

City of Cody City Council –
July 17, 2018

Executive Session 6:30 - To consider or receive information classified as confidential by law (W.S. 16-4-405(a)(ix)).

(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

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from July 10, 2018.
- b. Approval of payroll and vouchers in the amount of \$1,598,334.70.
- c. Approval of vouchers in the amount of \$2,603.44, noting funding through Specific One Cent Tax Funds/
- d. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Park County School District No. 6 relating to the School Resource Officer.
- e. Award Quote 2018-07 for a used SUV to Denny Menholt for a 2016 Chevrolet Equinox in the amount of \$19,785.00.
- f. Authorize the Mayor to sign the outside funding agreement with Forward Cody Wyoming Inc for FY18-19.
- g. Authorize the Mayor to sign the funding relinquishment letters to the Wyoming State Loan and Investments Board for undisbursed funds for the mineral royalty grant and the clean water state revolving fund loan pertaining to the wastewater treatment facility project phase 1.
- h. Approve the grant agreement between the City of Cody and the Wyoming Arts Council for an award for the concerts in the park program and authorize the Mayor and City Administrator to sign the grant agreement.
- i. Approve the software agreement and authorize the Mayor to sign the agreement between the City of Cody and Sun Ridge Systems for the National Crime Statistics Exchange Grant Project.

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 transfer the ownership of a retail liquor license located at 1801 17th street currently owned by Wilder Enterprises, LLC to Albertson's LLC.

4. Conduct of Business

- a. Consider approving a transfer the ownership of a retail liquor license located at 1801 17th street currently issued to Wilder Enterprises, LLC to Albertson's LLC.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Consider approving a street closure of 12th Street between Sheridan Ave to the first alley south of Sheridan Ave. on August 24th from 5:30 p.m. to 11:00 p.m. for a St Jude's Charity Event contingent upon proof of liability insurance and concurrence from Wild Bunch Gunfighters group, along with considering the approval for an open container permit for this event.

Staff Reference: Cindy Baker, Administrative Services Officer

- c. ORDINANCE 2018-10 – SECOND READING
AN ORDINANCE REPEALING TITLE 5, CHAPTER 3, SECTION 17, OF THE CITY OF CODY CODE: INTERFERENCE.

Staff Reference: Scott Kolpitcke, City Attorney

- d. ORDINANCE 2018-16 – SECOND READING
AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 18, OF THE CITY OF CODY CODE: DUTIES OF A CODE ENFORCEMENT OFFICER; INTERFERENCE.

Staff Reference: Scott Kolpitcke, City Attorney

- e. Tabled Items

- f. Matters from Staff Members

- g. Matters from Council Members

- h. Adjournment

Upcoming Meetings:

July 24, 2018 – Tuesday – Work Session 4:15 p.m.

August 7, 2018 – Tuesday – Regular Council Meeting 7:00 p.m.

August 21, 2018 – Tuesday – Regular Council Meeting 7:00 p.m

**City of Cody
Council Proceedings
Tuesday, July 10, 2018**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 10, 2018 at 7:00 p.m.

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

Absent: None

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 June 19, 2018, Special Work Session Minutes from June 26, 2018; appoint Council Member Anderson to the Shoshone Municipal Pipeline Board for a term ending December 31, 2018; approve the grant agreement between the City of Cody and the Wyoming Cultural Trust Fund for an award for the Concerts in the Park program and authorize the Mayor and City Administrator to sign the agreement; approve the request from Cycle Greater Yellowstone for use of City Streets as part of their cycling event and authorize up to 20 vehicles to remain parked in the overflow parking lot at the Recreation Center the week of August 12th – 19th; approve and authorize the Mayor to enter into and sign an agreement between the City of Cody and Copenhaver, Kath, Kitchen & Kolpitcke, LLC for legal services through June 20, 2019 and approve a Voucher in the amount of \$1,784.19 noting voucher is associated with one cent special tax funding. Vote was unanimous.

At 7:05 p.m. the Mayor entered into a public hearing to consider if it is in the public's interest to submit an application to the Wyoming Business Council for a Business Committed Grant and Loan Program for Gunwerks Manufacturing Facility Project. After calling for comments three times and there being none, the Mayor closed the public hearing at 7:26 p.m.

Council Member Fritz made a motion seconded by Council Member Anderson to approve Vouchers and Payroll in the amount of \$628,146.19. Council Member Greer recused himself due to a conflict. Motion was approved by the remaining Council Members.

Council Member Ballinger made a motion seconded by Council Member Anderson to authorize the Mayor to enter into and sign a grant agreement between the City of Cody, Yellowstone Regional Airport Joint Powers Board as it relates to a grant for the YRA project "Update Airport Master Plan Study". Vote was unanimous.

RESOLUTION 2018-09

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CODY FOR THE PURPOSE OF THE CONSTRUCTION OF A MANUFACTURING FACILITY FOR USE BY GUNWERKS. – NOTING CONTINGENT UPON REVIEW AND APPROVAL BY THE CITY ATTORNEY. Council Member Ballinger made a motion seconded by Council Member Fritz to approve Resolution 2018-10. Vote was unanimous.

RESOLUTION 2018-10

A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR A BUILDING CONSTRUCTION LOAN ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CODY FOR THE PURPOSE OF CONSTRUCTING A 36,080 SQUARE FOOT FACILITY TO BE USED BY GUNWERKS, LLC IN THE MANUFACTURE OF FIREARMS. – NOTING CONTINGENT UPON REVIEW AND APPROVAL BY THE CITY ATTORNEY. Council Member Fritz made a motion seconded by Council Member Wolz to approve Resolution 2018-10. Vote was unanimous.

ORDINANCE 2018-10 – FIRST READING

AN ORDINANCE REPEALING TITLE 5, CHAPTER 3, SECTION 17, OF THE CITY OF CODY CODE: INTERFERENCE. Council Member Greer made a motion seconded by Council Member Nielson to approve Ordinance 2018-10 on First Reading.

ORDINANCE 2018-11 – FIRST READING

AN ORDINANCE ADOPTING TITLE 5, CHAPTER 3, SECTION 17, OF THE CITY OF
CODY CODE: LIVESTOCK. Ordinance 2018-11 failed due to no motion.

ORDINANCE 2018-16 – FIRST READING

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 18, OF THE CITY OF
CODY CODE: DUTIES OF A CODE ENFORCEMENT OFFICER; INTERFERENCE.

Council Member Greer made a motion seconded by Council Member Anderson to approve
Ordinance 2018-16 on First Reading.

Meeting adjourned at 8:27 p.m.

Mayor Matt Hall

Clerk, Cynthia Baker

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ABBEY CARPET					
	AB000445	MINI GOLF GREEN REPLACEMENT	06/01/2018	3,483.15	.00
Total :				3,483.15	.00
Total ABBEY CARPET:				3,483.15	.00
ALPINE SERVICES LLC					
OR FLESHER, TERESA	1.0830.16	REFUND UTILITY DEPOSIT	07/02/2018	48.07	.00
Total :				48.07	.00
Total ALPINE SERVICES LLC:				48.07	.00
ALTITUDE RECYCLING EQUIPMENT					
	A3260	BAILING WIRE	06/19/2018	1,680.00	.00
Total :				1,680.00	.00
Total ALTITUDE RECYCLING EQUIPMENT:				1,680.00	.00
AMERICAN FAMILY LIFE ASSUR					
	995858	AFLAC PREMIUM	07/02/2018	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.					
	05660252	OXYGEN/ACETYLENE/CYLINDER RENTAL	06/30/2018	63.00	.00
	05660253	CARBON DIOXIDE/CYLINDER RENTAL	06/30/2018	29.40	.00
Total :				92.40	.00
Total AMERICAN WELDING & GAS, INC.:				92.40	.00
BAILEY ENTERPRISES INCORPORATED					
	063018	Unleaded	07/06/2018	1,400.68	.00
	063018	Unleaded	07/06/2018	132.05	.00
	063018	Unleaded	07/06/2018	3,066.90	.00
	063018	Diesel	07/06/2018	825.30	.00
	063018	Unleaded	07/06/2018	1,504.26	.00
	063018	Unleaded	07/06/2018	252.72	.00
	063018	Diesel	07/06/2018	255.19	.00
	063018	Unleaded	07/06/2018	103.36	.00
	063018	Unleaded	07/06/2018	212.21	.00
	063018	Diesel	07/06/2018	3,941.80	.00
	063018	Unleaded	07/06/2018	724.23	.00
	063018	Unleaded	07/06/2018	70.90	.00
	063018	Diesel	07/06/2018	5,978.93	.00
	063018	Unleaded	07/06/2018	294.19	.00
	063018	Diesel	07/06/2018	71.64	.00
	063018	Unleaded	07/06/2018	651.59	.00
	063018	Diesel	07/06/2018	673.69	.00
	063018	Unleaded	07/06/2018	213.13	.00
	063018	Diesel	07/06/2018	913.40	.00
	063018	Unleaded	07/06/2018	715.24	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				22,001.41	.00
Total BAILEY ENTERPRISES INCORPORATED:				22,001.41	.00
BALLARD, JESSE					
DJ 2 TONE	070518	SOUND TECH FOR CONCERTS IN THE PARK 07/05/18	07/05/2018	100.00	.00
DJ 2 TONE	071218	SOUND TECH FOR CONCERTS IN THE PARK 07/12/18	07/12/2018	100.00	.00
DJ 2 TONE	71918	SOUND TECH FOR CONCERTS IN THE PARK 07/19/18	07/18/2018	100.00	.00
Total :				300.00	.00
Total BALLARD, JESSE:				300.00	.00
BARKER, BRIANA					
	15.0357.24	REFUND UTILITY DEPOSIT	07/02/2018	187.28	.00
Total :				187.28	.00
Total BARKER, BRIANA:				187.28	.00
BATES JR, HARRY					
	8.1320.48	REFUND UTILITY DEPOSIT	06/29/2018	295.92	.00
Total :				295.92	.00
Total BATES JR, HARRY:				295.92	.00
BEACON HILL					
	71918	CONCERTS IN THE PARK	07/18/2018	600.00	.00
Total :				600.00	.00
Total BEACON HILL:				600.00	.00
BIG HORN DESIGN STUDIO					
	1.1380.18	REFUND UTILITY DEPOSIT	07/02/2018	237.58	.00
Total :				237.58	.00
Total BIG HORN DESIGN STUDIO:				237.58	.00
BLUE CROSS BLUE SHIELD OF WYOMING					
	061818	INSURANCE PREMIUM - JULY 2018	07/01/2018	137,192.15	.00
Total :				137,192.15	.00
Total BLUE CROSS BLUE SHIELD OF WYOMING:				137,192.15	.00
BORDER STATES INDUSTRIES, INC					
	915579427	Xfmr 1ph 10KVA O/H 240/120 7.2kV	06/26/2018	2,076.63	.00
Total :				2,076.63	.00
Total BORDER STATES INDUSTRIES, INC:				2,076.63	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
C & C WELDING, INC					
	21893	REPAIR ALUMINUM BRACKET	05/03/2018	127.50	.00
Total :				127.50	.00
Total C & C WELDING, INC:				127.50	.00
CARQUEST AUTO PARTS					
	2874-IC-35337	credit repair parts	06/07/2018	54.00-	.00
	2874-ID-35295	repair parts	06/04/2018	5.53	.00
	2874-ID-35322	repair parts	06/06/2018	2.87	.00
	2874-ID-35336	repair parts	06/07/2018	224.16	.00
	2874-ID-35341	repair parts	06/07/2018	9.45	.00
	2874-ID-35370	repair parts	06/12/2018	13.75	.00
	2874-ID-35371	repair parts	06/12/2018	4.58	.00
	2874-ID-35375	repair parts	06/12/2018	7.35	.00
	2874-ID-35381	repair parts	06/13/2018	3.18	.00
	2874-ID-35387	repair parts	06/13/2018	50.40	.00
	2874-ID-35391	repair parts	06/14/2018	194.29	.00
	2874-ID-35391	repair parts	06/14/2018	2.83	.00
	2874-ID-35399	repair parts	06/14/2018	10.81	.00
	2874-ID-35408	repair parts	06/15/2018	2.87	.00
	2874-ID-35408	repair parts	06/15/2018	1.99	.00
	2874-ID-35433	repair parts	06/19/2018	16.39	.00
	2874-ID-35465	repair parts	06/22/2018	2.87	.00
	2874-ID-35472	repair parts	06/25/2018	3.04	.00
	2874-ID-35485	repair parts	06/26/2018	5.94	.00
	2874-ID-35498	repair parts	06/27/2018	12.76	.00
	2874-ID-35507	repair parts	06/28/2018	19.95	.00
	2874-ID-35512	repair parts	06/29/2018	3.04	.00
	2874-ID-35513	repair parts	06/29/2018	9.45	.00
	2874-ID-35513	repair parts	06/29/2018	28.70	.00
Total :				582.20	.00
Total CARQUEST AUTO PARTS:				582.20	.00
CENTURY LINK					
	70118	UTILITIES	07/01/2018	38.79	.00
Total :				38.79	.00
Total CENTURY LINK:				38.79	.00
CHEYENNE, LIGHT, FUEL & POWER COMPANY					
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	90.65	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	145.80	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	75.82	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	979.18	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	2,937.53	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	27.60	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	3.33	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	101.42	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	40.45	.00
BLACK HILLS ENERGY	070618	UTILITIES	07/06/2018	18.46	.00
Total :				4,420.24	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY:				4,420.24	.00
CITY OF CODY					
	62918	STAMPS	06/29/2018	50.00	.00
	62918	NOTARY BOND FILING FEE	06/29/2018	18.00	.00
	62918	LICENSE PLATE	06/29/2018	5.00	.00
	62918	MINI GOLF PETTY CASH	06/29/2018	200.00	.00
Total :				273.00	.00
Total CITY OF CODY:				273.00	.00
CITY OF CODY					
	63018	CODY PD ID CARD	06/30/2018	10.00	.00
Total :				10.00	.00
Total CITY OF CODY :				10.00	.00
CLARK, RONALD W					
TOWN TAXI	071718	TIPSY TAXI VOUCHERS	07/17/2018	357.00	.00
Total :				357.00	.00
Total CLARK, RONALD W:				357.00	.00
COGDILL, JESSICA					
	13.3115.30	REFUND UTILITY DEPOSIT	07/02/2018	181.77	.00
Total :				181.77	.00
Total COGDILL, JESSICA:				181.77	.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC					
	63018	LEGAL SERVICES - JUNE 2018	06/30/2018	6,907.92	.00
	63018	LEGAL SERVICES - JUNE 2018	06/30/2018	33.96	.00
Total :				6,941.88	.00
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:				6,941.88	.00
CURLESS, BARBARA					
	070318	MILEAGE REIMBURSEMENT	07/03/2018	47.23	.00
Total :				47.23	.00
Total CURLESS, BARBARA:				47.23	.00
DEARBORN NATIONAL LIFE INSURANCE COMPANY					
	062018	INSURANCE - JULY 2018	06/20/2018	367.38	.00
Total :				367.38	.00
Total DEARBORN NATIONAL LIFE INSURANCE COMPANY:				367.38	.00
DIVISION OF VICTIM'S SERVICES					
	070318	CRIME VICTIM'S COMP - JUNE 2018	07/03/2018	100.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				100.00	.00
Total DIVISION OF VICTIM'S SERVICES:				100.00	.00
ELECTRO TEST AND MAINTENANCE, INC.					
	18-071	MINSKE MAINTENANCE	06/25/2018	12,145.00	.00
Total :				12,145.00	.00
Total ELECTRO TEST AND MAINTENANCE, INC.:				12,145.00	.00
ENGINEERING ASSOCIATES					
	3804072	MISCELLANEOUS TESTING	04/26/2018	557.03	.00
Total :				557.03	.00
Total ENGINEERING ASSOCIATES:				557.03	.00
EVERT, REBECCA					
	070318	RESTITUTION FROM RONALD EVERHART MC-1712-015	07/03/2018	50.00	.00
Total :				50.00	.00
Total EVERT, REBECCA:				50.00	.00
FIRE DISTRICT #2					
	07/0218	FIRE DISTRICT PASS THROUGH FEE	07/02/2018	576.00	.00
Total :				576.00	.00
Total FIRE DISTRICT #2:				576.00	.00
FRANDSON SAFETY, INC.					
	75011	SAFETY EQUIP CHECK - JUNE 2018	06/21/2018	40.00	.00
Total :				40.00	.00
Total FRANDSON SAFETY, INC.:				40.00	.00
FREDERICK, LAUREL					
	070318	RESTITUTION FROM DEBRA HORNECKER MC-1706-037	07/03/2018	50.00	.00
Total :				50.00	.00
Total FREDERICK, LAUREL:				50.00	.00
GATOR PROPERTIES					
	7.0480.16	REFUND CREDIT BALANCE	06/29/2018	59.38	.00
Total :				59.38	.00
Total GATOR PROPERTIES:				59.38	.00
GOOD, CHRISTOPHER					
GOOD, MIRIA	SUP-0617-000	REFUND PARTIAL PERMIT	06/15/2017	150.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				150.00	.00
Total GOOD, CHRISTOPHER:				150.00	.00
HARRIS TRUCKING AND CONSTRUCTION CO					
PARK COUNTY READY MIX	113681	SAND SLURRY	06/25/2018	485.00	.00
Total :				485.00	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO:				485.00	.00
HOPKINS, KERI					
	17.1736.11	REFUND UTILITY DEPOSIT	07/03/2018	91.48	.00
Total :				91.48	.00
Total HOPKINS, KERI:				91.48	.00
HOUSEL, JOHN O.					
	2-1-062618	SERVICES AS ALTERNATE COURT JUDGE 08/29/16 - 05/11/18	06/27/2018	459.00	.00
Total :				459.00	.00
Total HOUSEL, JOHN O.:				459.00	.00
HUBER, WESLEY L					
EAGLE OF CODY PRINTING	62918	BUILDING INSPECTION LABELS	06/29/2018	110.00	.00
Total :				110.00	.00
Total HUBER, WESLEY L:				110.00	.00
KELLOGG, MICHAEL					
	6.1800.11	REFUND CREDIT BALANCE	06/29/2018	3.76	.00
Total :				3.76	.00
Total KELLOGG, MICHAEL:				3.76	.00
KRUBECK, LUCAS					
	063018	PERSONAL TRAINER - REC CENTER	07/03/2018	314.66	.00
Total :				314.66	.00
Total KRUBECK, LUCAS:				314.66	.00
KRW ASSOCIATES, LLC					
	2018-CODY W	CONSULTING FEES	06/28/2018	9,500.00	.00
	2018-CODY W	CONSULTING FEES	06/28/2018	937.75	.00
Total :				10,437.75	.00
Total KRW ASSOCIATES, LLC:				10,437.75	.00
LAMBDIN, GEORGE					
	071018	REFUND OF CASH BOND POSTED FOR GEORGE LAMBDIN MC-1803-009	07/10/2018	150.00	150.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				150.00	150.00
Total LAMBDIN, GEORGE:				150.00	150.00
LARSEN, LARRY					
	070318	RESTITUTION FROM ERIC GILBERT MC-1801-011	07/03/2018	250.00	.00
Total :				250.00	.00
Total LARSEN, LARRY:				250.00	.00
LEGEND COMMUNICATIONS OF WY LLC					
BIG HORN RADIO NETWORK	MC-118066077	ADVERTISING - REC	06/30/2018	679.00	.00
BIG HORN RADIO NETWORK	MC-118066077	ADVERTISING - AGENDA	06/30/2018	170.00	.00
Total :				849.00	.00
Total LEGEND COMMUNICATIONS OF WY LLC:				849.00	.00
LINCOLN AQUATICS					
	09900996	POOL CHEMICALS	06/29/2018	173.18	.00
Total :				173.18	.00
Total LINCOLN AQUATICS:				173.18	.00
MALTBY, CONNIE					
	070318	RESTITUTION FROM JOHN EDWARDS MC-1606-002	07/03/2018	100.00	.00
Total :				100.00	.00
Total MALTBY, CONNIE:				100.00	.00
MCJUNKIN, H IRENE					
	17.0650.24	REFUND UTILITY DEPOSIT	06/29/2018	18.84	.00
Total :				18.84	.00
Total MCJUNKIN, H IRENE:				18.84	.00
MERCHANT JT&S					
	4195	APPRENTISHIP FEES-YR 2 FOR BUFFKIN & FRANCK	06/29/2018	1,300.00	.00
Total :				1,300.00	.00
Total MERCHANT JT&S:				1,300.00	.00
MERCO, INC					
	70118	INSURANCE COST - BIG HORN AVE DETENTION PONDS	07/01/2018	1,125.00	.00
Total :				1,125.00	.00
Total MERCO, INC:				1,125.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
MIDWEST ENTERPRISES					
MIDWEST FENCE	34064	FENCE REPAIR	06/07/2018	158.00	.00
Total :				158.00	.00
Total MIDWEST ENTERPRISES:				158.00	.00
MOTOR PARTS INC					
	722801	REPAIR PARTS	06/04/2018	95.94	.00
	722876	REPAIR PARTS	06/05/2018	14.18	.00
	724076	SHOP SUPPLIES	06/18/2018	17.98	.00
Total :				128.10	.00
Total MOTOR PARTS INC:				128.10	.00
NCPERS WYOMING					
	63018	PREMIUM	07/02/2018	432.00	432.00
Total :				432.00	432.00
Total NCPERS WYOMING:				432.00	432.00
NELSON, MARK					
	14.3515.12	REFUND UTILITY DEPOSIT	06/29/2018	124.26	.00
Total :				124.26	.00
Total NELSON, MARK:				124.26	.00
NORCO, INC.					
	24119061	WELDING SUPPLIES	06/30/2018	23.52	.00
Total :				23.52	.00
Total NORCO, INC.:				23.52	.00
NORTHWEST PIPE					
	1987265	Valve Box Ext 1"	06/18/2018	27.00	.00
	1987265	Valve Box Ext 1 1/2"	06/18/2018	45.00	.00
	1987265	ROLL POLY WRAP	06/18/2018	176.00	.00
	1989164	Saddle Tapping 6"x3/4"	06/18/2018	217.23	.00
	1989164	3/4" Compression curb stop	06/18/2018	194.55	.00
	1989164	3/4" CC x Comp corp stop	06/18/2018	130.20	.00
	1989164	Saddle Tapping 6"x2"	06/18/2018	103.43	.00
	1989164	6" Megalug for DIP, w/acc	06/18/2018	228.24	.00
	1989164	6" Gland pack, complete	06/18/2018	155.12	.00
	1989164	6" MJ, DI 45 Elbow	06/18/2018	188.80	.00
	1989164	6" MJ, DI 22 1/2 Elbow	06/18/2018	129.60	.00
	1989164	4" MJ, CI tee	06/18/2018	211.20	.00
	1989164	6" MJ x MJ gate valve	06/18/2018	1,800.00	.00
	1989164	6" C900, CL200 PVC pipe	06/18/2018	772.20	.00
	1989164	3 PIECE VALVE BOX	06/18/2018	385.84	.00
	1989164-1	6" MJ, CI tee	06/18/2018	336.00	.00
	1989164-2	6" MJ, DI 11 1/4 Elbow	06/25/2018	179.20	.00
	1989164-2	6" MJ, CI tee	06/25/2018	168.00	.00
	1989164-3	6" Megalug for DIP, w/acc	06/25/2018	930.93	.00
	1989164-4	6" C900, CL200 PVC pipe	06/25/2018	912.60	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	1989164-5	6" MJ, CI Plug	06/25/2018	62.40	.00
	1989436	6" Megalug for PVC, Less Acc	06/18/2018	242.28	.00
	1989436	T HEAD BOLTS & GASKETS	06/18/2018	203.52	.00
Total :				7,799.34	.00
Total NORTHWEST PIPE:				7,799.34	.00
NUGENT, RYAN					
OR NUGENT ADRIANA	14.0627.12	REFUND UTILITY DEPOSIT	06/27/2018	92.83	.00
Total :				92.83	.00
Total NUGENT, RYAN:				92.83	.00
PACIFIC FITNESS PRODUCTS LLC					
	26360	FITNESS EQUIPMENT	06/25/2018	7,478.00	.00
Total :				7,478.00	.00
Total PACIFIC FITNESS PRODUCTS LLC:				7,478.00	.00
PARK COUNTY ANIMAL SHELTER					
	70118	ANIMAL SERVICE CONTRACT - JULY 2018	07/01/2018	3,750.00	.00
Total :				3,750.00	.00
Total PARK COUNTY ANIMAL SHELTER:				3,750.00	.00
PARK COUNTY CIRCUIT COURT					
	63018	CV-2016-0757	07/02/2018	283.23	283.23
Total :				283.23	283.23
Total PARK COUNTY CIRCUIT COURT:				283.23	283.23
PARK COUNTY SHERIFF					
	063018	INCARCERATION - JUNE 2018	06/30/2018	600.00	.00
Total :				600.00	.00
Total PARK COUNTY SHERIFF:				600.00	.00
PEX FITNESS					
	JUN2518	FITNESS EQUIPMENT	06/26/2018	4,895.00	.00
Total :				4,895.00	.00
Total PEX FITNESS:				4,895.00	.00
PRINT INC					
POWELL TRIBUNE	063018	ADVERTISING	06/30/2018	60.00	.00
Total :				60.00	.00
Total PRINT INC:				60.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
PROGRESSIVE BUSINESS PUBLICATIONS					
	06292950	SUBSCRIPTION	06/27/2018	504.24	.00
Total :				504.24	.00
Total PROGRESSIVE BUSINESS PUBLICATIONS:				504.24	.00
PROVIDENT LIFE & ACCIDENT INS					
	63018	UNUM OPTIONAL POLICIES PREMIUM	07/02/2018	167.06	167.06
Total :				167.06	167.06
Total PROVIDENT LIFE & ACCIDENT INS :				167.06	167.06
PURCHASE POWER					
	062218	POSTAGE - PD	06/22/2018	28.94	.00
	062218	POSTAGE - ADMIN	06/22/2018	1,423.37	.00
	062218	POSTAGE - WATER	06/22/2018	.47	.00
	062218	POSTAGE - REC CENTER	06/22/2018	557.22	.00
	062218	POSTAGE - REFILL FEE	06/22/2018	41.98	.00
Total :				2,051.98	.00
Total PURCHASE POWER:				2,051.98	.00
R & P AUTO INC					
	2.1090.12	REFUND CREDIT BALANCE	06/15/2018	195.87	.00
Total :				195.87	.00
Total R & P AUTO INC:				195.87	.00
ROBSON, DEBORAH					
	070318	RESTITUTION FROM MARTHA RINDFLEISCH MC -1803-041	07/03/2018	100.00	.00
Total :				100.00	.00
Total ROBSON, DEBORAH:				100.00	.00
ROMINE, ELIZABETH					
	17.2368.11	REFUND UTILITY DEPOSIT	07/03/2018	123.60	.00
Total :				123.60	.00
Total ROMINE, ELIZABETH:				123.60	.00
SHOSHONE MUNICIPAL PIPELINE					
	070118	WATER PURCHASE - JUNE 2018	07/01/2018	157,968.82	.00
Total :				157,968.82	.00
Total SHOSHONE MUNICIPAL PIPELINE:				157,968.82	.00
SUPERIOR TECHNOLOGY GROUP					
	1098	DICTION SOFTWARE	06/30/2018	1,818.00	.00
Total :				1,818.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total SUPERIOR TECHNOLOGY GROUP:				1,818.00	.00
SYSTEMS GRAPHICS INC					
ADVANCED INFO SYSTEMS	14385	CYCLE 3 OUTSOURCE BILLS	06/25/2018	4.01	.00
ADVANCED INFO SYSTEMS	14385	CYCLE 3 OUTSOURCE BILLS	06/25/2018	48.11	.00
ADVANCED INFO SYSTEMS	14385	CYCLE 3 OUTSOURCE BILLS	06/25/2018	68.16	.00
ADVANCED INFO SYSTEMS	14385	CYCLE 3 OUTSOURCE BILLS	06/25/2018	28.07	.00
ADVANCED INFO SYSTEMS	14385	CYCLE 3 OUTSOURCE BILLS	06/25/2018	252.60	.00
Total :				400.95	.00
Total SYSTEMS GRAPHICS INC:				400.95	.00
TANNEHILL, MELISSA					
	14.7530.18	REFUND UTILITY DEPOSIT	06/29/2018	25.99	.00
Total :				25.99	.00
Total TANNEHILL, MELISSA:				25.99	.00
TCT WEST - TRI COUNTY TELEPHONE					
	100993174	UTILITIES	07/01/2018	1,032.01	.00
	100993174	UTILITIES	07/01/2018	237.71	.00
	100993174	UTILITIES	07/01/2018	28.64	.00
	100993174	UTILITIES	07/01/2018	20.05	.00
	100993174	UTILITIES	07/01/2018	56.45	.00
	100993174	UTILITIES	07/01/2018	87.56	.00
	100993174	UTILITIES	07/01/2018	87.89	.00
	100993174	UTILITIES	07/01/2018	66.45	.00
	100993174	UTILITIES	07/01/2018	262.14	.00
	100993174	UTILITIES	07/01/2018	225.44	.00
	100993174	UTILITIES	07/01/2018	36.70	.00
	100993174	UTILITIES	07/01/2018	86.06	.00
Total :				2,227.10	.00
Total TCT WEST - TRI COUNTY TELEPHONE:				2,227.10	.00
THE OFFICE SHOP INC					
	87639	COPIER CONTRACT - SHOP	07/02/2018	11.98	.00
	87639	COPIER CONTRACT - SHOP	07/02/2018	11.98	.00
	87639	COPIER CONTRACT - SHOP	07/02/2018	11.98	.00
	87639	COPIER CONTRACT - SHOP	07/02/2018	11.98	.00
	87639	COPIER CONTRACT - SHOP	07/02/2018	11.98	.00
	87639	COPIER CONTRACT - SHOP	07/02/2018	11.99	.00
Total :				71.89	.00
Total THE OFFICE SHOP INC:				71.89	.00
U S BANK PURCHASE CARD					
	070618	C05 Uniform allowance	07/06/2018	118.65	.00
	070618	toner and supplies	07/06/2018	12.06	.00
	070618	expense	07/06/2018	89.94	.00
	070618	meeting expenses	07/06/2018	28.00	.00
	070618	C30 Materials & supplies	07/06/2018	4.58	.00
	070618	C30 Materials & supplies	07/06/2018	6.87	.00
	070618	C30 Materials & supplies	07/06/2018	6.87	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070618	C01 Car wash	07/06/2018	11.00	.00
	070618	C08 Car wash	07/06/2018	9.00	.00
	070618	C22 Car wash	07/06/2018	3.42	.00
	070618	C24 Car wash	07/06/2018	6.94	.00
	070618	C07 Car wash	07/06/2018	10.00	.00
	070618	C14 Materials & Supplies - Bike Patrol	07/06/2018	18.39	.00
	070618	C03 Evidence shipping	07/06/2018	10.14	.00
	070618	C14 Evidence shipping	07/06/2018	12.02	.00
	070618	Gator tire	07/06/2018	34.50	.00
	070618	Materials	07/06/2018	22.90	.00
	070618	Materials	07/06/2018	13.49	.00
	070618	signs for slides at Canal Park	07/06/2018	53.18	.00
	070618	Security contract	07/06/2018	54.76	.00
	070618	Streets Grader parts 10-52-007-520021	07/06/2018	245.00	.00
	070618	Streets Grader parts 10-52-007-520021	07/06/2018	1,254.22	.00
	070618	towels shop	07/06/2018	287.67	.00
	070618	Shirts Rob K	07/06/2018	199.75	.00
	070618	Toner	07/06/2018	89.89	.00
	070618	WRPA training	07/06/2018	600.00	.00
	070618	spotify	07/06/2018	9.99	.00
	070618	Timeclock	07/06/2018	155.67	.00
	070618	Recreation program supplies	07/06/2018	3,297.00	.00
	070618	Recreation program supplies	07/06/2018	98.58	.00
	070618	Supplies--first aid, programs, cleaning	07/06/2018	22.04	.00
	070618	American Red Cross	07/06/2018	312.00	.00
	070618	Supplies--first aid, programs, cleaning	07/06/2018	69.35	.00
	070618	Supplies--first aid, programs, cleaning	07/06/2018	44.20	.00
	070618	Recreation program supplies	07/06/2018	69.37	.00
	070618	propane	07/06/2018	27.90	.00
	070618	Security contract	07/06/2018	27.38	.00
	070618	pit insulation	07/06/2018	17.54	.00
	070618	Security contract	07/06/2018	27.36	.00
	070618	galv plug	07/06/2018	16.40	.00
	070618	toner and supplies	07/06/2018	67.60	.00
	070618	Supplies	07/06/2018	45.92	.00
	070618	Tools	07/06/2018	70.71	.00
				<hr/>	
Total :				7,582.25	.00
				<hr/>	
	070618	Auction fees	07/06/2018	738.76	.00
	070618	Finance training	07/06/2018	499.00	.00
	070618	meeting expenses - WAM	07/06/2018	43.42	.00
	070618	meeting expenses - WAM	07/06/2018	45.00	.00
	070618	meeting expenses - WAM	07/06/2018	46.72	.00
	070618	meeting expenses - WAM	07/06/2018	29.58	.00
	070618	meeting expenses - WAM	07/06/2018	417.00	.00
	070618	meeting expenses - WAM	07/06/2018	16.00	.00
	070618	meeting expenses - WAM	07/06/2018	49.01	.00
	070618	ADVERTISING	07/06/2018	3,042.22	.00
	070618	Risk assessments	07/06/2018	311.52	.00
	070618	Risk Assessments	07/06/2018	320.70	.00
	070618	supplies - break room	07/06/2018	311.84	.00
	070618	Pressboard binders	07/06/2018	18.64	.00
	070618	Fan	07/06/2018	39.99	.00
	070618	Office supplies	07/06/2018	2.41	.00
	070618	computer cables	07/06/2018	15.96	.00
	070618	toner	07/06/2018	114.89	.00
	070618	computer cables/connectors	07/06/2018	28.19	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070618	supplies - postage machine	07/06/2018	72.67	.00
	070618	supplies - toner	07/06/2018	60.89	.00
	070618	shelving for city hall	07/06/2018	934.89	.00
Total Administrative Services:				7,159.30	.00
	070618	CO2	07/06/2018	952.40	.00
	070618	Pool chemicals	07/06/2018	338.54	.00
	070618	Program expense	07/06/2018	96.97	.00
	070618	American Red Cross	07/06/2018	36.00	.00
	070618	Swim lesson supplies	07/06/2018	9.99	.00
	070618	Supplies	07/06/2018	14.03	.00
	070618	Cody Rotary Club fees	07/06/2018	35.00	.00
Total Aquatics:				1,482.93	.00
	070618	meeting expenses - WAM	07/06/2018	23.00	.00
	070618	meeting expenses - WAM	07/06/2018	33.62	.00
	070618	meeting expenses - WAM	07/06/2018	42.82	.00
	070618	meeting expenses - WAM	07/06/2018	51.00	.00
	070618	meeting expenses - WAM	07/06/2018	47.30	.00
Total City Administrator:				197.74	.00
	070618	RANDOM DRUG TESTING	07/06/2018	40.50	.00
	070618	supplies - water - PWD event	07/06/2018	7.52	.00
	070618	Business card stock, and hard card paper	07/06/2018	32.31	.00
Total Community Development:				80.33	.00
	070618	Sunshine Avenue Cable Repair/Replacement	07/06/2018	1,389.82	.00
	070618	Streetlight repairs	07/06/2018	53.72	.00
	070618	Streetlight Repairs	07/06/2018	71.88	.00
	070618	Streetlight Repairs	07/06/2018	67.14	.00
	070618	Streetlight repair	07/06/2018	14.47	.00
	070618	11th Street Repairs	07/06/2018	186.31	.00
	070618	11th Street Repairs	07/06/2018	361.72	.00
	070618	Equipment Repair	07/06/2018	85.00	.00
	070618	Wash Explorer	07/06/2018	9.07	.00
	070618	RANDOM DRUG TESTING	07/06/2018	36.00	.00
	070618	Safety Supplies	07/06/2018	38.99	.00
	070618	Uniform expense	07/06/2018	297.45	.00
	070618	Supplies	07/06/2018	32.10	.00
	070618	Supplies	07/06/2018	150.48	.00
	070618	Shop Supplies	07/06/2018	139.63	.00
	070618	toner	07/06/2018	75.89	.00
	070618	Truck supplies	07/06/2018	30.97	.00
	070618	Cleaning Supplies	07/06/2018	14.99	.00
Total Electric:				3,055.63	.00
	070618	Expenses - PWD	07/06/2018	19.00	.00
	070618	meeting expenses - WAM	07/06/2018	417.00	.00
	070618	meeting expenses - WAM	07/06/2018	59.86	.00
	070618	meeting expenses - WAM	07/06/2018	20.60	.00
	070618	meeting expenses - WAM	07/06/2018	17.88	.00
	070618	meeting expenses - WAM	07/06/2018	278.00	.00
	070618	meeting expenses	07/06/2018	14.01	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total Mayor-Council:				826.35	.00
	070618	Weed control	07/06/2018	17.99	.00
	070618	Weed control	07/06/2018	17.99	.00
	070618	City hall entrance	07/06/2018	42.43	.00
	070618	Field paint	07/06/2018	165.44	.00
	070618	random and pre-employment drug testing	07/06/2018	180.00	.00
	070618	PeeWee repairs	07/06/2018	105.60	.00
	070618	Uniforms	07/06/2018	89.98	.00
	070618	Memorial bench anchors	07/06/2018	4.99	.00
	070618	RR Supplies	07/06/2018	442.02	.00
	070618	Mutt Mitts	07/06/2018	82.84	.00
	070618	RR Supplies	07/06/2018	41.47	.00
	070618	Supplies	07/06/2018	7.99	.00
	070618	Supplies	07/06/2018	12.99	.00
	070618	Light bulbs	07/06/2018	19.98	.00
	070618	Supplies	07/06/2018	30.98	.00
	070618	Supplies	07/06/2018	7.99	.00
	070618	Indian trail supplies	07/06/2018	50.39	.00
	070618	Indian trail supplies	07/06/2018	4.99	.00
	070618	Supplies	07/06/2018	15.90	.00
	070618	Indian trail supplies	07/06/2018	7.65	.00
	070618	Sprayer supplies	07/06/2018	6.78	.00
	070618	Indian trail rail	07/06/2018	50.39	.00
	070618	Supplies	07/06/2018	32.98	.00
	070618	Trailhead supplies	07/06/2018	45.67	.00
	070618	Trailhead supplies	07/06/2018	25.14	.00
	070618	Trailhead supplies	07/06/2018	8.48	.00
	070618	Canal Park supplies	07/06/2018	11.97	.00
	070618	Mower tire	07/06/2018	25.00	.00
Total Parks Maintenance:				1,556.02	.00
	070618	C31 Tobacco Compliance Grant - Cody Bucks	07/06/2018	130.00	.00
	070618	apc-smart ups rack/tower lcd electronics	07/06/2018	653.35	.00
	070618	rack rails and kit	07/06/2018	562.56	.00
	070618	C31 Meeting expense	07/06/2018	133.42	.00
	070618	C31 Meeting Expense	07/06/2018	86.00	.00
	070618	meeting expenses - WAM	07/06/2018	417.00	.00
	070618	meeting expenses	07/06/2018	34.40	.00
	070618	C17 Travel & Meeting Expense, NASRO Conference	07/06/2018	25.00	.00
	070618	C17 Travel & Meeting Expense, NASRO Conference	07/06/2018	29.77	.00
	070618	C17 Travel & Meeting Expense, NASRO Conference	07/06/2018	400.00	.00
	070618	C17 Travel & Meeting Expense, NASRO Conference	07/06/2018	21.65	.00
	070618	C17 - Travel & Meeting Expense - NASRO Conference	07/06/2018	15.72	.00
	070618	C01 Car wash	07/06/2018	11.00	.00
	070618	C12 Car wash	07/06/2018	9.00	.00
	070618	C12 Car wash	07/06/2018	9.00	.00
	070618	C08 Car wash	07/06/2018	9.00	.00
	070618	C05 Car wash	07/06/2018	9.00	.00
	070618	C06 Car wash	07/06/2018	9.00	.00
	070618	C06 Car wash	07/06/2018	9.00	.00
	070618	C06 Car wash	07/06/2018	5.39	.00
	070618	C23 Car wash	07/06/2018	9.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070618	C22 Car wash	07/06/2018	3.97	.00
	070618	C22 Car wash	07/06/2018	4.08	.00
	070618	C21 Car wash	07/06/2018	9.00	.00
	070618	C21 Car wash	07/06/2018	9.00	.00
	070618	C21 Car wash	07/06/2018	9.00	.00
	070618	C11 Car wash	07/06/2018	6.93	.00
	070618	C11 Car wash	07/06/2018	4.66	.00
	070618	C03 Car wash	07/06/2018	9.00	.00
	070618	C03 Car wash	07/06/2018	9.00	.00
	070618	C20 Car wash	07/06/2018	9.00	.00
	070618	C14 Car wash	07/06/2018	10.00	.00
	070618	C07 Car wash	07/06/2018	9.00	.00
	070618	C07 Car wash	07/06/2018	9.00	.00
	070618	C07 Car wash	07/06/2018	9.00	.00
	070618	RANDOM DRUG TESTING	07/06/2018	81.00	.00
	070618	C31 Medical exams & supplies	07/06/2018	151.50	.00
	070618	random and pre-employment drug testing	07/06/2018	32.50	.00
	070618	Utilities - Century Link	07/06/2018	38.72	.00
	070618	C31 Postage / Shipping	07/06/2018	114.04	.00
	070618	C31 Firearms shipping	07/06/2018	171.00	.00
	070618	C03 Evidence shipping	07/06/2018	10.14	.00
	070618	C03 Evidence shipping	07/06/2018	10.14	.00
	070618	C03 Evidence shipping	07/06/2018	10.14	.00
	070618	C03 Evidence shipping	07/06/2018	10.14	.00
	070618	C03 Evidence shipping	07/06/2018	10.14	.00
	070618	C03 Evidence shipping	07/06/2018	10.14	.00
	070618	C08 Uniform allowance	07/06/2018	20.54	.00
	070618	C08 Uniform allowance	07/06/2018	27.95	.00
	070618	C08 Uniform allowance	07/06/2018	14.99	.00
	070618	C08 Uniform allowance	07/06/2018	135.99	.00
	070618	C31 New holster C18	07/06/2018	140.70	.00
	070618	C31 -5234 office supplies & replace weapon light C18	07/06/2018	114.95	.00
	070618	C18 Uniform allowance	07/06/2018	48.00	.00
	070618	C11 Uniform allowance	07/06/2018	210.00	.00
	070618	C11 Uniform allowance	07/06/2018	63.77	.00
	070618	C17 Uniform allowance owed to C24	07/06/2018	119.97	.00
	070618	C20 Uniform allowance	07/06/2018	155.43	.00
	070618	C31 Materials & Supplies	07/06/2018	141.82	.00
	070618	C31 Materials & Supplies	07/06/2018	17.72	.00
	070618	C31 Materials & Supplies	07/06/2018	90.16	.00
	070618	C31 Materials & Supplies	07/06/2018	7.29	.00
	070618	C31 Materials & Supplies	07/06/2018	216.58	.00
	070618	C31 Materials & Supplies	07/06/2018	152.00	.00
	070618	C31 Materials & Supplies	07/06/2018	144.98	.00
	070618	C31 -5234 office supplies & replace weapon light C18	07/06/2018	27.46	.00
	070618	C31 Materials & Supplies	07/06/2018	292.17	.00
	070618	C31 Materials & Supplies	07/06/2018	82.45	.00
	070618	C31 Materials & Supplies	07/06/2018	127.48	.00
	070618	C23 Materials & Supplies - Patrol	07/06/2018	82.99	.00
	070618	C30 - RETURN - Materials & Supplies	07/06/2018	49.63-	.00
	070618	C14 Materials & Supplies	07/06/2018	22.04	.00
	070618	C24 Bomb unit program	07/06/2018	49.96	.00
	070618	C24 Bomb unit program	07/06/2018	210.00	.00
	070618	C31 Tactical Unit Program	07/06/2018	703.86	.00
	070618	C19 Gas to/from WLEA	07/06/2018	38.69	.00
	070618	C19 Gas to/from WLEA	07/06/2018	41.36	.00
	070618	C19 Gas to/from WLEA	07/06/2018	32.76	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070618	C19 Gas to/from WLEA	07/06/2018	38.66	.00
Total Police Department:				6,871.59	.00
	070618	Building Permit for Demo at the Chamber Building	07/06/2018	50.00	.00
	070618	repair for rec center	07/06/2018	21.99	.00
	070618	keys for maintenance crew	07/06/2018	5.96	.00
	070618	repairs to City Hall	07/06/2018	4.79	.00
	070618	repairs to Nichol Mall	07/06/2018	23.81	.00
	070618	repairs to auditorium	07/06/2018	3.49	.00
	070618	repairs to Auditorium	07/06/2018	5.70	.00
	070618	repairs to Auditorium	07/06/2018	5.40	.00
	070618	repairs to Auditorium	07/06/2018	11.75	.00
	070618	repairs to buildings	07/06/2018	2,900.21	.00
	070618	replace light in pool	07/06/2018	82.50	.00
	070618	repair to buildings	07/06/2018	14.99	.00
	070618	kick down for rec center	07/06/2018	29.96	.00
	070618	repairs to rec center	07/06/2018	400.29	.00
	070618	motor to adjust backboards	07/06/2018	291.98	.00
	070618	cargo trailer repair	07/06/2018	15.72	.00
	070618	repair to trailer	07/06/2018	.89	.00
	070618	repair basket ball rim	07/06/2018	3.99	.00
	070618	rugs	07/06/2018	248.46	.00
	070618	rugs	07/06/2018	172.36	.00
	070618	rugs for city hall	07/06/2018	103.60	.00
	070618	rugs for auditorium	07/06/2018	126.37	.00
	070618	rugs and towels at rec center	07/06/2018	14.84	.00
	070618	rugs for city hall	07/06/2018	43.46	.00
	070618	security monitor at Rec and City Hall	07/06/2018	214.50	.00
	070618	pest control at rec center	07/06/2018	7.99	.00
	070618	custodial supplies	07/06/2018	1,081.87	.00
	070618	custodial supplies	07/06/2018	61.80	.00
	070618	custodial supplies	07/06/2018	1,629.02	.00
	070618	custodial supplies	07/06/2018	1,294.86	.00
	070618	uniforms for maintenance	07/06/2018	392.00	.00
Total Public Facilities:				9,264.55	.00
	070618	table for Rick	07/06/2018	578.00	.00
	070618	repair of equipment	07/06/2018	26.02	.00
	070618	mat for weight equipment	07/06/2018	40.99	.00
	070618	score cards for mini golf	07/06/2018	250.00	.00
	070618	ADVERTISING	07/06/2018	250.00	.00
	070618	RANDOM DRUG TESTING	07/06/2018	9.00	.00
	070618	rugs and towels at rec center	07/06/2018	90.02	.00
	070618	Utilities - Charter Mini Golf	07/06/2018	79.97	.00
	070618	concert posters	07/06/2018	171.56	.00
	070618	Mini golf pop	07/06/2018	37.84	.00
	070618	softball	07/06/2018	36.97	.00
	070618	Kan Jam	07/06/2018	31.40	.00
	070618	rec programs	07/06/2018	258.29	.00
	070618	Middle School Life Sports	07/06/2018	868.00	.00
	070618	fitness challenge	07/06/2018	315.00	.00
	070618	Anniversary Party supplies	07/06/2018	70.95	.00
	070618	No school activities	07/06/2018	127.71	.00
	070618	KOM field trip	07/06/2018	102.00	.00
	070618	KOM	07/06/2018	22.06	.00
	070618	"WYAA Grant	07/06/2018	154.84	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070618	KOM	07/06/2018	30.00	.00
	070618	KOM	07/06/2018	30.00	.00
	070618	KOM	07/06/2018	10.00	.00
	070618	KOM	07/06/2018	10.00	.00
	070618	KOM	07/06/2018	10.00	.00
	070618	KOM	07/06/2018	10.00	.00
	070618	KOM	07/06/2018	10.00	.00
	070618	KOM	07/06/2018	10.00	.00
	070618	KOM	07/06/2018	78.35	.00
	070618	anniversary party	07/06/2018	64.27	.00
	070618	KOM	07/06/2018	67.40	.00
	070618	"anniversary party coffee for office	07/06/2018	164.83	.00
	070618	anniversary party	07/06/2018	7.00	.00
	070618	anniversary party	07/06/2018	54.38	.00
	070618	keys for aquatics	07/06/2018	48.00	.00
	070618	Cleaning supplies	07/06/2018	52.32	.00
	070618	Materials	07/06/2018	22.62	.00
	070618	"anniversary party coffee for office	07/06/2018	164.16	.00
	070618	runners stampede bibs	07/06/2018	191.05	.00
	070618	supplies	07/06/2018	107.21	.00
	070618	July post cards, postage machine is down	07/06/2018	35.00	.00
	070618	Cody Rotary Club fees	07/06/2018	35.00	.00
	070618	cycling dues	07/06/2018	119.00	.00
	070618	FRAC Grant	07/06/2018	93.82	.00
	070618	"WYAA Grant	07/06/2018	34.14	.00
	070618	WYAA Grant	07/06/2018	63.91	.00
	070618	WYAA grant	07/06/2018	614.09	.00
Total Recreation Center:				5,657.17	.00
	070618	trash cans, gloves	07/06/2018	107.96	.00
	070618	grease	07/06/2018	17.97	.00
	070618	RANDOM DRUG TESTING	07/06/2018	40.50	.00
	070618	random and pre-employment drug testing	07/06/2018	65.00	.00
	070618	trash cans, gloves	07/06/2018	30.56	.00
	070618	drinking water	07/06/2018	8.88	.00
	070618	can liners	07/06/2018	73.00	.00
	070618	coffee, filters	07/06/2018	12.65	.00
	070618	nuts and bolts	07/06/2018	7.25	.00
	070618	drinking water	07/06/2018	8.88	.00
	070618	propane	07/06/2018	23.40	.00
	070618	batteries, cleaning supplies	07/06/2018	37.92	.00
	070618	cleaning supplies	07/06/2018	27.88	.00
	070618	and nuts and bolts	07/06/2018	36.57	.00
	070618	propane	07/06/2018	23.40	.00
	070618	propane	07/06/2018	23.10	.00
	070618	propane	07/06/2018	23.40	.00
	070618	Strapping tape	07/06/2018	4.99	.00
	070618	propane	07/06/2018	20.70	.00
	070618	propane	07/06/2018	18.90	.00
Total Solid Waste:				612.91	.00
	070618	Soap	07/06/2018	1,234.10	.00
	070618	Safety boots Morrison	07/06/2018	180.00	.00
	070618	traffic cones	07/06/2018	1,912.00	.00
	070618	Sign Blanks	07/06/2018	1,059.04	.00
	070618	Shirts	07/06/2018	459.16	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070618	Shirts	07/06/2018	199.75	.00
	070618	chain lube	07/06/2018	71.88	.00
	070618	Lint trap for paint machine	07/06/2018	1.40	.00
	070618	Vests and Gatorade for parade	07/06/2018	145.36	.00
	070618	Chain saw sharpening	07/06/2018	16.00	.00
	070618	Paint	07/06/2018	100.65	.00
	070618	Flooring Strip	07/06/2018	25.00	.00
	070618	Cleaning supplies	07/06/2018	7.99	.00
	070618	Paint supplies	07/06/2018	2.79	.00
	070618	Barrel pump and Drywall knife	07/06/2018	26.97	.00
Total Streets:				5,442.09	.00
	070618	RANDOM DRUG TESTING	07/06/2018	4.50	.00
	070618	F01 parts	07/06/2018	1,314.15	.00
	070618	Core return	07/06/2018	611.39	.00
	070618	F07 parts	07/06/2018	152.72	.00
	070618	Sanitation Parts	07/06/2018	163.03	.00
	070618	B42 Seal	07/06/2018	28.54	.00
	070618	J29 and I06 parts	07/06/2018	171.60	.00
	070618	I06 parts	07/06/2018	116.08	.00
	070618	Oil Inventory	07/06/2018	84.90	.00
	070618	Tires	07/06/2018	6,767.30	.00
	070618	Oil inventory	07/06/2018	429.20	.00
	070618	Shirts	07/06/2018	338.00	.00
	070618	Freight	07/06/2018	25.88	.00
	070618	Nuts and Bolts	07/06/2018	4.85	.00
	070618	Fasteners	07/06/2018	3.40	.00
Total Vehicle Maintenance:				8,992.76	.00
	070618	Sewer Jet parts D10	07/06/2018	4,084.64	.00
	070618	sewer camera shipping for repairs	07/06/2018	20.25	.00
	070618	RANDOM DRUG TESTING	07/06/2018	13.50	.00
	070618	foam ear plugs	07/06/2018	41.55	.00
	070618	galvanized fitting, gloves	07/06/2018	13.99	.00
	070618	safety glasses	07/06/2018	8.29	.00
	070618	embroidery	07/06/2018	55.00	.00
	070618	shirts	07/06/2018	111.96	.00
	070618	shirts	07/06/2018	50.96	.00
Total Wastewater:				4,400.14	.00
	070618	pvc repair parts	07/06/2018	22.44	.00
	070618	valve box	07/06/2018	11.98	.00
	070618	rw repair parts	07/06/2018	13.43	.00
	070618	Not CO2. Brass and Galvanized fittings	07/06/2018	34.04	.00
	070618	brass couplers	07/06/2018	197.54	.00
	070618	bushings, valve	07/06/2018	93.83	.00
	070618	galv pipe for risers	07/06/2018	458.85	.00
	070618	RANDOM DRUG TESTING	07/06/2018	22.50	.00
	070618	random and pre-employment drug testing	07/06/2018	32.50	.00
	070618	Utilities - Century Link	07/06/2018	38.49	.00
	070618	1/2" drive	07/06/2018	6.19	.00
	070618	1/2" universal joint	07/06/2018	12.59	.00
	070618	water sample shipping	07/06/2018	55.45	.00
	070618	safety glasses	07/06/2018	25.19	.00
	070618	work boots	07/06/2018	180.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070618	embroidery	07/06/2018	36.00	.00
	070618	marking paint	07/06/2018	52.80	.00
	070618	CO2	07/06/2018	51.93	.00
	070618	galvanized fitting, gloves	07/06/2018	5.58	.00
	070618	CO2	07/06/2018	51.93	.00
	070618	duct tape, gasket material	07/06/2018	25.96	.00
	070618	CO2	07/06/2018	51.93	.00
	070618	brass valve, steel nipple	07/06/2018	10.48	.00
	070618	anti seize, duct tape, form-a-gasket	07/06/2018	34.33	.00
	070618	leather meter gaskets	07/06/2018	35.00	.00
Total Water:				1,560.96	.00
Total U S BANK PURCHASE CARD:				64,742.72	.00
UNUM LIFE INSURANCE - LIFE					
	63018	PREMIUM	07/02/2018	1,722.62	1,722.62
Total :				1,722.62	1,722.62
Total UNUM LIFE INSURANCE - LIFE:				1,722.62	1,722.62
VAN DUSEN, LISA					
	63018	REIMBURSEMENT FOR MILEAGE	06/30/2018	97.83	.00
Total :				97.83	.00
Total VAN DUSEN, LISA:				97.83	.00
VERIZON					
	9809464570	CELL PHONES - PD	06/20/2018	961.29	.00
	9809464570	CELL PHONES - ELECTRIC DEPT	06/20/2018	294.22	.00
	9809464570	CELL PHONES - COMM DEVELOPMENT	06/20/2018	172.81	.00
	9809464570	CELL PHONES - SHOP	06/20/2018	120.45	.00
	9809464570	CELL PHONES - SHOP	06/20/2018	165.87	.00
	9809464570	CELL PHONES - WASTE WATER	06/20/2018	96.24	.00
	9809464570	CELL PHONES - REC CENTER	06/20/2018	126.77	.00
	9809464570	CELL PHONES - FACILITY MAINTENANCE	06/20/2018	61.74	.00
	9809464570	CELL PHONES - PARKS	06/20/2018	102.03	.00
	9809464570	CELL PHONES - CITY HALL	06/20/2018	25.41	.00
	9809464570	CELL PHONES - RECYCLING	06/20/2018	49.63	.00
	9809464570	CELL PHONE - CITY ADM	06/20/2018	49.63	.00
Total :				2,226.09	.00
Total VERIZON:				2,226.09	.00
WESCO RECEIVABLES CORP					
	212729	CT 200:5 600V	06/14/2018	212.85	.00
	212729	TRANSPORTATION CHARGE	06/14/2018	9.79	.00
	214588	LED LIGHTS FOR SHOP	06/21/2018	750.00	.00
	214588	LED LIGHTS FOR SHOP	06/21/2018	6,677.46	.00
	214588	LED LIGHTS FOR SHOP	06/21/2018	517.54	.00
	214588	LED LIGHTS FOR SHOP	06/21/2018	750.00	.00
Total :				8,917.64	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total WESCO RECEIVABLES CORP:				8,917.64	.00
WESTERN UNITED ELECTRIC SUPPLY					
	4117794	Vault, 3 phase switch pad	06/27/2018	862.53	.00
Total :				862.53	.00
Total WESTERN UNITED ELECTRIC SUPPLY:				862.53	.00
WOODCRAFT HOMES					
	17.2265.14	REFUND CREDIT BALANCE	06/23/2018	13.52	.00
Total :				13.52	.00
Total WOODCRAFT HOMES:				13.52	.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES					
WORKERS COMPENSATION DIV	63018	CONTRIBUTIONS	07/02/2018	8,156.09	8,156.09
WORKERS COMPENSATION DIV	63018	VOLUNTEERS PD	07/02/2018	10.42	10.42
Total :				8,166.51	8,166.51
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				8,166.51	8,166.51
WYOMING MUNICIPAL POWER AGENCY					
	072518	POWER PURCHASE - JUNE 2018	07/01/2018	739,215.45	.00
Total :				739,215.45	.00
Total WYOMING MUNICIPAL POWER AGENCY:				739,215.45	.00
WYOMING RETIREMENT SYSTEM					
	160203	CONTRIBUTIONS -	07/02/2018	17,233.44	17,233.44
	160204	CONTRIBUTIONS -	07/02/2018	34,088.82	34,088.82
	160205	CONTRIBUTIONS -	07/02/2018	19,089.41	19,089.41
Total :				70,411.67	70,411.67
Total WYOMING RETIREMENT SYSTEM:				70,411.67	70,411.67
YELLOWSTONE REGIONAL AIRPORT					
	70118	AIRPORT FUNDING	07/01/2018	14,530.42	.00
Total :				14,530.42	.00
Total YELLOWSTONE REGIONAL AIRPORT:				14,530.42	.00
Grand Totals:				1,315,944.74	83,754.39
				Pyaroll 07/11/2018	282,389.96
					1,598,334.70

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
MORRISON-MAIERLE INC					
	184766	ADA RAMPS	06/22/2018	1,760.00	.00
	184767	ADA RAMPS	06/22/2018	843.44	.00
Total :				<u>2,603.44</u>	<u>.00</u>
Total MORRISON-MAIERLE INC:				<u>2,603.44</u>	<u>.00</u>
Grand Totals:				<u><u>2,603.44</u></u>	<u><u>.00</u></u>

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Cody, Wyoming, a municipal corporation, hereinafter referred to as "CITY", and Park County School District No. 6, State of Wyoming, hereinafter referred to as "SCHOOL DISTRICT".

W I T N E S S E T H:

WHEREAS, CITY and SCHOOL DISTRICT desire to enter into an agreement for the purpose of providing school resource officers to SCHOOL DISTRICT.

NOW, THEREFORE, the parties hereto do agree as follows:

1. CITY agrees to provide and make available to SCHOOL DISTRICT one School Resource Officer (SRO) to work with SCHOOL DISTRICT officials in matters relating to school discipline, juvenile delinquency, criminal conduct and promotion of safer educational environments. Said officer shall also provide the following:

- a. at the request of SCHOOL DISTRICT, or by notification of SCHOOL DISTRICT by Cody police, coordination and continuity in investigation of events on SCHOOL DISTRICT property or involving SCHOOL DISTRICT students;
- b. a point of contact and dedicated link between SCHOOL DISTRICT and CITY;
- c. agreed upon specific services of the SRO to SCHOOL DISTRICT. The parties may jointly develop a job description for the SRO.
- d. information and safety programs;
- e. work to establish effective partnerships between SCHOOL DISTRICT and police services.

f. SRO's shall not be responsible for enforcing SCHOOL DISTRICT rules, regulations, and procedures or imposing any discipline.

2. The parties hereto agree and understand that said SRO shall remain at all times an employee of the CITY and the hiring of said officer, supervision, control, training, transportation, officer's equipment and overtime costs shall be provided by CITY provided, however, to the extent necessary to carry out the duties as set forth herein, the officer may be granted access to confidential student information and shall be considered an employee of SCHOOL DISTRICT for that purpose, and shall be subject to the same restrictions and requirements pertaining to the use of that information as is applicable to other SCHOOL DISTRICT employees having access to the information.

3. In the event that SCHOOL DISTRICT should be dissatisfied with the performance of the resource officer assigned to the SCHOOL DISTRICT by CITY, SCHOOL DISTRICT shall notify the Chief of Police and the Superintendent shall meet to try to resolve the problem. In addition, thereto, the Superintendent and Chief of Police each agree to meet annually to discuss the evaluation of the performance of the school resource officer. The Chief of Police and/or CITY shall ultimately have the responsibility for the employment of the resource officer. Should SCHOOL DISTRICT be unable to resolve its concerns or problems with the resource officer assigned to SCHOOL DISTRICT, SCHOOL DISTRICT may request that a different officer be assigned as the school resource officer, in which event CITY shall have the option of either assigning a different officer to be the school resource officer or terminating the agreement.

4. In the event SCHOOL DISTRICT shall fail to appropriate in its annual budget

the funds required for any of the annual payments set forth herein, this contract shall be deemed to have been rescinded by the party failing to appropriate said funds, and said party shall be relieved of any other or further obligation to the other party as a result of this agreement; provided, however, that in the event SCHOOL DISTRICT omits to appropriate such funds by oversight, such oversight may be corrected by SCHOOL DISTRICT by budget amendments as required by state law.

5. SCHOOL DISTRICT agrees to contribute the following sum to defray the cost of salary and benefits for the School Resource Officer. SCHOOL DISTRICT agrees to pay to the CITY the sum of forty-six thousand, two hundred and five Dollars (\$46,205.00), which is equal to seventy-five percent (75%) of base salary and benefits for the School Resource Officer for 175 student contact days. In addition, the SCHOOL DISTRICT will reimburse the CITY 100% of any overtime worked by the SRO at the request of the SCHOOL DISTRICT, the full hourly rate of thirty-seven Dollars and forty-five Cents (\$37.45) multiplied by 1.5.

The City will invoice the SCHOOL DISTRICT quarterly and the SCHOOL DISTRICT agrees to make payment in full to the CITY within 15 days after receipt of each invoice. The invoice will itemize the number of hours worked and any overtime worked by the SRO at the request of the SCHOOL DISTRICT.

Once per school year the SCHOOL DISTRICT will pay fifty percent (50%) of the total cost not to exceed Seven Hundred and Fifty Dollars (\$750.00) for the SRO to attend continuing education at the annual Wyoming School Safety Conference and Training.

In exchange for the above compensation, CITY shall provide to SCHOOL DISTRICT one

fully equipped SRO who is a certified peace officer in Wyoming assigned full-time to the SCHOOL DISTRICT for the entire 2018-2019 school year. SCHOOL DISTRICT agrees that CITY may use the SRO on days when students are not scheduled to be at school and when there are no school activities. Should CITY for unforeseen reasons need to use the SRO on days when the SRO would otherwise be expected to be at school, CITY and SCHOOL DISTRICT agree that SCHOOL DISTRICT may deduct from the next payment due to CITY the sum of Two-hundred and Forty-Six Dollars (\$246.00) for each day the SRO is providing services to the CITY rather than the SCHOOL DISTRICT. CITY will not be permitted to use said SRO during times the officer is expected to be at school without the consent of the SCHOOL DISTRICT Superintendent. However, in the event of exigent circumstances, the Chief of Police in his sole discretion, may temporarily reassign the SRO to address the needs of the City. If the SRO is reassigned for an emergency the parties will meet to discuss a billing adjustment as listed.

6. CITY and SCHOOL DISTRICT do not waive their sovereign immunity by entering into this agreement and said parties specifically retain all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. § 1-39-104(a).

7. This agreement shall be effective as of the start of the 2018-2019 school year and continue through the last day of said school year. This agreement shall automatically renew for the next school year unless either party to the agreement shall provide notice to the other party of its intent to terminate the agreement, which notice shall be provided on or before June 1 preceding the next school year.

THIS AGREEMENT is entered into this _____ day of _____, 2018.

CITY OF CODY, WYOMING

ATTEST:

Mayor Matt Hall

Cynthia D. Baker
Administrative Services Officer

**PARK COUNTY SCHOOL DISTRICT
NUMBER 6, STATE OF WYOMING**

ATTEST:

Board Chairman

Board Secretary

MEETING DATE:	JULY 17, 2018
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
PRESENTED BY:	

AGENDA ITEM SUMMARY REPORT

Quote 2018-07 Used SUV

ACTION TO BE TAKEN:

Award Quote 2018-07, Used SUV, to Denny Menholt for a 2016 Chevrolet Equinox, in the amount of \$19,785.00.

SUMMARY OF INFORMATION:

A request was made for quotes for a used SUV. This vehicle will be used for out of town travel.

Quote requests were sent to Fremont Motor, Denny Menholt, and Garvin Motors Inc. Quotes were opened at City Hall on July 6, 2018.

Two companies submitted two quotes.

Denny Menholt submitted one quote for a 2016 Chevrolet Equinox with 40,792 miles in the amount of \$19,785.00.

Garvin Motors Inc submitted one quote for a 2017 Chevrolet Equinox with 27,244 miles in the amount of \$21,000. This unit has a factory warranty for 36,000 miles or 36 months from 6/13/17.

FISCAL IMPACT

Funding, in the amount of \$20,000, was budgeted for, and approved, in the Fiscal Year 2018/2019 budget.

ALTERNATIVES

Approve or deny the award of Quote 2018-07, Used SUV, to Denny Menholt for a 2016 Chevrolet Equinox, in the amount of \$19,785.00.

ATTACHMENTS

Quote 2018/07

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

Garvin Motors, Marty Bratt, Fax (307) 754-5842

Denny Menholt, Bert Miller, info@dennymenholtcody.com, b.miller1962@hotmail.com



CITY OF CODY
WYOMING

REQUEST FOR QUOTE

#2018-07

The City of Cody is requesting quotes for the following used equipment. Please submit your quote to:

City of Cody
Attention: Rob Kramer
P.O. Box 2200
Cody, Wyoming 82414
Or deliver to City Hall at 1338 Rumsey Avenue, Cody, Wyoming.

Quotes must be received no later than 10:00 a.m., Friday, July 6, 2018.

(1) Used 2016 or Newer, Chevrolet Equinox SUV.

- Odometer reading: 41,000 miles or less
- Engine: 4 Cylinder
- Automatic Transmission
- AWD
- Traction Control
- 4-wheel ABS
- Cruise control
- Power Steering
- Electric windows and door locks
- Power Seats
- A /C
- Radio: AM/FM/CD w/clock
- Bluetooth Wireless
- Backup Camera
- Privacy Glass
- Roof Rack
- Balance of manufactures warranty (if any)
- Delivery time: 5 working days max.

The City of Cody may reject any and all quotes or make substitution, waive defects it deems unsubstantial in any quote, and that if an award is made, the City Council will award the quote in the best interest of the City.

Please direct all questions to Rob Kramer at 307-587-2958.

Thank you,

Rob Kramer
Streets and Fleet Maintenance Superintendent

DENNY MENHOLT



1172 16TH STREET • CODY, WYOMING 82414 • (307) 587-4218
www.dennymenholtchevroletbuickgmc.com

City of Cody
PO Box 2200
Cody WY, 82414

7/3/2018

Subject: Used SUV

We wish to submit the following:

- 1- #2476 Used 2016 Chevrolet Equinox LT Package All Wheel Drive.
VIN#2GNFLFEKXG6200892 Miles 40,792

Price \$19,785.00

Thank you,

A handwritten signature in blue ink that reads "Bert Miller".

Bert Miller, GM



REQUEST FOR QUOTE

#2018-07

The City of Cody is requesting quotes for the following used equipment. Please submit your quote to:

City of Cody
Attention: Rob Kramer
P.O. Box 2200
Cody, Wyoming 82414
Or deliver to City Hall at 1338 Rumsey Avenue, Cody, Wyoming.

Quotes must be received no later than 10:00 a.m., Friday, July 6, 2018.

(1) Used 2016 or Newer, Chevrolet Equinox SUV.

- Odometer reading: 41,000 miles or less
- Engine: 4 Cylinder
- Automatic Transmission
- AWD
- Traction Control
- 4-wheel ABS
- Cruise control
- Power Steering
- Electric windows and door locks
- Power Seats
- A / C
- Radio: AM/FM/CD w/clock
- Bluetooth Wireless
- Backup Camera
- Privacy Glass
- Roof Rack
- Balance of manufactures warranty (if any)
- Delivery time: 5 working days max.

The City of Cody may reject any and all quotes or make substitution, waive defects it deems unsubstantial in any quote, and that if an award is made, the City Council will award the quote in the best interest of the City.

Please direct all questions to Rob Kramer at 307-587-2958.

Thank you,

Rob Kramer
Streets and Fleet Maintenance Superintendent



Denny Menholt Chevrolet Buick GMC
 1172 16th St
 Cody WY, 82414

Phone: (307)587-4218

Fax: (307)587-2820

www.dennymenholtcody.com

2016 Chevrolet Equinox LT Sport Utility 4D

Condition: Good	Mileage: 40,789	Period: Jun 29, 2018 (Current)	Zip: 82414	VIN: 2GNFLFEKXG6200892	Stock: 2476
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	Typical Listing
Base Value	\$20,050
Mileage Adjustment (40,789 Miles)	-\$442
Subtotals	\$19,608
Accessories / Trim	
4-Cyl, 2.4 Liter	Included
Automatic, 6-Spd	Included
AWD	\$1,531
Rollover Protection	Included
Hill Start Assist Control	Included
Traction Control	Included
StabiliTrak	Included
ABS (4-Wheel)	Included
Alarm System	Included
Keyless Entry	Included
Air Conditioning	Included
Power Windows	Included
Power Door Locks	Included
Cruise Control	Included
Power Steering	Included
Tilt & Telescoping Wheel	Included
AM/FM Stereo	Included
CD/MP3 (Single Disc)	Included
Premium Sound	Included
SiriusXM Satellite	Included
Bluetooth Wireless	Included
OnStar	Included
Backup Camera	Included
Dual Air Bags	Included
Side Air Bags	Included
F&R Head Curtain Air Bags	Included
Power Seat	Included
Privacy Glass	Included
Daytime Running Lights	Included
Roof Rack	Included
Alloy Wheels	Included
Accessories / Trim Subtotal	\$1,531
Total Value	\$21,139

Garvin Motors Inc.

CHEVROLET • BUICK • GMC TRUCK • TOYOTA

7/2/18

CITY OF CODY
ATTN: ROB KRAMER

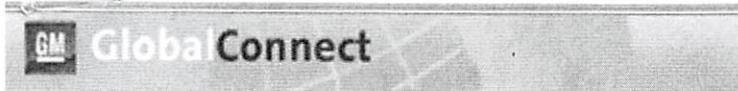
RE: USED EQUINOX BID

OUR BID IS FOR A 2017 CHEVY EQUINOX LT WITH 27,244 MILES. THE WARRANTY START DATE WAS 6/13/17. THEREFORE, WARRANTY IS TO 36,000 MILES OR 36 MONTHS FROM 6/13/17. ~~BY~~ POWERTRAIN WARRANTY IS 5 YEARS OR 60,000 MILES FROM THAT DATE ALSO.

OUR BID IS \$21,000.⁰⁰

THANKS FOR THE OPPORTUNITY

MARY BRATT
GARVIN MOTORS



Martin Bratt

[Update My Profile](#)
[Logout](#)

July 2, 2018

Global Warranty Management: Main > Interface With Customer > View Vehicle Build

INTERFACE WITH
CUSTOMER

View Vehicle Build



This screen allows IVH users to view the initial build information on the selected VIN including option codes with descriptions (where available).

Vehicle Information

VIN: 2GNFLFEKXH6343665

Model: 1LK26-2017 EQUINOX LT AWD

Service Contract: No

Branded Title: No

Warranty Block: No

PDI Status: Yes

Order Type: 50 - FLEET

Field Actions: [0 Open](#)

[REQUEST ANOTHER VIN](#)

For this vehicle:

→ [View Vehicle Summary](#)

→ Service Contract

→ Branded Title

→ Warranty Block

→ [View Vehicle Build](#)

→ [View Vehicle Component Summary](#)

→ [View Vehicle Transaction History Detail](#)

→ [View Vehicle Delivery Information](#)

→ [Investigate Major Assembly History](#)

Vehicle Build

Model: 1LK26-2017 EQUINOX LT AWD

Order Number: VHPTBD

Gross Vehicle Weight: 2,302

Build Date: 06/12/2017

Build Plant: 6

Option Codes

*IVH is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

- | | |
|--|---|
| 01A - SEAT TRIM JET BLACK | 1AB - DR PANEL TRIM JET BLACK |
| 1LT - 1LT PACKAGE | 1SZ - OPTION PACKAGE DISCOUNT |
| 4AA - INTERIOR TRIM JET BLACK | 9H8 - DAYTIME RUNNING LAMPS, LED |
| AE8 - PWR SEAT ADJUST-DRIVER, 8-WAY | AFJ - JET BLACK |
| AKO - GLASS, DEEP TINTED (EXCEPT WINDSHIELD, DRIVER/PASS SIDE GLASS | AL0 - AIRBAG SENSING SYSTEM, FRONT PASSENGER |
| AR9 - SEAT, FRONT BUCKET | AT8 - RR CHILD SEAT RESTRAINT |
| ATG - REMOTE KEYLESS ENTRY | AXP - MPV VIN IDENT POSITION |
| AY0 - AIRBAGS, DRIVER & FRONT PASS. FRONT/SIDE IMPACT. AIRBAGS SIDE HEAD CURTAIN | B0E - GM PRODUCTION WEEK |
| B1A - PLANT CODE INGERSOL, ONT CANADA | B34 - FLOOR MATS, FRONT |
| B35 - FLOOR MATS, REAR | BTV - REMOTE VEHICLE STARTER SYSTEM |
| C1U - FLT-ENTERPRISE RENT A CAR | C4Q - GVW RATING - 5,070 LBS |
| C68 - AIR CONDITIONING AUTOMATIC CLIMATE CONTROL | DL8 - POWER HEATED OUTSIDE MIRRORS,- DRIVER SIDE |
| EAZ - PREMIUM CLOTH | EF7 - COUNTRY CODE, U.S.A. |
| EPM - MODEL CONVERSION AWD | F46 - CHASSIS, ALL WHEEL DRIVE |
| FBZ - TRIM DOOR VINYL, DARWIN | FE1 - SUSPENSION, REFINED RIDE |
| FE9 - 50-STATE EMISSIONS | FHS - VEHICLE FUEL GASOLINE E85 |
| FLT - FLEET | FXH - AXLE, 3.53 FINAL DRIVE RATIO |
| GAZ - SUMMIT WHITE | I17 - ENGINEERING YEAR 2017 |
| JL9 - ANTI LOCK BRAKE SYSTEM | K09 - ALTERNATOR, 120 AMPS |
| K34 - CRUISE CONTROL | KA1 - DRIVER & FRONT PASSENGER HEATED SEATS |
| LEA - ENGINE, 2.4L DOHC 4 CYL W/ VVT | MAH - MARKETING AREA NORTH AMERICA |
| MHC - TRANSMISSION 6 SPD AUTO, AWD HD | MX0 - TRANSMISSION, 6 SPD AUTOMATIC |
| N37 - STEERING COLUMN, TILT & TELESCOPIC | NP5 - LEATHER WRAP STEERING WHEEL |
| NT7 - FEDERAL EMISSION SYSTEM TIER 2 | PDD - DRIVER CONVENIENCE PKG: * PWR SEAT ADJUST-DRIVER, 8-WAY * REMOTE VEHICLE START * AIR CONDITIONING, AUTOMATIC * HEATED FRONT SEATS * LEATHER WRAP STEERING WHEEL WITH AUDIO CONTROLS |
| QCS - TIRE SPARE | QYZ - TIRES, ALL SEASON BLACKWALL |
| R6F - B-CODE ASSIGNMENT VOMS | R71 - ONSTAR 3 MONTH TRIAL DELIVERED AFTER |

12/31/16

R9N - PROCESSING CODE - SEAT

RVF - WHEELS, 17" ALUMINUM DESIGN 3

S1G - WHEEL SPARE

TB4 - REAR LIFTGATE, MANUAL

U2K - XM RADIO + SERVICE SUBSCRIPTION
SOLD SEPARATELY BY SIRIUS XM AFTER 3
MONTHS

U80 - COMPASS DISPLAY

UE1 - ONSTAR(R) INCLUDES 5 YR BASIC
PLAN PLUS 6 MTH SERVICE W/ AUTOMATIC
CRASH RESPONSE, NAVIGATION & MORE
(SUBJECT TO TERMS SEE ONSTAR.COM)

UFU - COLOR TOUCH RADIO W/ 7" SCREEN, MP3 PLAYER,
AUX INPUT AND USB PORT

UJM - TIRE PRESSURE MONITOR (EXCL
SPARE TIRE)

UK3 - STEERING WHEEL CONTROLS

UP9 - * CHEVROLET MYLINK, HANDS-FREE
SMARTPHONE INTEGRATION WITH PANDORA
AND STITCHER, BLUETOOTH AUDIO
STREAMING * VOICE-ACTIVATED
TECHNOLOGY

UVC - REAR VISION CAMERA

UW6 - AUDIO SYSTEM, 6 SPEAKER PREMIUM
SOUND

V59 - LUGGAGE RACK SIDE RAILS ROOF MOUNTED

V8D - VEHICLE STATEMENT US

VK3 - FRONT LICENSE PLATE MOUNT

VQ2 - FLEET ORDERING AND ASSISTANCE

VQN - NOISE CONTROL ACTIVE INTERIOR

VT7 - OWNERS MANUAL, ENGLISH

VV4 - 4G LTE WI-FI(R) HOTSPOT WITH LIMITED DATA
TRIAL AND MORE. (SUBJECT TO TERMS SEE
ONSTAR.COM)

VX7 - FLT-PURCHASE RISK PROGRAM

WMH - VIN MODEL YEAR 2017

YB6 - AXLE

YD5 - SPRING FRONT BASE EQUIPMENT

YD6 - SPRING REAR BASE EQUIPMENT

Added Option Codes

Vehicle has no current record of SAIO codes.

Global Warranty Management: Site Map

Privacy Policy | Terms of Use

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Used 2017 Chevrolet Equinox LT

Price \$23,995

 [Get ePrice](#)

Vehicle Details

Trim:	LT
Stock #:	A1803
VIN:	2GNFLFEKXH6343665
Exterior Color:	Summit White
Interior Color:	Jet Black
Mileage:	26,002
Doors:	4
Engine:	Gas I4 2.4/145
Transmission:	6-Speed Automatic
Drivetrain:	AWD



Awards & Accolades

- Best Crossovers (2017 Model)
Automotive Science Group
- Best Vehicles By Class: Midsize SUVs (2017 Model)
GreenerCars.org
- Initial Quality Study (IQS): Top Models (2017 Model)
J.D. Power and Associates

 (307) 754-5743
Garvin Toyota
1105 W. Coulter,
Powell, WY 82435

Installed Options

- Front License Plate Bracket
Included on orders with ship-to states that require a front license plate. (\$40)
- E85 Flex Fuel Capable
Includes E85 flex fuel capability allows the vehicle to run on a blend of ethanol and gasoline. (\$0)
- 8-Way Power Drivers Seat
Includes 8-way power adjustable driver seat with power lumbar. (\$300)
- Convenience Package
Includes automatic climate control, remote vehicle start system, leather-wrapped steering wheel with audio and cruise controls, driver 8-way power seat and heated front seats. (\$1300)

*All pricing and details are believed to be accurate, but we do not warrant or guarantee such accuracy. The prices shown above may vary from region to region, as will incentives, and are subject to change. Vehicle information is based off standard equipment and may vary from vehicle to vehicle. Call or email for complete vehicle information. All specifications, prices and equipment are subject to change without notice. Prices and payments do not include tax, titles, tags, finance charges, documentation charges, emissions testing charges, or other fees required by law, vehicle sellers or lending organizations.

Based on 2017 EPA mileage estimates, reflecting new EPA fuel economy methods beginning with 2008 models. Use for comparison purposes only. Do not compare to models before 2008. Your actual mileage will vary depending on how you drive and maintain your vehicle.

While every effort has been made to ensure display of accurate data, the vehicle listings within this website may not reflect all accurate vehicle items. Accessories and color may vary. All inventory listed is subject to prior sale. The vehicle photo displayed may be an example only. Vehicle Photos may not match exact vehicles. Please confirm vehicle price with Dealership. See Dealership for details.

While we check with car manufacturers and other sources to confirm the accuracy and completeness of the data contained in this chart, we make no guarantees or warranties, either expressed or implied, with respect to the data in this report. Although we make every attempt to keep this chart up to date, all warranty information is subject to change without notice.

Options

- JET BLACK PREMIUM CLOTH SEAT TRIM
- REMOTE VEHICLE STARTER SYSTEM
- SEATS DELUXE FRONT BUCKET (STD)
- AIR CONDITIONING AUTOMATIC CLIMATE CONTROL
- TRANSMISSION 6-SPEED AUTOMATIC WITH OVERDRIVE (STD)
- SEATS HEATED DRIVER AND FRONT PASSENGER
- WHEELS 17" (43.2 CM) ALUMINUM (STD)
- LT PREFERRED EQUIPMENT GROUP Includes Standard Equipment
- E85 FLEXFUEL CAPABLE FOR 2.4L DOHC 4-CYLINDER ENGINE
- CONVENIENCE PACKAGE includes (C68) automatic climate control (BTV) remote vehicle starter system (NP5) leather-wrapped steering wheel with audio and cruise controls (AE8) driver 8-way power front seat adjuster and (KA1) heated driver and passenger front seats
- Aluminum Wheels
- Tires - Rear All-Season
- Privacy Glass
- Power Mirror(s)
- Variable Speed Intermittent Wipers
- Satellite Radio
- Bluetooth Connection
- Smart Device Integration
- Telematics
- Bucket Seats
- Driver Adjustable Lumbar
- Rear Bench Seat
- Cruise Control
- Adjustable Steering Wheel
- Trip Computer
- Power Door Locks
- Keyless Entry
- A/C
- Power Outlet
- Passenger Vanity Mirror
- Passenger Illuminated Visor Mirror
- Brake Assist
- Stability Control
- Driver Air Bag
- Front Side Air Bag
- Rear Head Air Bag
- Navigation from Telematics
- GVWR 5070 LBS (2300 KG)
- ENGINE 2.4L DOHC 4-CYLINDER SIDI (SPARK IGNITION DIRECT INJECTION) with VVT (Variable Valve Timing) (182 hp [135.7 kW] @ 6700 rpm 172 lb-ft [232.2 N-m] @ 4900 rpm) (STD)
- SUMMIT WHITE
- SEAT ADJUSTER FRONT DRIVER 8-WAY POWER WITH POWER LUMBAR
- TIRES P225/65R17 ALL-SEASON BLACKWALL (STD)
- AXLE 3.53 FINAL DRIVE RATIO
- LICENSE PLATE BRACKET FRONT
- STEERING WHEEL LEATHER-WRAPPED with audio and cruise controls
- AUDIO SYSTEM CHEVROLET MYLINK RADIO 7" DIAGONAL COLOR TOUCH-SCREEN DISPLAY AM/FM/SIRIUSXM STEREO with MP3 playback capability outside temperature indicator and Radio Data System (RDS) includes Bluetooth streaming audio for select phones; voice-activated technology for radio and phone; Hands-Free smartphone integration with Pandora and Stitcher; Gracenote (Playlist+ Album Art) (STD)
- All Wheel Drive
- Power Steering
- ABS
- 4-Wheel Disc Brakes
- Tires - Front All-Season
- Temporary Spare Tire
- Heated Mirrors
- Intermittent Wipers
- AM/FM Stereo
- MP3 Player
- Auxiliary Audio Input
- Premium Sound System
- WiFi Hotspot
- Cloth Seats
- Pass-Through Rear Seat
- Floor Mats
- Steering Wheel Audio Controls
- Tire Pressure Monitor
- Power Windows
- Security System
- Engine Immobilizer
- Rear Defrost
- Driver Vanity Mirror
- Driver Illuminated Vanity Mirror
- Front Reading Lamps
- Traction Control
- Daytime Running Lights
- Passenger Air Bag
- Front Head Air Bag
- Passenger Air Bag Sensor
- Back-Up Camera

- Child Safety Locks

Exterior

- Luggage rack side rails
- Headlamps
- Rocker moldings
- Charcoal
- body-color with Charcoal lowers
- body-color
- Black with chrome surround (Includes additional Black accents with (PDR) Midnight Edition or (PDT) Sport Edition.)
- Moldings
- Glass
- Wiper
- intermittent with washer
- rear manual with fixed glass
- outside heated power-adjustable
- manual-folding
- front variable-speed
- roof-mounted
- halogen projector style
- door mounted
- Bumpers
- Door handles
- Grille
- Tire
- compact spare with steel wheel
- Charcoal lower rocker
- deep-tinted (all windows except light-tinted glass on windshield and driver- and front passenger-side glass)
- rear variable-speed
- Liftgate
- Mirrors
- body-color
- Wipers
- intermittent with washer

Interior

- Seat adjuster front driver power lumbar and 2-way power height adjuster
- 12-volt includes 1 front of console
- 1 in back of console and 1 in cargo area
- Theft-deterrent system
- SiriusXM Satellite Radio is standard on nearly all 2017 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music so you'll hear the best SiriusXM has to offer
- the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)
- Cruise control
- Mirror
- Visors
- Steering column
- Steering wheel controls
- Defogger
- Audio system feature
- Audio system
- 7" diagonal color touch-screen display AM/FM/SiriusXM stereo with MP3 playback capability
- Power outlets
- 4 auxiliary with covers
- 1 in console
- Chevrolet MyLink
- anti-theft alarm and engine immobilizer
- plus sports
- news and entertainment. Plus listening on the app and online is included
- anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial
- Steering wheel
- comfort grip vinyl with mounted cruise and audio controls
- Bluetooth for phone personal cell phone connectivity to vehicle audio system and HMI (Human Machine Interface) (Upgraded to Chevrolet MyLink radio with Bluetooth streaming audio for music and select phones.)
- electronic with set and resume speed
- inside rearview manual day/night
- driver and front passenger illuminated vanity mirrors
- tilt and telescopic
- mounted audio controls
- rear-window electric
- USB port
- Chevrolet MyLink radio
- outside temperature indicator and Radio Data System (RDS)
- includes Bluetooth streaming audio for select phones; voice-activated technology for radio and phone; Hands-Free smartphone integration with Pandora and Stitcher; Gracenote (Playlist+

- Album Art) (May be upgraded to (UHQ) Chevrolet MyLink radio with Navigation.)
- Air conditioning
- Instrumentation includes speedometer
- fuel level
- Assist handles
- Audio system feature
- Antenna
- Seat
- 2-way fore/aft adjustment with 60/40 split seatback and 3-way recline
- Driver Information Center monitors 26 various systems including
 - tire pressure
 - Trip Information Menu (trip 1
 - fuel range
 - instant fuel economy
- Windows
- Door locks
- Remote Keyless Entry with 2 transmitters
- content theft alarm activation verification and illuminated entry
- 2 front in center console and 2 rear in center armrest with 1 bottle holder in each door
- driver and front passenger
- interior with theatre dimming
- rear cargo area
- ambient lighting on center stack surround
- Console
- Floor mats
- Floor mats
- Compass display included in Driver Information Center (DIC)
- details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data. Available Wi-Fi requires compatible mobile device
- Audio system feature
- 80-watt 6-speaker system mid-range speakers in each door and tweeters in the A-pillars (Upgradeable to (UZ8) Pioneer premium 8-speaker sound system.)
- manual climate control (May be upgraded to (C68) automatic climate control.)
- single trip odometer
- engine temperature and tachometer
- front passenger and rear outboards
- auxiliary input jack
- roof-mounted
- rear
- Armrest
- rear center with dual cup holders
- Vehicle Information Menu (oil life
- standard/metric units)
- trip 2
- average fuel economy
- average vehicle speed) and compass display
- power with Express-Down on all 4 doors
- power programmable with power lockout protection
- panic button
- Cupholders
- Map pocket
- front seatback
- Lighting
- center-mounted dome
- dual front map lights
- and center console cupholders (Includes ambient lighting on instrument panel and center console.)
- front center with armrest and concealed storage
- carpeted front
- carpeted rear
- OnStar 4G LTE and built-in Wi-Fi hotspot connects to the Internet at 4G LTE speeds; includes OnStar Data Trial for 3 months or 3GB (whichever comes first) (Visit www.onstar.com for coverage map
- active OnStar service and data plan. Data plans provided by AT&T.)

Mechanical

- E10 Fuel capable
- Brakes
- 4-wheel disc
- 120 amps
- single
- maintenance free with rundown protection
- GVWR
- Chassis
- for 2.4L DOHC 4-cylinder engine (May be upgraded to (FHS) E85 FlexFuel Capable with (FE9) Federal emissions.)
- 4-wheel antilock
- Alternator
- Exhaust
- Battery
- 525 CCA
- 5070 lbs (2300 kg) (Requires all-wheel drive vehicles and (LEA) 2.4L DOHC 4-cylinder SIDI engine.)
- all-wheel drive (1LK26 model only.)

- Suspension
- optimally-tuned shocks and hydraulic-ride bushings in front control arms
- Suspension
- Steering
- electric-variable
- 3.53 final drive ratio (Requires 1LK26 model and (LEA) 2.4L DOHC 4-cylinder SIDI engine.)

Safety

- OnStar Guidance Plan for 3 months
- Stolen Vehicle Assistance
- Turn-by-Turn Navigation
- including Automatic Crash Response
- Roadside Assistance
- Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for coverage map)
- Daytime Running Lamps
- LATCH system (Lower Anchors and Top tethers for Children)
- Traction control
- rear child security
- 3-point
- all seating positions
- Tire Pressure Monitor System (Does not monitor spare.)
- brake assist
- electronic stability control system
- dual-stage
- driver and right front passenger with passenger sensing system
- seat mounted
- head curtain
- Safety belts 3-point
- height-adjustable includes pretensioners
- Hill Start-Assist (HSA)
- Passenger Sensing System
- front passenger/child presence detector (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owners Manual for more information.)
- Security or Navigation services.)

- front independent MacPherson strut with stabilizer bar
- Suspension
- rear independent multi-link with hydraulic rear trailing arm links and stabilizer bar
- Refined Ride
- power-assist
- Axle
- including Automatic Crash Response
- Roadside Assistance
- Advanced Diagnostics and more (trial excludes Hands-Free Calling) for 6 months
- Stolen Vehicle Assistance
- Turn-by-Turn Navigation
- details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data.)
- LED
- for child safety seats
- Door locks
- Safety belts
- rear
- Rear Vision Camera
- Brakes
- StabiliTrak
- Air bags
- front
- Thorax side-impact
- driver and right front passenger
- side front and rear outboard seating positions (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- driver and right-front passenger
- Brakes
- Air bag
- sensor indicator inflatable restraint
- OnStar Basic plan for 5 years includes limited vehicle mobile app features
- Monthly Diagnostics Report and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery and is transferable. Does not include Emergency



Garvin Motors, Inc.

1105 West Coulter
Powell, WY 82435
307-754-5743
erellb@garvinmotors.com

Vehicle Information

Vehicle: 2017 Chevrolet Equinox Utility 4D LT AWD 2.4L I4
 Reference #: A1803
 Region: Mountain
 Period: June 1, 2018
 VIN: 2GNFLFEKXH6343665
 Mileage: 27,153
 Weight: 3,951



NADA Used Cars/Trucks Values

Trade-In	Base	Mileage Adj.	Option Adj.	Adjusted Value
Rough	\$17,625	N/A	N/A	\$17,625
Average	\$19,000	N/A	N/A	\$19,000
Clean	\$20,125	N/A	N/A	\$20,125
Clean Retail	\$21,875	N/A	N/A	\$21,875



REQUEST FOR QUOTE

#2018-07

The City of Cody is requesting quotes for the following used equipment. Please submit your quote to:

City of Cody
 Attention: Rob Kramer
 P.O. Box 2200
 Cody, Wyoming 82414
 Or deliver to City Hall at 1338 Rumsey Avenue, Cody, Wyoming.

A1803
21,000

Quotes must be received no later than 10:00 a.m., Friday, July 6, 2018.

(1) Used 2016 or Newer, Chevrolet Equinox SUV.

DOFC 6/13/17

- Odometer reading: 41,000 miles or less
- Engine: 4 Cylinder
- Automatic Transmission
- AWD
- Traction Control
- 4-wheel ABS
- Cruise control
- Power Steering
- Electric windows and door locks
- Power Seats
- A /C
- Radio: AM/FM/CD w/clock
- Bluetooth Wireless
- Backup Camera
- Privacy Glass
- Roof Rack
- Balance of manufactures warranty (if any)
- Delivery time: 5 working days max.

The City of Cody may reject any and all quotes or make substitution, waive defects it deems unsubstantial in any quote, and that if an award is made, the City Council will award the quote in the best interest of the City.

Please direct all questions to Rob Kramer at 307-587-2958.

Thank you,

Rob Kramer
 Streets and Fleet Maintenance Superintendent



CITY OF CODY
WYOMING

Fax Transmittal Sheet

Date: 7/2/18

Number of Pages (Including Cover Sheet): 2

Deliver To:

Name: _____

Company/Department: Garvin Motors

Fax #: 307-754-5842 Telephone: _____

From:

Name: Rob Kramer

Division: Fleet Maintenance

Fax #: 307-527-7349 Telephone: 307-587-2958

Comments:

Please see the following request for quotes for a used SUV.
Any questions can be directed to Rob Kramer at (307) 587-2958.
Thank you.

MEETING DATE: JULY 17, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Approve the outside agency funding agreement between the City of Cody and Forward Cody Wyoming Inc

ACTION TO BE TAKEN:

Authorize the Mayor to sign the outside agency funding agreement with Forward Cody Wyoming Inc for Fiscal Year 2018-2019.

SUMMARY OF INFORMATION:

The City of Cody finds that it is in the public interest to contract with non-profit organizations to provide necessary support of the poor; to provide human services for residents of the City; to promote industrial and /or economic development; to advertise the resources of the City; and to encourage exhibits at fairs, exhibitions and conventions in Cody.

This City enters into this agreement for the purpose of promoting industrial and economic development activities with the City of Cody.

FISCAL IMPACT

Funding for this agreement was approved in the City's FY18-19 budget utilizing Lodging Tax funds.

ATTACHMENTS

1. Outside agency funding agreement

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

OUTSIDE AGENCY FUNDING AGREEMENT

THIS AGREEMENT is between the CITY OF CODY, Wyoming, hereinafter referred to as the “City”, and Forward Cody Wyoming Inc, hereinafter referred to as the “Recipient”.

1. **PURPOSE.** The City of Cody finds that it is in the public interest to contract with non-profit organizations to provide necessary support of the poor; to provide human services for residents of the City; to promote industrial and /or economic development; to advertise the resources of the City; and to encourage exhibits at fairs, exhibitions and conventions in Cody. This City enters into this Agreement for the purpose of assuring that the community services described above can be provided.
2. **PROVISION OF SERVICES.** Recipient hereby agrees to use the funding for the purpose of pursuing economic development opportunities to enhance existing business and bring new businesses to the City of Cody. Use of awarded funds for any other purpose is strictly prohibited.
3. **TERM OF AGREEMENT.** This agreement shall be effective as of the 1st day of July 2018, and shall continue until the 30th day of June 2019, at which time the agreement shall terminate. This agreement shall not be renewed or extended past the termination date.
4. **PAYMENT.** In consideration of the Recipient providing the services described herein, for the period described herein, the City agrees to pay the Recipient \$15,000. Payment shall be made within 45 days of the City receiving a funding agreement signed by both parties.
5. **REPORTS AND ACCOUNTING.** Recipient agrees that the financial and accounting records and accounts of the organization shall be open and available for inspection by officers or designated agents of the City upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the obligations of this Agreement.
6. **PAYMENT OF DEBTS.** Recipient agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of the services herein contained and shall hold and save the City harmless from any such claims or debts.
7. **RELEASE OF LIABILITY.** Recipient agrees to hold the City harmless in any proceedings of any nature or kind, including, but not limited to Workers’ Compensation claims of or by anyone whomsoever, claims for bodily injury, death and property damage, in any way resulting from or arising out of the operations in connection herewith.

The undersigned represents that he / she has the authority to enter into this agreement on behalf of the organization named herein, and to bind the organization to this agreement, and to accept the terms and conditions described herein.

RECIPIENT

Signature	
Printed Name	
Title	
Date	

CITY

Signature	
Printed Name	
Title	
Date	

MEETING DATE: JULY 17, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Authorize the Mayor to sign funding relinquishment letters to the Wyoming State Loan and Investments Board for the Wastewater Treatment Facility project phase 1

ACTION TO BE TAKEN:

Authorize the Mayor to sign the funding relinquishment letters to the Wyoming State Loan and Investments Board for undisbursed funds for the mineral royalty grant and the clean water state revolving fund loan pertaining to the wastewater treatment facility project phase 1.

SUMMARY OF INFORMATION:

The City was awarded a mineral royalty grant in the amount of \$800,000 and a clean water state revolving fund loan in the amount of \$1,884,750 for phase 1 of the wastewater treatment facility project.

The project was completed under budget and the remaining funds on the grant and the loan totaling \$217,160.43 will not be utilized. SLIB requires the City to submit relinquishment letters before the project can be closed out.

FISCAL IMPACT

The City will not receive any additional disbursements for this project from SLIB and all eligible expenses have been reimbursed by the grant and the loan.

ATTACHMENTS

1. Relinquishment letter for the mineral royalty grant
2. Relinquishment letter for the clean water state revolving fund loan

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____



CITY OF CODY
WYOMING

July 17, 2018

WYOMING STATE LOAN & INVESTMENT BOARD
OFFICE OF STATE LANDS & INVESTMENTS
122 WEST 25TH STREET, 3RD FLOOR WEST
HERSCHLER BUILDING
CHEYENNE, WYOMING 82002-0600

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

Project ID#: 15070PA
Project Name: Wastewater Treatment Facility Improvement
Balance of undisbursed funds: \$53,756.30

This letter serves as notification to the Wyoming State Loan and Investment Board, Office of State Lands and Investments, that the City of Cody does not intend to fully expend the grant awarded for the project referenced above and the balance of undisbursed funds listed above will revert back to the Wyoming State Loan and Investment Board.

Matt Hall
Authorized Jurisdiction Representative – Printed Name

Mayor
Title

Signature

Date



CITY OF CODY
WYOMING

July 17, 2018

WYOMING STATE LOAN & INVESTMENT BOARD
OFFICE OF STATE LANDS & INVESTMENTS
122 WEST 25TH STREET, 3RD FLOOR WEST
HERSCHLER BUILDING
CHEYENNE, WYOMING 82002-0600

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

Project ID#: CWSRF-157
Project Name: Wastewater Treatment Facility Upgrade & Expansion Phase 1
Balance of undisbursed funds: \$163,404.13

This letter serves as notification to the Wyoming State Loan and Investment Board, Office of State Lands and Investments, that the City of Cody does not intend to fully expend the grant awarded for the project referenced above and the balance of undisbursed funds listed above will revert back to the Wyoming State Loan and Investment Board.

Matt Hall
Authorized Jurisdiction Representative – Printed Name

Mayor
Title

Signature

Date

MEETING DATE: JULY 17, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Approve the grant agreement with Wyoming Arts Council

ACTION TO BE TAKEN:

Approve the grant agreement between the City of Cody and the Wyoming Arts Council for an award for the concerts in the park program and authorize the Mayor and City Administrator to sign the grant agreement.

SUMMARY OF INFORMATION:

The City of Cody was awarded a grant from the Wyoming Arts Council in the amount of \$2,586 for the 2018 concerts in the park program. This grant will be used to pay for the sound coordinator and sound technicians.

FISCAL IMPACT

The City had already included an anticipated \$3,300 in grant revenue. Since the award was less, the City will receive \$714 less in revenue and will expend \$714 less on the program.

ATTACHMENTS

Wyoming Arts Council grant agreement

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

WYOMING ARTS COUNCIL
Subgrantee Award Agreement

Organization Name (if applicable): City of Cody/Parks, Recreation & Public Facilities Department

Individual Name (if applicable):

Organization EIN (not applicable for Individuals): 836000052

Address: P. O. Box 2200

City/State/Zip: Cody, WY 82414

Grant Category: Community Support Grant 2019

Award Amount: \$2,586.00

Project Dates: 07/05/18 - 08/23/18

Project Title: CSG: Concerts in the Park 2018

Fiscal Sponsor (only if applicable)

Fiscal Sponsor Organization:

Fiscal Sponsor EIN:

Address:

City/State/Zip:

PAYMENT OF FUNDS

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

AGREEMENT FOR FUNDING

1. STATE AND FEDERAL INFORMATION FOR RECIPIENTS OF FUNDS

A. Individuals

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

B. Organizations

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

1) Incorporation

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

2) Federal Matching Funds

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

2. CREDITING

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

3. CHANGES TO GRANT

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

4. FINAL REPORT

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

5. AUDIT

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

6. ENTIRETY OF AGREEMENT

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

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

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

Michael Lange - Wyoming Arts Council Executive Director Date

 # 182944 6/22/18

Attorney General's Office Approval as to Form Date

Individual Award Signature

Individual Award Recipient Signature Date

Applicant Organization Must Provide Two Different Signatures

If using a Fiscal Sponsor, 2nd signature must be a Legal Representative of the Fiscal Sponsor

Signature of Subgrantee Project Director, Grant Seeker or Grant Contact Date

Signature of Subgrantee President, Chairman, Director or Fiscal Sponsor Date

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

Retain a copy of Award Agreement for your records.

MEETING DATE: JULY 17, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Approve the software contract between the City of Cody and Sun Ridge Systems

ACTION TO BE TAKEN:

Approve the software agreement and authorize the Mayor to sign the agreement between the City of Cody and Sun Ridge Systems for the national crime statistics exchange grant project.

SUMMARY OF INFORMATION:

The City of Cody was awarded \$60,000 from the US Department of Justice for the implementation assistance program phase IV of the national crime statistics exchange for the NIBRS system (national incident-based reporting system). This agreement will allow Sun Ridge Systems to provide the necessary software upgrade and support needed to implement the NIBRS system.

FISCAL IMPACT

Funding for this contract is provided by the US Department of Justice NIBRS grant. No matching funds are required from the City.

ATTACHMENTS

1. Sun Ridge Systems contract

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

SUN RIDGE SYSTEMS, INC.
SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (“Agreement”) is executed in duplicate as of _____, 2018, between Sun Ridge Systems, Inc., a California corporation (“Sun Ridge”), and the City of Cody, a political subdivision of the State of Wyoming (“the City”) located at 1338 Rumsey Avenue, Cody, 82414.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software (“Software”) and services (“Services”) to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

Section 2. City Project Manager. Sun Ridge shall work under the general direction of Monte McClain, representative of Park County, and Scott Kitchen, representative of the City of Cody, in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the “Project”) described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount (“Contract Amount”) given in Exhibit A according to the following schedule (“Payment Schedule”):

<u>Milestone</u>	<u>Amount of Payment</u>
<u>After Installation is Complete</u>	50% of Contract Amount
<u>60 Days After Installation is Complete</u>	50% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge’s reasonable control.

Section 5. Invoices. Invoices shall be sent to:

City of Cody, Attn: Accounts Payable

PO Box 2200

Cody, WY 82414

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City’s receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after

City's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) days after City's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all other Services and the payment by the City to Sun Ridge of the entire Contract Amount. Notwithstanding the foregoing, the License described in Section 8 below will remain in effect until it is terminated pursuant to Section 8.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, ~~or termination of this Agreement pursuant to the terms of this Agreement. If the City terminates this Agreement, City will be entitled to a refund of up to the total amount paid to Sun Ridge, depending on the degree and severity of the defects, impairments, errors or failure of the Software to conform to its Documentation or serve its intended purpose.~~ The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the installation of the Software to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software on all computers in the City's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 11 of this Agreement.

b. The term of the License shall commence upon installation of the Software by the City and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 10 through 12, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 9. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's use or misuse of the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, ~~or any other Claims arising out of or related to the use or implementation of the Software.~~ or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of Wyoming concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.

Section 10. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so. ~~The City may terminate this Agreement at any time upon written notice to Sun Ridge. In the event of either termination because of breach, or termination without cause, City shall be entitled to a reimbursement of up to the entire amount paid to Sun Ridge, depending on the degree and severity of the defects, impairments, errors or failure of the Software to conform to its Documentation or serve its intended purpose.~~

Section 11. Confidential Information. “Confidential Information” means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. “Documentation” means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party’s Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a “need to know” basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 12. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of [Wyoming](#).

b. Arbitration. ~~If a dispute arises from or related to this Agreement or the breach of this Agreement, and if such dispute cannot be settled through direct discussions, the parties may mutually agree to settle the dispute through either mediation or arbitration.~~

If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address indicated in the initial paragraph of this Agreement or to Facsimile No. (307) 527-6532; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final

Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

i. The City of Cody, by entering into this Agreement, does not waive its governmental immunity, and does not waive the rights provided to it under the Wyoming Constitution and Wyoming law, and expressly reserves the right to assert immunity as a defense to any cause of action or claim arising under this Agreement.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

City of Cody

By:

By:

Anthony B. Richards
Its: President

Its:

Exhibit A Scope of Work and Contract Amount

Custom Development of Software - WY Specific Additions	\$45,000
RIMS Baseline NIBRS Software	\$ 9,000
Project Management	\$ 2,000
Installation	\$ 750
Support and Maintenance Agreement (1 st Year)	\$ 1,200
Implementation and Support Personnel to conduct Human Management Interfacing with Cody Police Department Personnel	\$ 500
Installation/Implementation Support Travel Expenses	<u>\$ 1,550</u>
Contract Amount	\$60,000

NOTICE OF APPLICATION TO TRANSFER THE OWNERSHIP
OF A RETAIL LIQUOR LICENSE

Notice is hereby given that on the 22nd day of June 2018, Albertson's LLC, filed an application to transfer the ownership of a retail liquor license in the office of the Clerk of the City of Cody currently located at 1801 17th Street currently owned by Wilder Enterprises LLC and protests, if any there be, against the transfer of such license will be heard at the hour of 7:00 p.m., or as soon thereafter as practical, on the 17th day of July, 2018, in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: June 25, 2018

Cindy Baker

Administrative Services Officer

PUBLISH: June 28th and July 5th, 2018

MEETING DATE: JULY 17, 108
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Request for Transfer of Ownership of a Retail License

ACTION TO BE TAKEN:

Approve the transfer of ownership of a Retail Liquor License from Wilder Enterprises, LLC located at 1801 17th Street to Albertson's LLC for same location

SUMMARY OF INFORMATION:

On June 22nd the City of Cody received an application to transfer a retail license from Wilder Enterprises, LLC located at 108 17th Street to Albertson's LLC, dba Albertson's Store #2061 with plans to due business at same said location.

The applicant has provided all required documentation requested by the State of Wyoming Liquor Division, as well as, the City of Cody. A public hearing was advertised for to be held on July 17th. The application was reviewed and submitted to the State Liquor Division, and any issues, if applicable, have been addressed.

The license for Wilder Enterprises, LLC was approved for the renewal period of 8/1/18-7/31/19 at the June 19th meeting and provided the renewal fee is paid in full, the license would be eligible for the transfer of ownership if approved. The transfer would be in effect 8/1/18-7/31/19

FISCAL IMPACT

Wilder Enterprises, LLC renewal fee of \$1,500
Albertson's LLC transfer fee of \$100

ALTERNATIVES

The City may deny the transfer of ownership based on Wyoming State Statutes Title 12. If the City denies a renewal application, the applicant may appeal to the District Court.

ATTACHMENTS

1. Transfer Application from requestor.

AGENDA & SUMMARY REPORT TO:

Albertson's LLC & Wilder Enterprises, 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 #: _____

License Fees Annual Fee: \$ _____ Date filed with clerk: 6.1.2018

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 10/28 & 7/5

Transfer Fee: \$ 100.00 Hearing Date: 7.17.18

Publishing Fee: \$ 1441.00

Publishing Fee Direct Billed to Applicant:

License Term: 8 / 1 / 18 Through 7 / 31 / 19
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: Albertson's LLC

Trade/Business Name (dba): Albertson's Store #2061

Building to be licensed/Building Address: 1801 17th Street
Number & Street

Cody WY 82414 Park
City State Zip County

Mailing Address: 1825 17th Street
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: (307) 527-7007 Fax Number: () n/a

E-Mail Address: s2061c90@albertsons.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Eastgate Center Addition, General Business

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR) <input checked="" type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
--	--	--

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

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from SUN to Sat

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 6 am to 11 pm

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 2 paragraph 3 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 7 paragraph 11.1 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?
		See attached				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)

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:

X See Business Plan attached.

- 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)

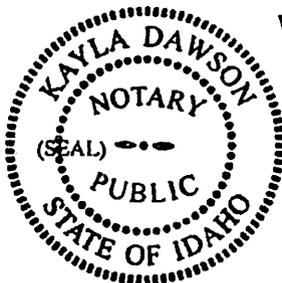
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF IDAHO)
) SS.
COUNTY OF Ada)

Signed and sworn to before me on this 21st day of June, 2018, that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>BRANTLEY R. BERKSTEIN</u> (Printed Name)	<u>Authorized Signatory</u> 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]
Signature of Notary Public

My commission expires: 12/14/22

Wilder Enterprises, LLC
902 Rumsey Ave.
PO Box 813
Cody, Wyoming 82414

June 19, 2018

Cindy Baker, Officer
Administrative Services
City of Cody
1338 Rumsey Ave.
Cody, WY 82414

Re: City of Cody, Wyoming Retail Liquor License No. 402

Dear Ms. Baker,

Wilder Enterprises, LLC (Wilder) is the licensee of Liquor License No. 402 (License). Wilder is under contract to sell the License to Albertson's LLC (Albertson's), contingent upon the City Council's approval of the liquor license transfer application. Wilder approves of Albertson's submitting an Application for the transfer of the License and authorizes the transfer of the License to Albertson's upon City Council's approval and satisfaction of any other conditions in the contract between the parties.

Please let us know if you need anything further. If you have any questions, please do not hesitate to contact us. Thank you for your attention to this matter.

Yours truly,

Wilder Enterprises, LLC

Alberton's LLC

True and Correct Name: **James L. Donald (President & COO)**

Date of Birth:

Residence address:

Phone Number:

No. of Years in LLC: **2/2018 - present**

% Interest: **-0-**

Have they been convicted of a felony violation? **NO**

Have they been convicted of a violation relating to alcoholic liquor or mail beverages? **NO**

True and Correct Name: **Robert B. Dimond (EVP & CFO)**

Date of Birth:

Residence address:

Phone Number:

No. of Years in LLC: **2014 – present**

% Interest: **-0-**

Have they been convicted of a felony violation? **NO**

Have they been convicted of a violation relating to alcoholic liquor or mail beverages? **NO**

True and Correct Name: **Robert A. Gordon, Jr. (EVP, Gen Counsel & Secretary/Director)**

Date of Birth:

Residence address:

Phone Number:

No. of Years in LLC: **2015 – present**

% Interest: **-0-**

Have they been convicted of a felony violation? **NO**

Have they been convicted of a violation relating to alcoholic liquor or mail beverages? **NO**

True and Correct Name: Gary R. Morton (VP, Treasurer & Asst. Secretary)

Date of Birth:

Residence address:

Phone Number:

No. of Years in LLC: 2015 – present

% Interest: -0-

Have they been convicted of a felony violation? NO

Have they been convicted of a violation relating to alcoholic liquor or mail beverages? NO

True and Correct Name: Robert G. Miller (Director)

Date of Birth:

Residence address:

Phone Number:

No. of Years in LLC: 2006 – present

% Interest: 1.6 indirect (through Albertson's Investor Holdings, LLC)

Have they been convicted of a felony violation? NO

Have they been convicted of a violation relating to alcoholic liquor or mail beverages? NO

True and Correct Name: Lisa A. Gray (Director)

Date of Birth:

Residence address:

Phone Number:

No. of Years in LLC: 2006 – present

% Interest: -0-

Have they been convicted of a felony violation? NO

Have they been convicted of a violation relating to alcoholic liquor or mail beverages? NO

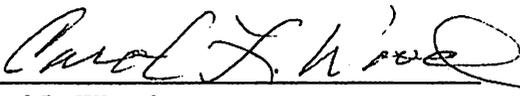
As evidenced by the Certificate of Carol L. Wood attached hereto, Bradley R. Beckstrom has authority to sign documents for Albertson's LLC.

CERTIFICATE

The undersigned, Carol L. Wood, an Authorized Signatory of Albertson's LLC, a Delaware limited liability company and its consolidated subsidiaries, (the "Company"), hereby certifies as follows:

1. That Bradley R. Beckstrom is authorized to sign any and all real estate documents for Albertson's LLC and its subsidiary entities.
2. That the undersigned has the power and authority to execute this Certificate on behalf of the Company, and that she so executed this Certificate this 22nd day of June, 2018.

Albertson's LLC, a Delaware limited liability company

By 
Carol L. Wood
Authorized Signatory

LIQUOR STORE LEASE

THIS LIQUOR LEASE ("Lease") is entered into as of the 21st day of June 2018 ("Effective Date"), by and between Wilder Enterprises, LLC, a Wyoming limited liability company ("Landlord"), and Albertson's LLC, a Delaware limited liability company ("Tenant").

1. **Definitions.** The following terms as used in this Lease shall have the meanings hereinafter set forth:

1.1 **"Landlord":** Wilder Enterprises, LLC, a Wyoming limited liability company, whose address is 902 Rumsey Ave., PO Box 813, Cody, Wyoming 82414.

1.2 **"Tenant":** Albertson's, LLC, a Delaware limited liability company, whose address is P.O. Box 20, 250 Parkcenter Blvd., Boise, Idaho, 83726.

1.3 **"Shopping Center":** That certain property located in the City of Cody, County of Park, State of Wyoming, comprised of "Parcel 1," "Parcel 2," "Parcel 3" and "Parcel 4," collectively, as depicted on Exhibit "A" and more particularly described in Exhibit "B," each attached hereto, commonly known as the "Eastgate Shopping Center."

1.4 **"Leased Premises":** That portion of the Shopping Center cross-hatched on Exhibit "A," being the northern end-cap of the shops building on Parcel 3 located at 1801 17th Street, Cody, Wyoming, and consisting of approximately 1,824 square feet of floor area. The Leased Premises include, as an appurtenant right thereto, the use of the Common Area in common with all other tenants or occupants of the Shopping Center and their customers, employees, contractors, licensees and invitees.

1.5 **"Building":** The building in which the Leased Premises are situated.

1.6 **"Common Area":** All those areas on each Parcel devoted to ingress, egress, parking, pylon signs and landscaping, and common utility lines and facilities necessary for the operation of the buildings and improvements in the Shopping Center, as the same may exist from time to time. Canopies of buildings which extend over Common Areas and any columns or posts supporting them shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

1.7 **"Supermarket Lease":** Tenant also operates a supermarket on Parcel 2 of the Shopping Center located at 1825 17th Street, Cody, Wyoming ("Supermarket"), pursuant to a Restated and Amended Shopping Center Ground Lease between Albertson's, Inc. (Tenant's

predecessor-in-interest, as tenant) and M&M Company (Landlord's predecessor-in-interest, as landlord) dated July 28, 1994.

2. Liquor License Condition.

2.1 The Leased Premises is operated as a liquor store selling beer, wine, liquor and other alcoholic beverages for off-premises consumption ("Liquor Store").

2.2 As of the execution date of this Lease, Landlord is the operator of the Liquor Store and the owner of all assets related thereto, including, without limitation, the City of Cody, Wyoming Retail Liquor License No. 402 with an expiration date of July 31, 2018, provided that Landlord has a renewal application pending that will extend the expiration date to July 31, 2019 ("Liquor License"). Tenant is in the process of acquiring the assets of the Liquor Store from Landlord, including the Liquor License, pursuant to the terms of a Liquor Store Purchase Agreement dated _____, 2018 ("Purchase Agreement").

2.3 The closing under the Purchase Agreement is subject to numerous conditions, the primary one being approval by the Cody City Council of Tenant's application for transfer of the Liquor License from Landlord to Tenant ("Liquor License Condition"), which application Tenant will submit to the City of Cody as soon as reasonably possible after the Effective Date of this Lease.

2.4 Notwithstanding the execution of this Lease, this Lease shall be null and void if the Liquor License Condition is not met, or if the closing under the Purchase Agreement does not occur for any other reason; provided that after the transfer of the Liquor License and the closing under the Purchase Agreement occurs ("Closing Date"), the conditions set forth in this Section 2 shall be deemed irrevocably satisfied.

3. Term.

3.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises for a primary term commencing on the Closing Date and terminating on August 31, 2019.

3.2 Tenant, by giving Landlord at least sixty (60) days written notice before the expiration of the primary term, may extend the term of this Lease by five (5) consecutive periods of five (5) years each (each an "Option Term") on the same terms and conditions, except length of term and rent, as the primary term.

3.3 Notwithstanding the foregoing, at any time during the term of this Lease (including both the primary term and any option Term), Tenant may elect to relocate its liquor sales operation from the Leased Premises to inside the Supermarket. In such event, Tenant shall have the right to terminate this Lease upon ninety (90) days written notice to Landlord

and shall surrender the Leased Premises to Landlord thirty (30) days after such 90-day period. Rent shall be paid for the full one hundred twenty (120) day period.

3.4 Landlord may advertise the Leased Premises as being available for lease as soon as it receives notice that Tenant will not exercise an Option Term or Tenant fails to exercise an option to renew under Section 3.2, or Tenant exercises its relocation right under Section 3.3; provided, however, Landlord shall first notify Tenant of its intention to advertise and give Tenant an opportunity to inform its employees and otherwise comply with legal requirements related to its employees.

4. Rent.

4.1 Rent shall commence sixty (60) days after the first full calendar month following Tenant opening for business to the public ("Rent Commencement Date"). Thereafter, during the primary term and each Option term (if exercised), Tenant shall pay Landlord Monthly Rent as follows:

Primary Term	\$1,300.00/mo.
First Option Term	\$1,300.00/mo.
Second Option Term	\$1,397.50/mo.
Third Option Term	\$1,502.31/mo.
Fourth Option Term	\$1,614.98/mo.
Fifth Option Term	\$1,736.10/mo.

The Monthly Rent shall be paid in advance on the first day of each calendar month during the term. In addition to the Monthly Rent, Tenant shall pay as additional rent the costs described in Article 5 below, all of which, along with any other costs and expenses payable by Tenant under this Lease, collectively constitute "rent." Rent for any partial month shall be prorated.

4.2 Tenant shall pay rent to the Landlord at Wilder Enterprises, LLC, 902 Rumsey Ave., PO Box 813, Cody, Wyoming 82414, or to such other agent or person as Landlord may from time to time designate in writing.

5. Additional Rent: Taxes, Insurance and Common Area Expenses.

5.1 Landlord shall pay, or cause to be paid, prior to delinquency, all real estate taxes and assessments on Parcel 3 and the improvements thereon ("Real Estate Taxes"); Tenant shall pay, prior to delinquency, all personal property taxes on the Leased Premises and Tenant's furniture, trade fixtures and equipment therein. Tenant shall further pay to Landlord any excise, privilege, rental and other taxes levied against Landlord measured by the rents payable under this Lease, if any, provided that nothing herein shall be construed to require Tenant to pay any estate, gift, inheritance or net income tax of Landlord.

5.1 Landlord shall pay all general liability and property insurance policy premiums required to be carried by Landlord on the Building under Section 14.1 below ("Landlord's Building Insurance").

5.3 Landlord shall pay all expenses incurred to maintain and insure the Common Area pursuant to the standards and methodology set forth in Article 12 of the Supermarket Lease ("Common Area Expenses").

5.4 Tenant shall be billed quarterly in arrears for its pro rata share of the Real Estate Taxes and Landlord's Building Insurance, based on the actual cost thereof, with the first billing date being the last day of the first full calendar quarter following the Rent Commencement Date. Tenant's pro rata share of the Real Estate Taxes and Landlord's Building Insurance shall be sixteen percent (16%) based on the ratio that the floor area of Tenant's Leased Premises (1,824 square feet) bears to the total floor area in the Building (11,628 square feet).

5.5 Tenant shall be billed quarterly in arrears for its pro rata share of the Common Area Expenses, based on the actual cost thereof, with the first billing date being the last day of the first full calendar quarter following the Rent Commencement Date. Tenant's pro rata share of the Common Area Expenses shall be three and 20/100 percent (3.2%), based on the ratio that the floor area of Tenant's Leased Premises (1,824 square feet) bears to the total floor area of all the buildings in the Shopping Center (62,991 square feet).

5.6 Landlord waives any and all right to collect Tenant's pro rata share of any Real Estate Taxes, Landlord's Building Insurance or Common Area Expenses for which a bill is not submitted to Tenant within ninety (90) days after the end of the calendar year in which said expense is incurred.

6. Maintenance and Utilities.

6.1 Landlord shall keep the, foundation, roof, and structural elements of the Leased Premises (including, without limitation, underground utilities, utilities in or under the floor slab, floor slabs, wall and column foundations, exterior walls [including exterior painting], interior load bearing walls, columns, beams and connections, joists and purlins, dock and retaining walls [if any] and storefront framing) and the heating/ventilation/air conditioning ("HVAC") system, in good condition and repair during the Lease term, provided that Tenant shall be responsible for seasonal maintenance of the HVAC system. Tenant shall give Landlord written notice of the need for such repairs and Landlord shall promptly commence and complete said repairs within thirty (30) days following receipt of Tenant's written notification, provided that emergency repairs shall be completed immediately; provided, further, if immediate action is necessary to prevent potential loss or injury to Tenant's property or its customers, invitees or employees, Tenant may make such repairs and Landlord shall reimburse Tenant for the reasonable and necessary cost of such repairs within thirty (30) days after

receipt of request for same. In addition, Landlord shall maintain the Common area in compliance with the standards set forth in Article 12 of the Supermarket Lease.

6.2 Tenant shall keep and maintain the interior of the Leased Premises, including the doors, windows, plumbing, floor and the nonstructural portions of the Leased Premises, in good repair, order and condition, except for ordinary wear and tear and damage resulting from fire and other casualty.

6.3 Tenant shall pay all charges for water, gas, electricity, heat, telephone and other utilities supplied to the Leased Premises during the term of this Lease.

7. Alterations and Fixtures.

7.1 Tenant may, at Tenant's expense, make such repairs, additions, alterations and improvements to the Leased Premises (including, without limitation, installation and maintenance of signs on or about the Leased Premises) as Tenant deems desirable, provided that structural modifications shall require Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

7.2 Tenant may install in the Leased Premises any trade fixtures and equipment Tenant deems desirable, and they shall remain Tenant's personal property. Tenant may remove any such trade fixtures and equipment at any time during the term of this Lease, but shall repair any damages to structural portions of the Leased Premises caused by such removal.

7.3 Tenant shall not permit any liens to attach to the Leased Premises for any work done or materials furnished in connection with the performance of Tenant's work described in this Article 7 or elsewhere in this Lease; provided, however, that Tenant may contest the validity of any such lien, but upon a final determination of the validity thereof, Tenant shall cause the lien to be satisfied and released of record. Tenant shall, within thirty (30) days after receipt of written notice from Landlord, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which Landlord shall have the right, at Tenant's expense, to transfer said lien to bond. Tenant shall indemnify, defend and hold harmless Landlord from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorneys fees on any appeal), liens, claims of lien, judgment, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of Landlord, its agents, contractors or employees.

7.4 Landlord represents and warrants to Tenant that the Leased Premises, the Building and the Shopping Center are free of asbestos and other hazardous substances as defined by any and all applicable environmental laws, rules and regulations. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all liability, claims, damages, costs and expenses (including reasonable attorney's fees and reasonable attorney's

fees on any appeal), judgments, proceedings and causes of action arising from a breach of the foregoing representation and warranty, including, without limitation, any costs and expenses Tenant incurs for properly disposing of asbestos materials in remodeling the Leased Premises.

8. Telecommunications Easement and Early Access.

8.1 Landlord hereby grants Tenant, for the benefit of the Leased Premises, an exclusive easement over and across the rear wall of the Building for installation, operation, maintenance, repair and replacement of telecommunications fiber line(s) (or similar communications or data lines) connecting the Supermarket and the Liquor Store enabling Tenant to connect the computer sales/records equipment of the Supermarket and Liquor Store and operate the Liquor Store as if it was a department within the Supermarket ("Telecommunications Line"). Tenant, as grantee of the Telecommunications Line easement, shall bear all costs related to the installation, operation, maintenance, repair and replacement of the Telecommunications Line, shall repair to the original specifications any damage to the rear wall of the Building resulting from such use, and all such installation and repairs shall be completed within thirty (30) days after commencement of such installation or repairs.

8.2 Landlord acknowledges that Tenant intends to commence operating the Liquor Store immediately after the Closing Date and must have its Telecommunications Line and related equipment installed and ready to operate prior to the Closing Date. Therefore, from and after the Effective Date of this Lease, Landlord shall grant Tenant access (a) to the Building to install the Telecommunications Line, and (b) to the interior of the Leased Premises to install Tenant's IT infrastructure and set up related equipment in the back room of the unit, including setting up sales/records equipment in the back room for testing five (5) days prior to the transfer date described in the Purchase Agreement; provided, however, Tenant shall endeavor to minimize any interference with the ongoing business operations in the Leased Premises.

9. Signs.

9.1 Tenant shall be permitted to display the maximum amount of signage on the exterior walls of the Leased Premises as permitted by law.

9.2 Tenant shall be permitted to display the designation of Tenant's liquor business on (a) the middle panel of the pylon sign for the Shopping Center, and (b) such panel on the monument sign for the Shopping Center as agreed upon by the parties.

9.3 With regard to both building and pylon/monument signs, Tenant may use its standard signs and logos as they may exist from time to time. Tenant's signs shall be constructed, installed and maintained at Tenant's sole cost and expense.

10. Landlord's Title.

10.1 Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and the Shopping Center and that Landlord has full right and authority to enter into this Lease.

10.2 Landlord covenants that Tenant shall have quiet and peaceful possession of the Leased Premises and enjoy all of the rights granted herein without interference from Landlord; anyone acting by, through or under Landlord; or anyone having title paramount to Landlord. Any mortgage, deed of trust or other lien or encumbrance on the Leased Premises or the Shopping Center prior to this Lease shall provide (or by an attornment agreement shall provide) that Tenant's interest in this Lease shall not be affected by any foreclosure or other action taken pursuant to the mortgage or other encumbrance, and that Tenant's interest and rights under this Lease shall continue in full force and effect if any holder of the mortgage or other encumbrance takes ownership of, or other interest in, the Leased Premises or the Shopping Center by virtue of such mortgage or other encumbrance.

10.3 The parties agree that any breach of any provisions of this Article 10 shall be deemed material and that, in such event, Tenant may terminate this Lease in accordance with Section 17.4.

11. Use of the Leased Premises.

11.1 Landlord specifically authorizes Tenant to use the Leased Premises for the sale of beer, wine, liquor and other alcoholic/malt beverages for off-premises consumption. In addition, Tenant may change the use of the Leased Premises to any other legal use that does not directly compete with another use in the Shopping Center either (a) operating at the time of such change in use, or (b) will be operating in the immediate future pursuant to leases Landlord has with new tenants in the Shopping Center. At least thirty (30) days prior to its change in use, Tenant shall notify Landlord of the intended change and within such 30-day period Landlord shall notify Tenant of any new leases under the foregoing subsection (b) with a use that directly competes with Tenant's new use.

11.2 In no event is Tenant required to continuously operate a business in the Leased Premises.

12. Changes in the Shopping Center.

12.1 Landlord shall not make any changes to the improvements in the Shopping Center that adversely affect Tenant's business without Tenant's prior written approval, which shall not be unreasonably withheld.

13. Indemnification and Liability Insurance.

13.1 Tenant, during the term of this Lease, agrees to indemnify, defend and hold harmless Landlord from and against any and all liability, claims, damages, expenses

(including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring inside the Leased Premises and arising out of Tenant's use and occupancy thereof, unless caused by the willful or negligent act or omission of Landlord, its tenants, subtenants, agents, contractors or employees.

13.2 Landlord, during the term of this Lease, agrees to indemnify, defend and hold harmless Tenant from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the Shopping Center or its adjoining streets, sidewalks or public rights-of-way (except those occurring inside the Leased Premises), unless caused by the willful or negligent act or omission of Tenant, its subtenants, agents, contractors or employees.

13.3 Landlord and Tenant shall each provide and maintain commercial general liability insurance covering its obligations under this Article 13 and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such insurance shall be written with an insurer licensed to do business in Wyoming and shall name the other party as an additional insured. The limits of liability of all such insurance shall be not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence, and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence. Each party shall furnish the other party with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be canceled, materially changed or nonrenewed without the giving of thirty (30) days prior written notice to the holders of such insurance and the holders of such certificates. Tenant shall reimburse Landlord Tenant's pro rate share of such insurance covering the Common Areas as part of the Common Area Expenses.

13.4 All insurance which Tenant is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Lease. So long as Tenant has a net worth, determined in accordance with generally accepted accounting principles, in excess of \$50,000,000.00, all or any part of such insurance may be provided under a program of self-insurance. Tenant agrees to pay the amount of any deductible or self-insurance provided under any insurance which Tenant is required to maintain hereunder.

14. Property Insurance and Damage by Casualty.

14.1 Landlord agrees to keep in effect on the Building general liability insurance and fire insurance with extended coverage endorsement in an amount not less than

one hundred percent (100%) of the replacement value of the Building, the proceeds of which shall be applied to restoration of the Building. Such insurance shall be written with an insurer licensed to do business in Wyoming. Tenant shall pay Landlord its pro rata share of the insurance premium in accordance with Article 5.1 of this Lease. Tenant shall, at its sole cost and expense, insure Tenant's trade fixtures, inventory and any and all other personal property in the Leased Premises, provided Tenant may self-insure in accordance with Section 13.4 above.

14.2 If the Building is damaged by fire, the elements or other casualty to the extent of seventy-five percent (75%) or more of its replacement value, Tenant may terminate this Lease as of the date of the damage by notice to Landlord within one hundred twenty (120) days after the date of said damage.

14.3 If the Building is damaged by any cause not covered by the insurance required to be maintained by Landlord pursuant to Section 14.1, either party may terminate this Lease as of the date of the damage by notice to the other party within one hundred twenty (120) days after the date of said damage unless the other party, within sixty (60) days after the date of receipt of said notice of termination, provides notice to the terminating party of its election to provide all funds necessary to repair all damage to, and to restore, the Building to its prior condition.

14.4 If the Lease is not terminated pursuant to Sections 14.2 or 14.3 above, Landlord shall proceed with reasonable diligence and at its own cost and expense (including the insurance proceeds) to rebuild and repair the Building.

14.5 During any period of reconstruction or repair of the Building, Tenant agrees to continue the operation of its business in the Leased Premises to the extent reasonably practicable. The Monthly Rent shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is a substantial interference with the operation of Tenant's business.

14.6 Landlord and Tenant hereby release each other from any and all liability to the other or to anyone claiming by, through or under them by way of subrogation or otherwise for any damage to or destruction to property caused by fire or any other casualty even if such fire or other casualty shall have been caused by the willful or negligent act or omission of the other party, or anyone for whom such party may be responsible. Landlord shall have its insurance policy endorsed to prevent the invalidation of the insurance coverage because of the waiver contained in this Section 14.6.

15. Condemnation.

15.1 In the event of a taking of, or damage to, any portion of, interest in or access to the Leased Premises, the Building or the Shopping Center or any easements, rights or appurtenances thereto by eminent domain or any transfer in lieu thereof or by any other governmental action, which taking or damage renders the Leased Premises unsuitable for

Tenant's business operations, Tenant may terminate this Lease as of the date of such taking or damage by written notice to Landlord within six (6) months after the taking or damage deprives Tenant of possession of any such portion of, interest in or access to the Leased Premises, the Building or the Shopping Center or any easements, rights or appurtenances thereto.

15.2 In the event this Lease is not so terminated, Landlord shall promptly restore the Leased Premises, the Building and/or the Shopping Center to an architectural unit as nearly comparable as practicable to the unit existing immediately prior to such taking or damage, and this Lease shall continue in full force and effect; provided, however, that commencing on the date on which Tenant is deprived of the use of any portion of, interest in or access to the Leased Premises, the Building or the Shopping Center or any easements, rights or appurtenances thereto, the rent due and payable under this Lease shall be reduced by the percentage by which the fair market rental value of the Leased Premises immediately after the taking or damage is reduced from such fair market rental value of the Leased Premises immediately prior to such taking or damage.

15.3 In the event of any condemnation and whether or not Tenant elects to terminate this Lease, Tenant shall be entitled to any and all awards or payments made in the condemnation proceedings with respect to any damage to (i) Tenant's leasehold estate, (ii) any improvements located on the Leased Premises together with all additions, alterations and improvements thereto, (iii) Tenant's trade fixtures and equipment, and (iv) Tenant's loss of business.

15.4 Nothing contained herein shall prevent Landlord and Tenant from prosecuting claims in any condemnation proceedings for the value of all of their respective interests. However, the provisions of this Section 15.4 are not to be deemed to be in lieu of any of the other rights granted to Tenant under this Article 15.

15.5 In the event the application of any local, state or federal law, rule or regulation renders the Leased Premises unsuitable for Tenant's business operations, Tenant may terminate this Lease as of the date the Leased Premises are rendered unsuitable for Tenant's business operations by written notice to Landlord within one hundred twenty (120) days after such date.

16. Assignment and Subletting.

16.1 Tenant may assign this Lease or sublet the whole or any part of the Leased Premises. If Tenant assigns this Lease, Tenant shall remain liable to Landlord for full performance of Tenant's obligations.

17. Default.

17.1 A party shall be deemed to be in default of this Lease only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of

written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless such party, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such party is using good faith and its best efforts to rectify the particulars specified in the notice of default.

17.2 If the default of Tenant is material, Landlord may, upon thirty (30) days' prior written notice to Tenant, (a) terminate this Lease and re-enter the Leased Premises, or (ii) re-enter the Leased Premises without terminating this Lease and sublet the whole or any part thereof for the account of Tenant upon as favorable terms and conditions as the market will allow. In the latter event (a) Landlord shall have the right to collect any rent which may thereafter become due and payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises, and second, to the payment of the rent herein reserved and to the fulfillment of Tenant's other covenants hereunder, and (b) Tenant shall be liable for amounts equal to the several installments of rent as they would under the terms of this Lease become due, less any amounts actually received by Landlord and applied on account of rent as aforesaid.

17.3 If the defaulting party is Landlord, Tenant may incur any expenses necessary to perform the obligations of Landlord as specified in the notice of default and may deduct such expenses from rent thereafter becoming due.

17.4 If the default of Landlord is material, Tenant may also terminate this Lease. However, Tenant shall not terminate this Lease unless Tenant has sent a copy of the notice of default sent to Landlord to the holder of any first mortgage or first deed of trust (provided that Tenant has been provided with the name and address of said holder prior to sending the default notice to Landlord) and said holder has not rectified the particulars specified in said notice of default within the time period allowed Landlord hereunder.

17.5 The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein. The performance of each and every term, covenant, condition and agreement to be performed by Landlord pursuant to this Lease is a condition precedent to Landlord's right to collect rent or to enforce this Lease.

17.6 In addition to the remedies set forth in this Lease, Landlord and Tenant shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

18. Notices.

18.1 All notices given pursuant to this Lease shall be in writing and shall be given by United States mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

Landlord: Wilder Enterprises, LLC
902 Rumsey Ave.
PO Box 813
Cody, Wyoming 82414

Tenant: Albertson's, Inc.
250 Parkcenter Boulevard
P.O. Box 20
Boise, ID 83726
Attention: Legal Department

provided, however, that any notice of default shall be sent return receipt requested. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party.

18.2 For the purpose of this Lease, the term "receipt" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt, (b) the date of receipt of the notice or other document by the person or entity specified pursuant to Section 25.1, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

19. Surrender of Possession.

19.1 On surrendering possession of the Leased Premises, Tenant shall not be required to restore the Leased premises to their condition on the Rent Commencement Date, Landlord agrees to accept the Leased premises with all additions, alterations and improvements thereto made by Tenant. Tenant may, prior to any such termination of the term of this Lease or of Tenant's right to possession, remove from the Leased Premises Tenant's furniture, trade fixtures and other personal property, provided that any such fixtures and personal property not removed by Tenant shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without compensation, allowance, or credit to Tenant.

20. Holdover.

20.1 If Tenant shall hold over following the expiration of the Primary Term or any option Term under this Lease, such holding over shall be a month-to-month tenancy under the terms of this Lease and at the same rent payable during the last year of the Primary Term or during the last year of the immediately preceding option Term, as the case may be, of this Lease.

21. Estoppel Certificates.

21.1 Each party agrees, upon receipt of written request from the other party and provided the requested party do so truthfully, to certify in writing to a prospective purchaser or lienholder of the requesting party (i) that this Lease is in full force and effect, (ii) that this Lease has not been amended (or, if it has, identifying all such amendments), (iii) that this Lease has not been assigned by the requested party (or, if it has, identifying all such assignments), (iv) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants, conditions or agreements contained in this Lease (or, if the requesting party is in default, specifying the nature of such default), and (v) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party.

21.2 Any certificate issued pursuant to Section 21.1 shall act as a waiver of any claim by the party furnishing it against any such prospective purchaser or lienholder (but not against the requesting party) to the extent such claim is based upon facts contrary to those contained in the certificate and to the extent such claim is asserted against a bona fide purchaser or encumbrancer for value without knowledge of facts to the contrary of those contained in the certificate and who has acted in reasonable reliance upon such certificate.

22. Attorneys' Fees.

22.1 In the event either party to this Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Lease, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). In the event either party to this Lease initiates or defends any legal action or proceeding with a third party because of the violation of any term, covenant, condition or agreement contained in this Lease by the other party to this Lease, then the party so litigating shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) incurred in connection with such litigation from the other party to this Lease. All such costs and attorneys' fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

23. General Provisions.

23.1 All of the provisions contained in this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

23.2 Each easement, covenant and restriction on a Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, shall run with the land and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

23.3 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Lease, Landlord and Tenant shall each have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Lease.

23.4 If any term, covenant, condition or agreement of this Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Lease shall be valid and shall be enforced to the extent permitted by law.

23.5 The captions and headings in this Lease are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

23.6 This Lease, along with the applicable provisions from the Purchase Agreement and Supermarket Lease referenced in this Lease, contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Lease shall be construed as a whole and not strictly for or against any party.

23.7 In construing the provisions of this Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

23.8 In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

23.9 Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Lease shall be strictly limited to and for the purposes herein expressed.

23.10 The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

23.11 This Lease is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

EXECUTED as of the day and year first above written.

Landlord:

Wilder Enterprises, LLC,
a Wyoming limited liability company

By: Marjorie F. Wilder
Its: Manager

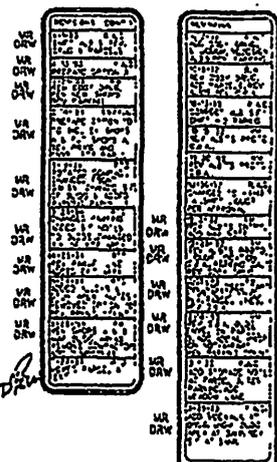
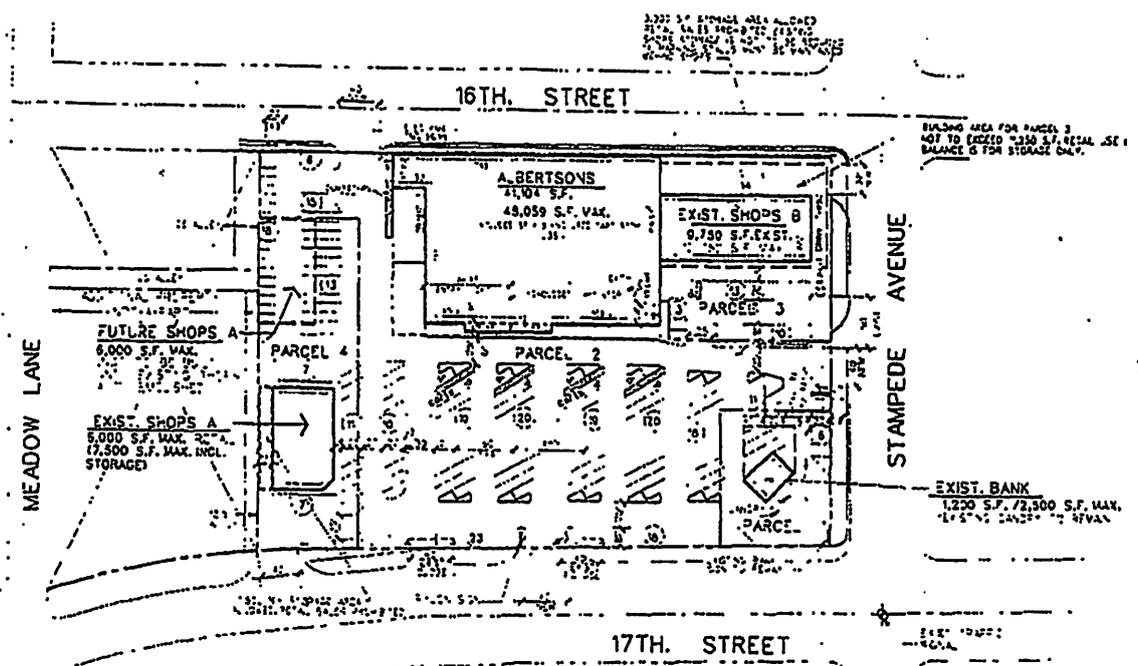
Tenant:

Albertson's LLC,
a Delaware limited liability company

By: Bradley R. Beckstrom JRL
Authorized Signatory

Exhibit A - Site Plan

Exhibit B - Legal Description, Shopping Center



GENERAL NOTES

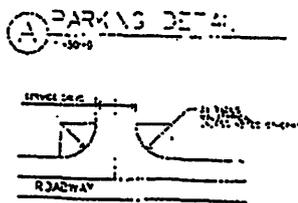
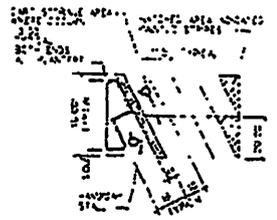
DRAWN WITH DUTY BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY

PARKING REQUIREMENTS:
EXIST. CENTER REQUIRES CITY REVIEW
USED 1,200 S.F. S.B.A.

BUILDING SETBACK REQUIREMENTS:
EXIST. CENTER REQUIRES CITY REVIEW

LANDSCAPE REQUIREMENTS:
EXIST CENTER REQUIRES CITY REVIEW

ZONING REQUIREMENTS:
EXISTING COMMERCIAL
REQUIRED COMMERCIAL



LEGEND

PROPERTY LINE _____

PARCEL LINE _____

EXPANSION LIMIT LINE - - - - -

BUILDING AREA [Solid Box]

HEAVY DUTY ASPHALT [Hatched Box]

BUILDING ENVELOPE - - - - -



EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	52,054 S.F. (70,809 S.F. MAX.)
TOTAL CARPARKS REQUIRED	292
TOTAL CARPARKS PROVIDED	281 : -9'
TOTAL SITE AREA	227,649 S.F. 15.00 AC.

X DOES NOT INCLUDE EXPANSION FOR 4.35% SCOP

APPROVED BY	DATE
CHAIRMAN	SIGNED 10-30-92
PRESIDENT	SIGNED 10-30-92
EXEC. V.P./ED	SIGNED 10-30-92
SR. V.P./REG.	SIGNED 10-30-92
V.P./RE	SIGNED 10-30-92
V.P./ARCH-ENG.	SIGNED 10-30-92

ALBERTSONS NO. 807
S.W.C. 17 1/2 STREET (HWY. 14 & 20) & STAMPEDE AVE. CODY, WY

8070047.dwg

EXHIBIT "B"

Legal description of Parcels 1, 2, 3, and 4.

Parcel 1:

Lot 1 of the Eastgate Center Addition to the City of Cody, Park County, Wyoming, as recorded June 23, 1994, in Microfilm Book F of Plats, page 99, Instrument No. 333757, official records of Park County, Wyoming.

Parcel 2:

Lot 2 of the Eastgate Center Addition to the City of Cody, Park County, Wyoming, as recorded June 23, 1994, in Microfilm Book F of Plats, page 99, Instrument No. 333757, official records of Park County, Wyoming.

Parcel 3:

Lot 3 of the Eastgate Center Addition to the City of Cody, Park County, Wyoming, as recorded June 23, 1994, in Microfilm Book F of Plats, page 99, Instrument No. 333757, official records of Park County, Wyoming.

Parcel 4:

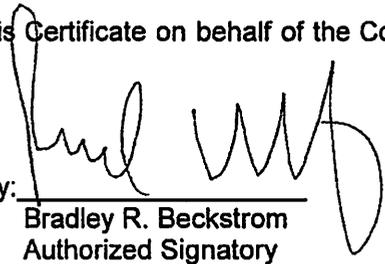
Lot 4 of the Eastgate Center Addition to the City of Cody, Park County, Wyoming, as recorded June 23, 1994, in Microfilm Book F of Plats, page 99, Instrument No. 333757, official records of Park County, Wyoming.

**FINANCIAL CONDITION CERTIFICATE
FOR
LIQUOR LICENSE TRANSFER APPLICATION
CODY, WY**

I, Bradley R. Beckstrom, the Authorized Signatory for Albertson's LLC, a Delaware limited liability company ("Company"), does hereby certify as follows:

1. The Company is able to meet its current financial obligations.
2. The Company has operated a supermarket at 1825 17th Street in the Eastgate Shopping Center in Cody, Wyoming since approximately 1994 under a long term lease.
3. The Company intends to operate the liquor store located at 1801 17th Street, which is located on the northern endcap of the building adjacent to the supermarket, in conjunction with the operation of the supermarket.

IN WITNESS WHEREOF, I have executed this Certificate on behalf of the Company as of the 21 day of June, 2018.

By: 
Bradley R. Beckstrom
Authorized Signatory

BUSINESS PLAN

Albertson's Liquor Store at 1801 17th Street, Cody, Wyoming

Upon Albertson's LLC's (Albertson's) acquisition of Retail Liquor License No. 402 (License) from Wilder Enterprises, LLC (Wilder), which is the License for the liquor store located at 1801 17th Street, Albertson's intends to continue operation of the liquor store at that location in a manner consistent with the current operation of Eastgate Liquor by Wilder, pursuant to a lease of the space from Wilder.

Albertson's operates the supermarket located at 1825 17th Street, in the same shopping center as the liquor store, pursuant to a long term lease. Albertson's has been a stable tenant in the shopping center since approximately 1994. Albertson's expects to operate the liquor store in conjunction with the supermarket, as if the liquor store were a department within the supermarket rather than a separate business. The supermarket and liquor store are expected to utilize the same operating hours and personnel operating in the liquor store will be employees of Albertson's as if they worked in the supermarket. Albertson's liquor store will compete with similar liquor stores in the City of Cody in the same manner as Eastgate Liquor.

MEETING DATE JULY 17, 2018
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Street Closure Request - St Jude's Charity Event

ACTION TO BE TAKEN

Approve a street closure of 12th Street between Sheridan Ave and the first alley to the south of Sheridan Ave on Friday, August 24th from 5:30 p.m. to 11:00 p.m. for a charity event to be held for St Jude's. With this consideration is also a request to approve an open container permit for the same area.

If approved this closure is contingent upon confirmation from the "Wild Bunch Gunfighter" relinquishing their request for the street closure for the re-enactment event that was already approved for this night, as well as, proof of liability insurance coverage.

SUMMARY OF INFORMATION

The Requestor is looking to hold a charity fund raising event with proceeds going to the St Jude's Foundation. They are requesting the street close at 5:30 p.m. on Friday the 24th of August for a street dance and with a band playing from 6:00 – 8:00 and a second band from 8:30 – 10:30. The street would open around 11:00 p.m. The event coordinators would set up and take down the barricades that have been provided and utilized by the Wild Bunch Gunfighters. With the "open container permit", if approved, the event coordinators would have staff and/or signage educating patrons "no alcohol beyond this point".

The event coordinators would need to provide a certificate of liability insurance, as well as, written confirmation from the Wild Bunch Gunfighter, acknowledging their okay to relinquish their nightly performance that was previously approved by the Council.

The City Council has closed this section of 12th Street over the years for a variety of events.

FISCAL IMPACT

None

ALTERNATIVES

- 1) Approve as noted above(requested)
- 2) Approve with modifications
- 3) Deny request

ATTACHMENTS

Agenda Request Form

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 Kristie Calma

Organization Represented The Irma Hotel, St. Judes Charity event

Date you wish to appear before the Council July 3rd 10th

Mailing Address PO Box 1191 Cody, WY 82414 Telephone 323-630-2696

E-Mail Address Kc.applesauce09@gmail.com

Preferred form of contact: Telephone E-Mail

Names of all individuals who will speak on this topic Kristie Calma

Kim Darby outlaws for

Event Title (if applicable) Outlaw Country Street Concert / St. Judes

Date(s) of Event (if applicable) 8-24-18

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Country Concert. 2 Bands. To shut the street down with a music stage. outside bar, beer tasting. St Judes Charity event with radio promotions. Street in front of Irma Hotel open container permit + catering permit

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

Signature  Date 8-6-27-18

5:30 - 11:00 pm

6-8 Barrel 1

8:30-10:30 Barrel 2

needs
d/s
Caren fighter

ORDINANCE NO. 2018 – 10

**AN ORDINANCE REPEALING TITLE 5, CHAPTER 3,
SECTION 17, OF THE CITY OF CODY CODE:
INTERFERENCE**

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

Title 5, Chapter 3, Section 17, of the City of Cody Code, shall be repealed.

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

PASSED ON FIRST READING: __July 10__, 2018

PASSED ON SECOND READING: _____, 2018

PASSED ON THIRD READING: _____, 2018

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director

ORDINANCE NO. 2018 - 16

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION
18, OF THE CITY OF CODY CODE:
DUTIES OF A CODE ENFORCEMENT OFFICER;
INTERFERENCE**

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

Title 5, Chapter 3, Section 18, of the City of Cody Code, shall be amended to provide as follows:

- A. The code enforcement officer, community service officer or other agent, officer or designee of the chief of police is charged with the duty of impounding animals in violation of the provisions of this chapter, and issuing citations to persons in violation of this chapter. Such officer shall be and is authorized to carry out and enforce the provisions of this chapter.
- B. No person shall interfere with, hinder, molest or obstruct any police officer, community service officer, code enforcement officer, agent or designee of the chief of police thereof, in the performance of their duties.

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

PASSED ON FIRST READING: _____ July 10 _____, 2018
PASSED ON SECOND READING: _____, 2018
PASSED ON THIRD READING: _____, 2018

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director