

# City of Cody City Council

## AGENDA

Tuesday, August 6, 2019 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.)

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

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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 16, 2019, and Work Session from July 23, 2019.
- b. Approve Vouchers in the amount of \$16,173.79, noting expenses associated with one cent special purpose tax.
- c. 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 30, 2020.
- d. Approve the request from Annette Stone, Cody High School Football, Park County School District 6 for the street closure of Beck Ave. between 8<sup>th</sup> and 9<sup>th</sup> during the hours of 3:30 PM to 8 PM on Fridays, September 20<sup>th</sup>, September 27<sup>th</sup>, October 11<sup>th</sup> and October 18<sup>th</sup>. The requested closure is for tailgate parties to show support for the football team.
- e. Approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 23, 2019 for the Homecoming Bon Fire, to close Sheridan Avenue for the Homecoming Parade on Friday, September 27, 2019 at 1:45 p.m., parade at 2:00 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT and sponsor other associated staffing and equipment cost to be funded out of the Lodging Tax fund.
- f. Approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract terms July 1, 2019 through May 28, 2020 and January 1, 2020, through June 10, 2020 respectively.
- g. Approve the non-recourse promissory note, mortgage and assignment and pledge of revenues between the City of Cody and Wyoming Business Council for the Gunwerks manufacturing facility loan in the amount of \$3,000,000.00 and authorize the Mayor to sign relevant documents.

- h. Award Bid 2019-06 to Denny Menholt in the amount of \$32,998.00 for a 2020 ½ Ton Police Crew Cab 4x4 Pickup
  - i. Award Bid 2019-07 to Fremont Motors for a total amount of \$68,190.00 for two (2) 2020 AWD Police Utility Vehicles.
  - j. Award Bid 2019-08 to Bobcat of the Big Horn Basin, Inc in the amount of \$51,390.65 for a Bobcat S650 T4 Skid Steer Loader, with attachments
  - k. Reject all bids for Bid 2019-09 and allow staff to re-review the available options and re-bid the unit at a later date – relating to the Self Propelled Street Sweeper
  - l. Approve a request for reserve parking on the east side of Bob Moore Parking lot from 10 AM – 8 PM on 9/19, 9/20 and 9/21 in conjunction with the Rendezvous Royal Annual Tour Events Shuttle
  - m. Approve a request from the Cody Soroptimist Club to hold their 11<sup>th</sup> annual “Run for Hope”, a 5K & 10K walk-run benefit on October 5<sup>th</sup>, 2019 utilizing a variety of City streets.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
4. Conduct of Business
- a. Approve Vouchers and payroll in the amount of \$741,622.76.
  - b. Approve the grant agreement between the City of Cody and the Wyoming Business Council for the small business energy audit/retrofit program and authorize the Mayor to sign said agreement  
Staff Reference: Leslie Brumage, Finance Officer
  - c. Consider approving a request to transfer of ownership of a retail liquor license from Rockin U LLC to Olive Glenn Golf & Country Club Inc located at 802 Meadow Lane Ave.  
Staff Reference: Leslie Brumage, Finance Officer
  - d. Consider rescinding the previous contract/offer with Leisure In Montana, Inc approved by the Council at the July 16<sup>th</sup> 2019 meeting.  
Staff Reference: Rick Manchester, Parks, Facilities & Recreation Director
  - e. Authorize the Mayor to enter into and sign a contract between the City of Cody and Leisure In Montana, Inc as it relates to the replacement and installation of the sand filtration systems to the Therapy and Leisure Pools at the Paul Stock Aquatic and Recreation Center for an amount not to exceed \$54,791, plus a contingency of 10% (\$5,479).

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

- f. Approve the final plat of the Nelson Minor Subdivision, a 2-lot infill subdivision, subject to conditions.

Staff Reference: Todd Stowell, City Planner

- g. ORDINANCE 2019-07 – FIRST READING  
AN ORDINANCE AMENDING TITLE 8, CHAPTER 1, ARTICLE III,  
SECTION 13, OF THE CODY CITY CODE TO MODIFY AND SET  
ELECTRICAL SERVICE RATES FOR YEARS 2019 THROUGH 2021.

Staff Reference: Phillip Bowman, Public Works Director

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

**Upcoming Meetings:**

**August 13, 2019 - Tuesday – Special Work Session 5:00 p.m.**

**August 20, 2019 - Tuesday – Regular Council Meeting 7:00 p.m.**

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 16, 2019**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 16, 2019 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Justin Baily, Jerry Fritz, and Heidi Rasmussen, City Attorney Scott Kolpitcke, and Administrative Services Officer Cindy Baker.

Absent: Council Members Landon Greer and Glenn Nielson and City Administrator Barry Cook

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

Proclamation – Camp Buffalo Bill Day – August 1, 2019

Council Member Fritz made a motion seconded by Council Member Rasmussen to amend the Conduct of Business to remove item “b”. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Baily to approve the Consent Calendar as presented including the approval of Minutes: Regular Minutes from July 9, 2019; approve Vouchers in the amount of \$99,483.07, noting expenses associated with one cent special purpose tax; approve Vouchers and payroll in the amount of \$1,835,334.33; approve a request for a one-year extension to record the final plat at 1220 12<sup>th</sup> St – Minor Subdivision; authorize the Mayor to enter into and sign an agreement between the City of Cody and Leisure Montana Inc relating to the Emergency Work to replace the Swimming Pool Filters for an amount not to exceed \$72,759.00. Noting the cost of this project will be shared with the Shoshone Recreation District; grant a 90-day extension to record the Final Plat of the Pinnacle Minor Subdivision, a 2-lot subdivision of 917 13<sup>th</sup> Street and authorize the termination of an unused easement located immediately west of 24<sup>th</sup> Street, north of Big Horn Avenue. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Ballard to approve and authorizing the Mayor to enter into and sign an Memorandum of Understanding (MOU) between the Friends of Park County History, The Museum of the Old West (Trail Town) and the City of Cody, outlining expectations and procedures related to a proposed property trade, associated lease amendment and a construction of a new water main. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Rasmussen to award Bid 2019-02 for the Wastewater Treatment Facility Phase 2 Treatment Process Upgrade to Harris Trucking & Construction Company in the amount of \$5,221,162.00 and authorize the Mayor to sign the Notice of Award, Agreement between Owner and Contractor for Construction Contract an all associated contract documents. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:19 p.m.

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Matt Hall, Mayor

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Cindy Baker, Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 23, 2019**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 23, 2019 at 5:00 p.m.

Present: Mayor Matt Hall, Council Members Justin Baily, Diane Ballard, Glenn Nielson, Landon Greer, Jerry Fritz and Heidi Rasmussen; City Administrator, Barry Cook, Administrative Service Officer, Cindy Baker, and Scott Kolpitcke, City Attorney

Absent: None

Mayor Hall called the meeting to order at 5:00 p.m.

Update was given but no action was taken on a request to transfer of ownership of a retail liquor license from Rockin U LLC to Olive Glenn Golf & Country Club Inc located at 802 Meadow Lane Ave. Staff was directed to put this item on the August 6<sup>th</sup> Council meeting for consideration.

Cindy Baker, Administrative Services Officer provided the Governing Body with information relating to the failing audio/video equipment in the Council Chambers and how that relates to the ability to broadcast or record meetings. Staff was directed to obtain an updated quote. No action was taken.

Cindy Baker, Administrative Services Officer, provided the Governing Body and discussion was held on the potential addition of another IT staff. No action was taken.

Phillip Bowman, Public Works Director and Bert Pond, Electrical Engineer presented the Governing Body an analysis as it relates to the electric rates. Staff was directed to prepare an ordinance for consideration with the first reading at the August 6<sup>th</sup> Council meeting.

Mayor Hall adjourned the meeting at 6:40 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor

Report Criteria:

Invoice Detail.Input date = 07/30/2019  
Invoice.Batch = "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>ENGINEERING ASSOCIATES (4140)</b>				
	3907054	PROJECT NO 14111.04 WWTF PHASE 2	07/22/2019	2,187.72
	3907054	PROJECT NO 14111.04 WWTF PHASE 2	07/22/2019	668.47
	3907054	PROJECT NO 14111.04 WWTF PHASE 2	07/22/2019	182.31
	3907054	PROJECT NO 14111.04 WWTF PHASE 2	07/22/2019	3,038.50
Total :				6,077.00
Total ENGINEERING ASSOCIATES (4140):				6,077.00
<b>MORRISON-MAIERLE INC (130985)</b>				
	194791	2018 ADA PED RAMPS PROJECT - CONSTRUCTION ENGINEERING	06/30/2019	470.69
	194792	2019 ADA PED RAMPS PROJECT- DESIGN & CONST ENGINEERING	06/30/2019	9,554.15
Total :				10,024.84
Total MORRISON-MAIERLE INC (130985):				10,024.84
<b>NORTHERN GARDENS (7340)</b>				
	092353	YARD REPAIR DUE TO ADA	06/11/2019	71.95
Total :				71.95
Total NORTHERN GARDENS (7340):				71.95
Grand Totals:				16,173.79

Report GL Period Summary

GL Period	Amount
06/19	16,173.79
Grand Totals:	16,173.79

Vendor number hash: 273450  
Vendor number hash - split: 285870  
Total number of invoices: 4  
Total number of transactions: 7

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	16,173.79	.00	16,173.79
Grand Totals:	16,173.79	.00	16,173.79

## **CONTRACT OF CITY ATTORNEY**

This agreement is made and entered into by and between the City of Cody, Wyoming (the City), and Copenhaver, Kath, Kitchen & Kolpitcke, LLC (CKKK).

### **W I T N E S S E T H**

Term: The term of this contract shall be from July 1, 2019 through June 30, 2020, unless one of the following occurs:

1. The City Attorney provides sixty (60) days written notice to the Governing Body during the term of this contract of his intent to terminate his employment as City Attorney; or
2. Throughout the term of this contract the City Attorney shall serve at the pleasure of the Governing Body and may be discharged at any time by a vote of a majority of the Governing Body.

Compensation: The City shall pay to CKKK a monthly fee of \$6,907.92. This fee includes the fees for legal services provided, except as described below for Jury Trials and Additional Work. In addition, the City shall reimburse CKKK for actual costs and expenses for conference call charges, court fees, filing fees, postage, and other out of pocket expenses. A monthly summary of hours worked including a description of projects worked will be submitted to the Governing Body at the beginning of the following month.

General Duties: CKKK shall act as the City Attorney for Cody. Duties of CKKK shall include the following:

- Prosecute misdemeanor ordinance violations in municipal court;
- Prepare and review documents, including ordinances, agreements and resolutions,
- Provide legal advice to the Mayor, Council and City Staff as requested, including during council meetings.
- Perform other legal service as needed by the City.

Jury Trials and Other Additional Work: In addition to the monthly compensation described above, the City shall compensate CKKK for preparation for and

prosecution of jury trials in municipal court at the rate of \$95.00 per hour. CKKK shall bill for jury trials from the time of pretrial conference through the verdict. CKKK may seek authorization from the City to bill for additional work if such work is expected to exceed the reasonable scope of duties normally performed by the City Attorney. Compensation for additional work, except for jury trials, shall be pre-approved by the Mayor or City Council.

City of Cody

Copenhaver, Kath, Kitchen & Kolpitcke,  
LLC

By: \_\_\_\_\_  
Mayor Matt Hall

By: \_\_\_\_\_  
Scott E. Kolpitcke,  
Member

Attest:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

# 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 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 Annette Stone  
Organization Represented Cody High School Football  
Date you wish to appear before the Council August ~~2013~~ 6, 2019  
Mailing Address 34 Jackie Bee Dr. Cody Telephone 307-899-5125  
E-Mail Address aspstone2@gmail.com  
Preferred form of contact: Telephone  E-mail   
Names of all individuals who will speak on this topic Mail  
Annette Stone  
Event Title (if applicable) CHS Football Games  
Date(s) of Event (if applicable) 9/20, 9/27, 10/11, 10/18  
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Request for street closure of Beck Ave btw 8th + 9th during hours of 3:30pm - 8pm on above Fridays. Requested closure is for tailgate parties to show support for football team.  
Which City employee(s) have you spoken to about this issue? Cindy Baker  
Signature Annette Stone Date 7/21/19

Applicants will set up and take down the traffic barricades  
The City Crew will have to supply the barricades, transport the  
barricades to the area and remove them after each event.  
Revised 2/2012

# City of Cody Agenda Request Form

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

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

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Name of person to appear before the Council CHS Student Council and Ryan Beardall

Organization Represented CHS Student Council

Date you wish to appear before the Council July 16, 2019

Mailing Address 1225 10th St Telephone 307-899-1704

E-Mail Address rbeardall@park6.org

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

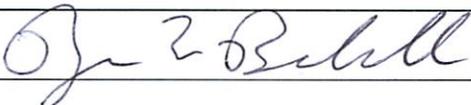
Names of all individuals who will speak on this topic Ryan Beardall, Students

Event Title (if applicable) CHS Homecoming 2019

Date(s) of Event (if applicable) 9/23/19 for Bonfire, 9/27/19 for Parade

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

Requesting permission to hold Bonfire at Beck Lake Park on Monday, September 24, 2018 from 6:00-10:00 p.m. and fire department to assist. Request permission on September 28, 2018 to close Sheridan Ave from 14th St to 9th St. for parade, and lineup on 14th St from Sheridan to Salsbury Ave, and Rumsey Ave from 13th St to 15th St from 1:45 PM until 3:00 PM. Parade is at 2:00PM. Which City employee(s) have you spoken to about this issue?

Signature  Date 7/1/19





Event Name Cody High School Homecoming Parade 2019 Event Date 09/27/2019  
 Type of Event: Parade  
 Event Director or Organizer Ryan Beardall Telephone 307-899-1704  
 Address 1225 10th St, Cody, WY 82414 Email rbeardall@park6.org  
 Club Affiliation or Sponsor CHS Student Council Estimated Number of Participants 100+

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

I (we) CHS Student Council hereby make application for a special permit upon the right-of-way of:

highway US 14/16/20 (Cody) between milepost 51.69 and milepost 52.18  
 highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
 highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
 highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_

on 09/27/2019 between 2:00 and 3:00  
Date Time Time

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

EVENT DESCRIPTION (Attach event map):  
Line up for parade will begin at 1:45-2:00, 9/27/19. Staging will be on 14th St. from Sheridan Ave to Salsbury Ave and on Rumsey Ave from 13th St to 15th St. There will be around 30 entries. Parade will begin at 2:00pm and run along Sheridan Ave from 14th St to 9th St. Float disassembly will be on 9th St and Beck Avenue. Insurance Certificate will be attached.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

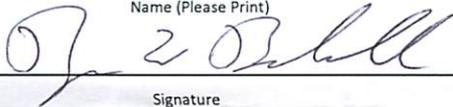
Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants and equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event.

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

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

Ryan Beardall

Name (Please Print)



Signature

07/1/19

Date (Minimum of 60 days prior to event)

1225 10th St

Address

Cody, WY 82414

City, State and Zip

307-899-1704

Telephone

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

Approved by city or town if applicable

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

**PRODUCER**  
Arthur J. Gallagher Risk Management Services, Inc.  
1850 Golf Road  
Rolling Meadows IL 60008

**CONTACT NAME:** Beth Kawell  
**PHONE (A/C, No, Ext):** 630-285-3714  
**FAX (A/C, No):** 630-285-4062  
**E-MAIL ADDRESS:** beth\_kawell@ajg.com

**INSURED**  
SCHORIS-02  
Park County School District #6  
319 Cody Avenue  
Cody, WY 82414

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: School Risk Retention Program	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

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

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

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

**CERTIFICATE HOLDER**  
Park County School District  
919 Cody Avenue  
Cody WY 82414  
USA

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
**AUTHORIZED REPRESENTATIVE**  


MEETING DATE:  
DEPARTMENT: CODY POLICE DEPT.  
PREPARED BY: CHUCK BAKER CHIEF OF POLICE  
DEPT. DIR. APPROVAL: 07/23/19  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: CHIEF BAKER

## **AGENDA ITEM SUMMARY REPORT**

### **2019-2020 ALCOHOL AND TOBACCO COMPLIANCE INSPECTION CONTRACTS**

#### **SUMMARY**

The Cody Police Department is requesting that the contracts for the 2019-2020 Alcohol and Tobacco Compliance Inspections, be approved and signed.

#### **BACKGROUND**

The Cody Police Department has conducted alcohol and tobacco inspections on establishments within our community that sell alcohol and tobacco for several years. The department would like to continue conducting these inspections.

According to the 2018 Wyoming Association of Sheriffs and Chiefs of Police report on "Alcohol and Crime in Wyoming", 135 underage youth were taken into custody and placed in a detention center for being a minor in possession of alcohol. A total of 151 underage youth were arrested for driving under the influence of alcohol or drugs. 15% of the 147 minors arrested for alcohol-related offenses reported obtaining alcohol from a liquor establishment. In comparison during 2015, 35% of 166 minors arrested for alcohol-related offenses reported obtaining alcohol from a liquor establishment.

As a department, we continue to strive to reduce the number of incidents involving juveniles with regard to illegal possession of alcohol and/or tobacco. We address this issue through different actions, one of which is through our compliance inspections.

#### **FISCAL IMPACT**

None. The City of Cody is reimbursed for any expenses incurred in conducting compliance inspections. Reimbursement does cover an officer's overtime when conducting compliance inspections and cash value gift certificates to be given for clerks that comply with the law and refuse to sell to underage minors.

#### **ALTERNATIVES**

Discontinue Cody PD participation in State funded compliance inspections.

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

**RECOMMENDATION**

Staff recommends that the contract be approved and signed as been done in previous years.

**ATTACHMENTS**

1. 2019-2020 Alcohol Inspection Contract
2. 2020 Tobacco Inspection Contract

**AGENDA & SUMMARY REPORT TO:**

None

## Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2019, through May 28, 2020. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
  - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
    - 1) From the eighty five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Alcohol compliance inspections as follows:
    - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
    - 2) **The first Alcohol compliance inspections must take place between July 1, 2019 and December 31, 2019. The second Alcohol compliance inspections must take place between January 1, 2020, and May 28, 2020.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Alcohol compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- K. Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.
- L. Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The

Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

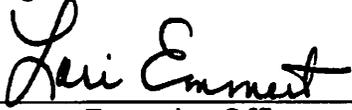
- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

The effective date of this Contract is the date of the signature last affixed to this page.

**Wyoming Association of Sheriffs and Chiefs of Police**

  
\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2019  
Date

**Department**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

## Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2020, through June 10, 2020. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
  - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
    - 1) From the eighty five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Tobacco compliance inspections as follows:
    - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
    - 2) **The first tobacco compliance inspections must take place between January 1, 2020, and March 31, 2020. The second tobacco compliance inspections must take place between April 1, 2020, and June 10, 2020.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Tobacco compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
  - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

Department shall cooperate fully with other contractors and the Association in all such cases.

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole

responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

The effective date of this Contract is the date of the signature last affixed to this page.

**Wyoming Association of Sheriffs and Chiefs of Police**



\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2019

Date

**Department**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

## **AGENDA ITEM SUMMARY REPORT**

### **Wyoming Business Council Loan Documents**

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

Approve the non-recourse promissory note, mortgage, and assignment and pledge of revenues between the City of Cody and Wyoming Business Council for the Gunwerks manufacturing facility loan in the amount of \$3,000,000.

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

In July 2018, the City Council passed Resolution 2018-09 authorizing the submission of a grant and loan application to Wyoming Business Council for the Gunwerks manufacturing facility project. This project entails the construction of a 36,080 square foot manufacturing facility and the employment of 75 full time positions.

The City entered into a partnership with Forward Cody to secure \$6 million dollars in funding for this project with the City acting as the municipal pass through entity. The funding components include a \$3 million-dollar grant and the \$3 million-dollar loan from Wyoming Business Council. The grant funds are close to being fully expended and it is time to execute the loan documents to release the second phase of funding.

Forward Cody has a lease agreement with Gunwerks for the property. When lease payments are collected from Gunwerks, Forward Cody will pay them to the City, and the City will then make the annual loan payments to Wyoming Business Council.

This is a 30-year loan at 1.5% interest. The annual lease payment from Gunwerks is \$154,416 and the annual debt service payment is \$124,917, leaving a net income of \$29,499. The net income will be used by Forward Cody for future economic development project and continued development of the Gunwerks manufacturing facility.

The closing costs for this loan are \$3,774 for the loan servicing fee and mortgage filing fee. These fees will be paid by Forward Cody/Gunwerks.

#### **FISCAL IMPACT**

The loan is secured by a mortgage on the property and although the City is the borrower on the loan, there is no liability to the City for repayment if the loan defaults. The City will record in the Pass Through Grants Fund a loan receivable account and a loan payable account, as well as lease payment revenue and debt service expense accounts for the pass through transactions. No City funds are committed to this project.

#### **ATTACHMENTS**

1. Closing statement
2. Non-recourse promissory note
3. Mortgage document
4. Assignment and pledge of revenues document

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



**COPY**

214 W. 15th Street  
Cheyenne, WY 82002  
T: 307.777.2800  
F: 307.777.2837

[www.wyomingbusiness.org](http://www.wyomingbusiness.org)

July 9, 2019

Leslie Brumage, Finance Director  
City of Cody  
1338 Rumsey Avenue  
PO Box 2200  
Cody, WY 82414

**RE: Loan Documents to be signed: Gunwerks Manufacturing Loan Project**

Leslie,

Enclosed are the following Loan documents for the Gunwerks Manufacturing Loan Project:

1. Closing Statement: containing the list of fees and who they are to be made to
  - a. Loan Servicing Fee - \$3,750 made payable to WBC and mailed back to us with signed & notarized original documents (fee is \$125 per year x 30-year term).
  - b. Mortgage filing fee - \$24.00 made payable to Park County\*\*

\*\*The City of Cody is to file a **copy** of the Mortgage with the County and return the signed **Original** to WBC with the original signed Non-Recourse Promissory Note, and original signed Assignment and Pledge of Revenues. These original documents will be kept with our Loan Servicing Agent, Markee Escrow throughout the life of the loan.

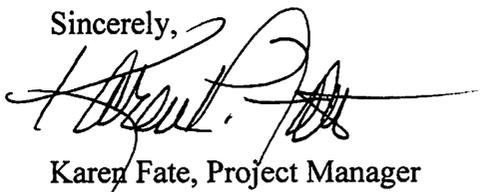
2. One original of the Non-Recourse Promissory Note (Attachment B) to be signed, notarized and returned to WBC – *note: We will need the “Original” returned to us as we will scan this into the final Loan Agreement once executed.*
3. One original of the Mortgage (Attachment C) to be signed, notarized and returned to WBC – *note: We will need the “Original” returned to us as we will scan this into the final Loan Agreement once executed.*
4. One original of the Assignment and Pledge of Revenues (Attachment D) to be signed by the Laramie Chamber Business Alliance, notarized and returned to WBC. *note: We will need the “Original” returned to us as we will scan this into the final Loan Agreement once executed.*

These documents are flagged where signature and notary are needed. Please do not “strike through” or “white out” on these documents as otherwise they would be considered null and void. If any edits are necessary then please contact me right away to discuss how to correct, or to determine if we need to make the necessary corrections from our end.

Once we receive the signed and executed originals back, we will then proceed in the internal review and approval process of the full Loan Agreement with the State Attorney General's Office. Once the Attorney General signs the Agreement, I will then send the original with associated attachments to you for signature. You will then send the signed original back to me for final signatures and execution.

During this time if there are any questions or concerns, please do not hesitate to contact me right away in order to resolve and expedite any changes that may be necessary.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen Fate', with a long horizontal flourish extending to the right.

Karen Fate, Project Manager  
Business Ready Community Grant & Loan Program

Cc: Matt Hall, Mayor, City of Cody  
Barry Cook, City Administrator, City of Cody  
James Klessens, CEO, Forward Cody

**Closing Statement  
City of Cody  
Gunwerks Manufacturing Expansion Loan**

**Dated July 9, 2019**

<b>Wyoming Business Council</b>	
Loan proceeds	<b><u>\$3,000,000.00</u></b>
 <b>City of Cody</b>	
Loan servicing fee	
Check payable to Wyoming Business Council	<b>\$ 3,750.00</b>
 Mortgage filing fee	
Check payable to Park County Clerk	<b>\$ 24.00</b>
 <b>Total proceeds payable by City</b>	<b><u>\$ 3,774.00</u></b>
 <b>Loan proceeds available for future draws</b>	<b><u>\$3,000,000.00</u></b>

## NON-RECOURSE PROMISSORY NOTE

*For Value Received*, City of Cody, a Wyoming municipal corporation and political subdivision of the State of Wyoming, whose principal office is located at 1338 Rumsey Avenue; P.O. Box 2200, Cody, Wyoming 82414 (the “Borrower”), promises to pay to the order of Wyoming Business Council (together with the holder, from time to time, of this Note, the “Council”), a body corporate organized under the laws of the State of Wyoming and operating as a state instrumentality operated solely for the public benefit, whose principal office is located at 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002, the unpaid principal amount of up to **Three Million Dollars (\$3,000,000.00)** (the “Principal Sum”), together with interest on the principal amount outstanding from time to time, at the annual rate of **one and one-half Percent (1.5%)**. This Promissory Note (this “Note”) is made to evidence the loan of the Principal Sum to the Borrower (the “Loan”). The Council’s obligation to fund the Loan is fully subject to and conditioned upon the availability of funds appropriated therefor by the Wyoming State Legislature.

### *Section 1. Repayment of the Loan.*

#### **1.1. Payments Solely from Special Fund.**

Notwithstanding anything in this Note or any Loan Document to the contrary and as provided in Section 4 hereof, Borrower is not required to make any payment otherwise payable under this Note or any Loan Document except as it receives revenue recaptured through lease payments made for the facility described in and constructed in accordance with the Business Ready Community Grant and Loan Agreement dated \_\_\_\_\_ and attached to this Promissory Note. Recaptured revenue will be managed by the Borrower and deposited into an economic development fund account to repay this loan and for future economic development projects and continued development of the Gunwerks Manufacturing Facility Expansion.

#### **1.2. Payments.**

Interest will begin accrual upon the date of the final draw, the Commencement Date.

Beginning on the first (1st) anniversary of the Commencement Date (the Maturity Date), the Borrower shall pay in amortized installments payable annually in the manner and form as follows:

- There will be thirty (30) annual payments of one hundred twenty-four thousand, nine hundred seventeen dollars and fifty-six cents (\$124,917.56) due on the anniversary date of the final disbursement, the Commencement Date. Interest on the payment will be calculated from the date all necessary loan funds are released through the final payment date.
- There shall be no prepayment penalty if borrower pays the loan in full prior to maturity or pay portions of the annual payment prior to the annual payment due date.

### **1.3. Daily Calculation of Interest; Application of Payments.**

Interest shall be computed daily on a 365-day basis on the principal balance of the Principal sum as drawn down and outstanding from the Commencement Date. Payments received from the Borrower will be applied, first, to accrued and unpaid interest; and second, to principal.

### **1.4. Payment in Full on Maturity.**

The Borrower shall pay all outstanding sums due hereunder on the Maturity Date.

### **1.5. Loan Cost.**

The Loan shall always be at no cost to the Council. All fees and expenses, including (without limitation) the Council's counsel fees and expenses, the loan servicing fees, insurance premiums, recordation costs, cost of documentary stamps, transfer taxes, photocopying expenses, appraisals, travel expenses for the Council's agents, employees, and counsel, and all other reasonable expenses relating to the Loan shall be paid by the Borrower, whether incurred before, on, or after the date hereof.

## ***Section 2. Additional Terms and Conditions.***

### **2.1. Collateral.**

This note is secured by a (i) Mortgage, (ii) a Collateral Assignment and Pledge of Revenues, and (iii) UCC Financing Statement (collectively, the "Collateral").

### **2.2. Program Compliance; Disbursement of Loan Proceeds.**

The Borrower covenants and agrees that it shall use the proceeds of the Loan solely for the costs of an infrastructure project in which the Borrower has identified a business committed expand in its community.

The proceeds of the Loan shall be disbursed in accordance with the Loan Agreement to the Borrower only as needed to discharge obligations incurred in accordance with Council-approved eligible project costs. Request for disbursement shall be made on a form supplied by the Council's staff and supported by adequate proof that (i) such an obligation has been incurred for the project purpose and (ii) is due and owing.

The Council's staff may, at the Borrower's expense, conduct an audit of the records of the Borrower and inspect the construction and operation of the project funded by proceeds of the Loan. The Borrower shall comply with the loan policies and procedures for the Business Ready Community – Business Committed Loans, as adopted by the Council from time to time, a copy of which the Borrower acknowledges having received on or before the date hereof.

### **2.3. Event of Default.**

The occurrence of an Event of Default under any document made in connection with the Loan (each, a “Loan Document”, and collectively, including this Note, the “Loan Documents”) will constitute a material breach and a default under this Note. Failure to make any payment due hereunder on the date such payment came due shall also be an Event of Default under this Note.

### **2.4. Acceleration.**

Upon the occurrence of an Event of Default and after any applicable grace and/or cure periods, the Council may declare the entire unpaid balance of this Note, together with interest accrued thereon, to be immediately due and payable and may proceed to exercise any and all rights, powers, and remedies that the Council may have under this Note or any other Loan Document or that may be available to the Council at law or in equity.

### **2.5. Remedies Cumulative and Non-Exclusive.**

All remedies conferred by this Note or any of the Loan Documents shall be cumulative, and none is exclusive.

## ***Section 3. Other Provisions.***

### **3.1 Waiver of Presentment.**

Except as otherwise provided herein, Borrower hereby waives any right to presentment or other demand for payment, notice of dishonor, and protest.

### **3.2 Notices.**

All notices, requests, and demands under this Note shall be in writing and made to the other party at its address set forth above or to such other address as such party shall have most recently designated by written notice.

### **3.3 Indemnity.**

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

### **3.4. Governing Law.**

All terms, conditions, and other provisions of this Note are to be determined, interpreted, construed, and otherwise governed by Wyoming law.

### **3.5. Council's Right to Pay Expenses.**

In the event the Borrower fails to make any required payments or otherwise fails to perform any obligations with respect to the Collateral, Council may make written demand to Borrower that Borrower fulfill its payment duties and other obligations. Following such written notice, if the Council deems it necessary in order to protect or preserve the Collateral, it may, but shall have no obligation to, make payments or otherwise perform on behalf of the Borrower the Borrower's obligations affecting the Collateral. In the event the Council makes any such payments or performs any such obligations of the Borrower, the Borrower shall immediately reimburse the Council for any payments and for any costs and expenses incurred in performing such obligations, including any attorney or other professional fees and expenses incurred by the Council, together with interest thereon at the annual rate of eighteen percent (18%) from the date such payment, cost, or expense is made or incurred by the Council until the same has been fully reimbursed to the Council. Any debt of the Borrower to the Council under this paragraph is and shall be evidenced by this Note and added to the Principal Sum owed hereunder.

### **3.6. Entire Agreement, Amendment, and Severability.**

The Loan Documents constitute the entire agreement between the parties with respect to the subject matter hereof. Neither the Loan Documents nor any provision thereof may be changed, waived, discharged, modified, altered, amended, or terminated orally, but only by a Document in writing signed by all parties. If any provision of the Loan Documents should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **3.7. Sovereign Immunity.**

The State of Wyoming and the Council do not waive and hereby reserve any claims or rights they might have to sovereign immunity by entering into the Loan Documents, and specifically retain sovereign immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104 and all other state or federal laws.

### **3.8. Benefit of Agreement.**

The terms, conditions, and other provisions of this Note shall be binding upon the Borrower, and its respective legal representatives, successors, and assigns, and shall inure to the benefit of the Council, and its legal representatives, successors, and assigns.

### **3.9. Waivers; Consent to Jurisdiction.**

The Borrower irrevocably (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Note or any other Loan Documents may be brought in the District Court for the First Judicial District in Laramie County, Wyoming, or in the courts of the United States of America located in Laramie County, Wyoming, (ii) consents to the jurisdiction of each such court in any suit, action, or proceeding, and (iii) waives any objection which it may have to the laying

of venue of any suit, action, or proceeding in any such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.

**3.10. Jury Waiver.**

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT, TO THE EXTENT ALLOWED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS NOTE OR ANY OTHER LOAN DOCUMENTS.

***Section 4. Non-General Obligation.***

This Note evidences a loan from the Council to the Borrower. This Note will not encumber, be chargeable, create or constitute a legal or moral obligation or debt of any kind on behalf of or against the Borrower and will not encumber or be chargeable against the Borrower's assets, general reserves, general funds, or any other revenues or properties whatsoever, except for those pledged as collateral security.

**Without limiting the generality of the provisions of this section, neither this Note nor any of the Loan Documents (i) shall result in the imposition of any debt upon the Borrower in contravention of any constitutional or statutory limitations or requirements concerning the indebtedness of the Borrower; (ii) shall constitute a pledge of or result in the imposition of any lien, charge or encumbrance upon any tax revenues, cash reserves, or other assets or revenues of the Borrower; or (iii) shall, in the event of a default hereunder or thereunder, entitle the Council to, and the Council shall not have the right to seek repayment of the principal or accrued interest due under the Loan, or any other sums payable under the Loan, from any source other than the Collateral now or hereafter pledged.**

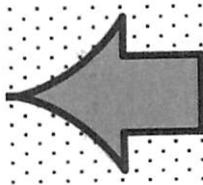
*In Witness Whereof*, the Borrower has caused this Note to be executed by its Mayor and attested by its Clerk and delivered to the Council for and on behalf of the Borrower, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF CODY:

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

ATTEST:

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



## MORTGAGE

The City of Cody, a Wyoming municipal corporation (Mortgagor) whose address is 1338 Rumsey Ave, Cody, Wyoming 82414, to secure the repayment of a three million dollars (\$3,000,000.00) loan payable with an interest rate of one and one-half percent (1.5%) per annum as more fully set forth in the Non-Recourse Promissory Note, which is Attachment B to the Business Ready Community Grant and Loan Program Loan Agreement Between the Wyoming Business Council and the City of Cody dated \_\_\_\_\_, 2019, from the Wyoming Business Council (Mortgagee), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, do hereby mortgage and warrant to the Mortgagee the following described real estate (the Property) situated in the County of Park, Cody, in the State of Wyoming, together with all improvements now or hereafter erected thereon as described below.

Township 53 North, Range 101 West, 6<sup>th</sup> P.M., Park County, Wyoming, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.  
Section 28: SE1/4SW1/4NE1/4SW1/4, SW1/4SE1/4NE1/4SW1/4

The Mortgagor agrees to pay the indebtedness hereby secured and all future advances, renewals, extensions and modifications hereto and all other sums advanced to protect the security of this Mortgage. Mortgagor also agrees to pay all taxes, assessments and encumbrances on the Property. In case the Mortgagor shall fail to pay any taxes, assessments or encumbrances, the Mortgagee may pay them. All sums paid shall be added to and considered part of the above indebtedness secured by this Mortgage and shall accrue interest at the same rate.

Other than normal wear and tear, Mortgagor will commit, permit or suffer no waste, impairment or deterioration of the Property nor any part thereof. The Property shall be continuously maintained in good order, repair, and condition by the Mortgagor at its expense. In the event of any failure on the part of Mortgagor to comply with this covenant, the Mortgagee may, after notice and opportunity to cure, effect repairs it deems necessary to protect the Property and add those costs incurred to Mortgagor's indebtedness secured by the Mortgage. Any such costs shall accrue interest at the same rate as Mortgagor's existing indebtedness.

Mortgagor shall pay all taxes, assessments, charges, fines, liens and impositions attributable to the Property which may attain priority over this Mortgage. Mortgagor shall maintain full coverage insurance on the property in the minimum amount of the Promissory Note with the Mortgagee listed as loss payee. Mortgagor shall pay these obligations on time directly to the person owed payment. If Mortgagee requires, Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph together with receipts evidencing the payments.

Mortgagor agrees that any voluntary or involuntary encumbrance on the Property caused or allowed by Mortgagor subsequent to the date of this Mortgage and the Promissory Note which places Mortgagee's interest at risk, without Mortgagee's express written consent, shall result, at Mortgagee's option, in acceleration of the debt due pursuant to this Mortgage. Mortgagee may, its option and after written notice to Mortgagor and allowing for thirty (30) days for Mortgagor to cure the encumbrance, foreclose upon the Mortgage by judicial action if the lien or encumbrance is not removed or if the entire debt secured by the Mortgage is not paid.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection. Such notice shall specify reasonable cause for the inspection.

In the event Mortgagor defaults in the payment of the secured indebtedness or the interest thereon, and fails to cure after notice as set forth above, or any part of such principal or interest when the same shall become due, or defaults with respect to any of the covenants and agreements hereof, the whole indebtedness and any interest thereon shall, at Mortgagee's option, become immediately due and payable. Should this occur, Mortgagee's legal representatives or assigns shall have the power to pursue a judicial foreclosure of the Mortgage.

In case of default and acceleration of the indebtedness as provided for herein, or in case of abandonment of the Property, or at any time prior to the expiration of any period of redemption, Mortgagor hereby assigns to Mortgagee the rents of the Property and further consents that Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and collect the rents and profits therefrom, including any past due rents. All rents collected by or for Mortgagee shall be applied first to payment of the costs of management of the Property and collections rents due, and then to the Mortgagor's indebtedness secured by this Mortgage. Mortgagee shall be liable to account only for rents actually received.

Mortgagee may at any time and from time to time, without notice to, and without the consent of any other person or entity (except for Mortgagor in the case of a modification of the terms of the Promissory Note or this Mortgage): (1) extend the time of payment for the indebtedness secured by the Mortgage; (2) agree to modify the terms of the Promissory Note or this Mortgage; (3) release any person liable for payment of any indebtedness secured by the Mortgage or for performance of any obligation; (4) release all or any part of the security held for the indebtedness secured by this Mortgage; and (5) exercise or refrain from exercising or waive any right Mortgagee may have.

If Mortgagor sells all or any part of the Property or sells or transfers any interest in it, Mortgagee may, at its option, require immediate payment in full of Mortgagor's indebtedness secured by this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than forty-five (45) days from the date notice is mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to make payment within that forty-five-day period, Mortgagee may invoke any further remedies permitted under this Mortgage without further notice to or demand on Mortgagor.

This Mortgage shall be governed by the laws of the State of Wyoming.

The covenants contained in this Mortgage shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender includes all genders.



ASSIGNMENT AND PLEDGE OF REVENUES

For Value Received, City of Cody, a Wyoming municipal corporation and political subdivision of the State of Wyoming, whose principal office is located at 1338 Rumsey Ave, Cody, WY, 82414 (the "Borrower), does hereby assign and pledge to the Wyoming Business Council, (Council) whose address is 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002 all of its right, title and interest in and to the following revenues:

All rents received from Gunwerks, LLC for use of building. The revenue recaptured through lease payments received for the facility as a result of the Project more fully described in the Business Ready Community Grant and Loan Agreement (Agreement) dated \_\_\_\_\_, 201\_. Recaptured revenue will be managed by the Borrower and deposited into a separate economic development fund account (account # 147214 at Wells Fargo Bank) for repayment of the Non-Recourse Promissory Note (Attachment B of the Loan) and future economic development projects.

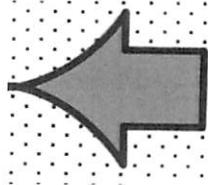
IN WITNESS WHEREOF, the Borrower has caused this Assignment to be signed this day of \_\_\_\_\_, 2019.

**Borrower**

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

Name: \_\_\_\_\_

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



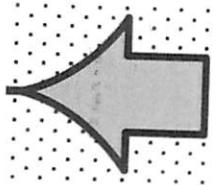
STATE OF WYOMING )  
  )ss.  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



MEETING DATE: 8/6/19

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY:

## **AGENDA ITEM SUMMARY REPORT**

### **Bid 2019-06 (1) New 2020 ½ Ton Police Crew Cab 4x4**

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

Approve the award of Bid 2019-06 to Denny Menholt for (1) 2020 Chevrolet Police Silverado in the amount of \$32,998.00.

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

A request was made in FY 2019/2020 for the purchase of one new patrol pickup. The vehicle being replaced will be sold via Public Surplus auction. Bid packets were sent to Fremont Motor Casper, Lithia, Spradley Barr Motors, Denny Menholt, Fremont Motor Companies, Jackson Hole Ford, Halladay Motors and Ken Garff Chrysler-Jeep-Dodge-Ram.

Three bidders submitted three bids. These bids were opened at City Hall on 7/23/19.

Fremont Motors Cody, submitted one bid for (1) 2020 Ford Police F150 in the amount of \$34,912.00.

Denny Menholt, of Cody, submitted one bid for (1) 2020 Chevrolet Police Silverado in the amount of \$32,998.00.

Spradley Barr, of Cheyenne, submitted one bid for (1) 2020 Ford Police F150 on the amount of \$33,036.00.

Fremont Motor Casper, submitted a letter of no bid.

#### **FISCAL IMPACT**

Funding, in the amount of \$52,000.00, was budgeted and approved in the Fiscal Year 2019/2020 budget. Included in this amount is the funding to upfit the vehicles for service. The cost for upfitting is approximately \$9,000.00 per vehicle.

#### **ALTERNATIVES**

Approve or deny the award of Bid 2019-06 to Denny Menholt for (1) 2020 Chevrolet Police Silverado in the amount of \$32,998.00.

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

## **ATTACHMENTS**

1. Bid packet 2019-06

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

1. Joshua Donald, Fremont Motors Cody; [jdonald@fremontmotors.com](mailto:jdonald@fremontmotors.com)
2. David Sutherland, Spradley Barr Motors, Inc.; [dsutherland@spradleybarrcheyenne.com](mailto:dsutherland@spradleybarrcheyenne.com)
3. Brett Osborne, Fremont Casper; [bosborne@fremontmotors.com](mailto:bosborne@fremontmotors.com)
4. Bert Miller, Denny Menholt; [b.miller1962@hotmail.com](mailto:b.miller1962@hotmail.com)



**TABLE OF CONTENTS**  
**BID NO. 2019-06 (1) New 2020 1/2 Ton Police Crew Cab 4x4**

**Pickup**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2019-06**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL</b>	<b>3</b>
<b>4. SPECIFICATIONS</b>	<b>4-6</b>

**For more information: City of Cody 307-527-7511**

\*\*\*\*\*

**Bid No. 2019-06**  
**(1) New 2020 1/2 Ton Police Crew Cab 4x4 Pickup**

The City of Cody will receive sealed bids until 2:00 p.m., 7/23/19 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2020 1/2 Ton Crew Cab 4x4 Pickup with Police Package.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Kylie Hanson at (307) 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of 5% of the total bid amount.

Dated this 1<sup>st</sup> day of July, 2019.

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

PUBLISH:    July 9<sup>th</sup>, 2019  
                  July 16<sup>th</sup>, 2019



**INSTRUCTIONS: (1) New 2020 1/2 Ton Police Crew Cab 4x4 Pickup**  
**BID REQUEST NUMBER 2019-06**

The Bidder agrees to provide **(1) New 2020 1/2 Ton Police Crew Cab 4x4 Pickup** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2019-06 City of Cody Specifications Form on pages 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2019-06, (1) New 2020 1/2 Ton Police Crew Cab 4x4 Pickup**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/23/19. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid #2019-06 (1) New 2020 1/2 Ton Police Crew Cab 4x4 Pickup**  
 City of Cody, Wyoming



Governing Body  
 City of Cody  
 PO Box 2200  
 1338 Rumsey Avenue  
 Cody, WY 82414

The undersigned Bidder agrees to provide **(1) New 2020 1/2 Ton Police Crew Cab 4x4 Pickup** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.  
 The bid price shall include drop shipping the vehicle to Premier Vehicle Installations, 3038 S Specialty Cir Ste C, South Salt Lake, UT 84115 for up fitting, and then shipping the vehicle to the City of Cody, 119 19<sup>th</sup> Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$ ( _____ N/A _____ )
Net Total Bid			\$ _____

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. *All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected.* The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Typed or Printed Name

\_\_\_\_\_ Company

\_\_\_\_\_ Mailing Address

\_\_\_\_\_ City, State and Zip

\_\_\_\_\_ E-mail Address

# City of Cody

## Specifications for (1) New 2020 1/2 Ton Police Crew Cab 4x4 Pickup Truck.

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

**A. GENERAL**

**YES      NO**

- 1. CREW CAB, short box 4X4 pickup truck with police package. \_\_\_\_\_
- 2. EXTERIOR COLOR: Bright Silver \_\_\_\_\_
- 3. INTERIOR COLOR: Gray or Charcoal \_\_\_\_\_
- 4. Remote Keyless entry with 3 remotes, minimum. \_\_\_\_\_

**B. ENGINE AND POWER TRAIN**

- 1. ENGINE SIZE: V-8 gasoline/flex fuel (E85 Ethanol) powered engine of at least 5.0 liters. \_\_\_\_\_
- 2. ENGINE BLOCK HEATER: Factory installed. \_\_\_\_\_
- 3. TRANSMISSION: Heavy duty 6 speed automatic w/overdrive. \_\_\_\_\_
- 4. DIFFERENTIAL: Standard \_\_\_\_\_
- 5. DIFFERENTIAL RATIO: Approximately 3.42 \_\_\_\_\_
- 6. 4X4: Electric shift on the fly automatic locking hubs. \_\_\_\_\_
- 7. 25 gallon fuel tank, minimum. \_\_\_\_\_
- 8. Trailer towing package. \_\_\_\_\_

**C. SUSPENSION & RUNNING GEAR**

- 1. SUSPENSION: Heavy duty. \_\_\_\_\_
- 2. BRAKES: Heavy duty (4) wheel anti-lock brakes. \_\_\_\_\_
- 3. WHEELS & TIRES: (5) full size wheels and all-season tires that meet the maximum G.V.W.R. of the vehicle being bid. \_\_\_\_\_
- 4. WHEEL BASE: Minimum 143 inches. \_\_\_\_\_
- 5. STEERING: Factory installed power steering. \_\_\_\_\_
- 6. FRONT TOW HOOKS: Factory or dealer installed. \_\_\_\_\_
- 7. TRAILER TOWING PACKAGE: Factory installed. \_\_\_\_\_

**D. ELCTRICAL SYSTEM**

**YES NO**

- 1. BATTERY: Maintenance free heavy-duty with a min of 650 CCA. \_\_\_\_\_
- 2. ALTERNATOR: (12) volts, 200 amp minimum. \_\_\_\_\_
- 3. GAUGES: Factory installed voltmeter, oil pressure and engine temp. \_\_\_\_\_

**E. BODY & INTERIOR**

- 1. WINDSHIELD WIPERS: Multi-speed w/intermittent system. \_\_\_\_\_
- 2. RADIO: AM/FM player w/ clock. \_\_\_\_\_
- 3. WINDOWS & DOOR LOCKS: Power windows & door locks. \_\_\_\_\_
- 4. STEERING WHEEL: Comfort Tilt. \_\_\_\_\_
- 5. MIRRORS: Heated dual outside rear view mirrors, mounted below eye level. \_\_\_\_\_
- 6. HEATER AND AIR CONDITIONER: Factory installed manual control, electric rear window defogger. \_\_\_\_\_
- 7. SEATS: Power drivers' seat, heavy duty cloth bucket seats with vinyl rear bench seat and floor covering. \_\_\_\_\_
- 8. REAR BUMPER: Factory installed rear bumper. \_\_\_\_\_
- 9. FLOOR MATS: Heavy duty rubber, factory supplied. \_\_\_\_\_
- 10. GLASS: Solar Ray Tinted Windows \_\_\_\_\_
- 11. CRUISE CONTROL: Factory installed. \_\_\_\_\_
- 12. STEPS: Full length tubular assist steps. \_\_\_\_\_
- 13. Rear Backup camera. \_\_\_\_\_
- 14. USB port. \_\_\_\_\_
- 15. Led spot light. \_\_\_\_\_
- 16. Spray in bed liner black in color. \_\_\_\_\_

**F. MISCELLANEOUS**

**YES NO**

- 1. Full manufacturer's standard warranty. \_\_\_\_\_
- 2. Dealer order form showing all equipment being bid. \_\_\_\_\_
- 3. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody. \_\_\_\_\_

This police package vehicle shall be to the manufacturer's standard unless specified otherwise. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

MEETING DATE: 8/6/19

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY:

## **AGENDA ITEM SUMMARY REPORT**

### **Bid 2019-07 (2) New 2020 AWD Police Utility Vehicles**

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

Approve the award of Bid 2019-07 to Fremont Motors Cody for (2) 2020 Ford Police Interceptor Utility Vehicles in the amount of \$68,190.00.

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

A request was made in FY 2019/2020 for the purchase of one new patrol vehicle. An additional officer request was made and approved in the current budget. To accommodate the position a new vehicle must also be added to the fleet. The vehicle being replaced will be sold via Public Surplus auction. Bid packets were sent to Fremont Motor Casper, Lithia, Spradley Barr Motors, Denny Menholt, Fremont Motor Companies, Jackson Hole Ford, Halladay Motors and Ken Garff Chrysler-Jeep-Dodge-Ram.

Four bidders submitted four bids. These bids were opened at City Hall on 7/23/19.

Fremont Motors Cody, submitted one bid for (2) 2020 Ford Police Interceptor Utility Vehicles in the amount of \$68,190.00.

Denny Menholt, of Cody, submitted one bid for (2) 2020 Chevrolet Tahoe's in the amount of \$75,984.00.

Jackson Hole Ford, of Jackson, submitted one bid (2) 2020 Ford Police Interceptor Utility Vehicles in the amount of \$76,696.00.

Spradley Barr, of Cheyenne, submitted one bid for (2) 2020 Ford Police Interceptor Utility Vehicles in the amount of \$69,194.00.

Fremont Motor Casper, submitted a letter of no bid.

#### **FISCAL IMPACT**

Funding, in the amount of \$96,326.00, was budgeted and approved in the Fiscal Year 2019/2020 budget. Included in this amount is the funding to upfit the vehicles for service. The cost for upfitting is approximately \$9,000.00 per vehicle.

#### **ALTERNATIVES**

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

Approve or deny the award of Bid 2019-07 to Fremont Motors Cody for (2) 2020 Ford Police Interceptor Utility Vehicles in the amount of \$68,190.00.

**ATTACHMENTS**

1. Bid packet 2019-07

**AGENDA & SUMMARY REPORT TO:**

1. Joshua Donald, Fremont Motors Cody; [jdonald@fremontmotors.com](mailto:jdonald@fremontmotors.com)
2. David Sutherland, Spradley Barr Motors, Inc.; [dsutherland@spradleybarrcheyenne.com](mailto:dsutherland@spradleybarrcheyenne.com)
3. Stephen Hughes, Jackson Hole Ford; [zzhughes@hotmail.com](mailto:zzhughes@hotmail.com)
4. Brett Osborne, Fremont Casper; [bosborne@fremontmotors.com](mailto:bosborne@fremontmotors.com)
5. Bert Miller, Denny Menholt; [b.miller1962@hotmail.com](mailto:b.miller1962@hotmail.com)



**TABLE OF CONTENTS**

**BID NO. 2019-07 (2) New 2020 AWD Police Utility Vehicles**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2019-07**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL</b>	<b>3</b>
<b>4. SPECIFICATIONS</b>	<b>4-6</b>

**For more information: City of Cody 307-587-2958**

\*\*\*\*\*

**Bid No. 2019-07  
(2) New 2020 AWD Police Utility Vehicles**

The City of Cody will receive sealed bids until 2:00 p.m., 7/23/19 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(2) New 2020 AWD Police Utility Vehicles**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Kylie Hanson at (307) 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of **5%** of the total bid amount.

Dated this 1<sup>st</sup> day of July, 2019.

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

PUBLISH: July 9<sup>th</sup>, 2019  
July 16<sup>th</sup>, 2019



**INSTRUCTIONS: (2) New 2020 AWD Police Utility Vehicles  
BID REQUEST NUMBER 2019-07**

The Bidder agrees to provide (2) New 2020 AWD Police Utility Vehicles free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2019-07 City of Cody Specifications Form on pages 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. *All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected.* The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

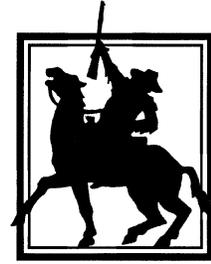
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2019-07, (2) New 2020 AWD Police Utility Vehicles**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/23/19. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2019-07 (2) New 2020 AWD Police Utility Vehicles**  
 City of Cody, Wyoming



**CITY OF CODY**  
 WYOMING

Governing Body  
 City of Cody  
 PO Box 2200  
 1338 Rumsey Avenue  
 Cody, WY 82414

The undersigned Bidder agrees to provide **(2) New 2020 AWD Police Utility Vehicles**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

The bid price shall include drop shipping the vehicle to Premier Vehicle Installations, 3038 S Specialty Cir Ste C, South Salt Lake, UT 84115 for up fitting, and then shipping the vehicle to the City of Cody, 119 19<sup>th</sup> Street, Cody, WY 82414.

<b>Bid Schedule</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total Price</b>
Bid for:			\$ _____
Less trade if any:			\$ ( _____ N/A _____ )
Net Total Bid			\$ _____

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. *All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected.* The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 City, State and Zip

\_\_\_\_\_  
 E-mail Address

## City of Cody

### Specifications (2) New 2020 AWD Drive Police Utility Vehicles

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

<b>A. GENERAL</b>	<b>YES</b>	<b>NO</b>
1. 4 door, AWD with factory police package.	_____	_____
2. Wheel base: Minimum of 119 inches.	_____	_____
3. Exterior color: Bright Silver, submit paint before ordering.	_____	_____
4. Interior color. Charcoal or black	_____	_____
<b>B. ENGINE AND POWER TRAIN</b>		
1. Engine: V-6 3.3 gas liter min.	_____	_____
2. Engine block heater.	_____	_____
3. Transmission: 10 speed automatic w/overdrive.	_____	_____
4. Speedometer: Certified cluster with driver information center.	_____	_____
5. 3,73 axle ratio	_____	_____
<b>C. SUSPENSION &amp; RUNNING GEAR</b>		
1. Suspension: Heavy duty police.	_____	_____
2. Brakes: Heavy duty Four Wheel Anti-Lock Power Disc Brakes.	_____	_____
3. Wheels & Tires: (5) full size wheels & All-Season tires speed rated (w).	_____	_____
4. Wheel covers: Factory supplied.	_____	_____
<b>D. ELECTRICAL SYSTEM</b>		
1. Battery: Maintenance free Heavy-duty with a min of 900 CCA. With battery rundown protection.	_____	_____
2. Alternator: (12) volts, 170 amp minimum.	_____	_____
3. Interior lighting: Inoperative when doors are opened, controlled by light dimmer switch or lighting control module.	_____	_____

**ELECTRICAL SYSTEM continued**

**YES NO**

- 4. Engine Idle Feature \_\_\_\_\_
- 5. Auxiliary Dome Light: Located between visors with switch at base of lamp. \_\_\_\_\_
- 6. Hatch Release Feature \_\_\_\_\_
- 7. Spotlight: (1) 6" pillar mounted Led spotlight, factory installed on driver's side. \_\_\_\_\_
- 8. Dark Car Feature \_\_\_\_\_

**E. BODY & CAB**

- 1. Floor Covering: Heavy duty rubber mat front and rear. \_\_\_\_\_
- 2. Dual heated outside rear view mirrors, remote controlled right and left. \_\_\_\_\_
- 3. Windows: Power windows w/tinted glass. \_\_\_\_\_
- 4. Rear window defroster: Electric. \_\_\_\_\_
- 5. Heater and air conditioner: Factory installed, high output, manual control. \_\_\_\_\_
- 6. Windshield wipers: Multi-speed w/intermittent system. \_\_\_\_\_
- 7. Radio: AM/FM, MP3 w/clock. \_\_\_\_\_
- 8. Door locks: Power door locks, single key locking system w/(3) sets of keys and keyless entry. \_\_\_\_\_
- 9. Door handles: Rear inside door handles and windows to be inoperative except from the outside or the driver's position. \_\_\_\_\_
- 10. Front seats: Heavy duty cloth bucket seats, with power adjust driver's seat. \_\_\_\_\_
- 11. Rear seat: Vinyl rear seat. \_\_\_\_\_
- 12. Electric hatch opener: Factory installed. \_\_\_\_\_
- 13. Steering Wheel: Comfort tilt. \_\_\_\_\_
- 14. Cruise Control: Factory installed. \_\_\_\_\_
- 15. Rear on demand backup camera. \_\_\_\_\_
- 16. Reverse sensing system. \_\_\_\_\_
- 17. Cargo storage vault. \_\_\_\_\_

**F. MISCELLANEOUS**

**YES      NO**

- 1. Full manufacturer's standard warranty. \_\_\_\_\_
- 2. Dealer order form showing all equipment being bid. \_\_\_\_\_
- 3. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody. \_\_\_\_\_

These police package vehicles shall be to the manufacturer's standard unless specified otherwise. They shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

MEETING DATE: 8/6/19

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY:

## **AGENDA ITEM SUMMARY REPORT**

### **Bid 2019-08 (1) New Current Model Skid Steer Loader**

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

Approve the award of Bid 2019-08 to Bobcat of the Big Horn Basin, Inc. for one Bobcat S650 T4 Skid Steer Loader, with attachments, in the amount of \$51,390.65.

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

A request was made in FY 2019/2020 for the purchase of a new skid steer loader to be utilized within the Electric Division.

Bid packets were sent to Bobcat of the Big Horn Basin, HE Equipment, Floyd's, The CAT Rental Store, Titan Machinery, Tractor and Equipment, TriState Truck and Equipment, Wyoming Machinery Company, Honnen Equipment, C&B Operations and Power Equipment Company.

Five bidders submitted five bids. These bids were opened at City Hall on 7/25/19.

Bobcat of the Big Horn Basin submitted one bid for a Bobcat S650 T4 Skid Steer Loader, with attachments, in the amount of \$51,390.65.

Floyd's Truck Center submitted one bid for a Gehl R260 Skid Steer Loader in the amount of \$45,360.00. This bid did not include two of the requested attachments.

Titan Machinery submitted one bid for a Case SV280-1 Skid Steer Loader, with attachments, in the amount of \$53,996.00.

Tractor and Equipment Company submitted one bid for a Caterpillar 262D Skid Steer Loader, with attachments, in the amount of \$56,266.00.

Tri State Truck and Equipment, Inc. submitted one bid for a Volvo MC115D Skid Steer Loader, with attachments, in the amount of \$63,560.00.

#### **FISCAL IMPACT**

Funding for this equipment, in the amount of \$55,000.00, was budgeted for and approved in the Fiscal Year 2019/2020 budget.

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

## **ALTERNATIVES**

Approve or deny the award of Bid 2019-08 to Bobcat of the Big Horn Basin, Inc. for one Bobcat S650 T4 Skid Steer Loader, with attachments, in the amount of \$51,390.65.

## **ATTACHMENTS**

1. Bid packet 2019-08

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

1. Tyson Williams, Titan Machinery, [tyson.williams@titanmachinery.com](mailto:tyson.williams@titanmachinery.com)
2. Troy Schatz, Bobcat of the Big Horn Basin Inc, [troy@bobcatofthebhb.com](mailto:troy@bobcatofthebhb.com)
3. Richard Chafee, Floyd's Truck Center, [rchafee@floydstrucks.com](mailto:rchafee@floydstrucks.com)
4. Dan Mollett, Tractor & Equipment Company, [dmollett@tractorandequipment.com](mailto:dmollett@tractorandequipment.com)
5. Art Logan, Tri State Truck and Equipment, Inc, [artl@tste.com](mailto:artl@tste.com)



**TABLE OF CONTENTS**

**BID NO. 2019-08 (1) New Current Model Skid Steer Loader**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2019-08**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)</b>	<b>↓ 1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL</b>	<b>3</b>
<b>4. SPECIFICATIONS</b>	<b>4-6</b>

**For more information: City of Cody 307-527-7511**

\*\*\*\*\*

**Bid No. 2019-08  
(1) New Current Model Skid Steer Loader**

The City of Cody will receive sealed bids until 2:00 p.m., 7/25/19 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Current Model Skid Steer Loader**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Kylie Hanson at (307) 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of **5%** of the total bid amount.

Dated this 1<sup>st</sup> day of July 2019.

---

Cynthia Baker  
Administrative Services Officer

PUBLISH: July 11<sup>th</sup>, 2019  
July 18<sup>th</sup>, 2019



**INSTRUCTIONS: (1) New Current Model Skid Steer Loader  
BID REQUEST NUMBER 2019-08**

The Bidder agrees to provide **(1) New Current Model Skid Steer Loader** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2019-08 City of Cody Specifications Form on page 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

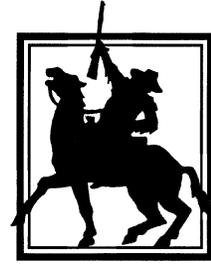
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2019-08, (1) New Current Model Skid Steer Loader**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/25/19. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2019-08 (1) New Current Model Skid Steer Loader**  
 City of Cody, Wyoming



**CITY OF CODY**  
 WYOMING

Governing Body  
 City of Cody  
 PO Box 2200  
 1338 Rumsey Avenue  
 Cody, WY 82414

The undersigned Bidder agrees to provide **(1) New Current Model Skid Steer Loader,** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19<sup>th</sup> Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$ ( <u>    N/A    </u> )
Net Total Bid			\$ _____

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 City, State and Zip

\_\_\_\_\_  
 E-mail Address

# City of Cody

## Bid # 2019-08

### Minimum specifications for (1) New Current Model Skid Steer Loader

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

#### A. GENERAL

YES NO

1. Current Model Diesel Powered Skid Steer Loader \_\_\_\_\_
2. Compatible with Bobcat attachments. \_\_\_\_\_

#### B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: Four Cylinder, Four Cycle, Water Cooled, Turbo-charged Diesel Engine, Developing a Minimum of 74 HP. Tier 4 compliant with no particulate filter. Loader shall not require Diesel Exhaust Fluid. \_\_\_\_\_
2. ENGINE BLOCK HEATER: Factory installed with cold weather starting aid. \_\_\_\_\_
3. AIR CLEANER: Dual element with restriction indicator. \_\_\_\_\_
4. MUFFLER: Factory installed, spark arrestor. \_\_\_\_\_
5. TRAVEL: Two speed travel with auto shift. \_\_\_\_\_
6. Reversing fan. \_\_\_\_\_

#### C. ELECTRICAL SYSTEM

1. BATTERY: Maintenance free heavy-duty with a min of 950 CCA. \_\_\_\_\_
2. ALTERNATOR: (12) volts, 90 amp minimum. \_\_\_\_\_
3. INSTRUMENTATION: GAUGES AND /OR INDICATORS: Factory installed; alternator output, engine coolant temp, engine oil pressure, hydraulic restriction, hydraulic temp., fuel level, hour meter, keyless start, diagnostics and monitoring, job clock, and tachometer. (Engine coolant temp., engine oil pressure and hydraulic temp. with audible alarm.) \_\_\_\_\_
4. LIGHTS: Front and rear work lights, and rotating beacon. \_\_\_\_\_

#### D. CAB

1. ROLLOVER PROTECTION STRUCTURE: Factory installed. \_\_\_\_\_
2. FALLING OBJECTS PROTECTIVE STRUCTURE: Factory installed. \_\_\_\_\_
3. SEAT: Heated Air Ride Suspension Seat – Cloth. \_\_\_\_\_
4. WINDSHIELD WIPERS: Multi-speed w/intermittent system. \_\_\_\_\_

**D. CAB (cont.)**

**YES      NO**

- 5. HEATER/DEFROSTER: Factory installed manual control. \_\_\_\_\_
- 6. WINDOWS: Left, right, top and rear sliding windows w/removable front. \_\_\_\_\_
- 7. CAB INSULATION: Sound control kit, for operator comfort. \_\_\_\_\_
- 8. AM/FM Radio. \_\_\_\_\_
- 9. AIR CONDITIONING: Factory installed. \_\_\_\_\_

**E. OPERATING, PERFORMANCE SPECIFICATIONS**

- 1. OPERATING CAPACITY: 2670 lb. Min. \_\_\_\_\_
- 2. HIGH FLOW HYDRAULICS: 30 GPM min. \_\_\_\_\_
- 3. LOADER WEIGHT: 8000 LB min. \_\_\_\_\_
- 4. AUXILARY HYDRAULICS: Front mounted with attachment control kit. \_\_\_\_\_
- 5. BACK-UP ALARM: Factory installed and of a sufficient decibel level so as to be audible to the human ear over and above the sound of the loader when operated at full throttle. \_\_\_\_\_
- 6. HYDRAULIC BUCKET POSITIONING: To maintain same tilt of bucket during lifting. \_\_\_\_\_
- 7. Automatic Ride Control \_\_\_\_\_
- 8. MINIMUM DUMP HEIGHT of 100 inches. \_\_\_\_\_
- 9. MUST be able to switch attachments without getting out of the machine. \_\_\_\_\_
- 10. MUST have 7-Pin attachment control kit to run Bobcat attachments at finger tips. \_\_\_\_\_
- 11. Selectable Joystick Controls (SJC) \_\_\_\_\_

**F. ATTACHMENTS**

- 1. BUCKET: (1) 74" Combination bucket with a smooth bolt-on cutting edge. \_\_\_\_\_
- 2. PALLET FORKS: (1) 4k Heavy Duty Pallet Fork Frame, 48" Heavy Duty Pallet Fork Teeth \_\_\_\_\_
- 3. LANDSCAPE RAKE: (1) 72" Min. working width, must rake, collect, and dump debris. \_\_\_\_\_

**G. MISCELLANEOUS**

**YES      NO**

- |   |       |       |
|---|-------|-------|
| 1. MANUALS: The successful bidder shall supply an Operators, Service and Repair Manual for the Skid Steer Loader and attachments.   | _____ | _____ |
| 2. WARRANTY: One-year, unlimited hours.   | _____ | _____ |
| 3. COUNTERWEIGHT KIT: Factory installed, 300lbs.  | _____ | _____ |
| 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody.   | _____ | _____ |
| 5. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business, or have provisions for a "field" mechanic to perform any warranty work that may be required on the Skid Steer Loader at the City of Cody Shop located at 119 19 <sup>th</sup> St. Cody WY. | _____ | _____ |
| 6. Dealer order showing all equipment being bid.  | _____ | _____ |
| 7. DELIVERY: 90 days Max.   | _____ | _____ |
| 8. Does bidder hold a current Wyoming Residency Certificate?  | _____ | _____ |

MEETING DATE: 8/6/19

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY:

## **AGENDA ITEM SUMMARY REPORT**

### **Bid 2019-09 (1) New Current Model Self Propelled Street Sweeper**

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

Reject all bids for Bid 2019-09 and allow staff to re-review the available options and re-bid the unit at a later date.

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

A request was made in FY 2019/2020 for the purchase of a new street sweeper within the Streets Division. This will be replacing a 1995 Chassis and 2011 sweeper body currently being used within the Streets Division.

A 1995 Ford Chassis with Tymco sweeper body was offered in trade.

Bid packets were sent to Titan Machinery, CMI-TECO, Ameritech Equipment Company, Kois Brothers Equipment and Bucher Municipal.

Two bidders submitted two bids. These bids were opened at City Hall on 7/25/19.

Kois Brothers Equipment submitted one bid for (1) Global V6 sweeper in the amount of \$283,520.00, less a trade in value of \$6,500.00, leaving a net total bid of \$277,020.00.

Titan Machinery submitted one bid for (1) Elgin Whirlwind Sweeper in the amount of \$275,226.00, less a trade in value of \$16,500.00, leaving a net total bid of \$258,726.00.

#### **FISCAL IMPACT**

Funding, in the amount of \$300,000.00, was budgeted for and approved in the Fiscal Year 2019/2020 budget.

#### **ALTERNATIVES**

Reject all bids for Bid 2019-09 and allow staff to re-review the available options and re-bid the unit at a later date.

#### **ATTACHMENTS**

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

1. Bid packet 2019-09

**AGENDA & SUMMARY REPORT TO:**

1. Tyson Williams, Titan Machinery, [tyson.williams@titanmachinery.com](mailto:tyson.williams@titanmachinery.com)
2. Ernest Kois, Kois Brothers Equipment, [ekois@koisbrothers.com](mailto:ekois@koisbrothers.com)



**TABLE OF CONTENTS**

**BID NO. 2019-09 (1) New Current Model or Demo Self Propelled Street Sweeper**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2019-09**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)</b>	↓ 1
<b>2. INSTRUCTION SHEET</b>	2
<b>3. BID PROPOSAL</b>	3
<b>4. SPECIFICATIONS</b>	4-7

**For more information: City of Cody 307-527-7511**  
\*\*\*\*\*

**Bid No. 2019-09**  
**(1) New Current Model or Demo Self Propelled Street Sweeper**

The City of Cody will receive sealed bids until 2:15 p.m., 7/25/19 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Current Model or Demo Street Sweeper** with an option to trade in **(1) 1995 Ford Truck with 2011 Tymco 600 Sweeper Body.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer at 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of **5%** of the total bid amount.

Dated this 1<sup>st</sup> day of July 2019.

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

PUBLISH: July 11<sup>th</sup>, 2019  
July 18<sup>th</sup>, 2019



**INSTRUCTIONS: (1) New Current Model or Demo Self Propelled Street Sweeper  
BID REQUEST NUMBER 2019-09**

The Bidder agrees to provide **(1) New Current Model or Demo Self Propelled Street Sweeper** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 1995 Ford Truck with 2011 Tymco 600 Sweeper Body VIN1FDXH70C5SVA67737**. The bidder shall complete every space in the Bid 2019-09 City of Cody Specifications Form on page 4-7 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

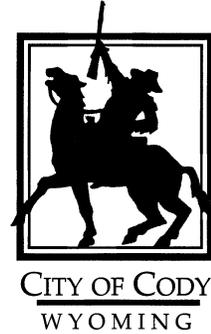
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2019-09, (1) New Current Model or Demo Self Propelled Street Sweeper**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:15 p.m. 7/25/19. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2019-09 (1) New Current Model Self Propelled Street Sweeper**  
 City of Cody, Wyoming



Governing Body  
 City of Cody  
 PO Box 2200  
 1338 Rumsey Avenue  
 Cody, WY 82414

The undersigned Bidder agrees to provide **(1) New Current Model or Demo Self Propelled Street Sweeper**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 1995 Ford Truck with 2011 Tymo 600 Sweeper Body VIN1FDXH70C5SVA67737**. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19<sup>th</sup> Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$( _____ )
Net Total Bid			\$ _____

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Typed or Printed Name

\_\_\_\_\_ Company

\_\_\_\_\_ Mailing Address

\_\_\_\_\_ City, State and Zip

\_\_\_\_\_ E-mail Address

# City of Cody

## Bid # 2019-09

### Minimum specifications for (1) New Current Model or Demo Self Propelled Street Sweeper

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

#### A. GENERAL

YES NO

1. The sweeping path with the vacuum nozzles and two side brooms shall have a width of 144" or more. \_\_\_\_\_
2. Right hand drive only. \_\_\_\_\_
3. Chassis power to be used to boost system performance by providing power to the auxiliary engine. \_\_\_\_\_

#### B. ENGINE

1. The sweeper unit shall be self-propelled and the engine shall be a John Deere 4045T 4.5L 4 Cylinder Turbo Diesel. Maximum 74 hp. \_\_\_\_\_
2. The engine shall have an auto shutdown for low oil/high temperature. \_\_\_\_\_
3. The engine shall have an electronic throttle. \_\_\_\_\_
4. The engine shall have a heavy-duty dual safety element air cleaner. \_\_\_\_\_
5. Block heater. \_\_\_\_\_
6. Battery disconnect switch. \_\_\_\_\_
7. Coolant filter. \_\_\_\_\_

#### C. INSTRUMENTATION/CONTROLS

1. Center console with rocker switches and gauges. \_\_\_\_\_
2. Gauges shall include, but not be limited to, tachometer, hour meter, oil pressure, fuel, voltmeter, coolant temp and a spray water gauge. \_\_\_\_\_
3. A full load indicator. \_\_\_\_\_
4. Hopper and hopper door controls. \_\_\_\_\_
5. Memory sweep (sweep resume feature). \_\_\_\_\_
6. LED arrow board to be mounted on the rear, or top rear, with in cab control. \_\_\_\_\_

**D. ELECTRICAL SYSTEM**

**YES NO**

- 1. 12-volt system. \_\_\_\_\_

**E. SWEEPER SYSTEM COMPONENTS**

- 1. Blower
  - a) Fluid coupler and 5 groove banded power belt with adjustable idler pulley. \_\_\_\_\_
  - b) Hardox brand steel 10-gauge, rubber lined. \_\_\_\_\_
  - c) Dual vacuum nozzles. \_\_\_\_\_
- 2. Side Broom
  - a) 36" diameter minimum, Dual right and left. \_\_\_\_\_
  - b) Hydraulic motor drive protected by relief valve. \_\_\_\_\_
  - c) Free floating trailing arm mount. \_\_\_\_\_
  - d) Inward/outward raised/lowered. \_\_\_\_\_
  - e) In cab control for digging and wear. \_\_\_\_\_
  - f) Right- and left-hand side broom tilt with indicator. \_\_\_\_\_
  - g) The sweep position to be fully extended and in front of vacuum. \_\_\_\_\_
  - h) Brooms shall be disposable segment type. \_\_\_\_\_
  - i) Auto shutters. \_\_\_\_\_
- 3. Debris Hopper
  - a) A volumetric capacity of 8.0 cubic yards. \_\_\_\_\_
  - b) Dump angle minimum 50 degrees. \_\_\_\_\_
  - c) Hopper door to have hydraulic open/close, lock/unlock. \_\_\_\_\_
  - d) Hopper dump control from inside cab. \_\_\_\_\_
  - e) Hopper with a life liner. \_\_\_\_\_
- 4. Hydraulic System
  - a) The hydraulic system shall run the motors for the gutter brooms and activate the hopper dump cycles 8.3 GPM. \_\_\_\_\_
  - b) Hydraulic reservoir capacity of 23 gallon minimum. \_\_\_\_\_
  - c) System shall have a 10-micron spin on filter. \_\_\_\_\_

**SWEEPER SYSTEM COMPONENTS (continued)**

**YES NO**

5. Spray Water System

- a) Tank shall be of polyethylene construction and have a minimum capacity of 335 gallons. \_\_\_\_\_
- b) Pump shall be a diaphragm type with run dry capability with high or low selectable pump speeds. \_\_\_\_\_
- c) 8 GPM flow and 40 psi. \_\_\_\_\_
- d) Switches on control console will control the nozzles. \_\_\_\_\_
- e) 100 mesh cleanable filter in the system, minimum. \_\_\_\_\_
- f) 8-inch wandering hose. \_\_\_\_\_
- g) Life liner hopper system. \_\_\_\_\_

**F. CAB**

- 1. LED Clearance lights. \_\_\_\_\_
- 2. (2) LED front flood lights. \_\_\_\_\_
- 3. (2) LED rear flood lights and backup lights. \_\_\_\_\_
- 4. (2) LED strobes with guard. \_\_\_\_\_
- 5. LED Front ID lights. \_\_\_\_\_
- 6. Rear LED arrow stick. \_\_\_\_\_
- 7. LED stop, tail and turn lights. \_\_\_\_\_
- 8. Beacon light with guard. \_\_\_\_\_
- 9. Water fill hose. \_\_\_\_\_
- 10. Carbide dirt shoes. \_\_\_\_\_
- 11. Radio install package. \_\_\_\_\_
- 12. AM/FM radio. \_\_\_\_\_
- 13. Left and right mirrors. \_\_\_\_\_

CAB (continued)	YES	NO
14. Right hand air ride seat.	_____	_____
15. Heat and air conditioning.	_____	_____
16. Rear and left side camera.	_____	_____

**G. MISCELLANEOUS**

1. Dealer order form showing all equipment being bid.	_____	_____
2. Warranty; list all available warranty.	_____	_____
3. Two sets of operator’s manuals, one set parts manuals and one set of maintenance manuals.	_____	_____
4. Approximate completion date.	_____	_____
5. (3) sets of keys.	_____	_____
6. Does the bidder hold a current Wyoming Residency Certificate?	_____	_____

*This sweeper unit shall be to the manufacturer’s standard. It shall be equipped with the manufacturer’s equipment and accessories which are included as standard in the advertised and published literature for said unit. No such item of the equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.*

**OPTIONAL TRADE-IN**

The City of Cody may choose, at its sole discretion, to trade in a **1995 Ford Truck with 2011 Tymco 600 Sweeper Body VIN1FDXH70C5SVA67737**. Trade in shall be in “AS IS” condition at the time of the bid opening. This equipment will be available for inspection at the City of Cody Vehicle Maintenance Shop located at 119 19<sup>th</sup> Street, Cody, WY 82414, **by appointment**, between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday. Bidder shall state the amount of allowance to be deducted from the Bidder’s proposal on the attached Bid Proposal Form should the City of Cody select this option.

# City of Cody Agenda Request Form

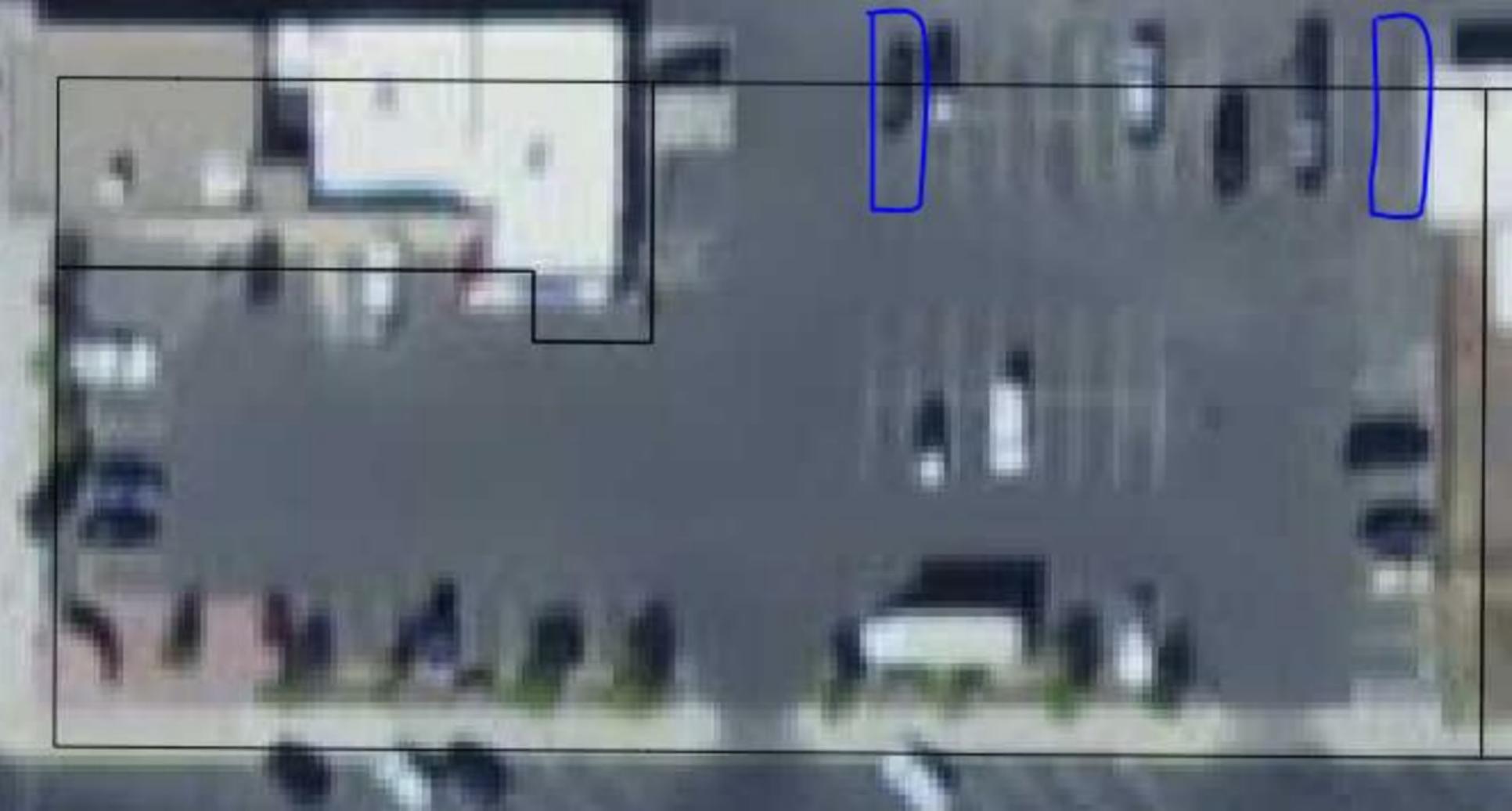
In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be 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 Spencer Busted  
Organization Represented Rendezvous Royal & BBCW  
Date you wish to appear before the Council 8/6/19  
Mailing Address 1827 Salsbury Ave Telephone (336) 775-7740  
E-Mail Address SpencerB@centerofthewest.org  
Preferred form of contact: Telephone \_\_\_\_\_ E-Mail   
Names of all individuals who will speak on this topic Spencer Busted  
Event Title (if applicable) Rendezvous Royal Around Town Events Shuttle  
Date(s) of Event (if applicable) 9/19 - 9/21  
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) using a parking space to drop off / pick up as a shuttle stop in Bob Moore Parking Area  
Which City employee(s) have you spoken to about this issue? Todd  
Signature  Date 7/26/19

Oversight Jan  
10:00 AM - 8:00 PM



MEETING DATE: AUGUST 6, 2019  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES  
PREPARED BY: MIKE FINK  
PRESENTED BY: RICK MANCHESTER

## **2019 Cody Soroptimist's Run for Hope**

### **ACTION TO BE TAKEN**

Request City Council to approve The Cody Soroptimist's Club to hold their 11<sup>th</sup> annual "Run for Hope". A 5K and 10K walk-run benefit on October 5<sup>th</sup>, 2019.

### **SUMMARY OF INFORMATION**

The "Run for Hope" is to benefit the Lainey Cole Memorial Women's Cancer Fund. This memorial fund provides assistance to women battling cancer. Lainey was a leader of the Soroptimists and the programs and services they provide to better the well-being of women and young girls in the Cody Community.

The race will start at 9 am and will not require any street closures. The races will begin and end at the Paul Stock Recreation Center, 1402 Heart Mountain Street.

The Soroptimists are requesting assistance with traffic control at the start of the race if available. The assistance is for the intersections of Stampede Avenue/ Heart Mountain Street and Heart Mountain Street/ Alger Avenue. All traffic rules will be followed by participants.

### **FISCAL IMPACT**

The Soroptimists will not require any City staff to assist with traffic control.

There will be an additional charge to cover any call out fees

The Recreation Department has a Special Event Permit of \$25.00 for the use of our directional and caution signs, barricades and safety cones for the race.

The Soroptimst group will provide the Recreation Department with proof of insurance for this event.

### **ALTERNATIVES**

1. Approve the Soroptimist's Run
2. Approve with conditions
3. Deny the request

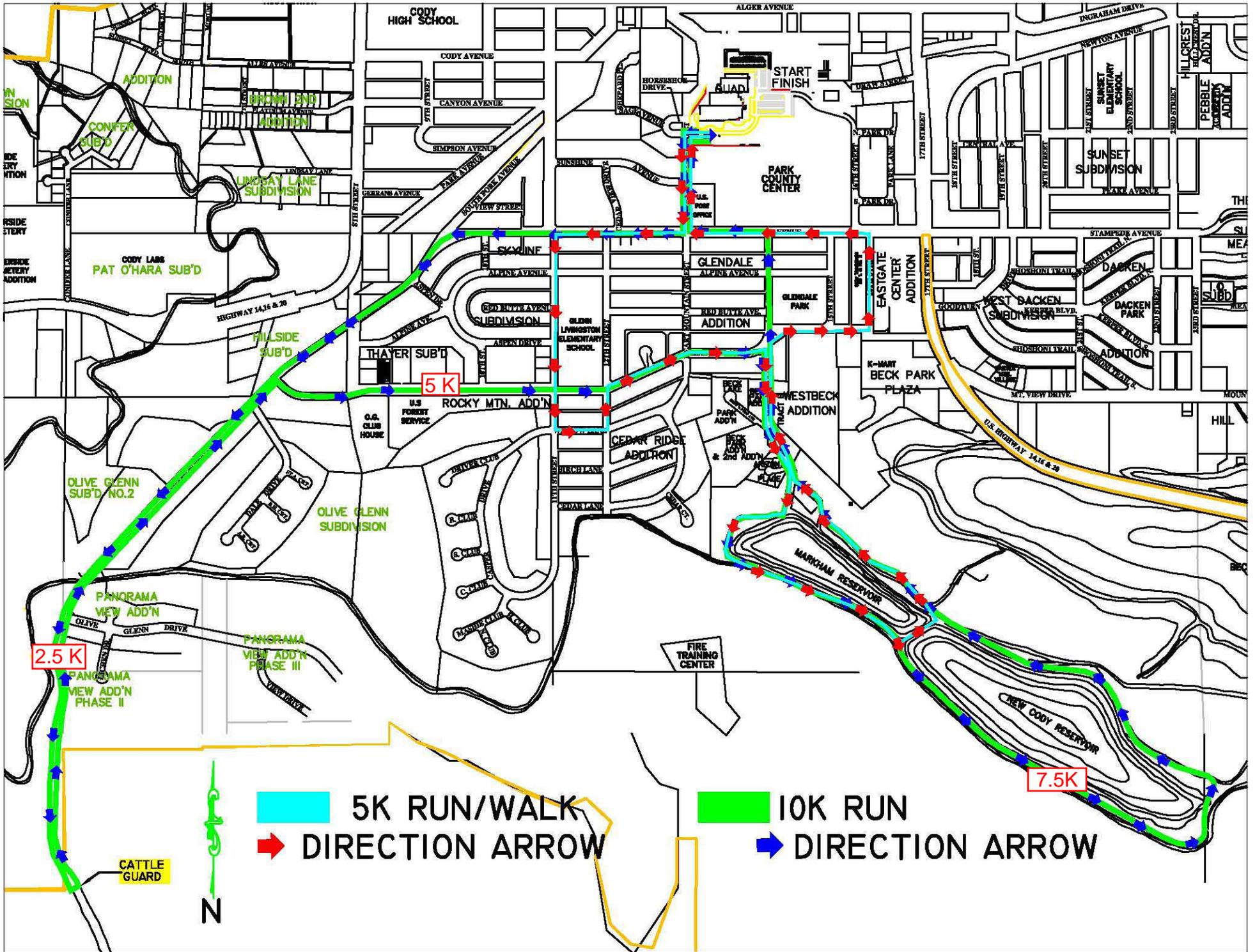
### **ATTACHMENTS**

Map of the planned race routes

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

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400

Mike Fink, Public Facilities and Recreation Superintendent (307) 587-0400



Report Criteria:

Invoice.Detail.Input date = 07/30/2019  
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>ALEM (131909)</b>				
	401-21	REFUND OVERPAYMENT ON CATERING PERMIT	06/25/2019	50.00
Total :				50.00
Total ALEM (131909):				50.00
<b>ANDERSON JR, KYLE (131903)</b>				
	15.9710.28	REFUND UTILITY DEPOSIT	07/19/2019	259.96
Total :				259.96
Total ANDERSON JR, KYLE (131903):				259.96
<b>ANIXTER INC (130622)</b>				
	4295342-01	Pedestal, secondary API 10x14	07/18/2019	1,419.54
	4295342-01	Pedestal, secondary API 10x14	07/18/2019	946.36
	4296221-00	350 MCM TRI-PLEX WIRE	07/03/2019	2,069.32
	4297975-00	CONNECTORS, HARDWARE, WILDLIFE PROTECTION WIRE	07/03/2019	1,636.41
	4297975-00	CONNECTORS, HARDWARE, WILDLIFE PROTECTION WIRE	07/03/2019	131.25
	4297975-00	CONNECTORS, HARDWARE, WILDLIFE PROTECTION WIRE	07/03/2019	88.56
	4297975-00	CONNECTORS, HARDWARE, WILDLIFE PROTECTION WIRE	07/03/2019	44.28
	4297975-02	HOT LINE CLAMPS	07/02/2019	417.20
Total :				6,752.92
Total ANIXTER INC (130622):				6,752.92
<b>BACON, PAIGE (131212)</b>				
CODY MOBILE ART STUDIO	33	JULY CLASSES	07/17/2019	280.00
Total :				280.00
Total BACON, PAIGE (131212):				280.00
<b>BISCHOFF, ANDREW (131900)</b>				
	6.0430.11	UTILITY DEPOSIT REFUND	07/09/2019	56.38
Total :				56.38
Total BISCHOFF, ANDREW (131900):				56.38
<b>BLUE CROSS BLUE SHIELD OF WYOMING (1360)</b>				
	190705136301	INSURANCE PREMIUM - AUG 2019	07/05/2019	143,860.55
Total :				143,860.55
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				143,860.55
<b>BORDER STATES INDUSTRIES, INC (1420)</b>				
	918076031	10' GROUND ROD	07/11/2019	81.40
	918076031	COLD SHRINK FOR ELBOWS	07/11/2019	121.20

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	918076031	COLD SHRINK FOR ELBOWS	07/11/2019	168.24
	918076032	Wire, primary 1/0 strd, jacketed,25KV	07/11/2019	4,148.96
	918076032	Wire, primary 1/0 strd, jacketed,25KV	07/11/2019	4,148.97
	918125074	GROUND ROD	07/18/2019	65.12
	918125074	CABLE SEALING KIT/GROUND ROD	07/18/2019	251.44
Total :				8,985.33
Total BORDER STATES INDUSTRIES, INC (1420):				8,985.33
<b>BOWMAN, PHILLIP (131649)</b>				
	052319	CAMPGROUND FEE DURING APWA CONFERENCE	05/23/2019	79.00
Total :				79.00
Total BOWMAN, PHILLIP (131649):				79.00
<b>BRB PLUMBING AND HEATING INC. (129075)</b>				
	2370	RESTROOM REPAIRS	07/01/2019	1,168.13
Total :				1,168.13
Total BRB PLUMBING AND HEATING INC. (129075):				1,168.13
<b>BRINKERHOFF, HEATHER PEATROSS (131306)</b>				
	010719	NUTRITION SERVICES	07/12/2019	84.00
Total :				84.00
Total BRINKERHOFF, HEATHER PEATROSS (131306):				84.00
<b>CANALES, SHANNON (131904)</b>				
	9.0250.31	REFUND UTILITY DEPOSIT	07/22/2019	185.49
Total :				185.49
Total CANALES, SHANNON (131904):				185.49
<b>CENTURY LINK (10091)</b>				
	71919	UTILITIES - CENTURY LINK	07/19/2019	39.31
Total :				39.31
Total CENTURY LINK (10091):				39.31
<b>CITY OF CODY (2260)</b>				
	073119	UTILITIES - CITY OF CODY	07/31/2019	2,098.60
	073119	UTILITIES - CITY OF CODY	07/31/2019	10,081.72
	073119	UTILITIES - CITY OF CODY	07/31/2019	127.57
	073119	UTILITIES - CITY OF CODY	07/31/2019	376.05
	073119	UTILITIES - CITY OF CODY	07/31/2019	388.27
	073119	UTILITIES - CITY OF CODY	07/31/2019	792.60
	073119	UTILITIES - CITY OF CODY	07/31/2019	9,515.82
	073119	UTILITIES - CITY OF CODY	07/31/2019	18,826.90
	073119	UTILITIES - CITY OF CODY	07/31/2019	32.19
	073119	UTILITIES - CITY OF CODY	07/31/2019	6,510.57
	073119	UTILITIES - CITY OF CODY	07/31/2019	5,990.90
	073119	UTILITIES - CITY OF CODY	07/31/2019	45.20

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	073119	UTILITIES - CITY OF CODY	07/31/2019	1,524.50
	073119	UTILITIES - CITY OF CODY	07/31/2019	1,082.38
	073119	UTILITIES - CITY OF CODY	07/31/2019	1,082.38
	073119	UTILITIES - CITY OF CODY	07/31/2019	569.80
	073119	UTILITIES - CITY OF CODY	07/31/2019	1,098.03
	073119	UTILITIES - CITY OF CODY	07/31/2019	39.00
	073119	UTILITIES - CITY OF CODY	07/31/2019	450.93
	073119	UTILITIES - CITY OF CODY	07/31/2019	26.60
Total :				60,660.01
Total CITY OF CODY (2260):				60,660.01
<b>CITY OF POWELL (2280)</b>				
	2019-06	TEMPORARY LAW ENFORCEMENT SERVICE	07/12/2019	523.04
Total :				523.04
Total CITY OF POWELL (2280):				523.04
<b>CODY CHAMBER OF COMMERCE (124707)</b>				
	91241	FIREWORKS SPONSORSHIP 2020	07/17/2019	1,000.00
Total :				1,000.00
Total CODY CHAMBER OF COMMERCE (124707):				1,000.00
<b>CODY ROTARY CLUB (2765)</b>				
	063019	ROTARY DUES AND FEES	06/30/2019	126.00
	1708	ROTARY DUES	07/10/2019	63.00
	1708	ROTARY DUES	07/10/2019	63.00
Total :				252.00
Total CODY ROTARY CLUB (2765):				252.00
<b>COSTA, JOSEPH MICHAEL (131907)</b>				
	080919	CONCERTS IN THE PARK	08/07/2019	800.00
Total :				800.00
Total COSTA, JOSEPH MICHAEL (131907):				800.00
<b>CURLESS, BARBARA (128930)</b>				
	071519	MILEAGE REIMBURSEMENT	07/15/2019	35.89
Total :				35.89
Total CURLESS, BARBARA (128930):				35.89
<b>DAVE BALLING AGENCY LLC (130927)</b>				
	540	TRIATHLON LIABILITY INSURANCE	07/15/2019	250.00
Total :				250.00
Total DAVE BALLING AGENCY LLC (130927):				250.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>DEARBORN LIFE INSURANCE COMPANY (131563)</b>				
	071119	INSURANCE - AUGUST 2019	07/11/2019	372.50
Total :				372.50
Total DEARBORN LIFE INSURANCE COMPANY (131563):				372.50
<b>DENNY MENHOLT CHEVROLET (131108)</b>				
	1.227928	BID BOND RETURN 2019-07	08/06/2019	3,800.00
Total :				3,800.00
Total DENNY MENHOLT CHEVROLET (131108):				3,800.00
<b>EASTMAN, RINDA (129952)</b>				
	0719	PERSONAL TRAINING SERVICES	07/02/2019	134.59
Total :				134.59
Total EASTMAN, RINDA (129952):				134.59
<b>ENNIST III, ROBERT F (131798)</b>				
BIG HORN FOOD SERVICES	35499	RESTROOM SUPPLIES	04/03/2019	40.65
BIG HORN FOOD SERVICES	35576	RESTROOM SUPPLIES	04/11/2019	687.52
BIG HORN FOOD SERVICES	36005	CLEANING SUPPLIES	05/21/2019	184.45
BIG HORN FOOD SERVICES	36212	CLEANER FOR POOL DECK	06/06/2019	49.67
BIG HORN FOOD SERVICES	36541	RESTROOM SUPPLIES	06/25/2019	666.89
BIG HORN FOOD SERVICES	36639	SNACKS FOR KOM	07/01/2019	151.78
BIG HORN FOOD SERVICES	36916	COPY PAPER FOR REC CENTER	07/18/2019	176.00
Total :				1,956.96
Total ENNIST III, ROBERT F (131798):				1,956.96
<b>FORWARD CODY WYOMING, INC (127450)</b>				
	073119	GUNWERKS MANUFACTURING FACILITY - ENGINEERING	07/31/2019	2,038.58
Total :				2,038.58
Total FORWARD CODY WYOMING, INC (127450):				2,038.58
<b>FREMONT MOTOR CODY, INC (4370)</b>				
	1.227926	BID BOND RETURN 2019-06	08/06/2019	1,745.60
Total :				1,745.60
Total FREMONT MOTOR CODY, INC (4370):				1,745.60
<b>GEM FITNESS INC (127727)</b>				
BETTER BODY FITNESS	15751	REPAIR FITNESS EQUIPMENT	04/16/2019	225.38
Total :				225.38
Total GEM FITNESS INC (127727):				225.38
<b>GOODYEAR, ROBERT W (125939)</b>				
GOODYEAR PRINTING	13244	WARNING NOTICE FORMS PRINTED	06/20/2019	169.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				169.00
Total GOODYEAR, ROBERT W (125939):				169.00
<b>GOVERNMENTJOBS.COM INC (131908)</b>				
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	28.35
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	56.70
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	44.89
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	16.54
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	7.09
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	23.63
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	14.18
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	9.45
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	2.36
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	4.73
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	21.26
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	259.88
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	21.26
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	146.48
NEOGOV	INV-10353	TRAINING ON LINE MODULES - NEOGOV	08/07/2019	4.70
Total :				661.50
Total GOVERNMENTJOBS.COM INC (131908):				661.50
<b>GRANICUS, INC (128565)</b>				
	105632	GRANICUS SUPPORT	11/13/2018	180.00
	105632	GRANICUS SUPPORT	11/13/2018	100.00
	105632	GRANICUS SUPPORT	11/13/2018	1,100.00
	105632	GRANICUS SUPPORT	11/13/2018	495.00
	108031	GRANICUS SUPPORT	01/08/2019	37.50
	108031	GRANICUS SUPPORT	01/08/2019	230.00
	108031	GRANICUS SUPPORT	01/08/2019	360.00
	108031	GRANICUS SUPPORT	01/08/2019	300.00
	108031	GRANICUS SUPPORT	01/08/2019	890.00
	108031	GRANICUS SUPPORT	01/08/2019	1,000.00
	108031	GRANICUS SUPPORT	01/08/2019	451.88
Total :				5,144.38
Total GRANICUS, INC (128565):				5,144.38
<b>HARRIS TRUCKING AND CONSTRUCTION (129345)</b>				
WYOMING STEEL SERVICES LLC	005574	RECYCLING HAULING	07/03/2019	475.00
Total :				475.00
Total HARRIS TRUCKING AND CONSTRUCTION (129345):				475.00
<b>HARRIS TRUCKING AND CONSTRUCTION CO (7730)</b>				
PARK COUNTY READY MIX	114178	CONCRETE / SAND SLURRY	06/25/2019	3,051.75
PARK COUNTY READY MIX	114178	CONCRETE / SAND SLURRY	06/25/2019	495.00
PARK COUNTY READY MIX	114178	CONCRETE / SAND SLURRY	06/25/2019	742.00
Total :				4,288.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total HARRIS TRUCKING AND CONSTRUCTION CO (7730):				4,288.75
<b>HARRIS TRUCKING AND CONSTRUCTION CO. (4780)</b>				
	132626	ASPHALT PATCHING	06/30/2019	666.33
Total :				666.33
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				666.33
<b>HARRISON, TIMOTHY BRUCE (131713)</b>				
BLUE ASPEN ENTERPRISES LLC	100036	REPLACE STEAM ROOM TEMP CONTROL & EXHAUST FAN	07/07/2019	187.50
BLUE ASPEN ENTERPRISES LLC	100036	ADJUST STEAM ROOM TEMP & RESET CHILLER	07/07/2019	75.00
BLUE ASPEN ENTERPRISES LLC	100036	TIGHTEN BELT ON AHU1 SUPPLY FAN	07/07/2019	75.00
BLUE ASPEN ENTERPRISES LLC	100036	RESET CHILLER & RAISE LAP POOL TEMP	07/07/2019	112.50
BLUE ASPEN ENTERPRISES LLC	100036A	INSTALL NEW MOTOR IN KITCHEN EXHAUST FAN	07/07/2019	112.50
Total :				562.50
Total HARRISON, TIMOTHY BRUCE (131713):				562.50
<b>J &amp; J CONSTRUCTION LLC (130254)</b>				
	676	WATER SERVICE SLEEVE	07/12/2019	600.00
	680	EXCAVATOR RENTAL - SUNSHINE WATER JOB	07/17/2019	360.00
Total :				960.00
Total J & J CONSTRUCTION LLC (130254):				960.00
<b>JACKSON HOLE FORD (131671)</b>				
	1.227932	BID BOND RETURN 2019-07	08/06/2019	3,850.00
Total :				3,850.00
Total JACKSON HOLE FORD (131671):				3,850.00
<b>KEELE SANITATION, LLC (124874)</b>				
	717138	PORTABLE RESTROOMS	06/26/2019	300.00
	717138	PORTABLE RESTROOMS	06/26/2019	37.50
Total :				337.50
Total KEELE SANITATION, LLC (124874):				337.50
<b>KRUBECK, LUCAS (130285)</b>				
	06242019	PERSONAL TRAINER	06/19/2019	234.00
Total :				234.00
Total KRUBECK, LUCAS (130285):				234.00
<b>LEISURE IN MONTANA INC (131545)</b>				
	SAL9230-1	POOL CHEMICAL & REAGENTS	07/17/2019	1,403.77
	SAL9290-1	CALCIUM CHLORIDE	07/18/2019	42.85
Total :				1,446.62
Total LEISURE IN MONTANA INC (131545):				1,446.62

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>LEROUX, INC (1400)</b>				
BOONES MACHINE SHOP/YANKEE CA	26519A	TRENCH BOX RENTAL	06/26/2019	252.00
BOONES MACHINE SHOP/YANKEE CA	26521	LIGHT TOWERS FOR CLINT BLACK TRAFFIC	07/09/2019	110.00
BOONES MACHINE SHOP/YANKEE CA	26622	LIGHT TOWERS FOR EXTREME BULLS & 4TH TRAFFIC CONTROL	07/09/2019	861.88
Total :				1,223.88
Total LEROUX, INC (1400):				1,223.88
<b>LOCAL GOVERNMENT LIABILITY POOL (6176)</b>				
	12354	CLAIM AGAINST CITY	07/18/2019	322.25
Total :				322.25
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				322.25
<b>LONG BUILDING TECHNOLOGIES INC (125191)</b>				
	SRVCE0099452	REPAIR A/C SYSTEM AT REC	07/11/2019	842.25
	SRVCE0099552	REPAIR A/C SYSTEM AT REC	07/16/2019	497.00
	SRVCE0099552	REPAIR A/C SYSTEM AT REC	07/16/2019	495.75
Total :				1,835.00
Total LONG BUILDING TECHNOLOGIES INC (125191):				1,835.00
<b>M. LEE SMITH PUBLISHERS LLC (123005)</b>				
	18231091-R3	WYOMING LAW LETTER SUBSCRIPTION	06/25/2019	499.00
Total :				499.00
Total M. LEE SMITH PUBLISHERS LLC (123005):				499.00
<b>NORTHWEST PIPE (7400)</b>				
	1166787	12' PLUG & DI TAPPED PLUG	07/01/2019	139.19
	1166787-1	DI TAPPED PLUG-SUNSHINE AVE	07/08/2019	147.36
Total :				286.55
Total NORTHWEST PIPE (7400):				286.55
<b>PAINTER, BRETT (131910)</b>				
	5.1375.35	REFUND UTILITY DEPOSIT	07/24/2019	211.90
Total :				211.90
Total PAINTER, BRETT (131910):				211.90
<b>PARK COUNTY (7670)</b>				
	5008	LEC CONTRACT - DISPATCH	07/01/2019	212.23
	5008	LEC CONTRACT - DISPATCH	07/01/2019	3,607.97
	5008	LEC CONTRACT - DISPATCH	07/01/2019	636.70
	5008	LEC CONTRACT - DISPATCH	07/01/2019	16,766.45
	5008	LEC CONTRACT - CAPITOL EQUIPMENT	07/01/2019	4,510.00
	5008	LEC CONTRACT - MAINTENANCE	07/01/2019	2,305.46
	5008	LEC CONTRACT - CONSOLE	07/01/2019	38.89
	5008	LEC CONTRACT - CONSOLE	07/01/2019	661.06
	5008	LEC CONTRACT - CONSOLE	07/01/2019	116.66
	5008	LEC CONTRACT - CONSOLE	07/01/2019	3,071.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	5008	LEC CONTRACT - UTILITIES	07/01/2019	1,059.04
Total :				32,986.44
Total PARK COUNTY (7670):				32,986.44
<b>PARK COUNTY PUBLIC HEALTH (7720)</b>				
	1443	HEP B VACCINATION	07/19/2019	20.00
	1443A	HEP B VACCINATION	07/19/2019	20.00
Total :				40.00
Total PARK COUNTY PUBLIC HEALTH (7720):				40.00
<b>PITNEY BOWES INC (126886)</b>				
	3309268139	RENTAL - POSTAGE MACHINE	07/12/2019	724.62
Total :				724.62
Total PITNEY BOWES INC (126886):				724.62
<b>PROFFIT, DOUGLAS J (128647)</b>				
PROFFITS ENTERPRISES LLC	9419	CONTRACT MOWING GREYBULL/TAGGART HILLS	06/30/2019	1,535.00
Total :				1,535.00
Total PROFFIT, DOUGLAS J (128647):				1,535.00
<b>PROFORCE LAW ENFORCEMENT (127755)</b>				
	381715	REPLACEMENT TASERS, HOLSTERS & CARTRIDGES	07/15/2019	5,109.25
Total :				5,109.25
Total PROFORCE LAW ENFORCEMENT (127755):				5,109.25
<b>QUALITY ASPHALT PAVING, INC (125010)</b>				
	1939	ASPHALT PATCHING	07/08/2019	3,120.00
	1939	ASPHALT PATCHING	07/08/2019	745.00
Total :				3,865.00
Total QUALITY ASPHALT PAVING, INC (125010):				3,865.00
<b>READINESS NETWORK INC (131899)</b>				
INTERNATIONAL ACADEMY OF PUBLI	2019-233	COMMAND AND STAFF COLLEGE	07/15/2019	3,000.00
Total :				3,000.00
Total READINESS NETWORK INC (131899):				3,000.00
<b>REDWOOD TOXICOLOGY LABORATORY (131776)</b>				
	01781020196	CRIME LAB OUTSOURCING	06/30/2019	10.00
Total :				10.00
Total REDWOOD TOXICOLOGY LABORATORY (131776):				10.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>RIVER OAKS COMMUNICATIONS CORP (131184)</b>				
	072219	TCT FRANCHISE AGREEMENT	07/22/2019	1,072.50
Total :				1,072.50
Total RIVER OAKS COMMUNICATIONS CORP (131184):				1,072.50
<b>ROCKY MOUNTAIN POWER (7570)</b>				
	071819	UTILITIES - ROCKY MOUNTAIN POWER	07/18/2019	27.99
	071819	UTILITIES - ROCKY MOUNTAIN POWER	07/18/2019	265.59
Total :				293.58
Total ROCKY MOUNTAIN POWER (7570):				293.58
<b>SABER PEST CONTROLL LLC (131183)</b>				
	E116	PEST CONTROL - ELECTRIC	07/01/2019	80.00
	P128	PEST CONTROL - PUBLIC WORKS SH	07/01/2019	50.00
	P128	PEST CONTROL - PUBLIC WORKS SH	07/01/2019	25.00
	P128	PEST CONTROL - PUBLIC WORKS SH	07/01/2019	25.00
	R127	PEST CONTROL - RECYCLING/SANITATION	07/10/2019	60.00
	W127	PEST CONTROL - WASTEWATER DEPT	07/10/2019	50.00
Total :				290.00
Total SABER PEST CONTROLL LLC (131183):				290.00
<b>SAGE PUBLISHING COMPANY (2590)</b>				
CODY ENTERPRISE	063019	ADVERTISING - MINUTES & NOTICES	06/30/2019	2,672.05
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	488.25
CODY ENTERPRISE	063019	ADVERTISING - LEGAL	06/30/2019	408.00
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	102.40
CODY ENTERPRISE	063019	ADVERTISING - BIDS	06/30/2019	397.60
CODY ENTERPRISE	063019	ADVERTISING - LEGAL	06/30/2019	129.00
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	72.27
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	26.28
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	118.26
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	6.57
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	6.57
CODY ENTERPRISE	063019	ADVERTISING - PROMOTIONAL	06/30/2019	6.57
CODY ENTERPRISE	063019	ADVERTISING - POSITIONS	06/30/2019	13.48
Total :				4,447.30
Total SAGE PUBLISHING COMPANY (2590):				4,447.30
<b>SHEARER, STEVEN M (123465)</b>				
APPLIED GRAPHICS	7106	BANNER FOR CONCERTS IN THE PARK	07/11/2019	96.00
Total :				96.00
Total SHEARER, STEVEN M (123465):				96.00
<b>SPRADLEY BARR MOTORS INC (129523)</b>				
	1.227927	BID BOND RETURN 2019-06	08/06/2019	1,651.80
	1.227931	BID BOND RETURN 2019-07	08/06/2019	3,459.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				5,111.50
Total SPRADLEY BARR MOTORS INC (129523):				5,111.50
<b>STATE LANDS &amp; INVESTMENTS OFFICE (125227)</b>				
	CW157	LOAN PAYMENT CW157	07/11/2019	69,646.58
	CW157	LOAN PAYMENT CW157	07/11/2019	40,765.25
Total :				110,411.83
Total STATE LANDS & INVESTMENTS OFFICE (125227):				110,411.83
<b>SVATY, MITCH (131905)</b>				
	2023	REC CENTER REFUND	07/03/2019	30.00
Total :				30.00
Total SVATY, MITCH (131905):				30.00
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	14821	OUTSOURCE BILLS	07/02/2019	17.94
ADVANCED INFO SYSTEMS	14821	OUTSOURCE BILLS	07/02/2019	51.57
ADVANCED INFO SYSTEMS	14821	OUTSOURCE BILLS	07/02/2019	47.08
ADVANCED INFO SYSTEMS	14821	OUTSOURCE BILLS	07/02/2019	47.08
ADVANCED INFO SYSTEMS	14821	OUTSOURCE BILLS	07/02/2019	60.53
ADVANCED INFO SYSTEMS	14844	OUTSOURCE BILLS	07/15/2019	16.23
ADVANCED INFO SYSTEMS	14844	OUTSOURCE BILLS	07/15/2019	100.34
ADVANCED INFO SYSTEMS	14844	OUTSOURCE BILLS	07/15/2019	91.85
ADVANCED INFO SYSTEMS	14844	OUTSOURCE BILLS	07/15/2019	91.24
ADVANCED INFO SYSTEMS	14844	OUTSOURCE BILLS	07/15/2019	113.39
Total :				637.25
Total SYSTEMS GRAPHICS INC (129162):				637.25
<b>TATE, TARA (131902)</b>				
OR KENNEDY, JARED	14.0386.29	REFUND UTILITY DEPOSIT	07/10/2019	127.12
Total :				127.12
Total TATE, TARA (131902):				127.12
<b>TECH PRODUCTS (126248)</b>				
	86542	TAGS FOR EQUIPMENT	07/12/2019	2,492.33
Total :				2,492.33
Total TECH PRODUCTS (126248):				2,492.33
<b>T-O ENGINEERS INC (131708)</b>				
	00099-CY-AD1/6280	BEACON HILL WATER TANK	07/12/2019	137.35
	00099-CY-AD1/6280	BEACON HILL WATER TANK	07/12/2019	67.65
	171133-977	BEACON HILL WATER TANK	07/11/2019	311.55
	171133-977	BEACON HILL WATER TANK	07/11/2019	153.45
Total :				670.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total T-O ENGINEERS INC (131708):				670.00
<b>US POSTMASTER (129112)</b>				
	07162019	2 MONTHS POSTAGE FOR UTILITY BILLING	07/16/2019	3,700.00
Total :				3,700.00
Total US POSTMASTER (129112):				3,700.00
<b>VAN AUKEN, TRUTH (131597)</b>				
	0630194	PERSONAL TRAINER	06/30/2019	35.75
Total :				35.75
Total VAN AUKEN, TRUTH (131597):				35.75
<b>WALTHER, DAVID MICHAEL (131906)</b>				
	081519	CONCERTS IN THE PARK	08/07/2019	1,400.00
Total :				1,400.00
Total WALTHER, DAVID MICHAEL (131906):				1,400.00
<b>WAMCAT TREASURER (129087)</b>				
	7012019	WAMCAT DUES 2019-CINDY, DANIELLE	07/16/2019	130.00
Total :				130.00
Total WAMCAT TREASURER (129087):				130.00
<b>WARD, JANET (131901)</b>				
	15.0870.33	REFUND UTILITY DEPOSIT	07/18/2019	103.26
Total :				103.26
Total WARD, JANET (131901):				103.26
<b>WESCO RECEIVABLES CORP (131137)</b>				
WESCO DBA:WESCO/KVA/MODERN	341317	200 AMP SINGLE PHASE CABINET	07/09/2019	289.61
WESCO DBA:WESCO/KVA/MODERN	345695	AUTO DEAD-END	07/18/2019	540.50
Total :				830.11
Total WESCO RECEIVABLES CORP (131137):				830.11
<b>WESTERN PATHOLOGY CONSULTING, INC (10570)</b>				
DBA W.P.C.I.	CP 2103	RANDOM DRUG TEST PROGRAM	06/30/2019	36.00
DBA W.P.C.I.	CP 2103	RANDOM DRUG TEST PROGRAM	06/30/2019	40.50
DBA W.P.C.I.	CP 2103	RANDOM DRUG TEST PROGRAM	06/30/2019	4.50
DBA W.P.C.I.	CP 2103	RANDOM DRUG TEST PROGRAM	06/30/2019	40.50
DBA W.P.C.I.	CP 2103	RANDOM DRUG TEST PROGRAM	06/30/2019	22.50
DBA W.P.C.I.	CP 2103	RANDOM DRUG TEST PROGRAM	06/30/2019	13.50
DBA W.P.C.I.	CP 2103	RANDOM DRUG TEST PROGRAM	06/30/2019	94.50
Total :				252.00
Total WESTERN PATHOLOGY CONSULTING, INC (10570):				252.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>WESTERN UNITED ELECTRIC SUPPLY (10605)</b>				
	4136975	CONNECTORS	07/03/2019	58.99
	4137319	SY-Xfmr 3ph 750KVA URD 277/480 7.2	07/15/2019	15,289.36
Total :				15,348.35
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				15,348.35
<b>WYOMING ASSOCIATION OF MUNICIPALITIES (10770)</b>				
	16313	WAM DUES	07/01/2019	12,242.02
Total :				12,242.02
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				12,242.02
<b>WYOMING DEPARTMENT OF HEALTH (10930)</b>				
PREVENTATIVE HEALTH & SAFETY DI	I0010434	WATER SAMPLE TESTING	07/02/2019	240.00
Total :				240.00
Total WYOMING DEPARTMENT OF HEALTH (10930):				240.00
Grand Totals:				466,000.99

Report GL Period Summary

GL Period	Amount
07/19	377,726.55
06/19	88,274.44
Grand Totals:	466,000.99

Vendor number hash: 9901562  
 Vendor number hash - split: 16127981  
 Total number of invoices: 103  
 Total number of transactions: 204

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	466,000.99	.00	466,000.99
Grand Totals:	466,000.99	.00	466,000.99
		Payroll 07/24/19	275,621.76
			741,622.75

Report Criteria:

Invoice.Detail.Input date = 07/30/2019  
 Invoice.Batch = {NOT LIKE} "1"

## AGENDA ITEM SUMMARY REPORT

### Wyoming Business Council Small Business Energy Audit/Retrofit Grant

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

Approve the grant agreement between the City of Cody and the Wyoming Business Council for the small business energy audit/retrofit program.

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

The Wyoming Business Council, State Energy Office offers funding to entities pursuing energy audits and retrofits. The program funds 75% of the cost of an energy audit and some energy efficiency improvements. When funding is available, the program can also pay a fraction of the actual improvements identified in the audit, such as lighting upgrades and insulation. The cost of the audit and associated improvements cannot exceed \$5,000. This grant is funded with Federal dollars through the United States Department of Energy.

This grant covers a Standard Level 2 Energy Audit which includes quantification of energy users and losses through a detailed review and analysis of equipment, systems, and operational characteristics. These calculations will be used to determine efficiencies and calculate energy cost savings based on the cost of suggested improvements. The audit will also include an economic analysis of the recommended conservation method.

#### **FISCAL IMPACT**

On July 10, 2019 the City of Cody was awarded this grant in the amount of \$5,000. Based on the 75% reimbursement rate the City will expend \$5,000 and receive \$3,750 in grant funding reimbursement. The City's match amount of \$1,250 would come out of General Fund reserves.

#### **ATTACHMENTS**

1. Energy Audit and Retrofit Grant Agreement

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



214 W. 15th Street  
Cheyenne, WY 82002  
T: 307.777.2800  
F: 307.777.2837

[www.wyomingbusiness.org](http://www.wyomingbusiness.org)

July 10, 2019

Honorable Matt Hall  
Mayor of City of Cody  
P.O. Box 2200  
Cody, WY 82414

Mayor Hall:

Enclosed please find an unsigned grant agreement for a Standard Level 2 Energy Audit and retrofits for the property located at 836 Sheridan Avenue, Cody, Wyoming 82414.

A Standard Level 2 Energy Audit will include quantification of energy users and losses through a detailed review and analysis of equipment, systems, and operational characteristics. Standard energy engineering calculations will be used to determine efficiencies and calculate energy and costs savings based on the costs of any suggested improvements. The audit will include an economic analysis of the recommended conservation measures.

Please review, sign and return the grant agreement in the self-addressed envelope provided, within 30 days of the posted date on letter. All funds are required to be expended by June 30, 2020.

If the facility is 50 years old or older, prior to any retrofits being conducted, identified within the audit, the State Historic Preservation Office (SHPO) must be contacted and approval received. The State Energy Office must be copied in on any correspondence with SHPO.

Once we receive your signed grant agreement, the final two signatures will be applied. A copy of the fully executed grant agreement, along with a list of firms that provide Standard Level 2 auditing services will be sent to you. You may not incur any costs or enter into any contracts until the grant agreement is fully executed.

Sincerely,

A handwritten signature in blue ink that reads "Sherry K. Hughes".

Sherry K. Hughes  
Energy Efficiency Program Manager

enc.

**ENERGY AUDIT AND RETROFIT  
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL,  
COMMUNITY DEVELOPMENT DIVISION, STATE ENERGY OFFICE  
AND  
CITY OF CODY**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Business Council, Community Development Division, State Energy Office (Council), whose address is: 214 West 15<sup>th</sup> Street, Cheyenne, WY 82002 and City of Cody (Grantee), whose address is: P.O. Box 2200, Cody, Wyoming 82414 (DUNS#177929338).
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Grantee shall use Federal Energy Program Funds (Grant) (CFDA 81.041) for an analysis of energy use and implementation of energy conservation measures identified in the Standard Level 2 Energy Audit (Project) at the facility located at: 836 Sheridan Avenue, Cody, Wyoming 82414, as described in Section 5, below and in Attachment A, which is attached to and incorporated into this Agreement by this reference. Performance by Grantee (and any Subgrantee hereunder) of the requirements of this Agreement and compliance with all U.S. Department of Energy (DOE) program rules and regulations is a condition to Grantee's receipt of monies hereunder (Federal Award Identification Number (FAIN) DE-EE0008670, dated May 9, 2019).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through June 30, 2020. All services shall be completed during this term, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein.
4. **Payment.**
  - A. Council agrees to grant monies to Grantee for the Project, as invoices are submitted for work done in connection with the Project, and completed in accordance with the requirements of this Agreement. The total Grant amount shall not exceed five thousand dollars (\$5,000.00). The Grantee will receive a reimbursement of seventy-five percent (75%) of the cost for a Standard Level 2 Energy Audit (Energy Audit) or two thousand, five hundred dollars (\$2,500.00), whichever is less. The remainder of the Grant funds are to be used to complete retrofit activities as identified in the Energy Audit. Grantee will receive reimbursement of the cost of the Retrofit activities at seventy-five percent (75%). Payment will be made to Grantee upon submission of a completed Taxpayer ID Form, copies of paid invoices, and a copy of the Energy Audit. Payment will be made after sufficient documentation detailing the services performed in connection with the Agreement. Payment shall be made from the Council's State Energy Program (0196) budget. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

- B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Council.
- C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

5. **Responsibilities of Grantee.** Grantee agrees to:

- A. Use the funds to conduct a Standard Grade Level 2 Energy Audit at the facility located at: 836 Sheridan Avenue, Cody, Wyoming 82414. Grantee will provide Council one (1) copy of the Energy Audit for their records. Grantee will also use the Energy Audit to identify retrofit projects which are funded through this Agreement. Eligible retrofits are described in Attachment A.
- B. Return this signed Agreement to the Council within thirty (30) days of receipt or will forfeit all claims to monies.
- C. Provide the Council with one (1) year of energy savings data once retrofits are completed.

6. **Responsibilities of Council.** Council agrees to:

- A. At its discretion, assist in providing Grantee access to information concerning Small Business Energy Audit requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. Council shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.
- B. Pay Grantee in accordance with section 4 above.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.
- B. **Assumption of Risk.** Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to

comply with state or federal requirements. Council shall notify the Grantee of any state or federal determination of noncompliance.

- C. Copyright License and Patent Rights.** Grantee acknowledges that DOE, the State of Wyoming, and Council reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Agreement. Grantee must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- D. Decontamination and/or Decommissioning (D&D) Costs.** Notwithstanding any other provision of this Agreement, the Council and DOE shall not be responsible for or have any obligation to the recipient for D&D of any of the Grantee's facilities, or any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Grant.
- E. Default and Remedies.** In the event Grantee or any Subgrantee of Grantee under this Agreement defaults or is deficient in the performance of any term of the Grant or any requirements of the DOE program rules and regulations, then Council and/or DOE shall have the right to exercise all remedies provided by law or in equity, including without limitation:
- (i) Immediately terminating this Agreement without further liability or obligation of Council;
  - (ii) Issuing a letter or warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
  - (iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
  - (iv) Taking enforcement action as described in 2 CFR Part 200.338.
- F. Energy Audit Requirements.** A standard energy audit will include quantification of energy uses and losses through a detailed review and analysis of equipment, systems and operational characteristics. Standard energy reengineering calculations will be used to determine efficiencies and calculate energy and costs savings based on the costs of any suggested improvements. The audit will include an economic analysis of the recommended conservation measures (Handbook of Energy Audits, 6th ed. Thumann, Younger).

- G. Environmental Policy Acts.** Grantee agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- H. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to the Council and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Council's records.
- I. Federal Stewardship.** The DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.
- J. Historic Preservation.** Grantee will, in connection with its performance of environmental assessments under National Environmental Policy Act (NEPA), comply with Section 106 of the National Historic Preservation Act of 1966, (16 U.S.C. § 470); Executive Order 11593 (Protection and Enhancement of the Cultural Environment), and 36 CFR Part 800 by consulting with the Wyoming State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity.
- K. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.

- L. Indirect Costs.** There is no indirect cost rate for this Agreement and the Council will not reimburse Grantee for indirect costs.
- M. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Grantee breaches or violates this warranty, Council may, at its discretion, terminate this Agreement without liability to Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- N. Labor Standards Requirements.** Grantee will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act (40 U.S.C. § 276a), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 et seq.), and regulations issued to implement such requirements, as each may be amended from time to time.
- O. Limitations on Lobbying Activities.** By signing this Agreement, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- P. Monitoring of Activities.** Council, State, Comptroller General of the United States, the DOE shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- Q. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.
- R. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- S. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to

document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- T. Program Income.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of Council. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Council.
- U. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work to be performed under this Agreement, shall identify the Council and/or DOE as the sponsoring agency and shall not be released without prior written approval of the Council.
- V. Purchase of American-Made Equipment and Products.** To the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
- W. Records Retention.** Grantee agrees to retain all records related to this Agreement for a minimum of three (3) years after all payments have been made and all other pending matters have been closed.
- X. Reporting Requirements.** During the Term of this Agreement, Grantee shall furnish the Council with a monthly written progress report. Each progress report shall set forth, in narrative form; the work accomplished under the Agreement during the month and shall include a financial status report. At the end of the term, Grantee shall furnish the Council with a comprehensive report of the accomplishments pursuant to the Grant. Grantee shall likewise furnish the Council with a cumulative financial statement, reflecting total expenditures pursuant to this Agreement. At the completion of the Project, Grantee will furnish the Council with monthly energy savings reports for a period of one (1) year.
- Y. Suspension and Debarment.** By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. **Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. **Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Agreements.** The Council may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Grantee shall cooperate fully with other contractors and the Council in all such cases.
- G. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations,

reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Council for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.

- I. **Conflicts of Interest.** No employee, agent, consultant, officer, or official of the Council, State or of the governing body of the locality or location in which the Project is situated or being carried out may participate in the selection, award, or administration of Project activities supported by a Federal award if there is a real or apparent conflict of interest. Such a conflict of interest may arise, but is not necessarily limited to, when the employee, agent, consultant, officer, or official, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract related to the Project.
- J. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.
- K. **Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; and Attachment A, Energy Efficient Eligible Retrofit Activities, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- L. **Ethics.** Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's profession.
- M. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Council and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- N. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- O. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- P. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- Q. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Council.
- R. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- S. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such

transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- T. Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its subcontractors will violate any such restriction. The Grantee shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- V. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- X. Subgrantee(s).** The Grantee shall include the requirements of this Agreement in any such agreement or contract, and shall ensure that Subgrantee(s) complies with the terms hereof as if he or it were the Grantee hereunder.
- Y. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Z. Termination of Agreement.** This Agreement may be terminated, without cause, by the Council upon thirty (30) days written notice. This Agreement may be terminated by the Council immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.
- AA. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- BB. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- DD. Unused/Misused Funds.** The Council shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for: 1) any payments used for purposes not authorized, or performed outside this Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Agreement.
- EE. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

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

**WYOMING BUSINESS COUNCIL, COMMUNITY DEVELOPMENT DIVISION,  
STATE ENERGY OFFICE**

\_\_\_\_\_  
Amy Grenfell, Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Kozlowski, Community Development Director

\_\_\_\_\_  
Date

**Grantee:  
CITY OF CODY**

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

\_\_\_\_\_  
Date

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

  
Margaret A. R. Schwartz, Assistant Attorney General

  
Date

## **Attachment A**

### **Energy Efficient Eligible Retrofit Activities:**

- 1) Installation of insulation;
- 2) Installation of energy efficient lighting;
- 3) HVAC upgrades;
- 4) Weather sealing;
- 5) Purchase and installation of ENERGY STAR appliances;
- 6) Replacement of windows and doors; and
- 7) High efficiency shower/faucet upgrades.

MEETING DATE: JULY 16, 2019  
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 Rockin U LLC located at 802 Meadow Lane to Olive Glenn Golf and Country Club Inc. located at the same address.

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

On June 18<sup>th</sup> the City of Cody received an application to transfer of ownership a retail license from Rockin U LLC to Olive Glenn Golf and Country Club Inc. located at 802 Meadow Lane.

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 and held on July 9<sup>th</sup>.

The City of Cody is in receipt of the required food service permit issued by the State of Wyoming – Dept of Agriculture (issued August 1<sup>st</sup>) and if approved will process the annual fee of \$1,500 that has been received by the City as well.

The delay in the transfer since the public hearing on July 9<sup>th</sup> has been contingent upon Olive Glenn Golf and Country Club and Rockin U LLC ongoing litigation and mediation which appears to be resolved.

#### **FISCAL IMPACT**

Olive Glenn Golf and Country Club Inc annual fee of \$1,500

#### **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:**

Olive Glenn Golf & Country Club Inc  
Rockin U 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: \$ 1500.00 Date filed with clerk: 06/18/19

Prorated Fee: \$ \_\_\_\_\_ Advertising Dates: (2 Weeks) \_\_\_\_\_

Transfer Fee: \$ 100.00 6/9 & 7/2

Publishing Fee: \$ 145 Hearing Date: 7/9/19

Publishing Fee Direct Billed to Applicant:

License Term: 08 / 01 / 19 Through 07 / 31 / 20

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: OLIVE GLENN GOLF AND COUNTRY CLUB INC

Trade/Business Name (dba): OLIVE GLENN Golf & Country Club

Building to be licensed/Building Address: 802 MEADOW LANE

Number & Street

CODY WY 82414 PARK

City State Zip County

Mailing Address: P.O. BOX 26

Number & Street or P.O. Box

CODY WY 82414

City State Zip

Business Telephone Number: (307) 587-5308 Fax Number: (307) 587-4591

E-Mail Address: ogcc@wyoming.com

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

TRACT C, OLIVE GLENN SUBDIVISION

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

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

<p><input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p>	<p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><b>LIMITED RETAIL (CLUB)</b></p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p>	<p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><b>SPECIAL DESIGNATIONS</b></p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p>
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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 8AM to 9: 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 \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page \_\_\_\_\_ paragraph \_\_\_\_\_ 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.

**\* EACH MEMBER HOLDS < 10% OF STOCK**

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?
Terry Kim Skinner				25+ yrs.	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TIMOTHY J. MORRISON				+ 5 yrs	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Kelly Eissinger				9 yrs	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
RICHARD M. Manchester				2 yrs	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
DENNIS GRAHAM				34 yrs	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dan Haman				25+ yrs.	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Matt Wanner				4 yrs.	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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

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?
David W. Ryan	[REDACTED]	[REDACTED]	[REDACTED]	1 1/2	★	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Kayl Mitchell				1	★	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						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) (Requires wholesaler license with the Liquor Division)  YES  NO

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

**11. WINERY LICENSE:**

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

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

**12. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

**13. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

**14. LIMITED RETAIL (CLUB) LICENSE:**

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

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

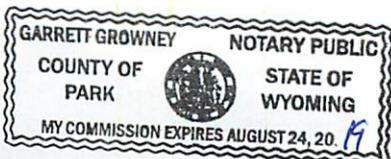
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

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

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Park )

Signed and sworn to before me on this 18th day of June  
20 19 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Timothy Morrison</u> (Signature)	<u>TIMOTHY J. MORRISON</u> (Printed Name)	<u>PRESIDENT</u> Title
2)	<u>Dennis Graham</u> (Signature)	<u>DENNIS GRAHAM</u> (Printed Name)	<u>TREASURER</u> Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title



(SEAL)

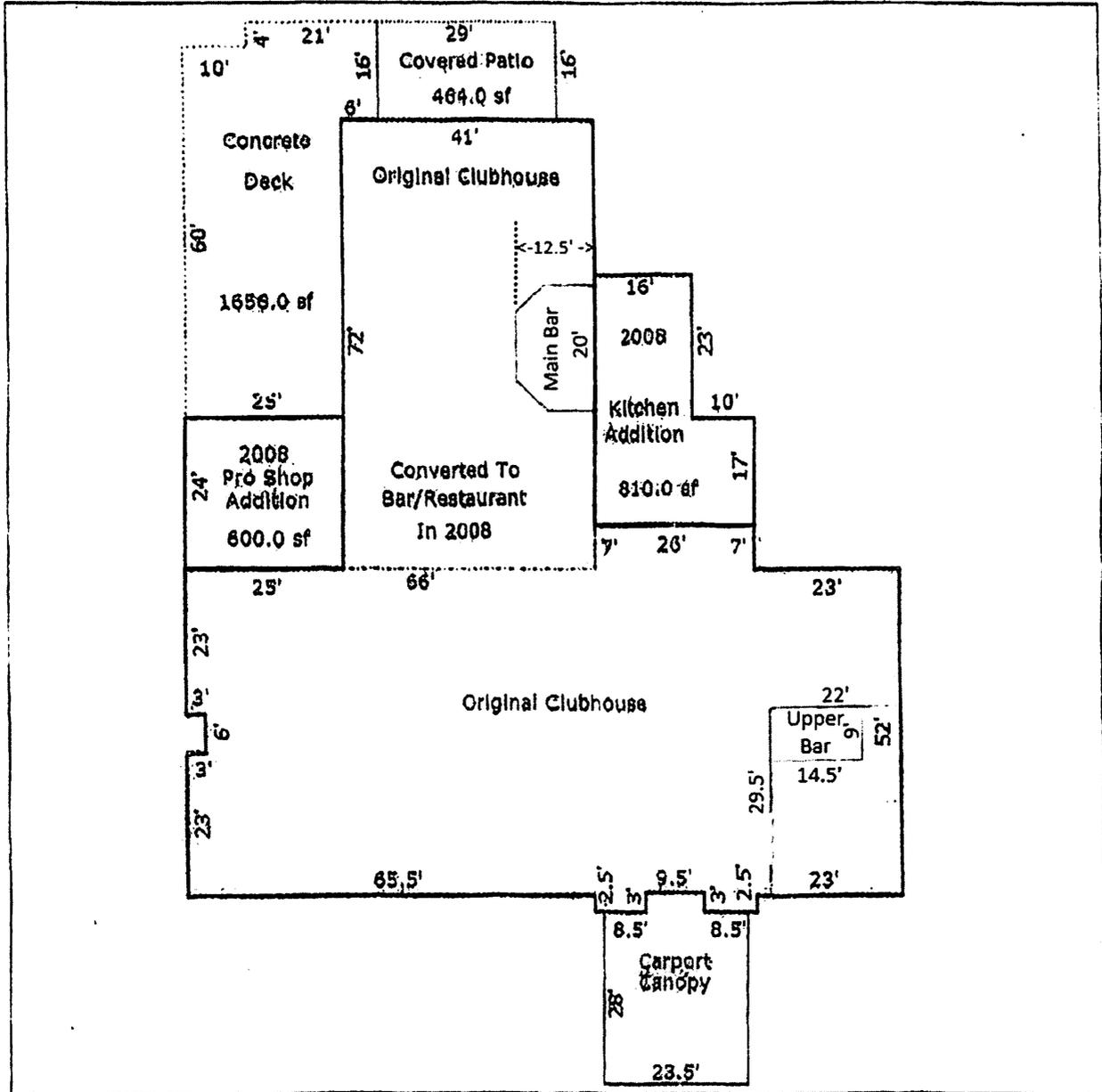
Witness my hand and official seal:

[Signature]  
Signature of Notary Public

My commission expires: 8/24/2019

Shown below is the drawing of the Stampede Bar and Grill Restaurant establishment that includes the dispensing rooms:

Olive Glenn Clubhouse – Stampede Bar and Grill



12:13 PM

06/18/19

Accrual Basis

# Olive Glenn Golf & Country Club

## Profit & Loss

January through December 2018

	<u>Jan - Dec 18</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
50102 · Member Dues	355,952.22
50103 · Late Fee (Late fee/Service fee revenue)	1,575.00
50902 · Tee Sign Sponsorship	5,000.00
53003 · Pro Shop Sales	90,197.46
53004 · Tournament Entries	0.00
53103 · Club Rental	2,185.97
53203 · Club Repair Income	824.74
53303 · Handicap Fees Pro Shop	3,975.00
53403 · Lesson Income	5,285.00
54004 · Greens Fees	142,720.41
54055 · Trail Fees - Carts	2,505.00
54203 · Club Storage	75.00
54303 · Driving Range	8,301.69
55005 · Cart Rental	63,600.59
56602 · Locker Rentals	60.00
57001 · Restaurant Food	0.00
58001 · Bar Beverage	1,488.83
59901 · Other Income	1.08
59903 · Lease Revenue	30,000.00
59904 · Other Income - Wage Reimburseme	250.00
59905 · Bad Debt Recovery (Bad Debt/Collection Accounts Recovery)	3,504.90
59906 · Sales Tax Rebate	177.57
<b>Total Income</b>	<u>717,680.46</u>
<b>Cost of Goods Sold</b>	
61000 · Commissions	
61005 · Pro Driving Range	5,579.27
<b>Total 61000 · Commissions</b>	<u>5,579.27</u>
61500 · Custom Hire	7,500.00
62050 · Tournament Expense	7,743.37
63003 · Pro Shop Purchases	50,157.44
67001 · Food Purchase	0.00
67002 · Beverage Purchase	0.00
68001 · Alcohol Purchases	1,587.12
<b>Total COGS</b>	<u>72,567.20</u>
<b>Gross Profit</b>	<u>645,113.26</u>
<b>Expense</b>	
66000 · Payroll - Salaries & Wages	
66001 · Salaries & Wages (Paid)	234,495.12
66002 · Salaries & Wages (Accrued)	1,322.42
<b>Total 66000 · Payroll - Salaries &amp; Wages</b>	<u>235,817.54</u>
66500 · Payroll - Taxes	
66501 · Payroll - Taxes (FICA)	18,789.04
66502 · Payroll - Taxes (FUTA)	554.03
66503 · Payroll - Taxes (WY UI)	6,896.42
66504 · Payroll - Taxes (WY WC)	7,200.11
66510 · Payroll - Taxes Accrued	1,023.35
<b>Total 66500 · Payroll - Taxes</b>	<u>34,462.95</u>

12:13 PM

## Olive Glenn Golf &amp; Country Club

## Profit &amp; Loss

January through December 2018

06/18/19

Accrual Basis

	<u>Jan - Dec 18</u>
70201 · Advertising	1,919.59
70302 · Bad Debt Expense	3,166.70
70312 · Bank and Credit Card Fees	9,205.58
70400 · Cash over and short	-1,774.40
70500 · Collection Expense (Collection Company Expense)	1,959.07
71000 · Depreciation Expense	85,977.26
71202 · Dues & Membership Fees	2,053.00
71300 · Education	20.00
71903 · Handicap Fee Expense	4,740.00
72162 · Employee Retirement	1,683.60
72201 · Equipment Rental	1,124.03
72202 · Equipment Lease - Club	95.00
72210 · Fines and Penalties	2,452.26
72250 · Information Technology	7,961.22
72300 · Insurance - Property	14,988.25
72401 · Laundry & Uniforms	945.00
72415 · Lease Expense - Golf Carts	33,000.00
72420 · Lesson Expense	2,896.68
72421 · Licenses & Permits	25.00
72501 · Member Event	1,588.81
72502 · Miscellaneous Expense	0.02
72601 · Office Expense	1,435.11
72652 · Postage & Delivery	441.44
72700 · Professional Fees	18,424.00
72901 · R & M Club House	9,153.11
72902 · R & M - Restaurant	2,459.51
72904 · R & M - Course	15,810.33
72905 · R & M - Carts	-360.91
72906 · R & M - Pro Shop	58.76
72924 · R & M - Irrigation	17,086.37
72932 · R & M - Heating / Air Condition	513.86
73500 · Security	2,237.72
73602 · Supplies - Club House	1,589.27
73604 · Supplies - Course	1,427.30
73605 · Supplies - Cart	1,648.16
73611 · Supplies - Kitchen	196.79
73614 · Supplies - Sand & Gravel	3,061.79
73621 · Supplies - Bar	523.50
73623 · Supplies - ProShop	1,829.38
73633 · Club Repair Expense	154.24
73634 · Supplies - Fertilizer	12,476.32
73644 · Supplies - Gas & Oil	11,398.87
73654 · Supplies - Pesticides	780.00
73664 · Supplies - Range Balls	2,500.00
73872 · Taxes - Property	14,745.85
74450 · Telephone & Internet	2,806.58
74802 · Utilities	58,938.71
<b>Total Expense</b>	<b>625,643.22</b>
<b>Net Ordinary Income</b>	<b>19,470.04</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
80000 · Interest Income	887.55
80200 · Donations	48,512.85
81500 · Gain (Loss) on Sale of Land	298,660.00
<b>Total Other Income</b>	<b>348,060.40</b>

12:13 PM

06/18/19

Accrual Basis

# Olive Glenn Golf & Country Club

## Profit & Loss

January through December 2018

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	<u>Jan - Dec 18</u>
<b>Other Expense</b>	
90000 · Interest Expense	36,539.04
90200 · Theft	-3,004.48
95000 · Deferred Tax Expense (Benefit)	49,536.89
<b>Total Other Expense</b>	<u>83,071.45</u>
<b>Net Other Income</b>	<u>264,988.95</u>
<b>Net Income</b>	<u><u>284,458.99</u></u>

## Olive Glenn Golf &amp; Country Club

## Balance Sheet

As of December 31, 2018

06/18/19

Accrual Basis

	<u>Dec 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · Pinnacle Operating Account	1,667.20
10200 · Cash On Hand	600.00
10400 · Edward Jones Cash Account	40,829.66
10500 · Pinnacle Credit Cards	5,294.24
10600 · Pinnacle Green for Green	2,996.10
10700 · Tournament Account	22.15
10800 · Wells Fargo	30.00
<b>Total Checking/Savings</b>	<u>51,439.35</u>
<b>Other Current Assets</b>	
12100 · Accts Receivable - Members	29,122.02
16220 · Inventory - Pro Shop	8,827.42
<b>Total Other Current Assets</b>	<u>37,949.44</u>
<b>Total Current Assets</b>	<u>89,388.79</u>
<b>Fixed Assets</b>	
21000 · Club House & Amenities	822,026.83
21500 · A/D - Club House & Amenities	-600,851.45
21700 · Course Improvements	1,018,116.54
21750 · A/D - Course Improvements	-457,634.74
21800 · Furn / Fix / Equip - F/B	322,746.84
21850 · A/D - Furn / Fix / Equip - F&B	-320,609.92
21900 · Furn / Fix / Equip - Golf	859,624.53
21950 · A/D - Furn / Fix / Equip - Golf	-695,744.15
<b>Total Fixed Assets</b>	<u>947,674.48</u>
<b>Other Assets</b>	
17000 · Deferred Tax Asset	112,134.75
<b>Total Other Assets</b>	<u>112,134.75</u>
<b>TOTAL ASSETS</b>	<u><u>1,149,198.02</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	1,862.52
<b>Total Accounts Payable</b>	<u>1,862.52</u>
<b>Other Current Liabilities</b>	
20200 · Interest Payable - Yamaha	339.53
24000 · Payroll Taxes	
24002 · Payroll Taxes - 940	30.50
24003 · Payroll Taxes - WY UI	653.10
24004 · Payroll Taxes - WY WC	1,772.12
24010 · Accrued Payroll Taxes Payable	899.64
24011 · Accrued Payroll Tax Penalties	2,452.26
<b>Total 24000 · Payroll Taxes</b>	<u>5,807.62</u>

12:13 PM

06/18/19

Accrual Basis

Olive Glenn Golf & Country Club

Balance Sheet

As of December 31, 2018

	Dec 31, 18
24050 · Wages Payable	5,863.00
24200 · Simple IRA Payable	485.30
24400 · Gift Certificates	11,620.02
24410 · Pro-Shop Credit	202.00
24600 · Property Taxes Payable	6,527.53
26000 · Sales Tax Payable	313.42
27000 · Current Portion of Long-Term De	386,647.91
<b>Total Other Current Liabilities</b>	<b>417,806.33</b>
<b>Total Current Liabilities</b>	<b>419,668.85</b>
<b>Long Term Liabilities</b>	
27010 · N/P - Wells Fargo	365,931.82
27040 · N/P - Yamaha	134,706.18
27500 · Less Current Portion	-386,647.91
<b>Total Long Term Liabilities</b>	<b>113,990.09</b>
<b>Total Liabilities</b>	<b>533,658.94</b>
<b>Equity</b>	
30200 · Additional Paid-In Capital	765,201.00
32000 · Retained Earnings	-434,120.91
Net Income	284,458.99
<b>Total Equity</b>	<b>615,539.08</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,149,198.02</b>

## ASSIGNMENT OF LIQUOR LICENSE

FOR VALUE RECEIVED, ROCKIN U, LLC, a Wyoming limited liability company, Laurie Swan and Steven Swan ("Assignors"), hereby sell, assign and transfer unto OLIVE GLENN GOLF & COUNTRY CLUB, Inc. A Wyoming nonprofit corporation ("Assignee") Retail Liquor License No. N/A, City of Cody, Park County, Wyoming, standing in the name of ROCKIN U, LLC, a Wyoming limited liability company, Laurie Swan and Steven Swan, and Assignor does and for its successors and assigns, covenant and agree to and with Assignees, its successors and assigns, to warrant and defend the assignment against all persons whomsoever, lawfully claiming or to claim the same.

DATED this 27<sup>th</sup> day of November, 2017.

ROCKIN U, LLC, A Wyoming limited liability company

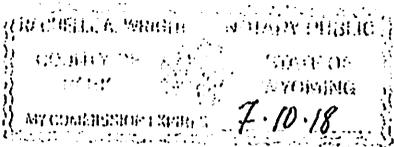
By Laurie Swan, member

Laurie Swan  
LAURIE SWAN

Steven Swan  
STEVEN SWAN

STATE OF WYOMING )  
 ) ss.  
COUNTY OF PARK )

The above and foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2017, by Laurie Swan of ROCKIN U, LLC, a Wyoming limited liability company.

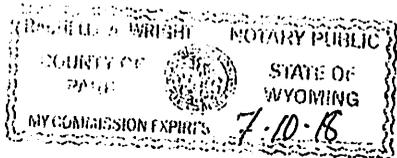


Rachelle A. Wright  
Notary Public

My Commission expires: 7-10-18

STATE OF WYOMING )  
 ) ss.  
COUNTY OF PARK )

The above and foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November, 2017, by Laurie Swan.

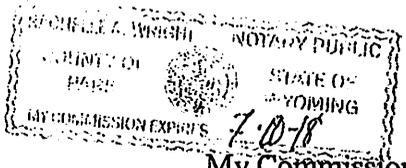


Rachelle A. Wright  
Notary Public

My Commission expires: 7-10-18<sup>pa</sup>

STATE OF WYOMING )  
 ) ss.  
COUNTY OF PARK )

The above and foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November, 2017, by Steven Swan.



Rachelle A. Wright  
Notary Public

My Commission expires: 7-10-18

MEETING DATE:	August 06, 2019
DEPARTMENT:	Parks & Recreation
PREPARED BY:	Rick Manchester, Director
PRESENTED BY:	Marc Dean, Aquatics Supervisor

**AGENDA ITEM SUMMARY REPORT**  
**Emergency Aquatic Facility Repairs**

July 29, 2019

**ACTION REQUESTED BY CITY COUNCIL**

Two separate actions: 1) a motion to rescind the previous contract / offer with Leisure In Montana, Inc. which the Council approved at its meeting on July 16, 2019 and 2) a motion to approve a new contract with Leisure in Montana and to allow the Mayor to enter into this new contract with Leisure In Montana, Inc. The contract will be to replace & install sand filtration systems to the therapy & leisure pool sand filters at the Paul Stock Aquatic & Recreation Center. The amount not to exceed \$54,791 for labor and equipment. Plus, a contingency of 10% is being requested which totals \$5,479.

The Shoshone Recreation District has approved funding, not-to-exceed \$40,000 and to share costs equally with the City. The City has approved \$20,000 in the 2019-2020 budget. We are asking for Council to approve an additional \$10,135 for this project out of City reserve funds.

Leisure In Montana should be able to begin the project the week of September 16 or September 23, 2019. The City of Cody would like this project completed on or before September 30, 2019.

In addition to Leisure In Montana, we contacted CEM in Denver, and Duane Hill from Montana Oasis in Billings to provide quotes for the project.

**FISCAL IMPACT**

The entire project estimate is \$60,270; which includes the 10% contingency.

**OPTIONS**

1. Enter into a contract with Leisure In Montana, Inc. to replace & install sand filtration systems to the therapy & leisure pool sand filters.
2. Council discretion.

**STAFF RECOMMENDATION**

Option 1--\$60,270.10

**ATTACHMENTS**

1. Revised Contract
2. Quote—Exhibit A

**AGENDA SUMMARY PROVIDED TO**

1. Marc Dean—City of Cody Aquatics Supervisor  
[mdean@cityofcody.com](mailto:mdean@cityofcody.com)
2. Michael McGullam--Leisure In Montana, Inc.  
[michael@leisureinmontana.com](mailto:michael@leisureinmontana.com)

**AGREEMENT FOR**  
**EMERGENCY WORK:**  
SWIMMING POOL FILTERS

THIS AGREEMENT is made and entered into by and between Leisure in Montana, Inc., a Montana corporation, (hereinafter INDEPENDENT CONTRACTOR), and the City of Cody, Wyoming, a municipal corporation (hereinafter CITY) as of the date last signed by the parties below.

RECITALS

A. CITY requires an independent contractor to install filtration systems for the swimming pool in the Paul Stock Aquatic and Recreation Center at 1402 Heart Mountain Street, Cody, Wyoming. The work is described in more detail on the attached Exhibit "A" (hereinafter the SERVICES). This work is required because of the recent failure of the swimming pool filters.

B. INDEPENDENT CONTRACTOR is qualified, willing and able to provide the SERVICES to the CITY as an independent contractor.

WHEREFORE, in consideration of the mutual promises, covenants and representations described below, the parties agree as follows:

1. INDEPENDENT CONTRACTOR shall provide the SERVICES to CITY consistent with the INDEPENDENT CONTRACTOR'S quote attached as Exhibit "A". The SERVICES shall be completed on or before September 30,

2019. INDEPENDENT CONTRACTOR shall perform the SERVICES in a professional, workmanlike manner, consistent with the industry standards for services of the same nature. INDEPENDENT CONTRACTOR shall maintain a clean and safe worksite, in compliance with applicable laws, rules, regulations and codes. The means and methods of providing the SERVICES shall be determined by the INDEPENDENT CONTRACTOR.

2. The CITY shall compensate the INDEPENDENT CONTRACTOR for labor and materials in the amount of \$54,791.00 as shown on Exhibit "A". INDEPENDENT CONTRACTOR may bill an additional amount not to exceed \$5,479.00 for additional work or costs, which shall require written approval by CITY, after written notice from INDEPENDENT CONTRACTOR to the CITY describing the nature of the additional work or costs, the basis for the additional work or costs, and amount. After the work has been completed and is functioning as designed, INDEPENDENT CONTRACTOR shall submit to CITY an invoice for the SERVICES. The invoice shall describe in detail the hours worked, the work performed up through the date of the invoice, and the costs of the equipment, materials and systems used in providing the SERVICES, and amounts paid to subcontractors used by INDEPENDENT CONTRACTOR. CITY shall pay such invoice in accordance with W.S. 16-6-116 and 16-6-117. If CITY objects to any portion of the invoice, CITY shall notify INDEPENDENT CONTRACTOR of such objections within a reasonable period of time, and shall describe the basis for such objections. CITY shall

pay such portion of the invoice to which CITY does not object, and such payment shall not constitute a waiver of CITY'S right to object to other portions of INDEPENDENT CONTRACTOR'S invoice. Pursuant to Section 16-6-116 of the Wyoming Statutes, final and full payment shall be made to the Contractor under the price terms of the Contract Documents no later than the 41st day after the first publication date of notice of acceptance of the completed work hereunder. Further, the Contractor shall execute and file with the Clerk of the City of Cody the sworn statement required by Section 16-6-117 of the Wyoming Statutes as a condition precedent to receiving final payment from the Owner.

3. INDEPENDENT CONTRACTOR is not an employee of CITY. CITY is relying on INDEPENDENT CONTRACTOR'S training, experience, expertise and skills and advice to provide the SERVICES. CITY shall not control the means, methods or techniques INDEPENDENT CONTRACTOR uses to perform the SERVICES. INDEPENDENT CONTRACTOR shall be solely responsible for payment of any and all taxes due on compensation that INDEPENDENT CONTRACTOR receives, and shall be solely responsible for payment of all employees, agents, subcontractors, materialmen, suppliers, vendors and materials which INDEPENDENT CONTRACTOR retains, hires, acquires or purchases for the SERVICES.

4. Either party may terminate this agreement at any time, for convenience, upon giving written notice to the other party. No term shall be implied by this agreement. No modifications may be made to this agreement except by a written instrument approved and signed by both parties.

5. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless CITY for any and all property damage, losses, injuries and damages of any kind arising out of INDEPENDENT CONTRACTOR'S negligent, willful or intentional acts, errors and omissions (hereinafter INDEPENDENT CONTRACTOR'S actions), or INDEPENDENT CONTRACTOR'S breach of this Agreement. This indemnification obligation shall include any and all monetary losses, judgments, settlements, costs, fees (including but not limited to attorney's fees) incurred by CITY as a result of, or associated with INDEPENDENT CONTRACTOR'S actions, errors or omissions, or as a result of INDEPENDENT CONTRACTOR'S breach of this Agreement. INDEPENDENT CONTRACTOR shall obtain, and maintain a general liability insurance policy with limits of not less than \$1,000,000.00 (one million and no/100 dollars) from an insurance carrier licensed in the State of Wyoming. INDEPENDENT CONTRACTOR shall provide proof of such insurance to CITY upon entering into this agreement, and such policy shall be subject to approval by CITY, which approval shall not be unreasonably withheld.

6. By entering into this agreement, CITY does not waive its governmental immunity, and does not waive the defenses and limitations provided under Wyoming law, including but not limited to the Wyoming Constitution, and the Wyoming Governmental Claims Act

CITY OF CODY, WYOMING:

BY: \_\_\_\_\_

MATT HALL, MAYOR

Date: August \_\_\_\_\_, 2019.

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

Cynthia D. Baker, Clerk

LEISURE IN MONTANA, INC.:

\_\_\_\_\_ Date: August \_\_\_\_, 2019.

MICHAEL S. MCGULLUM, PRESIDENT

MEETING DATE:	AUGUST 6, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT** **Final Plat of the Nelson Minor Subdivision**

### **ACTIONS TO BE TAKEN**

Approve the final plat of the Nelson Minor Subdivision, a 2-lot infill subdivision, subject to conditions.

### **SUMMARY**

Darby and Chase Nelson as owners of 1620 31<sup>st</sup> Street, have submitted the final plat for their 2-lot subdivision. They have also updated the preliminary plat drawing as directed in the initial preliminary plat review. The subdivision is pursuant to the infill subdivision option of City of Cody Code 11-8.

The property is 0.64 acres in size and located in the R-2 Manufactured Home zoning district. Proposed Lot 1 contains an existing house. Lot 2 is vacant and could be developed with a single-family home or duplex. An existing garage on the proposed lot line will be demolished in order to accommodate the subdivision.



### **Water Rights:**

The property owner plans to retain surface water rights for Lot 2, but transfer the water rights from Lot 1 (west lot). The transfer has been authorized by Cody Canal and the McMillan water district, but remains to be presented to the State Engineer's Office (the agency that ultimately transfers the water rights). The water rights are requested to be transferred to a third party, as the State Engineer's office prefers they be transferred elsewhere unless and until the city commences to expand their raw water (irrigation system). Granting this request (waiver) would be consistent with recent past practice.

The subdivision ordinance requires that the transfer be submitted to the State engineer's office within one year of final plat approval, but a variance to allow up to two years is requested, as the person acquiring the water rights must first put them to beneficial use before the transfer can occur.

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

The Conditions of Preliminary Plat approval were as follows, with their status noted. Unless specified otherwise, the condition must be completed either within two years, or before issuance of a building permit, whichever occurs first.

Preliminary Plat Conditions:

1. Include a note that the subdivision improvements were based on the property containing no more than three dwelling units—one on Lot 1 and two on Lot 2. Additional dwelling units would require additional subdivision improvements.  
**Status: Met (Note 2 on final plat).**
2. The overhead power line serving Lot 1 must have at least 15 feet of clearance from ground level as it crosses the access drive. If the required clearance does not exist, the line must be raised to provide the clearance, or a new service line run underground.  
**Status: Pending.**
3. The physical connection of the subdivision access drive to the public street shall consist of a paved entrance/exit extending from the curb cut (face of curb, or edge of roadway pavement if no curb exists), to a point at least twenty-five feet (25') from the public street, measured along the direction of travel. Asphalt thickness shall be at least three inches (3"), compacted depth.  
**Status: Shown on plans. Pending.**
4. Include the improvement district language for 31<sup>st</sup> Street in the Owner's dedication on the final plat.  
**Status: Met.**
5. Provide a maintenance agreement or covenants to set forth the maintenance responsibilities for the private access drive tract/easement, including maintenance of the access drive, fence, and stormwater facility. See 11-8-5(C).  
**Status: Draft provided. The document must be signed and recorded with the final plat.**
6. Provide approval of the Cody Canal and McMillin Ditch Company for the irrigation plan for Lot 2 and the transfer of water rights from Lot 1. Provide the agreements for the transfer as noted above in the staff report.  
**Status: Approvals received from Cody Canal and McMillin Ditch Company. The only written agreement still pending is between the person acquiring the surface water rights and an engineer to complete the transfer process with the State Engineer's Office. The agreement must be in place before the mayor signs the final plat.**
7. The existing garage is to be removed and Lot 1 provided with at least two improved on-site parking spaces prior to the final plat being recorded.  
**Status: The plans show removal of the garage and installation of two parking spaces. The work is pending and will need to occur before the mayor signs the final plat.**
8. Applicable utility fees will need to be paid before the final plat is recorded (water tap fee and sewer plant investment fee).  
**Status: Pending. Payment is needed before the final plat is recorded.**
9. Include the following construction details on the plans either by drawing or note.
  - a. The paved entrance, as noted in #3 above; **(Met.)**
  - b. Requirements of 11-8-4(B)3.h (sewer cleanouts); **(Met.)**
  - c. Requirements of 11-8-4(B)3.i (tracer wire); **(Met.)**
  - d. Requirements of 11-8-4(B)3.j (markers at end of service lines); **(Met.)**
  - e. Add size and depth of rock to the swale detail, and the fabric liner; **(Met.)**

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

- f. Post address for Lot 2 (1624 31<sup>st</sup> Street) at entrance; and, *(Will occur with building permit, as address format differs if two units are constructed.)*
  - g. Show the required 6-foot solid fence along the south side of the access easement, except the first 15 feet off of 31<sup>st</sup> Street. *(Status: The applicant has obtained a letter from the neighbor indicating that they are okay waiving the fence requirement. The Planning and Zoning Board recommends the waiver.)*
10. The final plat application must be submitted within one year and otherwise comply with provisions of the subdivision ordinance.  
*Status: Met.*

**RECOMMENDATION:**

Approve the Nelson Minor Subdivision final plat with the following waivers and conditions:

Fence Waiver:

Waive the requirement for the 6-foot fence along the south side of the access drive, based on the letter from the property owner to the south.

Water Rights Transfer:

Variance to allow the water rights to be transferred to a third party, and to allow up to two years to submit the surface water right transfer to the State Engineer's Office. (Increased from one year.)

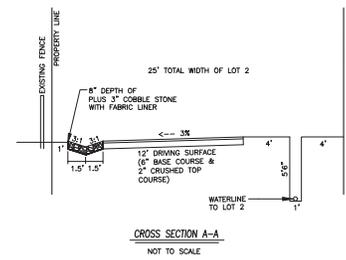
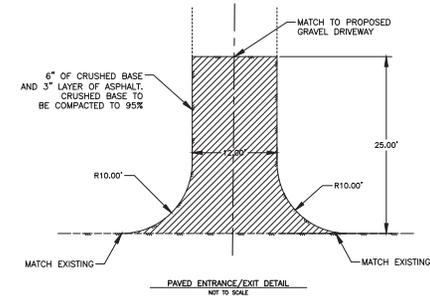
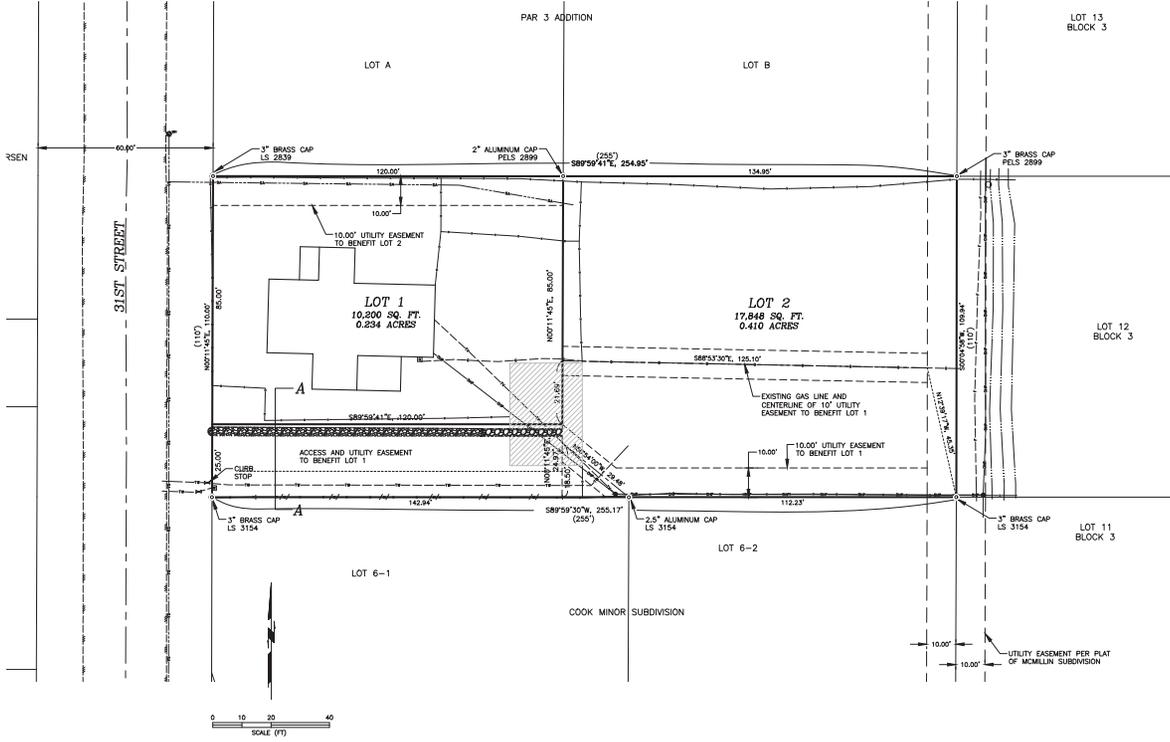
Conditions:

- 1. Prior to the mayor signing the final plat, complete preliminary plat conditions 5, 6, 7, and 8.
- 2. Preliminary Plat Conditions 2, 3, and 9f, as well as all other improvements identified by the preliminary plat must be completed either prior to issuance of a building permit on Lot 2, or within two years, whichever occurs first.
- 3. Continue to work with staff to provide more detail to the maintenance agreement—e.g. define maintenance, include schedule, include penalty for non-payment. (Staff has a "track changes" draft attached.)
- 4. The final plat must be recorded within 100 days of Council approval of the final plat, as required by the subdivision ordinance.

**ATTACHMENTS:**

Updated Preliminary Plat and the Final Plat  
Draft maintenance agreement

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2019\SUB2019-04 DARBY NELSON\STAFF REPORTS\AGENDA SUMMARY NELSON FINAL PLAT.DOCX



**NOTES**

- 0.23 ACRES OF WATER RIGHTS UNDER THE CODY CANAL THROUGH THE MCMILLIN DITCH ARE PROPOSED TO BE DETACHED FROM LOT 1 SO THAT NO WATER RIGHTS UNDER THE MCMILLIN DITCH WILL REMAIN ON LOT 1.
- SUBDIVISION IMPROVEMENTS ARE BASED ON THE PROPERTY HAVING NO MORE THAN THREE DWELLING UNITS, ONE ON LOT 1, AND TWO ON LOT 2. ADDITIONAL DWELLING UNITS WOULD REQUIRE ADDITIONAL SUBDIVISION IMPROVEMENTS.
- OVERHEAD POWER LINE SERVING LOT 1 MUST HAVE AT LEAST 15 FEET OF CLEARANCE FROM GROUND LEVEL AS IT CROSSES THE ACCESS DRIVE. IF THE REQUIRED CLEARANCE DOES NOT EXIST, THE LINE MUST BE RAISED TO PROVIDE THE CLEARANCE, OR A NEW SERVICE LINE RUN UNDERGROUND.
- ACCESS ROAD INTO LOT 1 MUST HAVE AT LEAST 25-FT OF 3-INCH PAVEMENT FROM THE POINT WHERE THE ACCESS ROAD MEETS 31ST STREET.
- TWO IMPROVED ON-SITE PARKING SPACES ARE PLANNED ON LOT 1, NORTHWEST OF THE HOUSE.
- CITY MUNICIPAL CODE 11-8-4(B)(3) STATES: "CLEANOUTS ARE REQUIRED IN THE SEWER SERVICE LINES AT INTERVALS NOT TO EXCEED ONE HUNDRED FEET (100') (EQUAL INTERVALS RECOMMENDED), AND AT ANY CHANGE IN DIRECTION GREATER THAN 45." ADDITIONAL CLEANOUTS MAY BE REQUIRED DEPENDING UPON THE LOCATION OF DWELLING UNIT(S) ON LOT 2.
- CITY MUNICIPAL CODE 11-8-4(B)(3): ALL UTILITY SERVICES ARE TO BE PROVIDED WITH EITHER APWA UNIFORM COLOR-CODED DETECTABLE (METALLIC) WARNING TAPE, OR A COMBINATION OF NON-DETECTABLE (NON-METALLIC) WARNING TAPE AND COLOR-CODED TRACER WIRE. THE WARNING TAPE IS TO BE INSTALLED ONE FOOT (1') DIRECTLY ABOVE THE UTILITY SERVICE PIPE/CONDUIT. IF SEPARATE TRACER WIRE IS USED, IT IS TO BE COPPER OR COPPER GLAD STEEL, RATED FOR DIRECT BURY, MEASURE 12 AWG OR LARGER (SMALLER NUMBER), AND BE TAPED TO THE SIDE OF THE PIPE/CONDUIT.
- CITY MUNICIPAL CODE 11-8-4(B)(3): THE ENDS OF ALL UTILITY STUBS INTO THE LOTS SHALL BE MARKED WITH SOLID LUMBER (2" x 4" OR LARGER) OR PVC PIPE, THAT IS PAINTED THE CORRESPONDING APWA COLOR FOR THAT UTILITY (GREEN FOR SEWER, BLUE FOR DOMESTIC WATER).
- MAINTENANCE AGREEMENT IS ATTACHED.

**LEGEND**

○	FOUND MONUMENT
---	PROPOSED SUBDIVISION BOUNDARIES.
---	PROPOSED EASEMENT
---	OVERHEAD ELECTRICAL LINE.
---	BURIED NATURAL GAS OR LP GAS LINE.
---	BURIED TREATED WATER LINE.
---	BURIED SANITARY SEWER LINE.
---	MANHOLE LID, UTILITY AND STRUCTURE TYPES VARY.
○	MANHOLE LID.
○	WATER METER.
○	GAS METER.
---	EDGE OF ASPHALT SURFACES.
(N 89° 47' E)	RECORD DATA SHOWN IN PARENTHESES.
---	UTILITY PIPE LINE VALVES.
○	UTILITY POLE.

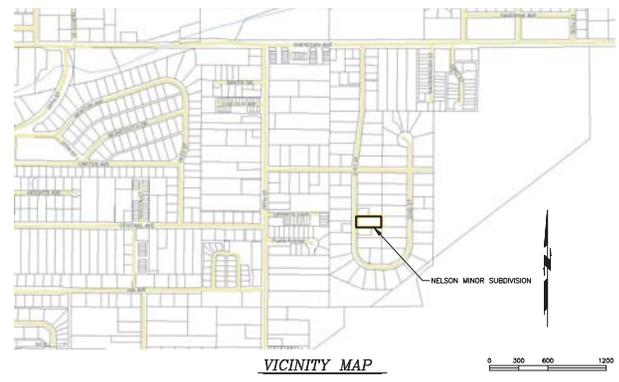
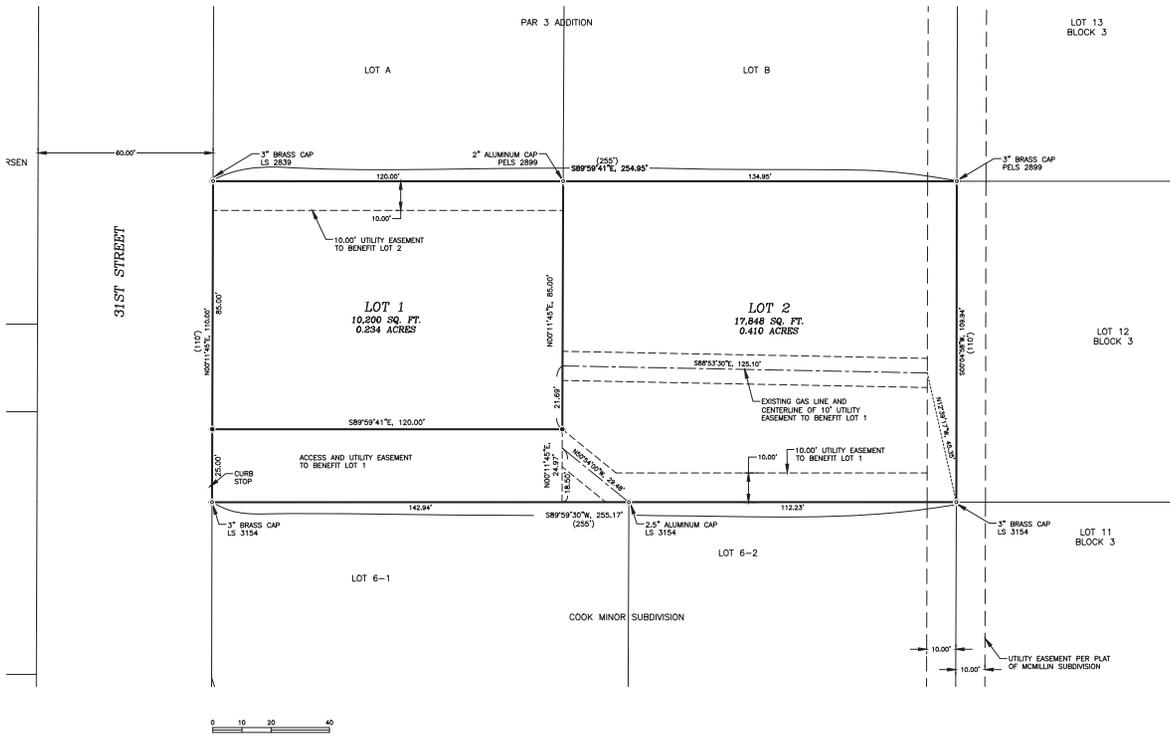
**PRELIMINARY PLAT AND IMPROVEMENT DETAILS**  
for  
**NELSON MINOR SUBDIVISION**  
BEING A FURTHER SUBDIVISION OF  
LOT 5, BLOCK 3, MCMILLIN SUBDIVISION,  
CITY OF CODY, PARK COUNTY, WYOMING

LANDOWNERS: NELSON, DARBY LYN & CHASE P.  
1620 31ST STREET  
CODY, WY 82414

PREPARED BY: ENGINEERING ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS



JOB NO. 19000.13 JULY 26, 2019  
P:\2019\19000.13\19000.13 BASE  
SHEET 1 OF 1



**CERTIFICATE OF OWNER**

STATE OF WYOMING } ss.  
COUNTY OF PARK }  
I, DARBY LYN NELSON, CHASE P. NELSON, OWNER AND PROPRIETORS OF LOT 5, BLOCK 3, MCMILLIN SUBDIVISION, AS LOCATED IN BOOK "10" OF PLATS, PAGE 30, ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING, AS EVIDENCED BY THAT WARRANTY DEED RECORDED AS DOCUMENT #2018-1236 IN SAID CLERK AND RECORDER'S OFFICE, THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE NELSON MINOR SUBDIVISION LOCATED WITHIN THE CITY OF CODY, WYOMING, THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE HEREBY DEDICATE EASEMENTS LABELED HEREON TO THE USES SO NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS ON RECORDS; AND THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.  
WE, THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS ARE PROPRIETORS FOR PARTICIPATING IN THE SUBDIVISION OF THE ABOVE DESCRIBED PROPERTY; AND BY THESE PRESENTS DO HEREBY AGREE TO PROMOTE AND PARTICIPATE IN AN IMPROVEMENT DISTRICT FOR CURB, GUTTER AND SIDEWALK ON 31ST STREET WHEN DEEMED NECESSARY BY THE CITY OF CODY; AND FURTHER, THAT THIS LANGUAGE SHALL BE CONTAINED IN EACH AND ALL CONVEYANCES OF RECORD.

BY: \_\_\_\_\_  
DARBY LYN NELSON CHASE P. NELSON

STATE OF WYOMING } ss.  
COUNTY OF PARK }  
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY DARBY LYN NELSON AND CHASE P. NELSON, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

L. LYLE & CASCIATO, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED UNDER MY DIRECTION BETWEEN MARCH AND JULY, 2019, AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



**NOTES**

1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
2. SUBDIVISION IMPROVEMENTS ARE BASED ON THE PROPERTY HAVING NO MORE THAN THREE DWELLING UNITS, ONE ON LOT 1 AND TWO ON LOT 2. ADDITIONAL DWELLING UNITS WOULD REQUIRE ADDITIONAL SUBDIVISION IMPROVEMENTS.

**LEGEND**

- FOUND 2" DIA. ALUMINUM CAP, UNLESS OTHERWISE NOTED.
- SET 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR.
- PROPOSED SUBDIVISION LOT LINES.
- ( ) RECORD DIMENSIONS IN PARENTHESES.

**CITY PLANNING AND ZONING BOARD**

APPROVED AS OF \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.  
\_\_\_\_\_  
CHAIRMAN

**CITY COUNCIL APPROVAL**

APPROVED AS OF \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BY THE CITY COUNCIL OF CODY, WYOMING.  
\_\_\_\_\_  
MAYOR - MATT HALL  
\_\_\_\_\_  
ATTEST: CANDY BAKER  
ADMINISTRATIVE SERVICES OFFICER

**CLERK AND RECORDER ACCEPTANCE**

THIS PLAT WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ AM ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, FILED FOR RECORDING IN BOOK OR PLAT CABINET \_\_\_\_\_ AT PAGE \_\_\_\_\_ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER \_\_\_\_\_  
PARK COUNTY CLERK  
BY: \_\_\_\_\_, DEPUTY.

**- PLAT SHOWING -  
NELSON MINOR SUBDIVISION**

BEING A FURTHER SUBDIVISION OF LOT 5, BLOCK 3, MCMILLIN SUBDIVISION, CITY OF CODY, PARK COUNTY, WYOMING

LANDOWNERS: NELSON, DARBY LYN & CHASE P.  
1620 31ST STREET  
CODY, WY 82414

PREPARED BY: ENGINEERING ASSOCIATES CONSULTING ENGINEERS & SURVEYORS



JOB NO. 19000.13 JULY 31, 2019  
P:\2019\19000.13\19000.13 BASE

**DECLARATION OF MAINTENANCE AGREEMENT  
FOR  
NELSON MINOR SUBDIVISION**

This Declaration is made by the undersigned, Darby Lyn Nelson and Chase P. Nelson, hereinafter referred to as ("Declarant"), who are the owners of all lands within the following described property located in the City of Cody, Park County, Wyoming:

NELSON MINOR SUBDIVISION, according to the plat recorded in Plat Cabinet \_\_\_\_, Page \_\_\_\_, according to the records of the County Clerk and Recorder of Park County, Wyoming. (Being a further subdivision of Lot 5, Block 3, McMillin Subdivision.)

The owners of each lot within said subdivision are subject to this Maintenance Agreement to insure maintenance of the private access drive and stormwater facility.

Now, therefore, the Maintenance Agreement for NELSON MINOR SUBDIVISION is hereby established in its entirety to read as follows:

**MAINTENANCE RESPONSIBILITIES**

Maintenance of the access drive located south of Lot 1 and the associated storm water swale shall be the responsibility of the owners of Lot 1 and Lot 2. All costs associated with said maintenance shall be split equally between both Lots so long as each lot contains no more than one dwelling. If a lot contains more than one dwelling, such costs shall be split equally based on the number of dwelling units each lot contains (e.g. one dwelling on Lot 1 and two dwellings on Lot 2 would mean owner of Lot 1 is responsible for 1/3 of the maintenance costs and the owner of Lot 2 for 2/3 of the maintenance costs).

Maintenance shall include, but not be limited to: annual weed control within the 25-foot access easement; regular grading and the addition of crushed rock/gravel to the access drive surface as needed to maintain the slope of the drive and avoid/fix potholes; snow removal as necessary to maintain vehicle access; and, cleaning (removal of sediment) and/or reconstruction of the storm water swale as needed to maintain its infiltration capacity.

A lot owner shall notify the other lot owner at least ten days before performing or ordering any maintenance on the access drive or storm water swale, and a plan for payment discussed. Any reimbursement for maintenance work identified herein shall be made no later than within 10 days of the work being completed, or as otherwise agreed to by the lot owners. Failure to participate financially as outlined herein authorizes a lot owner that made payment to place a lien on the other lot for non-payment. Both property owners agree to cooperate in good faith to fulfill the intent of this maintenance agreement.

IN WITNESS WHEREOF, Darby Lyn Nelson and Chase P. Nelson, owners of lands within the NELSON MINOR SUBDIVISION, Park County, Wyoming, have executed this Maintenance Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Darby Lyn Nelson

\_\_\_\_\_  
Chase P. Nelson

STATE OF WYOMING       )  
  ) ss.  
COUNTY OF PARK       )

The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Darby Lyn Nelson and Chase P. Nelson.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## AGENDA ITEM SUMMARY REPORT

### Ordinance 2019-07 Amending Title 8, Chapter 1, to Modify and Set Electrical Service Rates

#### ACTION TO BE TAKEN

Consider Ordinance 2019-07 to modify and set the City's Electrical Service Rates for the period of 2019 through 2021.

#### SUMMARY OF INFORMATION

The City of Cody provides retail electric utility service through the Electric Fund enterprise fund. The City purchases all electricity provided to City residents from the Wyoming Municipal Power Agency (WMPA), a wholesale electricity provider to eight (8) member municipalities. WMPA contracted with Utility Financial Solutions, LLC (UFS) to complete a Wholesale Electric Rate Study in late 2018, and the study has been completed with WMPA adopting the recommended wholesale rate adjustments. UFS also offered to perform Retail Electric Rate Studies to the eight member municipalities of WMPA concurrently with the wholesale study. The City of Cody accepted this offer, and UFS has been working with City staff on the retail rate study for City's electric utility.

Based on the analysis completed by UFS, City staff has presented and discussed the proposed Electrical Service Rate modifications during City Council Work Sessions held on April 9, 2019, and July 23, 2019. With concurrence from the City Council, Staff has prepared Ordinance 2019-07 as attached for consideration to modify and set the Electrical Service Rates over a three (3) year phase-in period. The final ordinance does include the some slightly modified and new information that will be discussed during the staff presentation as follows:

1. The Large Commercial – Demand electric usage rate was mistakenly rounded off to only three (3) decimal places during the July 23, 2019, Work Session presentation. The ordinance document now shows the actual usage rate proposed and is accurate to four (4) decimal places. The difference this makes in the usage rate percentage increases previously reported is less than one percent (1.0%) overall.
2. In the previous Work Session presentations, the Irrigation Service Rate and Security Lighting classifications were not discussed. These two service classifications have a small number of customers, and represent a very small percentage of the overall electric fund revenue collection. The proposed rates shown in the ordinance were developed for these two classifications by UFS, and do result in an increased rate for these classifications.

Based on the July 23, 2019, Work Session discussion and City Council concurrence, UFS has prepared the the final Retail Electric Rate Study for City staff to review. The full study will be attached to the Agenda Packet for the second and third reading of Ordinance 2019-07.

If Ordinance 2019-07 is passed on first reading, it is planned to be presented for second reading on August 20, 2019, and for third reading and final approval on September 3, 2019. Upon final approval, the proposed rate modifications are planned to take effect on October 1, 2019.

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

**FISCAL IMPACT**

With approval of Ordinance 2019-07 and the modification of City's Electrical Service Rates as proposed, it is anticipated that electric fund revenues will be increased by approximately 2.0% per year for the next three years.

**ALTERNATIVES**

Approve, deny, or amend proposed Ordinance 2019-07.

**RECOMMENDATION**

It is recommended that Ordinance 2019-07 be adopted as presented.

**ATTACHMENTS**

Ordinance 2019-07

**ORDINANCE 2019 – 07**

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 1, ARTICLE III, SECTION 13,  
OF THE CODY CITY CODE TO MODIFY AND SET ELECTRICAL SERVICE  
RATES FOR YEARS 2019 THROUGH 2021**

Article III, Section 13, shall be hereby amended as follows for the time period starting October 1, 2019, through September 30, 2020:

**8-1-13: SCHEDULE OF RATES**

A. Beginning with all bills generated on or after October 1, 2019, the rates for metered electricity sold within the city limits shall be as follows:

<b>Customer Classification</b>	<b>Monthly Base Fee (1)</b>	<b>Energy Fee (2)</b>	<b>Demand Fee (3)</b>
RESIDENTIAL SERVICE RATE	\$27.50	\$0.0860	N/A
COMMERCIAL SERVICE RATE	\$31.50	\$0.0821	N/A
DEMAND SERVICE RATE	\$45.00	\$0.0428	N/A
CITY COMMERCIAL SERVICE	\$31.50	\$0.0821	N/A
CITY DEMAND SERVICE RATE	\$45.00	\$0.0428	N/A
COMMERCIAL DEMAND SERVICE RATE			\$17.50
CITY COMMERCIAL DEMAND SERVICE RATE			\$17.50
ELECTRIC COMMERCIAL SPECIAL SERVICE RATE			\$17.50
IRRIGATION SERVICE RATE	\$4.00	\$0.0860	N/A
SECURITY LIGHTING	\$3.50	\$0.0860	N/A
<p>(1) For Electrical usage billed on or after October 1, 2019, each customer classification shall pay a monthly base fee charge as indicated.</p>			
<p>(2) For Electrical usage billed on or after October 1, 2019, each customer class shall pay the Energy Fee indicated for each kilowatt hour used per month or as estimated by City Staff regarding Security Lights.</p>			
<p>(3) For Electrical usage billed on or after October 1, 2019, each customer shall pay a monthly demand charge as indicated per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period.</p>			
<p>(4) Customers requesting or transferring service of more than two hundred (200) amperes shall be billed under this demand rate. The public works director or his/her designee shall recommend to the administrative services officer the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.</p>			

B. Service Charges: The following charges apply to all levels of service in addition to any other charges:

Connection, reconnection or disconnection of meter Normal office hours (7:30 A.M. to 5:00 P.M.)	\$35.00
Connection, reconnection or disconnection of meter Other than normal office hours	\$110.00
Trouble calls on customer owned equipment Normal office hours (7:30 A.M. to 5:00 P.M.)	No Charge
Trouble calls on customer owned equipment Other than normal office hours (for first 2 hours, actual labor costs for work in excess of 2 hours)	\$110.00
Temporary service connection: Single and 3-phase	\$105.00
Returned payment charge	\$30.00
Testing of meters more than once at customer's request in a 12 month period, where meter is found to be accurate within 2 percent	\$50.00

Article III, Section 13, shall be further amended as follows for the time period of October 1, 2020, through September 30, 2021:

**8-1-13: SCHEDULE OF RATES**

A. Beginning with all bills generated on or after October 1, 2020, the rates for metered electricity sold within the city limits shall be as follows:

<b>Customer Classification</b>	<b>Monthly Base Fee (1)</b>	<b>Energy Fee (2)</b>	<b>Demand Fee (3)</b>
RESIDENTIAL SERVICE RATE	\$24.00	\$0.0925	N/A
COMMERCIAL SERVICE RATE	\$31.75	\$0.0851	N/A
DEMAND SERVICE RATE	\$60.00	\$0.0462	N/A
CITY COMMERCIAL SERVICE	\$31.75	\$0.0851	N/A
CITY DEMAND SERVICE RATE	\$60.00	\$0.0462	N/A
COMMERCIAL DEMAND SERVICE RATE			\$17.00
CITY COMMERCIAL DEMAND SERVICE RATE			\$17.00
ELECTRIC COMMERCIAL SPECIAL SERVICE RATE			\$17.00
IRRIGATION SERVICE RATE	\$5.00	\$0.0925	N/A
SECURITY LIGHTING	\$4.00	\$0.0925	N/A
(5) For Electrical usage billed on or after October 1, 2020, each customer classification shall pay a monthly base fee charge as indicated.			
(6) For Electrical usage billed on or after October 1, 2020, each customer class shall pay the Energy Fee indicated for each kilowatt hour used per month or as estimated by City Staff regarding Security Lights.			
(7) For Electrical usage billed on or after October 1, 2020, each customer shall pay a monthly demand charge as indicated per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period.			
(8) Customers requesting or transferring service of more than two hundred (200) amperes shall be billed under this demand rate. The public works director or his/her designee shall recommend to the administrative services officer the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.			

\* REMAINDER OF PAGE INTENTIONALLY BLANK \*

Article III, Section 13, shall be further amended as follows for the time period after October 1, 2021.

**8-1-13: SCHEDULE OF RATES**

A. Beginning with all bills generated on or after October 1, 2021, the rates for metered electricity sold within the city limits shall be as follows:

<b>Customer Classification</b>	<b>Monthly Base Fee (1)</b>	<b>Energy Fee (2)</b>	<b>Demand Fee (3)</b>
RESIDENTIAL SERVICE RATE	\$20.50	\$0.0989	N/A
COMMERCIAL SERVICE RATE	\$32.00	\$0.0882	N/A
DEMAND SERVICE RATE	\$75.00	\$0.0497	N/A
CITY COMMERCIAL SERVICE	\$32.00	\$0.0882	N/A
CITY DEMAND SERVICE RATE	\$75.00	\$0.0497	N/A
COMMERCIAL DEMAND SERVICE RATE			\$16.50
CITY COMMERCIAL DEMAND SERVICE RATE			\$16.50
ELECTRIC COMMERCIAL SPECIAL SERVICE RATE			\$16.50
IRRIGATION SERVICE RATE	\$6.00	\$0.0989	N/A
SECURITY LIGHTING	\$4.50	\$0.0989	N/A
(9) For Electrical usage billed on or after October 1, 2021, each customer classification shall pay a monthly base fee charge as indicated.			
(10) For Electrical usage billed on or after October 1, 2021, each customer class shall pay the Energy Fee indicated for each kilowatt hour used per month or as estimated by City Staff regarding Security Lights.			
(11) For Electrical usage billed on or after October 1, 2021, each customer shall pay a monthly demand charge as indicated per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period.			
(12) Customers requesting or transferring service of more than two hundred (200) amperes shall be billed under this demand rate. The public works director or his/her designee shall recommend to the administrative services officer the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.			

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

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

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

ATTEST:

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