

City of Cody City Council

AGENDA

Tuesday, September 17, 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

Meeting Called to Order
Pledge of Allegiance
Moment of Silence
Roll Call
Mayor's Recognitions and Announcements

Introduction - Jack Tatum. Director Park County Homeland Security

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 September 3, 2019 and Special Work Session from September 10, 2019.
- b. Approve Vouchers in the amount of \$232,413.84, noting expenses associated with one cent special purpose tax.
- c. Authorize the Mayor to enter into and sign an agreement between the City of Cody and David & Sandra Allshouse.
- d. Authorize the Mayor to sign the loan agreement between the Wyoming Business Council and the City of Cody for the Gunwerks project in the amount of \$3,000,000.

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

3. Public Hearing

- a. A Public Hearing to consider if it is in the public interest to trade approx. 2,001 sq. ft. of City property located just south of the Old Trail Town entrance (1831 Demaris Street, Cody, WY) for approximately 2,001 sq. ft. of property at the west end of the Old Trail Town (Museum of the Old West) property, pursuant to Wyoming Statute §15-1-112(b). Each piece of property has an estimated value of \$8,000.00.

4. Conduct of Business

- a. Approve Vouchers and payroll in the amount of \$1,766,099.64

- b. Approve the Mayor to sign a boundary line adjustment survey and execute a deed on behalf of the City to trad approx.. 2,001 sq. ft. of City property located just south of the Old Trail Town entrance (1831 Demaris St) for approx. 2, 001 sq. ft of property at the west end of the Old Trail Town (Museum of the Old West_ property, pursuant to Wyoming Statute §15-1-112(b).

Staff Reference: Todd Stowell, City Planner

- c. Approve the amended preliminary plat and final plat of the Beacon Hill Minor Subdivision, a 3-lot subdivision.

Staff Reference: Todd Stowell, City Planner

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

Upcoming Meetings:

September 24, 2019 - Tuesday – Special Work Session 5:00 p.m.
October 1, 2019 - Tuesday – Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, September 3, 2019

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, September 3, 2019 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Justin Baily, Jerry Fritz, Landon Greer, Glenn Neilson and Heidi Rasmussen, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Finance Officer Leslie Brumage.

Absent: Council Member

Mayor Hall called the meeting to order at 7:02 p.m.

Council Member Greer made a motion seconded by Council Member Rasmussen to approve the Consent Calendar as amended removing item c from the consent calendar, other items approved include the approval of Minutes: Regular Minutes from August 20, 2019, approve Vouchers in the amount of \$6,364.25, noting expenses associated with one cent special purpose tax, Award Quote 2019-10, Grading “W”, to Harris Trucking & Construction Co. for 10,000 tons of Grading “W” road base in the amount of \$49,500.00. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Ballard to approve Vouchers and payroll in the amount of \$499,187.46. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

Council Member Greer made a motion seconded by Council Member Baily to approve the request to donate a park bench and dedicate to a local couple as a wedding gift – and approve the location. Vote was unanimous

Council Member Neilson made a motion seconded by Council Member Greer to approve the Final Plat for the Overfield Minor Subdivision, with conditions of approval. Vote was unanimous

Council Member Rasmussen made a motion seconded by Council Member Baily to approve a request from the Big Horn Radio Network to utilize the American Legion Field to host the 2020 St Jude’s Hospital Fundraiser – Celebrity Softball Game on June 12th and 13th (2020) at their own cost as the Council will not be sponsoring the event which was not to exceed \$350.00. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Fritz to approve on ORDINANCE 2019-07, on Third and Final Reading. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:53 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, September 10, 2019

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, September 10, 2019 at 5:00 p.m.

Present: Mayor Matt Hall, Council Members Justin Baily, Diane Ballard, Jerry Fritz, Glenn Nielson, Landon Greer, 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.

NCW President, Stafani Hicswa provided the Governing Body with an informational item relating to the Trapper Center Project.

Cindy Baker, Administrative Services Officer, brought back more information relating to the need and funding for an additional IT staff. The Governing Body provided direction to proceed with advertising for this position.

Mayor Hall adjourned the meeting at 6:20 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice Detail.Input date = 09/10/2019
Invoice.Batch = "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BIG HORN REDI-MIX, INC (1190)				
DBA BIG HORN PRECAST	PAY APP 3 4463.004	2019 ADA PED RAMPS PROJECT	09/06/2019	34,991.72
DBA BIG HORN PRECAST	RET APP 3 4463.004	2019 ADA PED RAMPS RETAINAGE	09/06/2019	3,887.97
Total :				38,879.69
Total BIG HORN REDI-MIX, INC (1190):				38,879.69
LOMCO INC (126874)				
	029679-01	CHIP SEAL OIL TRUCKING	08/26/2019	1,268.16
	029680-01	CHIP SEAL OIL TRUCKING	08/26/2019	1,228.16
	029683-01	CHIP SEAL OIL TRUCKING	08/26/2019	1,328.16
	029684-01	CHIP SEAL OIL TRUCKING	08/26/2019	1,208.16
	029712-01	CHIP SEAL OIL TRUCKING	08/16/2019	1,618.92
	029713-01	CHIP SEAL OIL TRUCKING	08/16/2019	1,662.79
	029714-01	CHIP SEAL OIL TRUCKING	08/16/2019	1,519.63
	029715-01	CHIP SEAL OIL TRUCKING	08/16/2019	1,610.88
	029716-01	CHIP SEAL OIL TRUCKING	08/26/2019	1,257.77
	029799-01	CHIP SEAL OIL TRUCKING	08/28/2019	1,248.16
Total :				13,950.79
Total LOMCO INC (126874):				13,950.79
MORRISON-MAIERLE INC (130985)				
	195137	2019 ADA PED RAMPS	08/30/2019	13,787.46
Total :				13,787.46
Total MORRISON-MAIERLE INC (130985):				13,787.46
WESTERN EMULSIONS INC (128433)				
	10-406940	CHIP SEAL OIL	08/11/2019	19,054.45
	10-406941	CHIP SEAL OIL	08/12/2019	18,798.09
	10-406942	CHIP SEAL OIL	08/13/2019	16,204.91
	10-406943	CHIP SEAL OIL	08/14/2019	12,477.83
	10-406944	CHIP SEAL OIL	08/18/2019	16,175.33
	10-408218	CHIP SEAL OIL	08/19/2019	15,800.65
	10-408219	CHIP SEAL OIL	08/20/2019	15,785.86
	10-408220	CHIP SEAL OIL	08/21/2019	15,790.79
	10-408221	CHIP SEAL OIL	08/22/2019	15,805.58
	10-408995	CHIP SEAL OIL	08/25/2019	15,889.39
	10-409445	CHIP SEAL OIL	08/28/2019	4,013.02
Total :				165,795.90
Total WESTERN EMULSIONS INC (128433):				165,795.90
Grand Totals:				232,413.84

<u>GL Period</u>	<u>Amount</u>
09/19	232,413.84
Grand Totals:	<u>232,413.84</u>

Vendor number hash: 2814868
Vendor number hash - split: 2814868
Total number of invoices: 24
Total number of transactions: 24

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	232,413.84	.00	232,413.84
Grand Totals:	<u>232,413.84</u>	<u>.00</u>	<u>232,413.84</u>

Report Criteria:
Invoice.Detail.Input date = 09/10/2019
Invoice.Batch = "1"

MEMORANDUM OF UNDERSTANDING

CITY OF CODY, WYOMING AND DAVID ALLSHOUSE and SANDRA ALLSHOUSE

a. The City of Cody (City) is a Municipal Corporation properly formed in the State of Wyoming.

b. David Allshouse and Sandra Allshouse (Allshouse) are residents and property owners in Park County, Wyoming.

c. On June 11, 2009, David Allshouse and Sandra Allshouse granted the City of Cody an easement for ingress and egress across property owned by Allshouse. That easement was recorded on August 5, 2009, at Document number 2009-6868 with the Park County, Wyoming Clerk's office. That easement was granted to the City to allow the City accessing a storage tank.

d. In addition to the easement described above, the City and Allshouse entered into a Memorandum of Understanding describing the terms and conditions of their agreement with respect to a possible alternate route for the easement. The parties wish to enter into a revised Memorandum of Understanding for the purpose of providing alternative locations for the easement in the event that the already-recorded easement must be moved.

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

1. In the event Allshouse must use their land in a way which will interfere with the City of Cody's use of the easement, Allshouse will work with the City to provide an alternative route to locate the easement so that the City will be able to continue to access its storage tank.

2. Allshouse will notify the City as soon as reasonably possible if it becomes necessary or desires to locate the easement along an alternate route across the Allshouse property.

3. Allshouse shall not terminate the existing easement until the parties have agreed to an alternate route which is adequate for the City's needs, and until the legal description for such easement is prepared and Allshouse has executed a new easement document to be recorded.

4. The City agrees to pay for the survey of the alternate route and pay for the recording costs of the easement document. Upon recording of the new easement, the City agrees to release and terminate the existing easement which Allshouse had previously conveyed to the City.

5. The City further agrees that in the event that a public street or highway provides adequate access to the City's storage tank, and that access is, in the judgment of the City, convenient and adequately serves the City's needs, the City shall terminate the existing easement and shall file a release with the Park County Clerk's office to terminate and release the easement.

6. The City agrees to provide maintenance on the easement described above on a seasonal basis as follows: The City may remove snow periodically to allow City vehicles to access the easement. The City shall not be required to remove or plow now after every snow storm or snow event. On or before April 30 of each year, City shall deliver approximately twenty (20) cubic yards of gravel to Allshouse, and Allshouse will spread the gravel evenly on the road surface, and the City will blade the road once per year after Allshouse spreads the gravel. Allshouse will notify the City when he has spread the gravel on the road.

7. There are no other promises, covenants, or representations beyond the scope of this written agreement. Nothing in this Memorandum of Understanding shall be construed as a waiver or release by the City of Cody of any of its rights to the easement across Allshouse's property.

8. By entering into this agreement, the City of Cody does not waive any governmental or sovereign immunity. The City of Cody expressly

retains all immunities and defenses available to it as a sovereign and governmental entity pursuant to State law, including but not limited to the Wyoming Constitution. The City hereby waives any and all claims it may have against Allshouse for injuries or damages which arise out of the City's use of the above easement, except for such injuries or damages caused by intentional acts or gross negligence. The City will require any contractors accessing the easement on behalf of the City to carry liability insurance, and to name the City as an additional insured on such insurance.

9. This Memorandum of Understanding shall be binding and obligatory upon the heirs, administrators, successors and assigns of the parties.

CITY OF CODY, WYOMING

ATTEST:

MATT HALL Date
Mayor

Cynthia Baker Date
City Clerk

DAVID ALLSHOUSE Date

SANDRA ALLSHOUSE Date

AGENDA ITEM SUMMARY REPORT

Wyoming Business Council Gunwerks Loan Agreement

ACTION TO BE TAKEN:

Authorize the Mayor to sign the loan agreement between the Wyoming Business Council and the City of Cody for the Gunwerks project 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 Council approved the promissory note, mortgage, and assignment and pledge of revenues agreements in August 2019. To complete the loan package, Wyoming Business Council has sent the attached agreement for approval.

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. Loan agreement

AGENDA ITEM NO. _____

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

1. **Parties.** The parties to this Loan Agreement (Loan) are the Wyoming Business Council (Council), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the City of Cody (Borrower), whose address is 1338 Rumsey Avenue: P.O. Box 2200, Cody, Wyoming 82414.
2. **Purpose of Loan.** The purpose of this Loan is to set forth the terms and conditions by which the Council shall provide Business Ready Community Grant and Loan Program (BRC) Business Committed Loan funds to Borrower in the amount set forth in Section 4 below, and Borrower shall undertake and complete materials, projects and/or services (collectively, the Project) described in Attachments A, B, C, and D which are attached to and incorporated into this Loan by reference. Performance by Borrower of the requirements of this Loan and compliance with all BRC program rules and regulations is a condition to Borrower's receipt of monies under this Loan.
3. **Term of Loan.** The Borrower shall repay the Loan in accordance with the Non-Recourse Promissory Note, attached hereto as Attachment B and incorporated herein by reference. This Loan shall commence upon the date the last signature is affixed to this Loan (Effective Date). All construction services shall be completed by June 30, 2021. The term of repayment of the Loan is thirty (30) years at an interest rate of one and one-half percent (1.5%) per annum, and a one-time loan fee of three thousand, seven hundred fifty dollars (\$3,750.00).
4. **Disbursement of Loan Monies.**
 - A. The Council agrees to disburse loan monies to Borrower for performance of the Project, completed in accordance with the requirements of this Loan and the BRC program. The total payment to Borrower under this Loan shall not exceed three million dollars (\$3,000,000.00). Payment will be made following Borrower's delivery to Council of invoices detailing services performed in connection with the Project in a form acceptable to Council.
 - B. Loan funds shall not be used for any services performed in connection with the Project prior to the Effective Date of this Loan. Should the Borrower fail to perform in a manner consistent with the terms and conditions set forth in this Loan, Council may withhold payment under this Loan until such time as the Borrower performs its duties and responsibilities to the satisfaction of the Council.
5. **Responsibilities of Borrower.** The Borrower agrees to:
 - A. Fulfill the responsibilities described in Attachment A;

- B. Execute a Non-Recourse Promissory Note (Note) in the form attached hereto as Attachment B, to evidence its obligation to repay the Loan to the Council. Such executed Note shall be incorporated into this Loan by this reference;
 - C. Secure the Loan by Mortgage, in the form attached hereto as Attachment C, and Assignment and Pledge of Revenues, in the form attached hereto as Attachment D, to the Council of all of the Borrower's right, title, and interest in and to revenues received by the Borrower. This Mortgage, Attachment C, and Assignment and Pledge of Revenues, Attachment D, shall be in effect until the Loan has been repaid in full, and shall be incorporated into this Loan by this reference; and
 - D. Arrange for the repayment of the Loan in the event that the Business Ready Community Grant and Loan Program is invalidated by any Court.
6. **Responsibilities of Council.** Council agrees to:
- A. Disburse loan monies to Borrower in accordance with Section 4 above.
 - B. At its discretion, assist in providing Borrower access to information, including, without limitation, information concerning BRC program requirements, rules, statutes, and regulations. The Council will cooperate with Borrower whenever possible.
 - C. Council shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.
7. **Servicing Agent.** Council may contract with an independent party to act as a servicing agent for the BRC loans. Council will notify Borrower of the servicing agent's name, address, and other contact information.
8. **Special Provisions.**
- A. **Assumption of Risk.** Borrower shall assume the risk of any loss of state funding due to the Borrower's failure to comply with state requirements. Council shall notify the Borrower of any state determination of noncompliance.
 - B. **Budget.**
 - (i) Borrower agrees it will not exceed any of the line item totals listed in Attachment A by more than twenty percent (20%) without prior approval from Council. Such changes will not result in any change in the total Project costs, or a change in the total Loan amount.
 - (ii) In the Budget, "Non-Construction Costs" include: appraisal, architectural, engineering, and Project inspection fees; "Construction Costs" include site work, materials, labor, utilities, and contingencies.

- (iii) Grant funds will be fully expended prior to any Loan expenditures.
- (iv) This Loan is incrementally funded as costs are incurred accordingly to the Budget in Attachment A.
- (v) Borrower shall submit one (1) reimbursement request per monthly cycle or one (1) request every thirty (30) days. If more than one (1) request is received during that monthly cycle, the Council may return each additional request to Borrower for submittal in the next appropriate monthly cycle.
- (vi) The Council will release funds only after payment vouchers or invoices approved by the Borrower are submitted to the Council. After receipt of cash requests and billing documentation, the Council will pay the amounts of invoices at one hundred percent (100%). Verification of all in-kind contributions must be submitted to the Council.
- (vii) If actual costs of the Project are more than the Budget indicated in Attachment A, Borrower agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project. If there is additional funding for the Project, the Borrower must provide the Council with all necessary information regarding the funding.

C. Default and Remedies. In the event Borrower or any subgrantee of Borrower under this Loan defaults or is deficient in the performance of any term of this Loan or any requirements of the BRC Program rules and regulations, then Council shall have the right to exercise all remedies provided by law or in equity, including, without limitation:

- (i) Immediately terminating this Loan without further liability or obligation of Council;
- (ii) Issuing a letter of warning advising Borrower of the deficiency and putting the Borrower on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- (iii) Recommending, or requesting that Borrower to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- (iv) Advising Borrower to suspend disbursement of funds for the deficient activity;
- (v) Advising Borrower to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- (vi) Changing the method of payment to Borrower; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Loan.

- D. Extension of Construction.** Council may, at its discretion, by amendment to this Loan, extend the construction services date if Borrower provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein.
- E. Kickbacks.** The Borrower certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Loan, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Loan. If the Borrower breaches or violates this warranty, the Council may, at its discretion, terminate this Loan without liability to the Council, or deduct from the Loan or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fees.
- F. Monitoring Activities.** The Council shall have the right to monitor all activities related to this Loan that are performed by the Borrower 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 Loan; and, to observe personnel in every phase of performance of Loan related work.
- G. No Finder's Fees.** No finder's fee, employment agency fee, broker fee or other such fee related to this Loan shall be paid by either party.
- H. Non-Supplanting Certification.** Borrower hereby affirms that BRC loan funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose.
- I. Operations and Maintenance.** Borrower will be required to provide an operations and maintenance plan for the Project commencing upon the completion of construction and for a minimum of five (5) years thereafter.
- J. Procurement Requirements.** Upon completion of construction of this Project, Borrower will be required to provide the Council a letter from Borrower's attorney confirming:
- (i) Borrower followed all procurement standards per Wyo. Stat. § 15-1-113 and Wyo. Stat. § 16-6-101 *et seq.*;
 - (ii) Borrower followed the Wyoming Preference Act (Wyo. Stat. §§ 16-6-201 through 16-6-206); and

(iii) Borrower has provided certified cost estimates from qualified engineer.

K. Reporting. Within fifteen (15) calendar days after the conclusion of each calendar quarter during the Term of this Loan, Borrower shall furnish Council with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Loan during the quarter or any other information requested by Council. At the end of construction of the Project, Borrower shall furnish Council with annual reports for five (5) years of project outcomes against established measures. At the end of the term of this Loan, Borrower shall furnish Council with a comprehensive report of the Project accomplishments, a cumulative detailed financial report reflecting total grant expenditures, cash and in-kind match expenditures, and private funds leveraged pursuant to this Loan. Borrower shall provide a letter from a qualified engineer certifying the completion of the Project and that all required construction standards were adhered to relative to the construction of this Project.

L. Retention of Records. Borrower agrees to retain all records related to the Project which are required to be retained pursuant to this Loan or the BRC program rules and regulations for ten (10) years following Council's date of notice to Borrower of closeout of the Loan.

M. Unused or Misused Funds. The Council shall be entitled to recover from Borrower any full or partial payment made under this Loan for:

(i) Any payments used for unauthorized purposes or for services performed outside this Loan;

(ii) Any payments for services the Borrower is unable to provide; and

(iii) Any payments for services the Borrower did not provide but was required to provide under the terms of this Loan.

9. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Loan which are mutually agreed upon in writing by the parties to this Loan shall be incorporated by written instrument, executed by all parties to this Loan.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Loan 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 Loan as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Loan and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Loan 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 Loan without the prior written consent of the other party. The Borrower shall not use this Loan, 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 Borrower agrees to an annual audit to assure all funds are used for the purposes for which the Loan has been made. The Council and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Borrower which are pertinent to this Loan. The Borrower shall immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Borrower which are pertinent to this Loan. The Borrower shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.
- 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 Loan, the Loan may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Borrower 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 agreements for work related to this Loan or may award agreements to other grantees for work related to this Loan. The Borrower shall cooperate fully with other borrowers and the Council in all such cases.
- G. Compliance with Laws.** The Borrower shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Loan.
- 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 Borrower in the performance of this Loan shall be kept confidential by the Borrower unless written permission is granted by the Council for its release. If and when Borrower receives a request for information subject to this Loan, Borrower 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. **Entirety of Loan.** This Loan, consisting of eleven (11) pages; Attachment A, Project Summary, consisting of three (3) pages; Attachment B, Non-Recourse Promissory Note, consisting of five (5) pages; Attachment C, Mortgage, consisting of three (3) pages; and Attachment D, Assignment and Pledge of Revenues, consisting of one (1) page, represent the entire and integrated Loan 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 Loan and the language of any attachment or document incorporated by reference, the language of this Loan shall control.
- J. **Ethics.** Borrower 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 Borrower's organization.
- K. **Extensions.** Nothing in this Loan shall be interpreted or deemed to create an expectation that this Loan will be extended beyond the term described herein. Any extension of this Loan 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 Loan or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Loan.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Loan 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.
- M. **Indemnification.** Each party to this Loan shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** Borrower shall function as an independent contractor for the purposes of this Loan and shall not be considered an employee of Council for any purpose. Consistent with the express terms of this Loan, the Borrower shall be free from control or direction over the details of the performance of services under this Loan. Borrower shall assume sole responsibility for any debts or liabilities that may be incurred by the Borrower in fulfilling the terms of this Loan and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Loan. Nothing in this Loan shall be interpreted as authorizing Borrower or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or Council, or to incur any obligation of any kind on behalf of the State of Wyoming or Council. Borrower 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 Borrower or Borrower's agents or employees as a result of this Loan.

- O. Nondiscrimination.** The Borrower 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 related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this Loan.
- P. Notices.** All notices arising out of, or from, the provisions of this Loan shall be in writing either by regular mail or delivery in person at the addresses provided under this Loan.
- Q. 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 Borrower in the performance of this Loan. Upon termination of services, for any reason, Borrower agrees to return all such original and derivative information and documents to the Council in a usable 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.
- R. Prior Approval.** This Loan 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 Loan has been fully executed and approved as to form by the Office of the Attorney General.
- S. Insurance Requirements.** Borrower 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.
- T. 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 Borrower, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.
- U. Severability.** Should any portion of this Loan be judicially determined to be illegal or unenforceable, the remainder of this Loan shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- V. 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 Loan and the Borrower 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 Loan 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.
- W. Taxes.** The Borrower 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.
- X. Termination of Loan.** This Loan may be terminated, without cause, by the Council upon thirty (30) days written notice. Council may terminate this Loan immediately for cause if the Borrower fails to perform in accordance with the terms and conditions of this Loan. In the event of termination under this section, any and all loan repayments obligation shall survive. The Council retains all collection rights contained in this agreement or any related documents. If at any time during the performance of this Loan, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Loan, then, at the sole discretion of the Council and after written notice to the Borrower, the Council may terminate this Loan or any part of it.
- Y. 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 Loan shall not be construed so as to create such status. The rights, duties and obligations contained in this Loan shall operate only between the parties to this Loan and shall inure solely to the benefit of the parties to this Loan. The provisions of this Loan are intended only to assist the parties in determining and performing their obligations under this Loan.
- Z. Time is of the Essence.** Time is of the essence in all provisions of the Loan.
- AA. Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Loan.
- BB. Waiver.** The waiver of any breach of any term or condition in this Loan shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not be deemed to be a waiver.

CC. Counterparts. This Loan may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute on and the same Loan. Delivery by the Borrower of an originally signed counterpart of this Loan by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

**COUNCIL:
WYOMING BUSINESS COUNCIL**

Shawn Reese
Chief Executive Officer
Date _____

Julie Kozlowski, Director
Community Development Division
Date _____

**BORROWER:
CITY OF CODY**

Matthew Hall, Mayor
City of Cody
Date _____

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

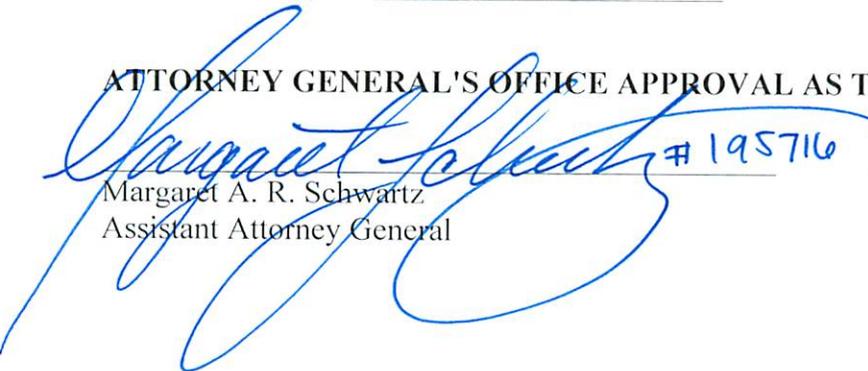
The foregoing instrument was acknowledged before me by
_____, _____, of _____ this _____ day of _____, 201__

Witness my hand and official seal.

Notary Public

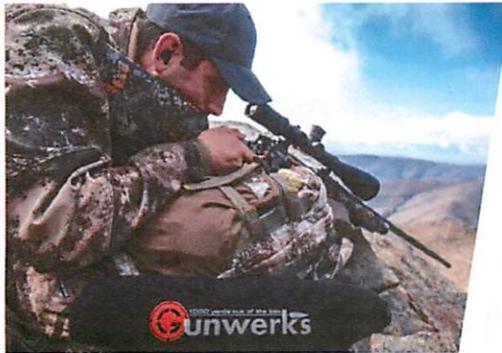
My commission expires: _____

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 #195716
Margaret A. R. Schwartz
Assistant Attorney General
Date 9/4/19

**ATTACHMENT A TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

WYOMING BUSINESS COUNCIL



Business Ready Community Grant and Loan Program
**CITY OF CODY
GUNWERKS MANUFACTURING
FACILITY**

**\$3,000,000 BRC Business Committed
Grant and \$3,000,000 BRC Loan**

WBC Recommendation: Fund as requested

Project Description

The city of Cody requests a \$3 million Business Ready Communities (BRC) Business Committed grant and a \$3 million BRC loan to construct a 36,080 square-foot manufacturing facility for the expansion of Gunwerks firearms production. The proposed facility will incorporate 6,600 square feet of warehouse space, 19,000 square feet of manufacturing, 1,500 of retail space and 9,000 square feet of office space. The building will be built on five acres purchased by Gunwerks and valued at \$265,000, on the north side of Cody. The building will be situated on the property to allow for future expansion. Forward Cody, the local economic development organization, will own the building and the land (via a warranty deed). Gunwerks will lease the building and land from Forward Cody and the land value and lease payments will be credited towards the future purchase.

The Business

Gunwerks was launched in Burlington, Wyoming in 2008. The company was founded by Aaron Davidson, CEO and Mike Davidson, Director of Manufacturing Operations, both are passionate about developing a precision shooting system. The company designs and manufactures high precision long range shooting systems including the rifle, optics, rangefinder and ammunition. Gunwerks also offers a series of training programs for long range shooters at a location in Burlington and other locations around Cody. The training classes are typically one day but there are three levels of training to provide customers the opportunity to gain experience and a comfort level with their rifle. The company markets their shooting systems internationally.

Currently located at 2301 Lt. Childers St. which is 11,500 square feet and was adapted from the building's original use a business incubator, this project will allow Gunwerks to vertically integrate and build their own rifle components. The expanded workspace will allow for upgraded equipment to better fulfill the needs of the company and its customers.

Project Goals and Public Benefits

- Creation of 52 jobs with benefits package by end of Year 5.
- Increase payroll over \$3,000,000 by the end of Year 5.
- Retain 58 current positions.
- Expansion will provide the company the opportunity for consolidation and possible relocation of corporate officers from Salt Lake City.
- The fourth company in Cody to employ over 100 people in the manufacturing industry.
- Over \$5 million in capital investment by Gunwerks in new equipment to meet the needs of their customer base.
- Increase in value added Wyoming products, manufactured and built in Cody.

Lease and Loan Recapitulation

Forward Cody will own the building and will lease it to Gunwerks on a triple-net basis for the rates shown in the table below. Lease payments will cover the debt service. Gunwerks will have option to purchase the building between years 6 and 20.

Term	Annual Lease Rate	Monthly Payment
Years 1-5	\$154,416	\$12,868
Years 6-10	\$169,858	\$14,155
Years 11-15	\$186,843	\$15,570
Years 16-20	\$205,528	\$17,127
Total	\$3,583,225	

The city of Cody is requesting \$3,000,000 BRC loan to match the grant funds. The loan will be amortized over 30 years at a rate of 1.5%. The loan will add \$124,917 in interest payment to the WBC account over the life of the loan. The loan will be personally guaranteed by Gunwerks officers. After the loan payment has been paid, any surplus lease payment funds will be used in the Forward Cody Economic Development fund.

Cost estimates were prepared by Point Architects and the building cost per square foot is \$173.64.

Attorney General Opinion

Pending

WBC Deliberations

The board heard from James Klessens, CEO of Forward Cody, on the background of the company and their growth from a shop in Burlington into

Sources	
BRC amount	\$ 3,000,000
Cash Match (BRC Loan)	\$ 3,000,000
In-Kind Match	\$ 265,000
Total eligible project cost	\$ 6,265,000
BRC % of total eligible project costs	48%
Local % of total eligible project costs	52%
Uses	
Land Acquisition Costs	
Land (In-Kind Match)	\$ 265,000
Non-Construction Costs	
Architectural and Engineering fees	\$ 358,000
Other fees (surveys, tests, etc.)	\$ 7,500
Project inspection fees	\$ 10,000
Construction Costs	
Site work	\$ 871,200
<i>Building Components:</i>	
Electrical Systems	\$ 285,950
Mechanical, plumbing, HVAC systems	\$ 304,192
Landscaping	\$ 35,000
Foundation and/or Structural Framing system	\$ 2,829,048
Total Uses	\$ 6,265,000

the incubator space in Cody and hopefully into their own space in Cody. The board also heard from Aaron Davidson, CEO of Gunwerks. He shared that Gunwerks is not just a firearms and ammunition manufacturer, they are a technology company. They have built multiple products from rangefinders and rifle scopes to engineering the composites for rifle stocks. The company intends to create 52 well-paid positions with benefits. Gunwerks also brings an aspect of tourism to Park County and Cody. The Long-Range University they offer brings people to the area for several days to learn to shoot these firearms.

The board asked if the project could be completed with 90% of the requested amount. Mr. Klessens indicated it could not. Additionally, it was determined that the company's request for a BRC loan was reasonable as it could not be readily obtained in the open market.

WBC Recommendation

The WBC unanimously recommends funding as requested contingent on the company securing the equipment financing.

SLIB Decision The SLIB unanimously funded as requested contingent on the company securing the equipment financing.

Project Overview

City of Cody - Gunwerks					
Purpose	The city of Cody is requesting \$3,000,000 Business Ready Communities (BRC) Business Committed grant funds and \$3,000,000 BRC loan funds to construct a 36,080 square foot manufacturing facility for the expansion of Gunwerks firearms production. The proposed facility will incorporate 6,600 square feet of warehouse space, 19,000 square feet of manufacturing, 1,500 of retail space and 9,000 square feet of office space.				
Project Budget	Projected Grant Expenditure Schedule				
	Description	BRC	Match		Total
			BRC Loan	In-Kind	
	Land		\$ 265,000		\$ 265,000
	Non-Construction Costs	\$ 187,750	\$ 187,750	\$ -	\$ 375,500
	Construction Costs	\$ 2,812,250	\$ 2,812,250	\$ -	\$ 5,624,500
Total Project Cost	\$ 3,000,000	\$ 3,000,000	\$ 265,000	\$ 6,265,000	
	Percentage BRC of all cash:		48%		
Performance Measures	Measure		Quantity	Notes	
	Businesses Assisted		1	Gunwerks	
	Return on Investment		2.15%		
	Loan Repayment		\$ 3,124,918		
	Revenue Recapture		\$7,735 (WBC) \$29,498 (Local)	Increases by 10% every five years	
	County Median Wage		\$ 40,040		
	Median Wage of Jobs Created		\$ 60,363	Median wage at Year 5	
	Jobs to be Created (5 Year Projection)		52		
	Jobs to be Retained		58	Number of employees at project	
	Additional Investment		\$ 5,034,600	Equipment purchase over 5 years	
Project Infrastructure	Acres Developed		5	Gunwerks land purchase and In-	
	New Building Construction		36,080	Square feet	
	Cost/Square foot		\$ 173.64		

**ATTACHMENT B TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**



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 15th 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 8.7.19 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 17th day of August, 2019.

CITY OF CODY:

By: _____

ATTEST:

By: _____



**ATTACHMENT C TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

 ORIGINAL

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 8-7-19, 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, 6th 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, SW1/4SE1/41NE1/4SW1/4

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.

This Mortgage is being granted to the Mortgagee to satisfy the terms and conditions of the Business Ready Community Grant and Loan Program Loan Agreement Between the Wyoming Business Council and the City of Cody, dated Aug 7, 2019, and is hereby incorporated into the Mortgage as if fully set forth herein. Upon Mortgagor's satisfaction of all terms and conditions of this Mortgage, Mortgagee shall relinquish all right, title, and interest in the real property identified herein and shall file a satisfaction of mortgage containing the terms acceptable to Mortgagee in the real property records of Park County, Wyoming.

Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of Wyoming.

DATED this 7th day of August, 2019

City of Cody

By: [Signature]

Name: Matt Hall

Title: Mayer

STATE OF WYOMING)

)ss.

COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Matt Hall, of Cody this 7th day of August, 2019

Witness my hand and official seal.

[Signature]
Notary Public

My commission 11/05/2021



**ATTACHMENT D TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

 ORIGINAL

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 15th 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 Aug 7, 2019. 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 7th day of August, 2019.

Borrower

By: 

Name: Matt Hall

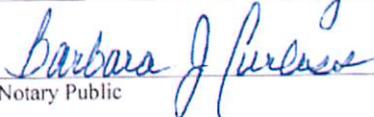
Title: Mayor

STATE OF WYOMING)

)ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Matt Hall, of Cody this 7th day of August, 2019

Witness my hand and official seal.


Notary Public

My commission expires: 11/05/2021



Report Criteria:

Invoice.Detail.Input date = 09/10/2019

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADCOCK, HAROLD (131944)				
	17.0531.13	REFUND UTILITY DEPOSIT	09/04/2019	153.55
Total :				153.55
Total ADCOCK, HAROLD (131944):				153.55
AMERICAN FAMILY LIFE ASSUR (550)				
	981868	AFLAC PREMIUM	09/04/2019	2,541.41
Total :				2,541.41
Total AMERICAN FAMILY LIFE ASSUR (550):				2,541.41
AMERICAN WELDING & GAS, INC. (128592)				
	6571502	OXYGEN/ACETYLENE/CYLINDER RENTAL	08/31/2019	68.79
	6571503	CARBON DIOXIDE/CYLINDER RENTAL	08/31/2019	32.83
Total :				101.62
Total AMERICAN WELDING & GAS, INC. (128592):				101.62
ANIXTER INC (130622)				
	4324174-01	Arrestor, 10 kV MOV Overhead	08/20/2019	722.12
	4324174-01	Arrestor, 10kV MOV Overhead - Transform	08/20/2019	795.96
	4324174-01	FREIGHT	08/20/2019	59.13
Total :				1,577.21
Total ANIXTER INC (130622):				1,577.21
BALLARD PAINTING, INC. (130544)				
	1733	LEGION FLAG POLE PAINTING	08/23/2019	1,942.50
	1733	CHAMBER FLAG POLE PAINTING	08/23/2019	647.50
Total :				2,590.00
Total BALLARD PAINTING, INC. (130544):				2,590.00
BLANKENSHIP QUALITY CONCRETE LLC (1320)				
	1441	CONCRETE REPLACEMENT	08/22/2019	6,154.50
	1441	CONCRETE REPLACEMENT	08/22/2019	417.60
	1441	CONCRETE REPLACEMENT	08/22/2019	2,030.00
Total :				8,602.10
Total BLANKENSHIP QUALITY CONCRETE LLC (1320):				8,602.10
BOBCAT OF BIG HORN BASIN, INC. (128623)				
	082719	BID BOND RETURN 2019-08	08/27/2019	2,569.53
Total :				2,569.53

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total BOBCAT OF BIG HORN BASIN, INC. (128623):				2,569.53
BROWN, AMANDA (131945)				
OR BROWN, LARRY	15.0070.25	REFUND UTILITY DEPOSIT	08/27/2019	126.46
Total :				126.46
Total BROWN, AMANDA (131945):				126.46
CARQUEST AUTO PARTS (10200)				
	2874-IC-382684	credit filter	08/23/2019	18.90-
	2874-IC-382853	belt A12	08/26/2019	19.09-
	2874-IC-383105	credit alternator A12	08/28/2019	192.15-
	2874-IC-383105	credit seal and brakes B28	08/28/2019	36.07-
	2874-IC-383124	credit cores A12	08/29/2019	34.00-
	2874-ID-381009	lamp B08	08/01/2019	5.09
	2874-ID-381037	filters G11	08/01/2019	21.69
	2874-ID-381047	fittings D11	08/01/2019	4.59
	2874-ID-381121	oil WW	08/02/2019	4.59
	2874-ID-381241	filter C05	08/05/2019	19.77
	2874-ID-381241	filter B07	08/05/2019	2.66
	2874-ID-381363	filter SC003	08/06/2019	2.76
	2874-ID-381408	filter A02	08/06/2019	2.66
	2874-ID-381552	filter C01	08/08/2019	11.90
	2874-ID-381552	filter A07	08/08/2019	2.87
	2874-ID-381882	battery B22	08/13/2019	103.17
	2874-ID-381959	filter and oil B29	08/14/2019	38.48
	2874-ID-381959	filter B25	08/14/2019	3.15
	2874-ID-382059	filter C02	08/15/2019	9.45
	2874-ID-382064	filter C02	08/15/2019	19.77
	2874-ID-382120	backup alarm C02	08/15/2019	42.49
	2874-ID-382316	filter A15	08/19/2019	3.15
	2874-ID-382354	belt G11	08/19/2019	4.89
	2874-ID-382394	filter A13	08/20/2019	3.15
	2874-ID-382399	belt G11	08/20/2019	4.89
	2874-ID-382399	credit belt G11	08/20/2019	4.89-
	2874-ID-382502	filter A09	08/21/2019	2.87
	2874-ID-382502	filter A06	08/21/2019	2.87
	2874-ID-382519	brake pads and rotors B28	08/21/2019	122.17
	2874-ID-382577	filter A03	08/22/2019	3.15
	2874-ID-382603	filters A01	08/22/2019	9.10
	2874-ID-382665	cv axle B32	08/23/2019	66.21
	2874-ID-382666	filter	08/23/2019	18.90
	2874-ID-382680	filter A12	08/23/2019	2.87
	2874-ID-382740	belt and alternator A12	08/23/2019	211.24
	2874-ID-382823	brakes and seals B28	08/26/2019	49.75
	2874-ID-382825	filter B13	08/26/2019	2.66
	2874-ID-382919	filter A20	08/27/2019	3.15
	2874-ID-382921	filter PT06	08/27/2019	19.77
	2874-ID-383055	alternator battery belt A12	08/28/2019	396.39
	2874-ID-383057	alternator A12	08/28/2019	27.56
	2874-ID-383111	filter D12	08/29/2019	45.50
	2874-ID-383117	filter D12	08/29/2019	17.15
	2874-ID-383117	filter A08	08/29/2019	3.15
	2874-ID-383117	filters I10	08/29/2019	13.12
	2874-ID-383117	cable C05	08/29/2019	39.30

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,062.95
Total CARQUEST AUTO PARTS (10200):				1,062.95
CENTURY LINK (10091)				
	90119	UTILITIES - CENTURY LINK	09/01/2019	39.31
Total :				39.31
Total CENTURY LINK (10091):				39.31
CHAPMAN, CHAD (131939)				
	17.5302.11	REFUND CREDIT BALANCE	09/03/2019	101.02
Total :				101.02
Total CHAPMAN, CHAD (131939):				101.02
CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509)				
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	113.94
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	76.79
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	119.00
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	55.00
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	1,604.42
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	1,604.42
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	46.19
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	6.63
BLACK HILLS ENERGY	090619	UTILITIES - BLACK HILLS ENERGY	09/06/2019	92.97
BLACK HILLS ENERGY	090619	225 19th Street	09/06/2019	22.51
Total :				3,741.87
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509):				3,741.87
EASTMAN, RINDA (129952)				
	0919	PERSONAL TRAINER - REC CENTER	08/31/2019	364.45
Total :				364.45
Total EASTMAN, RINDA (129952):				364.45
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	37505	PARK RESTROOM SUPPLIES	08/27/2019	524.02
Total :				524.02
Total ENNIST III, ROBERT F (131798):				524.02
HALL, RYAN (131942)				
	7.1690.45	REFUND UTILITY DEPOSIT	08/30/2019	68.18
Total :				68.18
Total HALL, RYAN (131942):				68.18
HARRIS TRUCKING AND CONSTRUCTION CO (7730)				
PARK COUNTY READY MIX	114274	CONCRETE	08/25/2019	125.63

Secondary Name	Invoice	Description	Invoice Date	Total Cost
PARK COUNTY READY MIX	114274	CONCRETE	08/25/2019	693.00
PARK COUNTY READY MIX	114274	CONCRETE	08/25/2019	297.00
Total :				1,115.63
Total HARRIS TRUCKING AND CONSTRUCTION CO (7730):				1,115.63
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	132907	ASPHALT - SUNSHINE AVE	08/08/2019	61,342.27
	132978	ASPHALT - SUNSHINE AVE	08/25/2019	537.99
Total :				61,880.26
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				61,880.26
HENSLEY, MISTY (131936)				
	2029	REC CENTER REFUND	08/28/2019	150.00
Total :				150.00
Total HENSLEY, MISTY (131936):				150.00
JOHNS, JASON (131947)				
	17.2353.11	REFUND UTILITY DEPOSIT	08/27/2019	2.78
Total :				2.78
Total JOHNS, JASON (131947):				2.78
JONES, AMY (129954)				
	090219	PERSONAL TRAINER - REC CENTER	09/02/2019	546.88
Total :				546.88
Total JONES, AMY (129954):				546.88
KENNEDY, JARED (131940)				
	14.0386.30	REFUND UTILITY DEPOSIT	08/30/2019	82.96
Total :				82.96
Total KENNEDY, JARED (131940):				82.96
KITCHEN, SCOTT (129803)				
	83119	MILEAGE REIMBURSEMENT	09/04/2019	39.27
Total :				39.27
Total KITCHEN, SCOTT (129803):				39.27
KRUBECK, LUCAS (130285)				
	0819	PERSONAL TRAINER	09/04/2019	152.54
Total :				152.54
Total KRUBECK, LUCAS (130285):				152.54

Secondary Name	Invoice	Description	Invoice Date	Total Cost
LUNDBERG, DAVID (131946)				
	10.1225.27	REFUND UTILITY DEPOSIT	09/04/2019	198.95
Total :				198.95
Total LUNDBERG, DAVID (131946):				198.95
MIDWEST ENTERPRISES (6650)				
MIDWEST FENCE	34751	GATE ROLLER - NORTH YARD GATE	07/25/2019	62.50
Total :				62.50
Total MIDWEST ENTERPRISES (6650):				62.50
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	9419	PREMIUM	09/04/2019	448.00
Total :				448.00
Total NCPERS GROUP LIFE INS (125412):				448.00
NORCO, INC. (128948)				
	27298863	NITROGEN BOTTLE RENTAL	08/31/2019	24.30
Total :				24.30
Total NORCO, INC. (128948):				24.30
NORTHWEST PIPE (7400)				
	1192636	6" hydrant extension	08/20/2019	574.72
	1193323	12" HYDRANT EXTENSION	08/26/2019	671.10
	CM1183338	THREAD TOP RISER	08/19/2019	264.32-
	CM1188029	10 x 6 TEE	08/19/2019	234.49-
Total :				747.01
Total NORTHWEST PIPE (7400):				747.01
OVERFIELD, WILLIAM (124164)				
	SUB-0819-0001	REFUND OVERPAYMENT ON PERMIT	08/30/2019	3,815.00
Total :				3,815.00
Total OVERFIELD, WILLIAM (124164):				3,815.00
PARK COUNTY (7670)				
	5048	LEC CONTRACT - DISPATCH	09/01/2019	212.22
	5048	LEC CONTRACT - DISPATCH	09/01/2019	3,607.97
	5048	LEC CONTRACT - DISPATCH	09/01/2019	636.70
	5048	LEC CONTRACT - DISPATCH	09/01/2019	16,766.45
	5048	LEC CONTRACT - CAPITOL EQUIPMENT	09/01/2019	4,510.00
	5048	LEC CONTRACT - MAINTENANCE	09/01/2019	2,305.46
	5048	LEC CONTRACT - CONSOLE	09/01/2019	38.89
	5048	LEC CONTRACT - CONSOLE	09/01/2019	661.06
	5048	LEC CONTRACT - CONSOLE	09/01/2019	116.66
	5048	LEC CONTRACT - CONSOLE	09/01/2019	3,071.98
	5048	LEC CONTRACT - UTILITIES	09/01/2019	1,045.36

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				32,972.75
Total PARK COUNTY (7670):				32,972.75
PARK COUNTY ANIMAL SHELTER (5120)				
	90119	ANIMAL SERVICE CONTRACT - SEPT 2019	09/01/2019	3,750.00
Total :				3,750.00
Total PARK COUNTY ANIMAL SHELTER (5120):				3,750.00
PARK COUNTY LANDFILL (129053)				
	083119	LANDFILL CHARGES - AUG 2019	08/31/2019	49.58
	083119	LANDFILL CHARGES - AUG 2019	08/31/2019	71,932.95
Total :				71,982.53
Total PARK COUNTY LANDFILL (129053):				71,982.53
PARK COUNTY SHERIFF (7740)				
	083119	INCARCERATION - AUG 2019	08/31/2019	180.00
Total :				180.00
Total PARK COUNTY SHERIFF (7740):				180.00
PARK COUNTY TREASURER (7760)				
	82719	PROPERTY TAXES	08/27/2019	3,078.00
	82719	PROPERTY TAXES	08/27/2019	40,307.60
	82719	PROPERTY TAXES	08/27/2019	13,489.50
	82719	PROPERTY TAXES	08/27/2019	13,489.50
Total :				70,364.60
Total PARK COUNTY TREASURER (7760):				70,364.60
PETERSON, TAMERA (131943)				
	4.1400.53	REFUND UTILITY DEPOSIT	08/29/2019	292.25
Total :				292.25
Total PETERSON, TAMERA (131943):				292.25
PROVIDENT LIFE & ACCIDENT INS (128033)				
	9419	PREMIUMS	09/04/2019	74.02
Total :				74.02
Total PROVIDENT LIFE & ACCIDENT INS (128033):				74.02
QUALITY ASPHALT PAVING, INC (125010)				
	1965	ASPHALT LAYDOWN - SUNSHINE AVE	08/13/2019	6,457.50
	1976	ASPHALT PATCHING - SUNSHINE AVE	08/20/2019	922.50
Total :				7,380.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total QUALITY ASPHALT PAVING, INC (125010):				7,380.00
REDWOOD TOXICOLOGY LABORATORY (131776)				
	01781020197	CRIME LAB OUTSOURCING	07/31/2019	10.00
Total :				10.00
Total REDWOOD TOXICOLOGY LABORATORY (131776):				10.00
REMINGTON DEVELOPMENT LLC (131941)				
	8.0490.33	REFUND UTILITY DEPOSIT	08/30/2019	479.07
Total :				479.07
Total REMINGTON DEVELOPMENT LLC (131941):				479.07
RICHARD, JACQUE (131938)				
	17.9942.10	REFUND CREDIT BALANCE	09/03/2019	223.38
Total :				223.38
Total RICHARD, JACQUE (131938):				223.38
RIVES, BRITTNEY (130584)				
	2031	REC CENTER REFUND	09/11/2019	60.00
Total :				60.00
Total RIVES, BRITTNEY (130584):				60.00
SABER PEST CONTROLL LLC (131183)				
	AUD130	PEST CONTROL - AUDITORIUM	08/26/2019	80.00
	CH130	PEST CONTROL - CITY HALL	08/26/2019	60.00
	REC130	PEST CONTROL - REC CENTER	08/26/2019	90.00
	REC130	PEST CONTROL - REC CENTER	08/26/2019	90.00
Total :				320.00
Total SABER PEST CONTROLL LLC (131183):				320.00
SCOTT, GERY (131935)				
OR SCOTT, JEFF	2030	REC CENTER REFUND	08/28/2019	35.00
Total :				35.00
Total SCOTT, GERY (131935):				35.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	090119	SMP WATER PURCHASE - AUG 2019	09/01/2019	177,488.34
Total :				177,488.34
Total SHOSHONE MUNICIPAL PIPELINE (9130):				177,488.34
STERLING CODIFIERS (128669)				
	22420	CODIFIERS	08/19/2019	665.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				665.00
Total STERLING CODIFIERS (128669):				665.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	14876	OUTSOURCE BILLS	08/28/2019	16.07
ADVANCED INFO SYSTEMS	14876	OUTSOURCE BILLS	08/28/2019	99.30
ADVANCED INFO SYSTEMS	14876	OUTSOURCE BILLS	08/28/2019	90.92
ADVANCED INFO SYSTEMS	14876	OUTSOURCE BILLS	08/28/2019	90.31
ADVANCED INFO SYSTEMS	14876	OUTSOURCE BILLS	08/28/2019	112.21
Total :				408.81
Total SYSTEMS GRAPHICS INC (129162):				408.81
U S BANK PURCHASE CARD (129981)				
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	advertising - vacancies aquatic	09/06/2019	25.25
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	computer adapters	09/06/2019	12.58
	090619	Bath Towels, Mats & Rags	09/06/2019	55.27
	090619	Scissor lift rental-cleaning week	09/06/2019	376.00
	090619	Utilities - TCT	09/06/2019	268.15
	090619	Soap, Air freshener, Scrub pads	09/06/2019	14.07
	090619	scrub pads	09/06/2019	76.48
	090619	Sand paper for cleaning slide	09/06/2019	71.89
	090619	Grit tape and pumice stones	09/06/2019	112.53
	090619	Grit tape for slide and guard chairs	09/06/2019	24.39
	090619	Grit tape for slide and guard chairs	09/06/2019	24.39
	090619	Grip tape for slide stairs and guard chairs	09/06/2019	54.12
	090619	Pool Grout	09/06/2019	32.95
	090619	pressure washing wands	09/06/2019	19.98
	090619	Fall Brochure 2019	09/06/2019	317.00
	090619	Gas Monitor Calibration	09/06/2019	44.00
	090619	Tape refill, Paperclips, binders, desk organizers	09/06/2019	74.72
	090619	Balance ball chair ball	09/06/2019	21.98
	090619	Nuts and bolts, spray paint, lemon oil for slide	09/06/2019	70.63
	090619	Paint, Hose Repair ends, sandpaper	09/06/2019	98.90
	090619	Spray paint, nuts and bolts	09/06/2019	47.73
	090619	tape for aquatics	09/06/2019	12.99
	090619	Band-aids, gauze, glucose, wrap, tape	09/06/2019	133.77
	090619	Pool Rules safety signage	09/06/2019	110.98
	090619	C02	09/06/2019	712.50
	090619	Community CPR class	09/06/2019	120.00
	090619	Parts for the fish slide	09/06/2019	24.58
	090619	Parts for tumble Buckets	09/06/2019	23.96
	090619	New multi-port lid for spa filter	09/06/2019	99.89
	090619	Parts for repair of tumble buckets	09/06/2019	31.08
	090619	Therapy stair repair grip tape	09/06/2019	24.95
	090619	Tubs, Batteries, Carabiners	09/06/2019	116.47
	090619	Tubs, Storage, brushes for cleaning week	09/06/2019	110.67
	090619	Thread lock, nuts & bolts (08/06/19 purchase card)	09/06/2019	8.19
Total Aquatics:				4,585.37
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	Fall Brochure 2019	09/06/2019	158.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	youth sports	09/06/2019	1,181.40
	090619	youth sports	09/06/2019	699.72
	090619	youth sports	09/06/2019	193.59
	090619	youth sports	09/06/2019	554.26
	090619	youth sports	09/06/2019	299.60
	090619	youth sports	09/06/2019	44.94
	090619	Fall Brochure 2019	09/06/2019	158.50
	090619	co-ed softball trophy	09/06/2019	95.95
	090619	Utilities - TCT	09/06/2019	62.40
	090619	mini golf 2 cycle oil	09/06/2019	16.74
	090619	mini golf water	09/06/2019	6.67
Total Athletics:				3,580.60
	090619	advertising - vacancies facilities	09/06/2019	63.25
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	Lock repair at Recycle	09/06/2019	45.99
	090619	Motor to repair A/C at City Hall	09/06/2019	823.43
	090619	Rug Service	09/06/2019	90.86
	090619	Utilities - TCT	09/06/2019	1,051.69
	090619	Utilities - Verizon	09/06/2019	96.19
	090619	TV mount for conference room at city hall	09/06/2019	19.98
	090619	B24 Key	09/06/2019	95.35
	090619	vehicle maintenance subscription	09/06/2019	26.25
	090619	Rug service	09/06/2019	132.09
	090619	Utilities - TCT	09/06/2019	56.45
Total City Facilities:				3,605.53
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	vehicle maintenance subscription	09/06/2019	39.45
	090619	Geospatial Info Tech Association dues	09/06/2019	150.00
	090619	Training - WyGEO/Wyopass Fall Conference	09/06/2019	232.88
	090619	advertising, Wage Listing, Minutes, Bids, Ordinances Liquor Application	09/06/2019	105.75
	090619	Utilities - Verizon	09/06/2019	168.08
Total Community Development:				1,908.49
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	random drug testing	09/06/2019	36.00
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	Utilities - TCT	09/06/2019	88.21
	090619	G03 and G10 parts	09/06/2019	49.78
	090619	vehicle maintenance subscription	09/06/2019	144.75
	090619	Donuts for 2019 Cody Hotline School	09/06/2019	134.82
	090619	safety glasses	09/06/2019	32.95
	090619	Subscription - Communication Bulletin for Managers & Supervisors	09/06/2019	295.00
	090619	Explorer Wash	09/06/2019	9.24
	090619	meter seal inserts	09/06/2019	317.93
	090619	fuses;conduit for street lights	09/06/2019	280.35
	090619	filter for bucket trk	09/06/2019	18.90
	090619	Utilities - Verizon	09/06/2019	186.35
	090619	red paint for locating	09/06/2019	52.92
	090619	Cable cleaner	09/06/2019	33.81
	090619	rags; shop towels	09/06/2019	41.95
	090619	ratchet cutters	09/06/2019	347.81

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	This is the weed sprayer	09/06/2019	16.99
	090619	sonatube for light bases	09/06/2019	456.54
	090619	street light wire	09/06/2019	86.39
	090619	Utilities - Verizon	09/06/2019	186.35
	090619	concrete for vault/lid	09/06/2019	342.50
	090619	chairs for concrete vaults	09/06/2019	5.38
	090619	heat shrink	09/06/2019	167.75
	090619	heat shrink	09/06/2019	40.26
	090619	pvc elbows and couplings	09/06/2019	43.55
	090619	Overnight card delivery	09/06/2019	20.00
Total Electric:				4,648.81
	090619	Charge error	09/06/2019	6.00
	090619	GASB annual subscription	09/06/2019	278.00
	090619	Subscription - Business Prime	09/06/2019	108.00
	090619	Toner cartridges, keyboard	09/06/2019	1,250.95
	090619	electrical wall cord cover	09/06/2019	16.82
	090619	power adapter	09/06/2019	6.99
	090619	toner	09/06/2019	89.89
	090619	Ink Postage Machine	09/06/2019	54.97
	090619	Rubber bands	09/06/2019	6.99
	090619	File folders, index tabs	09/06/2019	60.84
	090619	Monthly tab index's	09/06/2019	9.74
	090619	advertising, Wage Listing, Minutes, Bids, Ordinances Liquor Application	09/06/2019	834.25
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	dotgov renewal	09/06/2019	400.00
	090619	software - duplicate charge - will credit on next months bill	09/06/2019	3,235.44
	090619	software - endpoint security cloud plus	09/06/2019	3,100.62
	090619	computer components cables (3)	09/06/2019	22.77
	090619	phone -	09/06/2019	124.99
	090619	Computer components - external hard drive, cables	09/06/2019	22.46
	090619	vehicle maintenance subscription	09/06/2019	26.25
	090619	Risk assessments	09/06/2019	287.48
	090619	Utilities - Verizon	09/06/2019	26.08
	090619	Ink Postage Machine	09/06/2019	50.00
	090619	File folder labels	09/06/2019	29.98
	090619	Food - leadership work shop	09/06/2019	31.58
	090619	meeting expense	09/06/2019	4.12
	090619	Meeting expense	09/06/2019	19.58
	090619	advertising, Wage Listing, Minutes, Bids, Ordinances Liquor Application	09/06/2019	1,221.85
	090619	dues rotary	09/06/2019	126.00
	090619	WAM Winter Managers Meeting- Lodging	09/06/2019	218.00
	090619	Utilities - Verizon	09/06/2019	44.03
	090619	advertising - agendas	09/06/2019	170.00
	090619	advertising - Wage Listing, Minutes, Ordinances Liquor Application	09/06/2019	140.35
	090619	File folders	09/06/2019	57.20
Total General Government:				13,186.22
	090619	ice cream social toppings	09/06/2019	11.96
	090619	toppings for ice cream social	09/06/2019	41.04
Total Lodging Tax Fund:				53.00
	090619	Subscription - Business Prime	09/06/2019	108.33

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	advertising - vacancies - parks	09/06/2019	68.00
	090619	advertising parks	09/06/2019	68.00
	090619	Advertising Vacancies	09/06/2019	58.40
	090619	pre-employment and random drug testing	09/06/2019	135.00
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	Utilities - TCT	09/06/2019	87.86
	090619	Cleaning supplies	09/06/2019	11.99
	090619	Trailer plug	09/06/2019	3.07-
	090619	B07 tires	09/06/2019	599.08
	090619	I 07 parts	09/06/2019	406.50
	090619	I11 parts	09/06/2019	53.70
	090619	F05 and K06 tires	09/06/2019	125.34
	090619	I 03 parts	09/06/2019	28.38
	090619	I 10 parts	09/06/2019	78.42
	090619	I 10 parts	09/06/2019	932.92
	090619	I 11 parts	09/06/2019	44.56
	090619	I 11 parts return	09/06/2019	23.78-
	090619	Sweeper oil	09/06/2019	11.99
	090619	Vehicle oil/grease	09/06/2019	24.77
	090619	vehicle maintenance subscription	09/06/2019	328.95
	090619	Arbor Day dues	09/06/2019	15.00
	090619	Utilities - Verizon	09/06/2019	110.86
	090619	City Park mainstreet bed	09/06/2019	359.80
	090619	BBQ Grill replacements	09/06/2019	112.00
	090619	Irrigation splitter	09/06/2019	18.99
	090619	PVC adapters	09/06/2019	3.48
	090619	Pesticide for park grounds	09/06/2019	9.98
	090619	Weed and pest control	09/06/2019	750.00
	090619	Legion bug spray/vault air freshener	09/06/2019	40.62
	090619	Mosquito repellent	09/06/2019	7.49
	090619	Cleaning supplies/pruning	09/06/2019	4.59
	090619	Paint supplies/digging bar	09/06/2019	55.50
	090619	Bungee cords	09/06/2019	2.79
	090619	Bolts	09/06/2019	17.88
	090619	Nuts	09/06/2019	.46
	090619	Paint	09/06/2019	30.59
	090619	Paint supplies	09/06/2019	32.37
	090619	Painting supplies	09/06/2019	11.95
	090619	Painting supplies	09/06/2019	6.49
	090619	Painting supplies	09/06/2019	15.99
	090619	Rust inhibitor	09/06/2019	7.00
	090619	Shelter paint	09/06/2019	363.74
	090619	Thread seal tape	09/06/2019	1.99
	090619	Washer/Dryer	09/06/2019	1,199.99
	090619	Leaf vacuum	09/06/2019	3,803.17
	090619	Leaf vacuum credit	09/06/2019	1.41-
	090619	Leaf vacuum ghost charge	09/06/2019	1.41
	090619	Digging bar	09/06/2019	44.99
	090619	Pruning saw	09/06/2019	22.99
	090619	Pruning saw	09/06/2019	21.99
	090619	Tools	09/06/2019	42.98
	090619	Flashlight	09/06/2019	12.99
	090619	Concrete cornhole boards/bags	09/06/2019	3,838.73
	090619	Field layout - paint	09/06/2019	5.79
	090619	Field layout - paint	09/06/2019	5.79
	090619	Lacrosse layout paint	09/06/2019	8.99
	090619	Soccer goal caribeners	09/06/2019	7.47
	090619	Irrigation - couplers, adapers & clamps	09/06/2019	20.61

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	Irrigation heads	09/06/2019	542.29
	090619	Irrigation - solenoid	09/06/2019	171.00
	090619	PVC pipe, elbows	09/06/2019	9.74
	090619	Irrigation heads	09/06/2019	542.00
	090619	Splash pad equipment storage	09/06/2019	85.00
	090619	nuts & bolts	09/06/2019	1.30
	090619	Mower blades	09/06/2019	206.01
Total Parks:				16,822.72
	090619	Subscription - Business Prime	09/06/2019	108.00
	090619	10 Years of Service	09/06/2019	35.78
	090619	15 Years of Service	09/06/2019	119.92
	090619	random drug testing	09/06/2019	99.00
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	computer components - cables	09/06/2019	22.98
	090619	Wireless Mice (4), Computer Sleeves (IPADS 4)	09/06/2019	127.65
	090619	Utilities - TCT	09/06/2019	66.45
	090619	A07 parts	09/06/2019	96.40
	090619	advertising - Wage Listing, Minutes, Bids, Ordinances Liquor Application	09/06/2019	209.85
	090619	vehicle maintenance subscription	09/06/2019	328.95
	090619	Lodging	09/06/2019	921.25
	090619	C01 Car wash	09/06/2019	11.00
	090619	C01 Car wash	09/06/2019	11.00
	090619	Utilities - Verizon	09/06/2019	128.07
	090619	computer components - dvd-rw (2) hdmi cables	09/06/2019	32.45
	090619	Computer components - external hard drive, cables	09/06/2019	17.32
	090619	Letterhead paper	09/06/2019	63.08
	090619	Uniform cleaning	09/06/2019	17.32
	090619	C11 Car wash	09/06/2019	3.65
	090619	C11 Car wash	09/06/2019	5.61
	090619	C11 Car wash	09/06/2019	4.60
	090619	Utilities - Verizon	09/06/2019	44.03
	090619	Utilities - Verizon	09/06/2019	44.03
	090619	C11 Uniform & Clothing	09/06/2019	161.17
	090619	Duty boots	09/06/2019	155.00
	090619	C31 Travel, Training & Education	09/06/2019	495.00
	090619	Fuel to/from WLEA	09/06/2019	44.55
	090619	C12 Car wash	09/06/2019	9.00
	090619	C12 Car wash	09/06/2019	9.00
	090619	C05 Car wash	09/06/2019	9.00
	090619	C19 Car wash	09/06/2019	9.00
	090619	C06 Car wash	09/06/2019	9.00
	090619	C06 Car wash	09/06/2019	9.00
	090619	C06 Car wash	09/06/2019	9.00
	090619	C23 Car wash	09/06/2019	9.00
	090619	C23 Car wash	09/06/2019	9.00
	090619	C23 Car wash	09/06/2019	9.00
	090619	C22 Car wash	09/06/2019	4.34
	090619	C22 Car wash	09/06/2019	4.49
	090619	C21 Car wash	09/06/2019	9.00
	090619	C21 Car wash	09/06/2019	9.00
	090619	C24 Car wash	09/06/2019	6.83
	090619	C15 Car wash	09/06/2019	9.00
	090619	C04 Car wash	09/06/2019	9.00
	090619	C04 Car wash	09/06/2019	2.00
	090619	C04 Car wash	09/06/2019	9.00
	090619	C04 Car wash	09/06/2019	9.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	C04 Car wash	09/06/2019	9.00
	090619	C20 Car wash	09/06/2019	10.00
	090619	C17 Car wash	09/06/2019	9.00
	090619	C07 Car wash	09/06/2019	4.88
	090619	C07 Car wash	09/06/2019	9.00
	090619	Utilities - Verizon	09/06/2019	626.11
	090619	Plates, utensils, cups, coffee, Kleenex	09/06/2019	230.97
	090619	Paper towels, Windex, dish soap, dish wand	09/06/2019	22.64
	090619	Steel Targets	09/06/2019	1,972.17
	090619	C31 Postage & Shipping - Discovery shipping	09/06/2019	10.53
	090619	C31 Postage & Shipping; Stamps	09/06/2019	125.00
	090619	C03 Postage & Shipping - UA to Lab	09/06/2019	10.53
	090619	C03 Postage & Shipping - UA to Lab x2	09/06/2019	21.49
	090619	C03 Postage & Shipping - UA to Lab x2	09/06/2019	21.06
	090619	C03 Postage & Shipping - UA to Lab x2	09/06/2019	21.06
	090619	C14 Evidence Shipping - UA to Lab	09/06/2019	10.53
	090619	Pocket Traffic Manuals	09/06/2019	824.01
	090619	WY Court Rules Annotated	09/06/2019	1,711.38
	090619	C08 Uniform & Clothing - Sales tax REFUND	09/06/2019	2.60-
	090619	C08 Uniform & Clothing - Uniform embroidery	09/06/2019	8.00
	090619	Misc Equip; Portable radio mics, earpieces	09/06/2019	160.30
	090619	C05 Uniform & Clothing - Uniform cleaning	09/06/2019	6.29
	090619	C18 Uniform & Clothing - Duty boots	09/06/2019	365.00
	090619	C06 Uniform & Clothing - Uniform embroidery	09/06/2019	20.00
	090619	C21 Uniform & Clothing - inner duty belt	09/06/2019	21.01
	090619	C21 Uniform & Clothing - inner duty belt	09/06/2019	21.02
	090619	C09 Uniform & Clothing	09/06/2019	106.88
	090619	C09 Uniform & Clothing	09/06/2019	36.01
	090619	C15 Uniform & Clothing - Duty boots	09/06/2019	365.00
	090619	C20 Uniform & Clothing	09/06/2019	53.90
	090619	Duty shirts and pants	09/06/2019	116.04
	090619	C17 Uniform & Clothing - Duty boots	09/06/2019	190.27
	090619	C07 Uniform & Clothing	09/06/2019	343.28
	090619	C07 Uniform & Clothing - Duty undershirts	09/06/2019	20.79
	090619	C07 Uniform & Clothing - Duty undershirts	09/06/2019	62.36
	090619	C07 uniform & Clothing - Earpiece for radio	09/06/2019	28.03
	090619	Bomb robot battery	09/06/2019	156.78
	090619	C25 Car wash	09/06/2019	9.00
	090619	C03 Car wash	09/06/2019	9.00
	090619	Business Cards C25	09/06/2019	30.24
	090619	Utilities - Verizon	09/06/2019	176.12
	090619	C30 Evidence room keys	09/06/2019	184.00
	090619	Utilities - Verizon	09/06/2019	34.34
	090619	C17 Uniform & Clothing	09/06/2019	93.38
				<hr/>
Total Police:				12,903.57
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	15 Years of Service	09/06/2019	59.96
	090619	advertising -vacancies street	09/06/2019	82.50
	090619	pre-employment and random drug testing	09/06/2019	32.50
	090619	random drug testing	09/06/2019	40.50
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	Security system repairs.	09/06/2019	99.84
	090619	Utilities - TCT	09/06/2019	97.80
	090619	B32 tires	09/06/2019	564.84
	090619	G03 and G10 parts	09/06/2019	41.21
	090619	Parts	09/06/2019	301.83

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	F05 and K06 tires	09/06/2019	1,290.20
	090619	K05 tires	09/06/2019	161.06
	090619	Bobcat broom	09/06/2019	791.58
	090619	parts washer fluid	09/06/2019	4.60
	090619	Fitting F04	09/06/2019	2.52
	090619	F07 broom	09/06/2019	510.66
	090619	sweeper brooms	09/06/2019	2,678.00
	090619	sweeper brooms	09/06/2019	813.34
	090619	advertising Wage Listing, Minutes, Bids, Ordinances Liquor Application	09/06/2019	384.95
	090619	vehicle maintenance subscription	09/06/2019	302.70
	090619	shop supplies	09/06/2019	6.99
	090619	screws, disp gloves	09/06/2019	102.98
	090619	Parts shipping	09/06/2019	12.01
	090619	Parts shipping	09/06/2019	25.88
	090619	Parts shipping	09/06/2019	25.88
	090619	Rechargeable light	09/06/2019	48.00
	090619	6 pc. Terminal tool kit	09/06/2019	154.00
	090619	Utilities - Verizon	09/06/2019	44.03
	090619	Utilities - Verizon	09/06/2019	40.01
	090619	Roofing felt	09/06/2019	116.34
	090619	Utilities - Verizon	09/06/2019	162.28
	090619	Water cooler	09/06/2019	97.00
	090619	Shipping	09/06/2019	25.88
	090619	ear plugs and safety glasses	09/06/2019	127.10
	090619	coveralls	09/06/2019	93.49
	090619	R-tape and ped sign reflective	09/06/2019	1,587.00
	090619	sign reflective and film	09/06/2019	1,343.78
	090619	Sign bolts	09/06/2019	35.04
	090619	Sign bolts	09/06/2019	18.85
Total Public Works:				13,539.46
	090619	Subscription - Business Prime	09/06/2019	108.03
	090619	10 Years of Service	09/06/2019	35.78
	090619	15 Years of Service	09/06/2019	59.96
	090619	advertising - vacancies - rec center	09/06/2019	25.25
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	network switching	09/06/2019	1,746.78
	090619	clock for west gym	09/06/2019	8.99
	090619	doors for rec center	09/06/2019	26.01
	090619	clips for verticle blinds	09/06/2019	23.16
	090619	lights at rec center	09/06/2019	115.36
	090619	air filters for Rec Center	09/06/2019	2,080.46
	090619	lights for rec center	09/06/2019	115.36
	090619	lights at rec	09/06/2019	115.36
	090619	Bath Towels, Mats & Rags	09/06/2019	55.27
	090619	Scissor lift rental-cleaning week	09/06/2019	377.75
	090619	power washer	09/06/2019	180.00
	090619	power washer	09/06/2019	102.38-
	090619	Utilities - TCT	09/06/2019	268.15
	090619	cleaning supplies	09/06/2019	1.77
	090619	pressure washing wands	09/06/2019	19.98
	090619	cleaning supplies	09/06/2019	180.84
	090619	cleaning supplies	09/06/2019	19.98
	090619	cleaning supplies	09/06/2019	24.97
	090619	cleaning supplies	09/06/2019	18.98
	090619	Tissues	09/06/2019	13.94
	090619	vehicle maintenance subscription	09/06/2019	26.25

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	WRPA Conference	09/06/2019	225.00
	090619	Fall Brochure 2019	09/06/2019	79.25
	090619	Utilities - Verizon	09/06/2019	114.14
	090619	Swiffer cleaners	09/06/2019	19.27
	090619	toner for front desk	09/06/2019	158.89
	090619	Fan for spin room	09/06/2019	30.68
	090619	spotify music	09/06/2019	9.99
	090619	refrigerator for rec office.	09/06/2019	139.00
	090619	pre-employment drug test, cdl test rec center Debbie	09/06/2019	32.50
	090619	random drug testing	09/06/2019	9.00
	090619	Fall Brochure 2019	09/06/2019	317.00
	090619	KOM snacks	09/06/2019	52.19
	090619	KOM field trip	09/06/2019	280.00
	090619	Tiny Tots and ASAP supplies	09/06/2019	112.07
	090619	Fall Brochure 2019	09/06/2019	317.00
	090619	replace fitness equipment	09/06/2019	266.30
	090619	Fall Brochure 2019	09/06/2019	79.25
	090619	equipment repairs	09/06/2019	241.52
	090619	advertising - concerts in park	09/06/2019	519.00
	090619	advertising - concerts in park, rec programs	09/06/2019	550.00
	090619	advertising, concerts in park	09/06/2019	440.00
	090619	Fall Brochure 2019	09/06/2019	158.50
	090619	advertising - rec programs	09/06/2019	453.00
	090619	advertising - rec programs	09/06/2019	627.00
	090619	advertising - concerts in park	09/06/2019	238.52
	090619	advertising parks, concerts in the park	09/06/2019	433.52
	090619	advertising, concerts in park	09/06/2019	320.00
				12,872.59
Total Recreation Center:				
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	pre-employment and random drug testing	09/06/2019	77.50
	090619	pre-employment drug test, cdl test rec center Debbie	09/06/2019	32.50
	090619	random drug testing	09/06/2019	40.50
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	Utilities - TCT	09/06/2019	86.71
	090619	C04 parts	09/06/2019	24.90
	090619	C05 parts	09/06/2019	102.73
	090619	C06 cylinder	09/06/2019	5,678.01
	090619	C06 parts	09/06/2019	25.40
	090619	Bearing for Baler	09/06/2019	102.86
	090619	C01 and C06 parts	09/06/2019	82.66
	090619	C02 parts	09/06/2019	41.20
	090619	C07 Parts	09/06/2019	26.70
	090619	Cable for Baler	09/06/2019	7.36
	090619	Air filters, bulbs	09/06/2019	132.84
	090619	DEF	09/06/2019	177.45
	090619	mud flap	09/06/2019	15.19
	090619	Wiper blade & vent plug	09/06/2019	48.16
	090619	transmission for C01	09/06/2019	5,200.31
	090619	forklift tires	09/06/2019	22.95
	090619	vehicle maintenance subscription	09/06/2019	144.75
	090619	Hub Oil	09/06/2019	9.08
	090619	Utilities - Verizon	09/06/2019	14.53
	090619	drinking water	09/06/2019	11.94
	090619	drinking water	09/06/2019	9.49
	090619	Utilities - Verizon	09/06/2019	35.22
	090619	propane	09/06/2019	1.18

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	propane	09/06/2019	1.20
	090619	propane	09/06/2019	2.17
	090619	propane	09/06/2019	1.90
	090619	propane	09/06/2019	1.18
	090619	trash cans and glue	09/06/2019	11.98
	090619	embroidery uniform shirts	09/06/2019	61.75
	090619	uniform shirts	09/06/2019	87.25
	090619	trash can, shovel	09/06/2019	101.96
	090619	trash cans and glue	09/06/2019	51.98
	090619	Utilities - Verizon	09/06/2019	8.81
	090619	propane	09/06/2019	22.44
	090619	propane	09/06/2019	22.72
	090619	propane	09/06/2019	41.18
	090619	propane	09/06/2019	36.10
	090619	propane	09/06/2019	22.44
	090619	gloves	09/06/2019	12.45
	090619	pipe for can trailer	09/06/2019	27.60
Total Solid Waste:				13,879.56
	090619	Chip seal tabs	09/06/2019	415.00
	090619	felt for chip seal	09/06/2019	121.02
	090619	felt for chip seal	09/06/2019	77.76
	090619	felt for chip seal	09/06/2019	121.26
	090619	conduit for street light move	09/06/2019	30.59
	090619	wire for light feed repairs	09/06/2019	49.13
Total Specific Purpose Tax Fund:				814.76
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	random drug testing	09/06/2019	13.50
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	Security system repairs.	09/06/2019	99.83
	090619	Utilities - TCT	09/06/2019	100.76
	090619	vehicle maintenance subscription	09/06/2019	65.85
	090619	Utilities - Verizon	09/06/2019	34.98
	090619	Manhole rings	09/06/2019	2,211.50
	090619	Utilities - Verizon	09/06/2019	39.12
	090619	glass cleaner	09/06/2019	7.99
	090619	nuts and bolts	09/06/2019	15.14
	090619	Utilities - Verizon	09/06/2019	39.12
	090619	Lab chemicals	09/06/2019	36.66
Total Waste Water:				3,876.78
	090619	Subscription - Business Prime	09/06/2019	108.33
	090619	random drug testing	09/06/2019	22.50
	090619	Software - G Business Suite renewal	09/06/2019	1,104.00
	090619	Security system repairs.	09/06/2019	99.83
	090619	Utilities - TCT	09/06/2019	97.80
	090619	vehicle maintenance subscription	09/06/2019	65.85
	090619	Utilities - Verizon	09/06/2019	34.53
	090619	Gloves	09/06/2019	24.56
	090619	Ear Plugs	09/06/2019	39.43
	090619	safety glasses	09/06/2019	30.95
	090619	3/4" gate valve	09/06/2019	13.99
	090619	1" poly pipe	09/06/2019	40.00
	090619	galvanized couplers	09/06/2019	52.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	090619	galvanized couplings and pipe	09/06/2019	624.54
	090619	galvanized couplings and pipe	09/06/2019	10.54
	090619	brass fittings	09/06/2019	292.16
	090619	1/2" valve	09/06/2019	9.99
	090619	brass fitting	09/06/2019	7.14
	090619	concrete blocks	09/06/2019	16.29
	090619	brass fittings	09/06/2019	43.12
	090619	brass fittings	09/06/2019	43.09
	090619	gauges, brass fittings	09/06/2019	48.34
	090619	hex bushing	09/06/2019	11.98
	090619	bobcat rental	09/06/2019	150.75
	090619	Utilities - Verizon	09/06/2019	39.12
	090619	tape and insulation	09/06/2019	6.88
	090619	water for shut down	09/06/2019	19.79
	090619	CO2	09/06/2019	51.93
	090619	CO2 for freezers	09/06/2019	55.32
	090619	hose clamps	09/06/2019	27.80
	090619	shop towels	09/06/2019	16.98
	090619	motherboard shipping	09/06/2019	16.34
	090619	water sample shipping	09/06/2019	55.09
	090619	water sample shipping	09/06/2019	54.46
	090619	water sample shipping	09/06/2019	54.59
	090619	Embroidery	09/06/2019	60.00
	090619	uniform shirts	09/06/2019	49.75
	090619	blowoff hydrant wrench	09/06/2019	60.00
	090619	check valves for meters	09/06/2019	456.60
	090619	flushing hydrant	09/06/2019	675.00
	090619	flushing hydrant parts	09/06/2019	975.06
	090619	pvc parts	09/06/2019	4.98
	090619	Bronze 90	09/06/2019	4.80
	090619	valve and bushings	09/06/2019	45.95
	090619	Utilities - Verizon	09/06/2019	13.04
	090619	work boots Mark	09/06/2019	200.00
Total Water:				5,935.89
Total U S BANK PURCHASE CARD (129981):				112,213.35
UNUM LIFE INSURANCE - LIFE (127935)				
	9419	PREMIUM	09/04/2019	1,650.22
Total :				1,650.22
Total UNUM LIFE INSURANCE - LIFE (127935):				1,650.22
UTILITY LINE DESIGN, LLC (129108)				
	1565	UTILITY LINE DESIGN DUES	08/20/2019	250.00
Total :				250.00
Total UTILITY LINE DESIGN, LLC (129108):				250.00
WESCO RECEIVABLES CORP (131137)				
WESCO DBA:WESCO/KVA/MODERN	355338	TAP WIRE - INSULATED	08/09/2019	2,677.50
WESCO DBA:WESCO/KVA/MODERN	355339	BLANK ORANGE TAGS	08/09/2019	178.92
Total :				2,856.42

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WESCO RECEIVABLES CORP (131137):				2,856.42
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	4139991	Xfmr 1ph 25 kVA URD 120/240-7.2	08/27/2019	3,926.08
	4140247	Vault, 1 phase transf	08/23/2019	214.57
	4140247	FREIGHT	08/23/2019	98.16
Total :				4,238.81
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				4,238.81
WOOD, MICHAEL (131937)				
	082719	OVERPAYMENT ON MC-1908-032	08/27/2019	10.00
Total :				10.00
Total WOOD, MICHAEL (131937):				10.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	9419	Contributions	09/04/2019	14,225.23
WORKERS COMPENSATION DIV	9419	Volunteers PD	09/04/2019	17.06
WORKERS COMPENSATION DIV	9419	Volunteers Rec	09/04/2019	102.38
Total :				14,344.67
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				14,344.67
WYOMING MUNICIPAL POWER AGENCY (10920)				
	090119	POWER PURCHASE - AUG 2018	09/01/2019	772,289.99
	090119	POWER PURCHASE - AUG 2018	09/01/2019	69,612.90
Total :				841,902.89
Total WYOMING MUNICIPAL POWER AGENCY (10920):				841,902.89
WYOMING RETIREMENT SYSTEM (10950)				
	179553	CONTRIBUTIONS -	09/06/2019	17,662.81
	179554	CONTRIBUTIONS -	09/06/2019	36,081.32
	179555	CONTRIBUTIONS -	09/06/2019	24,221.86
Total :				77,965.99
Total WYOMING RETIREMENT SYSTEM (10950):				77,965.99
ZIVARO INC (131755)				
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	28.10
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	249.03
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	9.26
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	25.48
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	45.05
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	31.95
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	319.47
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	42.60
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	25.48
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	21.30
	IS043919	EVAULT CLOUD DATA STORAGE	08/27/2019	21.28

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				819.00
Total ZIVARO INC (131755):				819.00
Grand Totals:				<u>1,516,366.86</u>

Report GL Period Summary

GL Period	Amount
09/19	1,516,366.86
Grand Totals:	<u>1,516,366.86</u>

Vendor number hash: 6280901
 Vendor number hash - split: 74145101
 Total number of invoices: 104
 Total number of transactions: 654

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,516,366.86	.00	1,516,366.86
Grand Totals:	<u>1,516,366.86</u>	<u>.00</u>	<u>1,516,366.86</u>
		Payroll 09/04/19	249,732.78
			<u>1,766,099.64</u>

Report Criteria:

Invoice.Detail.Input date = 09/10/2019
 Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: SEPTEMBER 17, 2019
 DEPARTMENT: COMMUNITY DEVELOPMENT
 PREPARED BY: TODD STOWELL, AICP
 CITY ADM. APPROVAL: _____
 PRESENTED BY: TODD STOWELL

SUMMARY REPORT

AUTHORIZE LAND TRADE BETWEEN CITY OF CODY AND MUSEUM OF THE OLD WEST (OLD TRAIL TOWN)

ACTION TO BE TAKEN

Approve the mayor to sign a boundary line adjustment survey and execute a deed on behalf of the City to trade approx. 2,001 sq. ft. of City property located just south of the Old Trail Town entrance (1831 Demaris Street, Cody, WY) for approximately 2,001 sq. ft. of property at the west end of the Old Trail Town (Museum of the Old West) property, pursuant to Wyoming Statute §15-1-112(b).

SUMMARY

On July 16, 2019, the City Council authorized a memorandum of understanding with the Museum of the Old West and Friends of Park County History indicating their intent to consider a land trade between the City of Cody and the Museum of the Old West, pursuant to Wyoming Statute §15-1-112(b). The memorandum of understanding also addressed the lease with Friends of Park County History that encumbered the City-owned piece of property that would be traded. The required public hearing to consider the land trade has been properly advertised for the September 17, 2019 Council meeting. Each piece of property has an estimated value of \$8,000.00.



If, after holding the public hearing, the City Council determines that the land trade is in the public interest, they will need to authorize the mayor to sign the associated boundary line adjustment survey and a deed to transfer the City piece of land to the Museum of the Old West. That is the proposed motion. While the deeds for the trade have been drafted, the boundary line adjustment survey is still in development. The mayor will need to sign the survey and transfer deed on behalf of the City as a property owner.



AGENDA ITEM NO. _____

FISCAL IMPACT

Based on the estimated value, the pieces of land being transferred are of equal size and approximately equal value (\$8,000 each). It is noted that state law only requires the property values to be disclosed, not that they match.

ATTACHMENT

Draft deeds.
Drawings of pieces of land to be traded.

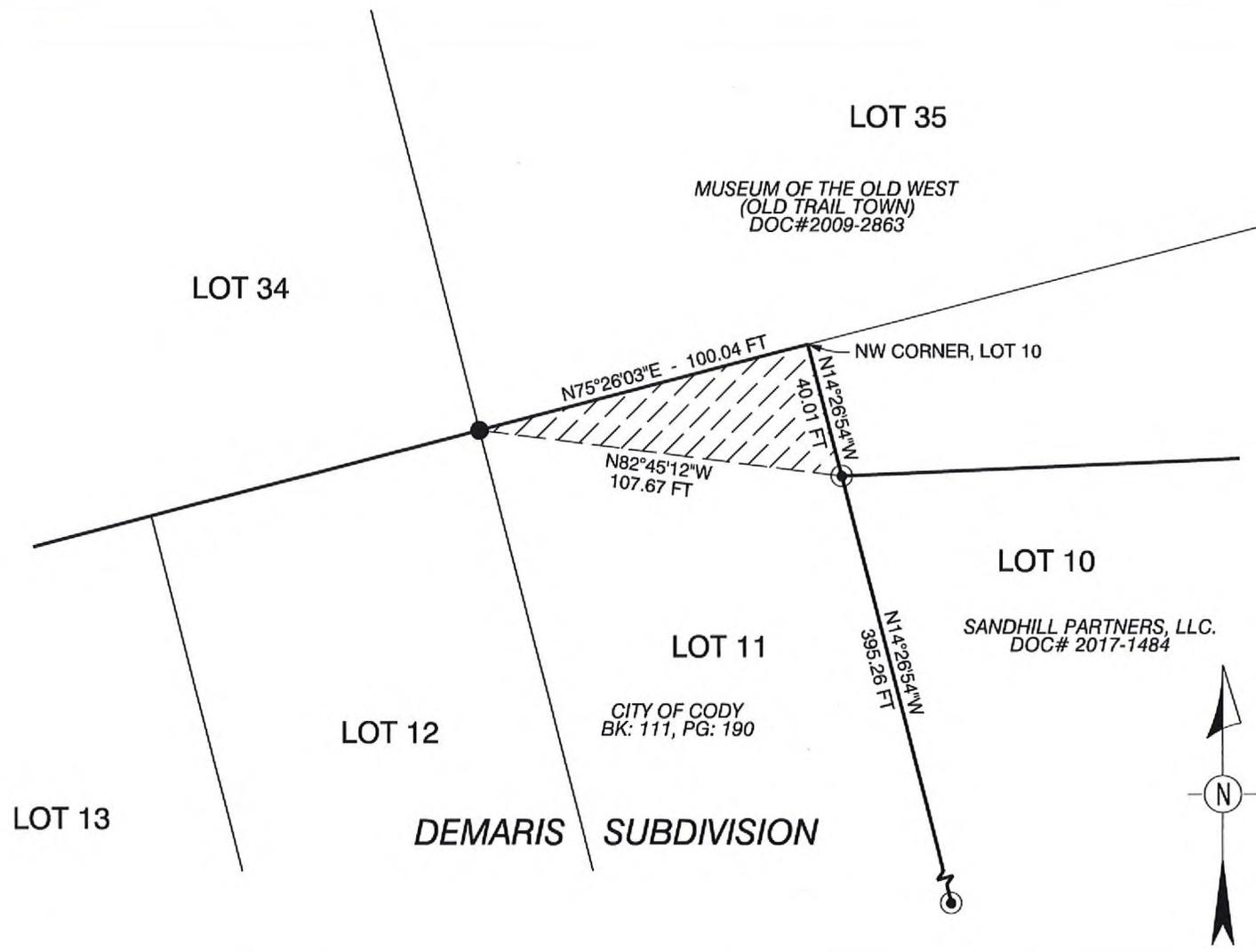
ALTERNATIVES

Approve, amend, or deny the request for the property trade.

RECOMMENDATION

Approve the property trade and authorize the mayor to sign the associated documents (deed, survey, recording paperwork), subject to City attorney review of the documents.





NOTES:

1. BEARING BASE IS GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011) WYOMING WEST CENTRAL ZONE.
2. GRID DISTANCES HAVE BEEN SCALED BY A PROJECT FACTOR OF 1.0002978, ACCORDING TO THE CITY OF CODY DATUM.
3. THIS SURVEYOR DID NOT CONDUCT A FULL ABSTRACT RECORDS SEARCH. ADDITIONAL EASEMENTS OR RIGHTS-OF-WAY MAY EXIST THAT ARE NOT SHOWN HEREON.



SCALE: 1" = 50'

LEGEND

- DEEDED BOUNDARIES
- SUBDIVISION LOTS
- LAND SWAP AREA
- FOUND 2-IN. AL. CAP
- FOUND 1-IN. IRON PIPE

CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, OF CODY, WYOMING, BEING A DULY LICENSED SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE AS FOLLOWS: THAT THIS EXHIBIT IDENTIFIES A PORTION OF THE LANDS DESCRIBED IN BK:111, PAGE: 190 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; THAT THE SURVEY AND INFORMATION SHOWN HEREON IS BASED ON FIELD NOTES AND MEASUREMENTS TAKEN BY ME DURING MAY, 2019, AND ON RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DESCRIPTION OF LANDS

A PARCEL OF LAND LOCATED WITHIN LANDS DESCRIBED IN BK: 111, PG: 190 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, LOCATED WITHIN LOT 11 OF THE DEMARIS SUBDIVISION, WITHIN TRACT 74, RESURVEY T.52N., R.102W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, SAID CORNER MONUMENTED BY A 1-INCH IRON PIPE FOUND IN PLACE THIS SURVEY; THENCE N75°26'03"E ON AND ALONG THE NORTH BOUNDARY OF SAID LOT 11 A DISTANCE OF 100.04 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE S14°26'54"W ON AND ALONG THE EAST BOUNDARY OF SAID LOT 11 A DISTANCE OF 40.01 FEET; THENCE N82°45'12"W A DISTANCE OF 107.67 FEET TO THE POINT OF BEGINNING, SAID PARCEL HAVING AN AREA OF 2001 SQUARE FEET, MORE OR LESS.

EXHIBIT B

SHOWING:
A PORTION OF LOT 11

LOCATED WITHIN
THE DEMARIS SUBDIVISION
WITHIN TRACT 74,
RESURVEY T.53N., R.91W., 6TH P.M.,
PARK COUNTY, WYOMING



2824 BIG HORN AVE.
CODY, WY 82414
OFFICE: 307-527-0915
FAX: 307-527-0916

AUG 6, 2019
BY: BF CHK: BF
PROJ. # 2018-60
FIELD BK: 8

LOT 49A

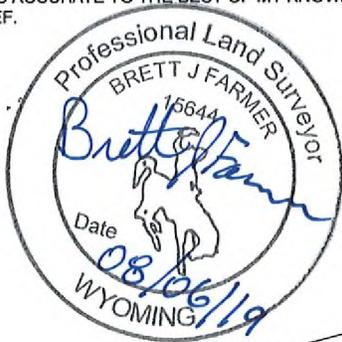
CODY STAMPEDE
BK: 4071, PG: 357

LOT 33

CITY OF CODY
BK: 111, PG: 190

CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, OF CODY, WYOMING, BEING A DULY LICENSED SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE AS FOLLOWS: THAT THIS EXHIBIT IDENTIFIES A PORTION OF LANDS DESCRIBED IN DOC# 2009-2863 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; THAT THE SURVEY AND INFORMATION SHOWN HEREON IS BASED ON FIELD NOTES AND MEASUREMENTS TAKEN BY ME DURING MAY, 2019, AND ON RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LOT 16

DEMARIS SUBDIVISION

LOT 17

LOT 15

LOT 14

EXHIBIT C

DESCRIPTION OF LANDS

A PARCEL OF LAND LOCATED WITHIN LANDS DESCRIBED IN DOC#2009-2863 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, LOCATED WITHIN LOT 34 OF THE DEMARIS SUBDIVISION, WITHIN TRACT 74, RESURVEY T.52N., R.102W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 34, SAID CORNER MONUMENTED BY A 1-INCH IRON PIPE FOUND IN PLACE THIS SURVEY; THENCE N14°37'12"W ON AND ALONG THE WEST BOUNDARY OF SAID LOT 34 A DISTANCE OF 296.90 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE N75°25'31"E ON AND ALONG THE NORTH BOUNDARY OF SAID LOT 34 A DISTANCE OF 13.48 FEET; THENCE S12°01'13"E A DISTANCE OF 297.19 FEET TO THE POINT OF BEGINNING, SAID PARCEL HAVING AN AREA OF 2001 SQUARE FEET, MORE OR LESS.

400.54 FT
N75°25'31"E

NE CORNER
LOT 34

13.48 FT

N14°37'12"W - 296.90 FT
S12°01'13"E - 297.19 FT

LEGEND

- DEEDED BOUNDARIES
- SUBDIVISION LOTS
- LAND SWAP AREA
- FOUND 2-IN. AL. CAP
- FOUND 1-IN. IRON PIPE



SCALE: 1" = 50'

LOT 34

MUSEUM OF THE OLD WEST
(OLD TRAIL TOWN)
DOC#2009-2863

NOTES:

1. BEARING BASE IS GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011) WYOMING WEST CENTRAL ZONE.
2. GRID DISTANCES HAVE BEEN SCALED BY A PROJECT FACTOR OF 1.0002978, ACCORDING TO THE CITY OF CODY DATUM.
3. THIS SURVEYOR DID NOT CONDUCT A FULL ABSTRACT RECORDS SEARCH. ADDITIONAL EASEMENTS OR RIGHTS-OF-WAY MAY EXIST THAT ARE NOT SHOWN HEREON.

SHOWING:

A PORTION OF LOT 34

LOCATED WITHIN
LOT 34, DEMARIS SUBDIVISION
WITHIN TRACT 74,
RESURVEY T.53N., R.91W., 6TH P.M.,
PARK COUNTY, WYOMING



2824 BIG HORN AVE.
CODY, WY 82414
OFFICE: 307-527-0915
FAX: 307-527-0916

AUG. 6, 2019
BY: BF CHK: BF
PROJ. # 2018-60
FIELD BK: 8

MEETING DATE:	SEPTEMBER 17, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Beacon Hill Minor Subdivision Amended Preliminary Plat and Final Plat

ACTIONS TO BE TAKEN

Approve the amended preliminary plat and the final plat of the Beacon Hill Minor Subdivision, a 3-lot subdivision, subject to conditions.

PROJECT OVERVIEW

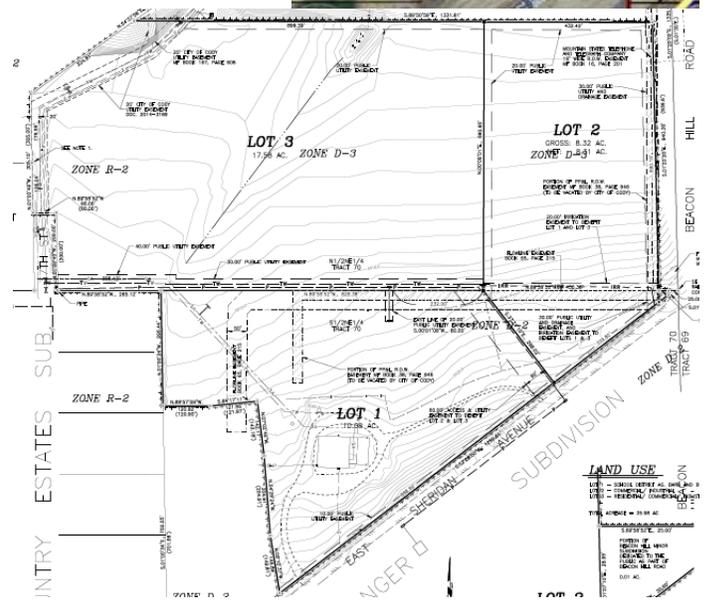
The City Council reviewed a preliminary plat for this property on May 14, 2019. The proposal has been revised and an amended preliminary plat submitted. The final plat is also submitted for review.

The property is owned by Park County School District No. 6 and involves the division of a 36-acre property northwest of the Sheridan Avenue and Beacon Hill Road intersection into three lots. Lot 1 contains the existing FFA barn and is anticipated to contain a new bus storage facility for School District #6. Lots 2 and 3 are currently vacant and are planned to be sold. The revised preliminary plat drawing and the final plat drawing are attached.



The primary change in the proposal was to enlarge the size of Lot 3 by about four acres, decrease the size of Lot 2 by about 3 ½ acres, and decrease the size of Lot 1 by about ½ acre. Doing so reduces the amount of off-site street improvements for Lot 3 and expands the development potential of Lot 3 to spread that cost over a larger development. Other changes address conditions or items noted in the prior review, so that the application is now relatively “clean”.

The property is located in three different zoning districts—R-2 (yellow), D-2 (red) and D-3 (gray), as shown on the map below. It is noted that the commercial zones (D-2 and D-3) also allow all forms of residential development. As Lots 2 and 3 are planned to be sold off, it is simply unknown how they may eventually be developed. With Lot 2 being over 8 acres in size and Lot 3 over 17 acres, they both have the potential for substantial development. Improvements for this subdivision are being planned and required based on a relatively moderate level of development on Lots 2 and 3.

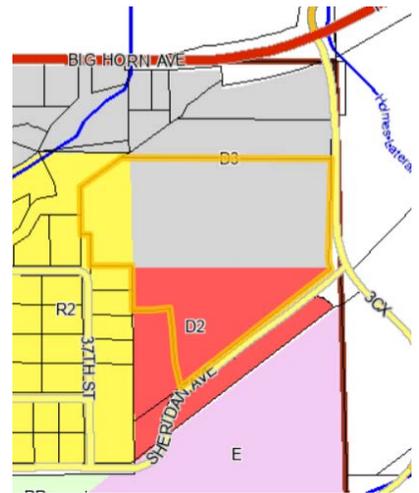


AGENDA ITEM NO.

As the preliminary plat was previously reviewed in a similar configuration, this staff report will only point out items that are not clearly reflected on the plats themselves, or are out of the ordinary.

Timing of Engineering and Responsibility for Improvements:

Depending on the level of future development there may be additional infrastructure improvements needed, such as looping the water main, and more substantial street improvements. However, to avoid both “overdesigning” and “overbuilding” the infrastructure, the Planning and Zoning Board recommended and the City Council authorized a variance so that the street improvements will not be required to be designed or constructed at this time, but delayed until further development is proposed. It is proposed that the same variance continue to apply to the amended configuration. Any looping of the water main would also be delayed and only required if modeling of the water system shows a need or substantial benefit for the proposed developments.



As two of the lots are planned to be sold before future development occurs, it is necessary to outline responsibility for the subdivision improvements. The applicant has provided a development agreement committing the lot owners to specific required subdivision improvements, tied to specific development actions. The school board reviewed an earlier version, which is very similar, but not exactly the same as the current version. It may yet still have some changes based on attorney review and School Board review.

The development agreement addresses installation of the water main, sewer main, underground power, irrigation main, and the street connecting Sheridan Avenue with 37th Street as referenced in the master street plan and the initial review of this subdivision. Easements for the future utilities and the portion of the street that will cross Lot 1 are being established by the plat. Engineering plans for the sewer and water main extensions are being finalized—the prior plans have been updated to extend the mains to the new west boundary of Lot 2. Those sewer and water plans will need to be submitted to and approved by DEQ prior to the mayor signing the final plat.

In addition, there is an agreement between the applicant and the Cody Canal Irrigation District that is in process regarding the irrigation system, which agreement will need to be executed prior to the mayor signing the final plat. Additional paperwork beyond that agreement, relating to a water distribution plan (surface water), is being prepared by the applicant’s engineer for submittal to Cody Canal and the State Engineer’s office. As with other water right modifications, we are proposing that an agreement with an engineer be in place to complete the paperwork and submit it to the State Engineer’s office within one year, but that the water distribution plan does not need to be approved by the State Engineer’s office prior to recording the final plat.

Vacation of Unused Power Easement:

Included on the plat is the vacation of an unused power easement, established when the area was served by Rocky Mountain Power. As the Rocky Mountain Power easements in this area were transferred to the City and the easement is now unused due to a new underground power line in a different location, the unused easement is requested to be vacated. The vacation requires Council approval.

Street Improvement District.

As frontage improvements (curb, gutter, sidewalk, streetlights) are not being required along Beacon Hill Road or Sheridan Avenue, the following section of the subdivision code applies.

Q. Curb, Gutter, Sidewalk, Paved Streets: ...All waivers of curb, gutter and sidewalks shall require acknowledgment by the developer on the final plat that future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots and be so noted on the final plat. ...

With the waiver of frontage improvements along Beacon Hill Road and Sheridan Avenue, the standard improvement district language needs to be added to the "Certificate of Owner" on the final plat (applicable to Lots 1 and 2) to meet the requirement of the ordinance. However, it is noted that formation of an improvement district for either Sheridan Avenue or Beacon Hill Road is highly unlikely, as both are major arterials and therefore funding for future road improvements would almost assuredly be from some source other than an improvement district (e.g. state funding, optional sales tax). The City has not utilized a road improvement district in over well over 20 years. When they are used, it is usually in the context of improving local access streets, rather than major roads. Although not discussed with the Planning and Zoning Board, a variance to waive the note requirement is likely harmless.

Minor Edits:

The following minor edits to the final plat are needed.

1. Include a note referencing that the lot owners are responsible for specific subdivision improvements as outlined in the Beacon Hill Minor Subdivision Development Agreement on file with the City of Cody.
2. Include a note that the owner of Lot 1 agrees to dedicate the 60' access easement as public right-of-way at no cost to the City upon the request of the City.
3. Add the improvement district language noted above.
4. Remove "East" from the Sheridan Avenue label.
5. Correct the legend and perimeter lot corners to show placement of brass caps, as required by City of Cody Code 11-5-1(B)(3).

VARIANCES:

Variances are to be reviewed under the following standard of 11-5-2(B):

If during the approval process of a proposed subdivision it can be shown that strict compliance with the requirements of this title will result in extraordinary hardship to the subdivider due to unusual topography or other similar land conditions, or where the subdivider can show that variances will make a greater contribution to the intent and purpose of this title, the commission and council may, upon written request and proper justification, grant a variance to this title so that substantial justice may be done and the public interest secured; provided, that any such variance will not have the effect of nullifying the intent and purpose of this title.

As with the initial review, the primary variance would be to delay submittal of street plans and street construction for the street connecting Sheridan Avenue and 37th Street until the time of future subdivision, or development of any lot utilizing the accesses.

A general variance to allow transfer of responsibility for some of the subdivision improvements from the developer to the lot purchasers, as outlined in the development agreement, would also be needed.

A variance would also be granted to the City's alley requirement, as no alleys are proposed at this time.

As with the initial review, staff would recommend that the Board find that the variances noted are found to "*make a greater contribution to the intent and purpose of this title*" than if those improvements were required at this time.

POTENTIAL MOTION:

The Planning and Zoning Board recommends that the City Council approve the amended Beacon Hill Minor Subdivision preliminary plat and the Beacon Hill Minor Subdivision final plat, with the following variances, subject to the conditions listed.

Easement Vacation:

The vacation of the unused electrical easement, as noted on the final plat, is also authorized.

Subdivision Variances:

1. Variance to delay submittal of street plans and street construction for the street connecting Sheridan Avenue and 37th Street until the time of future subdivision, or development of any lot utilizing the street.
2. Variance to allow transfer of responsibility for some of the subdivision improvements from the developer to the lot purchasers, as outlined in the development agreement.
3. A variance to the alley requirement.

Conditions:

1. The updated sewer and water plans must be approved by DEQ prior to the mayor signing the final plat.
2. Complete the agreement with Cody Canal regarding the irrigation improvements prior to the mayor signing the plat. Continue to have your engineer prepare and process the water distribution plan and associated water right documents for submittal to the State Engineer's office within one year of the final plat being recorded.
3. Pay the electrical estimate prior to the mayor signing the final plat.
4. Provide a letter from each telecommunication provider that will serve the lots indicating their requirements and ability to serve the subdivision, prior to the mayor signing the final plat. (Already have natural gas letter.)
5. Finalize and execute the Beacon Hill Minor Subdivision Development Agreement. (Any substantive modifications to the current draft will need to be identified and discussed with the City Council.)
6. Make the following additions/changes to the final plat:
 - a. Add the standard improvement district language to the "Certificate of Owner". (Applicable to Lots 1 and 2. Optional for Lot 3.)
 - b. Include a note that the lot owners are responsible for specific subdivision improvements as outlined in the Beacon Hill Minor Subdivision Development Agreement on file with the City of Cody.
 - c. Include language in the "Certificate of Owner" that the owner of Lot 1 agrees to dedicate the 60' access easement as public right-of-way at no cost to the City upon the request of the City.
 - d. Remove "East" from the Sheridan Avenue label.

AGENDA ITEM NO. _____

- e. Correct the legend and perimeter lot corners to show placement of brass caps, as required by City of Cody Code 11-5-1(B)(3).

ATTACHMENTS:

Revised Preliminary Plat

Final Plat

Draft development agreement

Beacon Hill Minor Subdivision

Development Agreement

Park County School District No. 6 hereby presents the following commitment to the City of Cody, which in consideration of approval of the final plat of the Beacon Hill Minor Subdivision shall be binding on Park County School District No. 6 and the purchasers of any lot within the Beacon Hill Minor Subdivision.

1. Purchaser of Lot 2 will be required to install the sewer main line from the NW corner of Lot 3 to the NW corner of Lot 2, as specified in the engineering plans approved by DEQ and on file with the City, prior to or in conjunction with any development of Lot 2, or upon approval of any development of Lot 3 that will utilize that sewer main line, whichever occurs first.
2. Purchaser of Lot 2 will be required to complete the installation of an 8-inch city water line from the bend near the NW corner of Lot 1 to Lot 2, as specified in the engineering plans approved by DEQ and on file with the City, prior to or in conjunction with any development of Lot 2, or upon approval of any development of Lot 1 that will utilize that water main line, whichever occurs first.
3. Three phase power for Lot 2 will be available at the SW corner of Lot 2. PCSD#6 will be responsible for extending underground power to the SW corner of Lot 2 upon approval of any development that will utilize that extension. The city electrical division has required that this power distribution be looped by extending the underground power line to the proposed electrical line at the planned Shoshone Municipal Pipeline building across Sheridan Avenue from Lot 1. PCSD#6 is responsible for installation of the power loop at the time the City installs power to the planned Shoshone Municipal Pipeline Pump Station, but not prior to approval of any development on property within the Beacon Hill minor subdivision.
4. Pursuant to Cody Canal regulations, future irrigation must be through a sprinkler system. Flood irrigation within the subdivision shall cease once either Lot 2 or Lot 3 sells. The owners of Lots 2 and 3 will be responsible for installation of piped irrigation water delivery from the head-gate located at the NE corner of the airport property to the intersection of Lots 1, 2, and 3. The cost sharing will be as follows: Lot 2 @ 50%, Lot 3 @ 50%. Piping will be installed at the earliest request of either Lot 2 or Lot 3 owners. The design will be approved by Cody Canal and the State Engineer's office prior to construction.

5. Lot 3 is responsible to construct a public street from the intersection of 37th Street and Cherokee Road, through the subdivision, to Sheridan Avenue. Street design shall include storm water retention for runoff from the street and otherwise meet City standards, as verified by a licensed engineer and submittal of all documents pursuant to section 11-5-1(A) of the subdivision ordinance. Any right-of-way needed for construction of the street improvements across Lot 1 or 3 shall be dedicated to the City upon request.

As the size and design of the street is dependent upon the layout and level of development planned for Lot 3, the City has allowed for a delay in submittal of the street plans and street construction until the time Lot 3 is further subdivided, or until the development of any existing lot utilizing the street. The specific timing of street construction, including any phasing, shall be determined through the review process for the future development (subdivision or zoning review). The street improvements shall be based on the local access street standard, unless determined otherwise by the City Council.

6. The Lot 3 purchaser is responsible for any modifications to the existing drainage facilities as a result of the street construction.

(Signed, dated and notarized by Park County School District No. 6. Add notary block.)