

REVISED

City of Cody City Council  
AGENDA

Tuesday, October 2, 2012 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

1. Consent Calendar

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

- a. Approval of Minutes: Special Meeting Minutes on 9/13/12 and Regular Meeting Minutes on 9/18/2012.
- b. Approval of vouchers and payroll in the amount of \$1,317,879.45.
- c. Approve the street closure of Sheridan Avenue between 10<sup>th</sup> and 14<sup>th</sup> Streets from 3:30 PM to 6:30 PM on Wednesday, October 31<sup>st</sup> during the Downtown Halloween Festival.
- d. Consider awarding a professional service contract to Plan One for the Design, Bid and Construction Observation and Administration duties associated with the construction of the Sanitation Building, authorize the Mayor to a professional services contract contingent upon review and approval by the City Attorney.
- e. Authorize the Mayor to sign the Grant Agreement between the City of Cody and the Wyoming Business Council for the Cody Stampede Revitalization Project funded through the Business Ready Community Grant and Loan Program contingent upon review and approval by the City Attorney.

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.

2. Public Hearing

- a. A public hearing to determine if it is in the public interest to issue a new microbrewery permit to Pat O'Hara Brewing Co. LLC dba Pat O'Hara Brewing Co. LLC located at 1019 15<sup>th</sup> Street.

3. Conduct of Business

- a. Consider issuance of a new microbrewery permit to Pat O’Hara Brewing Co. LLC dba Pat O’Hara Brewing Co. LLC located at 1019 15<sup>th</sup> Street and authorize the sale of other malt beverages for on-premise consumption, contingent upon receiving proof of issuance of a Federal Brewery permit.

Staff Reference: Cindy Baker, Administrative Services Officer  
Spokesperson: Leonard Moore, Pat O’Hara Brewing Co. LLC

- b. **ORDINANCE 2012-15 – FIRST READING**  
**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE 7<sup>th</sup> STREET RIGHT-OF-WAY SOUTH OF PLATINUM AVENUE, WITHIN THE BROWN’S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO GEE PROPERTIES, LLC.**

Staff Reference: Todd Stowell, City Planner

- c. **ORDINANCE 2012-16 – FIRST READING**  
**AN ORDINANCE AMENDING TITLE IV, CHAPTER 2, SECTION 1 OF THE CODY CITY CODE PERTAINING TO BUILDINGS.**

Staff Reference: Steve Payne, Public Works Director

- d. **RESOLUTION 2012-25**  
**A RESOLUTION DESIGNATING AN ALLEY.**

Staff Reference: Steve Payne, Public Works Director

- e. **RESOLUTION 2012-26**  
**A RESOLUTION DESIGNATING ANGLED PARKING ON PORTIONS OF 19<sup>th</sup> STREET AND SALSBURY AVENUE.**

Staff Reference: Steve Payne, Public Works Director

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

### *Upcoming Meetings*

Special City Council Meeting: Thursday, October 11, 2012 @ 4:15 p.m. – Council Chambers  
Regular City Council Meeting: Tuesday, October 16, 2012 @ 7:00 p.m. – Council Chambers

**City of Cody**  
**Council Proceedings**  
**Thursday, September 13, 2012**

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, September 13, 2012 at 4:15 p.m.

Present: Council President Steve Miller, Council Members Donny Anderson, Bryan Edwards, Charles Cloud and Stan Wolz, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitcke, and Administrative Services Officer, Cindy Baker.

Absent: Mayor Nancy Tia Brown and Council Member Jerry Fritz.

Council President called the meeting to order at 4:15 p.m.

The Governing Body reviewed the Council Agenda for September 18, 2012. No action was taken.

In Staff updates City Administrator, Jenni Rosencranse apprised the Council of her upcoming leave starting Thursday, September 20<sup>th</sup> returning Monday, October 1<sup>st</sup>.

There being no further discussion, the meeting adjourned at 5:22 p.m.

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Cindy Baker  
Administrative Services Officer

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Steve Miller  
Council President

**City of Cody  
Council Proceedings  
Tuesday, September 18, 2012**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, September 18, 2012 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Stan Wolz, Donny Anderson, Jerry Fritz, Charles Cloud, and Bryan Edwards, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

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

Council Member Miller made a motion seconded by Council Member Cloud to approve the agenda as presented. Vote was unanimous.

Mayor Brown, along with the Governing Body, recognized Bob Davidson and Buck Wilkerson with a Community Hero Award for their vital role, contribution and involvement as it relates to the State of Wyoming Veteran's Memorial Park.

Mayor Brown read and proclaimed the following: September 24<sup>th</sup>, 2012 as Family Day – A Day to eat Dinner with your Children, the week of Sept 17<sup>th</sup> – 23<sup>rd</sup>, 2012 as Constitution Week, and 2012 as the Year of the Constitution.

Council Member Miller made a motion seconded by Council Member Fritz to approve the Consent Calendar including approval of Special Meeting Minutes on 8/30/12 and Regular Meeting Minutes on 9/04/2012, approval of vouchers and payroll in the amount of \$836,512.46, award Bid 2012-12 for a 2001 Johnston Street Sweeper to D&T Lawn Care in the amount of \$15,001.00, approve the Women's Wellness organization to celebrate National Breast Cancer Awareness Month in October by allowing pink lights to be wrapped around the light post on Sheridan Avenue, and award a professional services contract to Engineering Associates and authorize the Mayor to sign a professional contract with said firm for the Design, Bid and Construction Observation and Administration duties associated with the 16<sup>th</sup> Street Storm Sewer Project contingent upon review and approval by the City Attorney. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Fritz to approve a request from Cody Foursquare Church to authorize 60 degree angled parking along the frontage of the Church on 19<sup>th</sup> Street and on Salsbury Avenue, have the City complete the required striping, with the Church contributing up to \$500.00 to help defray the cost of this expense, and directed staff to prepare a Resolution. Council Member Cloud, seconded by Council Member Miller made a motion to amend the motion to include a review period of one year. Those voting in favor of the amendment were Council Members Cloud, Miller, Edwards and Mayor Brown, those opposed were Council Members Anderson, Wolz and Fritz. Amendment passed and will be added to motion. Voting in favor of the amended motion were Council Members Anderson, Cloud, Miller, Wolz, Fritz and Mayor Brown, opposed was Council Member Edwards. Motion passed.

Council Member Edwards made a motion seconded by Council Member Wolz to approve a final plat for Cooper Lane Estates – a sixteen-lot plat located between Cooper Lane and Road 2DA as recommend by the Planning, Zoning and Adjustment Board. Voting in favor were Council Members Anderson, Cloud, Wolz, Fritz, Edwards and Mayor Brown, opposed Council Member Miller. Motion carried.

Steve Payne, Public Works Director updated the Council on the striping of the streets that were chipped. Informed citizens of the Raw Water ending October 1<sup>st</sup>, sanitation schedule for rollouts change from twice a week to once a week on October 1<sup>st</sup> as well.

There being no further business, Mayor Brown adjourned the meeting at 8:39 pm.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>A-1 ELECTRIC</b>							
<b>200</b>							
	02786	AERATOR REPAIR	09/25/2012	948.14	948.14	10/03/2012	
	02845	NORTH CODY	08/31/2012	1,777.31	1,777.31	10/03/2012	
	02846	NORTH CODY SERVICE REPAI	08/31/2012	3,402.96	3,402.96	10/03/2012	
Total 200:				6,128.41	6,128.41		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	241237	CLEANING WIPES & CLEANER	09/05/2012	19.97	19.97	10/03/2012	
	241310	VELCRO	09/05/2012	4.99	4.99	10/03/2012	
	241421	IRRIGATION SUPPLIES	09/07/2012	39.22	39.22	10/03/2012	
	241436	FENCE WRAP / SOCCER NET S	09/07/2012	59.97	59.97	10/03/2012	
	241462	SOCCER NET REPAIRS	09/07/2012	1.73	1.73	10/03/2012	
	241481	WORK GLOVES	09/07/2012	9.99	9.99	10/03/2012	
	241540	REPAIR SINK - REC CENTER	09/08/2012	11.78	11.78	10/03/2012	
	241632	HOLD DOWN STRAPS	09/10/2012	14.94	14.94	10/03/2012	
	241678	SUPPLIES	09/10/2012	12.99	12.99	10/03/2012	
	241705	SUPPLIES	09/11/2012	10.99	10.99	10/03/2012	
	241712	SOD CUTTING TOOL	09/11/2012	17.98	17.98	10/03/2012	
	241744	FLAGGING TAPE / SUPPLIES	09/11/2012	2.79	2.79	10/03/2012	
	241804	PAINTING SUPPLIES - CARDBO	09/12/2012	28.39	28.39	10/03/2012	
	241809	MATERIAL AND SUPPLIES	09/12/2012	28.98	28.98	10/03/2012	
	241872	PRIMER FOR PLOW PAINTING	09/12/2012	17.98	17.98	10/03/2012	
	241878	PLOW PAINTING	09/12/2012	5.16	5.16	10/03/2012	
	241882	FRICITION TAPE	09/12/2012	13.95	13.95	10/03/2012	
	241959	PAINT FOR LONG LINE TRUCK	09/13/2012	8.98	8.98	10/03/2012	
	241996	SHOP SUPPLIES	09/14/2012	43.43	43.43	10/03/2012	
	242023	PARK CLEANING SUPPLIES	09/14/2012	24.98	24.98	10/03/2012	
	242024	CLEAN VAULT TOILETS	09/14/2012	7.99	7.99	10/03/2012	
	242038	SUPPLIES	09/14/2012	11.98	11.98	10/03/2012	
	242137	COVER WINDOW WELLS - AUDI	09/17/2012	35.78	35.78	10/03/2012	
	242255	BATTERIES FOR EMERGENCY	09/18/2012	27.98	27.98	10/03/2012	
	242271	SUPPLIES	09/18/2012	28.48	28.48	10/03/2012	
Total 2390:				491.40	491.40		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	9854	CYCLE 1 OUTSOURCE BILLS	09/17/2012	432.56	432.56	10/03/2012	
	9866	CYCLE 2 OUTSOURCE BILLS	09/20/2012	203.61	203.61	10/03/2012	
Total 129162:				636.17	636.17		
<b>AECOM TECHNICAL SERVICES, INC</b>							
<b>129513</b>							
	37272276	MASTER PLAN UPDATE	09/12/2012	11,269.00	11,269.00	10/03/2012	
Total 129513:				11,269.00	11,269.00		
<b>AIR CON</b>							
<b>125064</b>							
	5096	AIR CONDITIONER - PARKS SH	08/15/2012	176.80	176.80	10/03/2012	
Total 125064:				176.80	176.80		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ALCOPRO</b>							
<b>435</b>							
	0160940-IN	REPAIR ALCO SENSOR #12264	09/04/2012	276.75	276.75	10/03/2012	
Total 435:				276.75	276.75		
<b>ALSCO</b>							
<b>126551</b>							
	863664	TOWELS	09/10/2012	48.70	48.70	10/03/2012	
	864091	RUGS - CITY HALL	09/11/2012	48.69	48.69	10/03/2012	
	865533	TOWELS	09/17/2012	113.86	113.86	10/03/2012	
Total 126551:				211.25	211.25		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	01884414	C02 - CREDIT	08/30/2012	86.37-	.00		
	01888882	CO2	08/31/2012	32.55	.00		
	01907361	MOWER BLADE SHARPENERS	09/10/2012	20.70	.00		
	01907368	MARKER PENS	09/10/2012	11.94	.00		
Total 128592:				21.18-	.00		
<b>APPLIED GRAPHICS</b>							
<b>123465</b>							
	4963	HOUR CHANGE ON SIGN - REC	09/05/2012	30.00	30.00	10/03/2012	
Total 123465:				30.00	30.00		
<b>ASPEN PRACTICE P.C.</b>							
<b>127886</b>							
	FO140	PRE-EMPLOYMENT EXAM - D F	09/13/2012	1,277.00	1,277.00	10/03/2012	
Total 127886:				1,277.00	1,277.00		
<b>BANK OF AMERICA FIELD SERVICES</b>							
<b>129478</b>							
	10.2090.17	REFUND CREDIT BALANCE	09/13/2012	53.43	53.43	10/03/2012	
Total 129478:				53.43	53.43		
<b>BIG HORN BOOT &amp; SHOE REPAIR</b>							
<b>1120</b>							
	491981	BOOT REPAIR - ELECTRIC DEP	08/31/2012	90.00	90.00	10/03/2012	
Total 1120:				90.00	90.00		
<b>BIG HORN PAINT</b>							
<b>1180</b>							
	055913	PAINT - CARDBOARD CONTAIN	09/12/2012	95.98	95.98	10/03/2012	
Total 1180:				95.98	95.98		
<b>BIG HORN PRECAST</b>							
<b>1182</b>							
	6593	PARKING BLOCKS	09/11/2012	480.00	480.00	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1182:				480.00	480.00		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	4539	MATERIALS & SUPPLIES	09/07/2012	20.21	20.21	10/03/2012	
	4671	CONCESSIONS	09/17/2012	43.72	43.72	10/03/2012	
Total 1210:				63.93	63.93		
<b>BLUE CROSS BLUE SHIELD OF WY</b>							
<b>1360</b>							
	091712	INSURANCE PREMIUM	09/17/2012	101,057.39	101,057.39	10/03/2012	
	091712	INSURANCE PREMIUM	09/17/2012	3,405.83-	3,405.83-	10/03/2012	
Total 1360:				97,651.56	97,651.56		
<b>BOONE'S MACHINE SHOP</b>							
<b>1400</b>							
	3599	TRENCH BOX RENTAL - SPIRIT	08/09/2012	695.00	695.00	10/03/2012	
	3807	EQUIPMENT RENTAL - SPIRIT	08/21/2012	1,430.00	1,430.00	10/03/2012	
Total 1400:				2,125.00	2,125.00		
<b>BOOT BARN, INC</b>							
<b>128267</b>							
	119151	UNIFORMS	09/13/2012	90.98	90.98	10/03/2012	
Total 128267:				90.98	90.98		
<b>BRAY, SAMANTHA</b>							
<b>129514</b>							
	13155035	REFUND UTILITY DEPOSIT	09/20/2012	3.14	3.14	10/03/2012	
Total 129514:				3.14	3.14		
<b>BRESNAN COMMUNICATIONS</b>							
<b>123538</b>							
	090412-PD	INTERNET - PD	09/04/2012	65.15	65.15	10/03/2012	
	091512-SHOP	INTERNET - CITY HALL	09/15/2012	149.95	149.95	10/03/2012	
Total 123538:				215.10	215.10		
<b>BRICE, LINDSAY</b>							
<b>129333</b>							
	091912	VOLLEYBALL REFEREE	09/19/2012	12.50	12.50	10/03/2012	
Total 129333:				12.50	12.50		
<b>BRUCO INC</b>							
<b>1550</b>							
	303454	CLEANER FOR PARK RESTRO	08/16/2012	125.01	125.01	10/03/2012	
	304290	MATERIAL & SUPPLIES	08/31/2012	112.24	112.24	10/03/2012	
	304581	MATERIAL & SUPPLIES	09/13/2012	245.03	245.03	10/03/2012	
	304581	MATERIAL & SUPPLIES	09/13/2012	625.05	625.05	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1550:				1,107.33	1,107.33		
<b>BRUMAGE, LESLIE</b>							
<b>124227</b>							
	091912	MILEAGE REIMBURSEMENT	09/19/2012	51.39	51.39	10/03/2012	
Total 124227:				51.39	51.39		
<b>CENTURY LINK</b>							
<b>10091</b>							
	090112	PHONE CHARGES	09/01/2012	1,159.09	1,159.09	10/03/2012	
Total 10091:				1,159.09	1,159.09		
<b>CHILDRESS, ESTATE OF MIKE</b>							
<b>129507</b>							
	15109011	REFUND CREDIT BALANCE	09/13/2012	87.54	87.54	10/03/2012	
Total 129507:				87.54	87.54		
<b>CITY OF CODY</b>							
<b>2260</b>							
	091412	UTILITIES	09/14/2012	521.73	521.73	10/03/2012	
	092112	UTILITIES	09/21/2012	2,160.26	2,160.26	10/03/2012	
	092112	UTILITIES	09/21/2012	46.84	46.84	10/03/2012	
	092112	UTILITIES	09/21/2012	1,399.31	1,399.31	10/03/2012	
	092112	UTILITIES	09/21/2012	8,075.53	8,075.53	10/03/2012	
	092112	UTILITIES	09/21/2012	2,952.27	2,952.27	10/03/2012	
	092112	UTILITIES	09/21/2012	8,856.81	8,856.81	10/03/2012	
	092112	UTILITIES	09/21/2012	1,474.16	1,474.16	10/03/2012	
	092112	UTILITIES	09/21/2012	8,221.39	8,221.39	10/03/2012	
	092112	UTILITIES	09/21/2012	633.35	633.35	10/03/2012	
	092112	UTILITIES	09/21/2012	490.04	490.04	10/03/2012	
	092112	UTILITIES	09/21/2012	4,269.58	4,269.58	10/03/2012	
Total 2260:				39,101.27	39,101.27		
<b>CODY CAB</b>							
<b>129079</b>							
	091712	TIPSY TAXI VOUCHERS (11-12)	09/17/2012	105.00	105.00	10/03/2012	
	091712	TIPSY TAXI VOUCHERS (12-13)	09/17/2012	707.00	707.00	10/03/2012	
Total 129079:				812.00	812.00		
<b>CODY CHAMBER OF COMMERCE</b>							
<b>124707</b>							
	4005	CODY CLUB LUNCH (10)	09/07/2012	110.00	110.00	10/03/2012	
Total 124707:				110.00	110.00		
<b>CODY WINNELSON COMPANY</b>							
<b>2850</b>							
	121132-00	FITTINGS / BRASS & PVC	08/31/2012	15.87	15.87	10/03/2012	
	121135-00	1" FITTING	08/31/2012	2.97	2.97	10/03/2012	
	121387-00	VALVE BOX	09/13/2012	5.05-	5.05-	10/03/2012	
	121388-00	VALVE BOX	09/13/2012	11.67	11.67	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2850:				25.46	25.46		
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>							
<b>3140</b>							
	083112	LEGAL SERVICES	09/12/2012	6,700.83	6,700.83	10/03/2012	
Total 3140:				6,700.83	6,700.83		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1370291-00	SUPPLIES	09/18/2012	41.89	41.89	10/03/2012	
	137318-00	BATTERIES	09/12/2012	65.04	65.04	10/03/2012	
	1373715-00	SUPPLIES	09/13/2012	24.81	24.81	10/03/2012	
	1373960-00	ST LIGHT REPAIRS	09/14/2012	67.68	67.68	10/03/2012	
Total 3300:				199.42	199.42		
<b>CUSTOM DELIVERY SERVICE</b>							
<b>3343</b>							
	160118	SHIPPING - WATER SAMPLES	08/31/2012	22.77	22.77	10/03/2012	
	49058	SHIPPING - WATER SAMPLES	08/31/2012	77.28	77.28	10/03/2012	
Total 3343:				100.05	100.05		
<b>DASH MEDICAL GLOVES</b>							
<b>127577</b>							
	INV0755030	MATERIALS & SUPPLIES	09/06/2012	149.80	149.80	10/03/2012	
Total 127577:				149.80	149.80		
<b>DONLEY, THERESA</b>							
<b>129508</b>							
	14183034	REFUND CREDIT BALANCE	09/11/2012	9.64	9.64	10/03/2012	
Total 129508:				9.64	9.64		
<b>DUNCAN &amp; ALLEN</b>							
<b>3857</b>							
	22854	AUGUST 2012 SERVICES	09/13/2012	105.00	105.00	10/03/2012	
Total 3857:				105.00	105.00		
<b>EAGLE OF CODY</b>							
<b>123442</b>							
	091712	ENVELOPES - STOCK	09/17/2012	849.00	849.00	10/03/2012	
Total 123442:				849.00	849.00		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	8357102	PEST CONTROL - REC CENTER	09/10/2012	59.17	59.17	10/03/2012	
	8357102	PEST CONTROL - REC CENTER	09/10/2012	59.17	59.17	10/03/2012	
	8357103	PEST CONTROL - AUDITORIUM	09/10/2012	65.00	65.00	10/03/2012	
Total 128686:				183.34	183.34		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ENERGY WEST</b>							
<b>2630</b>							
	091312	UTILITIES	09/13/2012	17.17	17.17	10/03/2012	
	091312	UTILITIES	09/13/2012	95.34	95.34	10/03/2012	
	091312	UTILITIES	09/13/2012	42.34	42.34	10/03/2012	
	091312	UTILITIES	09/13/2012	34.81	34.81	10/03/2012	
	091312	UTILITIES	09/13/2012	32.65	32.65	10/03/2012	
	091312	UTILITIES	09/13/2012	20.38	20.38	10/03/2012	
Total 2630:				242.69	242.69		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	3209061	WASTEWATER TREATMENT FA	09/18/2012	7,215.00	7,215.00	10/03/2012	
Total 4140:				7,215.00	7,215.00		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	858734	SPRING - MOWER	06/13/2012	21.57	21.57	10/03/2012	
Total 4210:				21.57	21.57		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY43560	WHEELS FOR WORK CART	09/12/2012	30.48	30.48	10/03/2012	
Total 126018:				30.48	30.48		
<b>FERGUSON WATERWORKS</b>							
<b>127653</b>							
	0566979	Check Valve 3/4" in line	09/07/2012	758.08	758.08	10/03/2012	1185-W
	0566979	Meter Pigtails 3/4"	09/07/2012	171.00	171.00	10/03/2012	1193-W
	0566979	MetER GASKETS	09/07/2012	250.00	250.00	10/03/2012	
Total 127653:				1,179.08	1,179.08		
<b>FOOD SERVICE OF AMERICA</b>							
<b>123727</b>							
	4281125	SUPPLIES - BREAK ROOM / ME	09/21/2012	136.42	136.42	10/03/2012	
	4281125	SUPPLIES - BREAK ROOM / ME	09/21/2012	297.92	297.92	10/03/2012	
Total 123727:				434.34	434.34		
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	070212	SPECIAL FUNDING ALLOCATIO	07/01/2012	25,000.00	25,000.00	10/03/2012	
Total 127450:				25,000.00	25,000.00		
<b>FRED PRYOR SEMINARS</b>							
<b>4350</b>							
	13869074	TRAINING - ROB KRAMER	09/06/2012	149.00	149.00	10/03/2012	
	13869075	TRAINING - ERIC ASAY	09/06/2012	149.00	149.00	10/03/2012	
Total 4350:				298.00	298.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>FREMONT BEVERAGES INC</b>							
<b>127301</b>							
	33137	Drink Syrups	09/19/2012	71.00	71.00	10/03/2012	20004
	33137	FUEL SURCHARGE	09/19/2012	3.00	3.00	10/03/2012	
Total 127301:				74.00	74.00		
<b>FUN EXPRESS</b>							
<b>129411</b>							
	652721566-01	HALLOWEEN CARNIVAL	09/30/2012	506.02	506.02	10/03/2012	
Total 129411:				506.02	506.02		
<b>GAMBLES</b>							
<b>4450</b>							
	607575	MATERIALS & SUPPLIES	09/06/2012	6.99	6.99	10/03/2012	
Total 4450:				6.99	6.99		
<b>GDA ENGINEERS</b>							
<b>4620</b>							
	00001 - 9/7/12	WEST STRIP PROJECT	09/07/2012	17,841.00	17,841.00	10/03/2012	
Total 4620:				17,841.00	17,841.00		
<b>GOOGLE, INC.</b>							
<b>129148</b>							
	3217737	GOOGLE ARCHIVING / SECURI	09/05/2012	2,145.00	2,145.00	10/03/2012	
Total 129148:				2,145.00	2,145.00		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	122884	BEDDING MATERIAL	09/12/2012	297.35	297.35	10/03/2012	
	122885	WASHED ROCK	09/12/2012	43.65	43.65	10/03/2012	
Total 4780:				341.00	341.00		
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	G211109-1	MATERIAL & SUPPLIES	09/11/2012	28.89	28.89	10/03/2012	
Total 128769:				28.89	28.89		
<b>HOMAX OIL SALES, INC.</b>							
<b>129090</b>							
	CL38851-IN	FUEL - ELEC	08/31/2012	1,092.97	1,092.97	10/03/2012	
	CL38851-IN	FUEL - ELEC	08/31/2012	1,429.87	1,429.87	10/03/2012	
	CL38851-IN	FUEL - WATER	08/31/2012	594.22	594.22	10/03/2012	
	CL38851-IN	FUEL - PARKS	08/31/2012	51.59	51.59	10/03/2012	
	CL38852-IN	FUEL - SR CENTER	08/31/2012	1,558.29	1,558.29	10/03/2012	
	CL38853-IN	FUEL - ADMIN	08/31/2012	239.90	239.90	10/03/2012	
	CL38854-IN	FUEL - PD	08/31/2012	3,395.90	3,395.90	10/03/2012	
	CL38855-IN	FUEL - PARKS	08/31/2012	2,077.22	2,077.22	10/03/2012	
	CL38855-IN	FUEL - PARKS	08/31/2012	404.06	404.06	10/03/2012	
	CL38855-IN	FUEL - PARKS	08/31/2012	788.13	788.13	10/03/2012	
	CL38856-IN	FUEL - FAC MAINT	08/31/2012	362.79	362.79	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	CL38857-IN	FUEL - REC CENTER	08/31/2012	242.63	242.63	10/03/2012	
	CL38857-IN	FUEL - REC CENTER	08/31/2012	56.54	56.54	10/03/2012	
	CL38858-IN	FUEL - CITY PLANNER	08/31/2012	60.84	60.84	10/03/2012	
	CL38859-IN	FUEL - BUILDING INSPECTION	08/31/2012	200.43	200.43	10/03/2012	
	CL38860-IN	FUEL - SOLID WASTE	08/31/2012	71.15	71.15	10/03/2012	
	CL38860-IN	FUEL - WATER	08/31/2012	152.92	152.92	10/03/2012	
	CL38860-IN	FUEL - WASTE WATER	08/31/2012	221.43	221.43	10/03/2012	
	CL38860-IN	FUEL - REC	08/31/2012	207.32	207.32	10/03/2012	
	CL38860-IN	FUEL - STREETS	08/31/2012	943.42	943.42	10/03/2012	
	CL38860-IN	FUEL - STREETS	08/31/2012	5,846.59	5,846.59	10/03/2012	
	CL38861-IN	FUEL - VEHICLE MAINT.	08/31/2012	93.28	93.28	10/03/2012	
	CL38861-IN	FUEL - VEHICLE MAINT.	08/31/2012	42.75	42.75	10/03/2012	
	CL38861-IN	FUEL - VEHICLE MAINT.	08/31/2012	41.43	41.43	10/03/2012	
	CL38862-IN	FUEL - SOLID WASTE	08/31/2012	7,408.00	7,408.00	10/03/2012	
	CL38862-IN	FUEL - SOLID WASTE	08/31/2012	395.05	395.05	10/03/2012	
	CL38863-IN	FUEL - WATER	08/31/2012	314.78	314.78	10/03/2012	
	CL38863-IN	FUEL - WATER	08/31/2012	985.90	985.90	10/03/2012	
	CL38864-IN	FUEL - WASTE WATER	08/31/2012	414.39	414.39	10/03/2012	
	CL38864-IN	FUEL - WASTE WATER	08/31/2012	581.44	581.44	10/03/2012	
	Total 129090:			30,275.23	30,275.23		
<b>HOPKINS LIFE AND SAFETY</b>							
<b>5080</b>							
	80584	SAFETY SUPPLIES	09/20/2012	86.37	86.37	10/03/2012	
	80586	FIRST AID SUPPLIES	09/20/2012	244.03	244.03	10/03/2012	
	Total 5080:			330.40	330.40		
<b>HUSKIE TOOLS, INC</b>							
<b>129509</b>							
	481475	TOOL	09/10/2012	2,812.48	2,812.48	10/03/2012	
	Total 129509:			2,812.48	2,812.48		
<b>I. D. EDGE</b>							
<b>5155</b>							
	59390	PRINTER	08/31/2012	2,658.00	2,658.00	10/03/2012	
	Total 5155:			2,658.00	2,658.00		
<b>ICMA RETIREMENT-457-#303143</b>							
<b>5170</b>							
	654461	Contributions	09/13/2012	5,485.25	5,485.25	09/13/2012	
	Total 5170:			5,485.25	5,485.25		
<b>INDUSTRIAL COMM. &amp; ELECTRONICS</b>							
<b>127115</b>							
	13901	RADIO NARROWBAND PROGR	09/14/2012	2,360.00	2,360.00	10/03/2012	
	Total 127115:			2,360.00	2,360.00		
<b>KINCHELOE PLUMBING AND HEATING</b>							
<b>5750</b>							
	090612	STEAM TRAPS - AUDITORIUM	09/06/2012	163.56	163.56	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 5750:				163.56	163.56		
<b>LAMAR, ROBERT</b> 127794							
	082712	REIMBURSEMENT SAFETY GLA	08/27/2012	120.00	120.00	10/03/2012	
Total 127794:				120.00	120.00		
<b>LEDGERWOOD, DUSTIN</b> 129510							
	5160034	REFUND CREDIT BALANCE	09/13/2012	9.35	9.35	10/03/2012	
Total 129510:				9.35	9.35		
<b>LET'S TALK CELLULAR</b> 126952							
	19440	CELL PHONE CASE	08/22/2012	15.00	15.00	10/03/2012	
Total 126952:				15.00	15.00		
<b>MARTIN, ANDREW AND DIANE T</b> 129515							
	6121011	REFUND CREDIT BALANCE	09/19/2012	75.92	75.92	10/03/2012	
Total 129515:				75.92	75.92		
<b>MARTIN, KELLY</b> 126237							
	091912	VOLLEYBALL REFEREE	09/19/2012	37.50	37.50	10/03/2012	
Total 126237:				37.50	37.50		
<b>MAX . R</b> 128364							
	650094	REPLACE DESIGN ON SIGN	09/07/2012	42.77	42.77	10/03/2012	
Total 128364:				42.77	42.77		
<b>MC CUMBER LOCKSMITH SHOP</b> 6390							
	22311	SPARE KEYS	09/04/2012	25.95	25.95	10/03/2012	
Total 6390:				25.95	25.95		
<b>MIDWEST FENCE CO</b> 6650							
	2616	DELINEATOR POSTS	09/12/2012	60.00	60.00	10/03/2012	
	30330	PATHWAY POSTS	09/11/2012	123.00	123.00	10/03/2012	
Total 6650:				183.00	183.00		
<b>MOUNTAIN VALLEY MOTORSPORTS</b> 129472							
	125007	BOAT MOTOR REPAIR	09/06/2012	150.09	150.09	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129472:				150.09	150.09		
<b>MOUNTAIN WEST INC</b>							
<b>6930</b>							
	023238	SOCCER SHIRTS	09/06/2012	1,676.16	1,676.16	10/03/2012	
	023273	SWIM CHALLENGE	09/14/2010	159.95	159.95	10/03/2012	
	023274	SOCCER COACHES SHIRTS	09/14/2012	745.28	745.28	10/03/2012	
	023278	UNIFORMS - ELEC	09/14/2012	31.50	31.50	10/03/2012	
	023287	UNIFORMS - ELEC	09/18/2012	147.22	147.22	10/03/2012	
Total 6930:				2,760.11	2,760.11		
<b>NORCO, INC.</b>							
<b>128948</b>							
	10289120	CO2	09/10/2012	147.11	147.11	10/03/2012	
Total 128948:				147.11	147.11		
<b>NORTHERN GARDENS</b>							
<b>7340</b>							
	062350	REPLACEMENT TREES	08/20/2012	1,687.70	1,687.70	10/03/2012	
	062645	REPLACEMENT TREES	08/30/2012	2,432.60	2,432.60	10/03/2012	
	062647	REPLACEMENT TREES	08/30/2012	1,905.00	1,905.00	10/03/2012	
Total 7340:				6,025.30	6,025.30		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	111226-1	HYDRANT PARTS	09/06/2012	39.20	39.20	10/03/2012	
	119554	STORM SEWER PIPE	09/04/2012	409.50	409.50	10/03/2012	
	122565	2" CC x Comp corp stop	09/07/2012	177.42	177.42	10/03/2012	1115-W
	122565	2" Compression curb stop	09/07/2012	265.98	265.98	10/03/2012	1120-W
	122565	2" FIP x Compression Adapter	09/07/2012	341.88	341.88	10/03/2012	1100-W
	122565	2" MIP x compression adapter	09/07/2012	326.88	326.88	10/03/2012	1107-W
	122565	TAPPING SADDLE	09/07/2012	118.08	118.08	10/03/2012	
	123298	2" Drisco pipe, CTS	09/10/2012	448.00	448.00	10/03/2012	1164-W
	123302	FITTINGS - SPIRIT MTN.	09/12/2012	479.40	479.40	10/03/2012	
Total 7400:				2,606.34	2,606.34		
<b>OFFICE SHOP, THE</b>							
<b>7440</b>							
	9345	COPIER - PD	09/05/2012	532.50	532.50	10/03/2012	
	9346	COPIER - SHOP	09/05/2012	54.78	54.78	10/03/2012	
	9346	COPIER - SHOP	09/05/2012	54.78	54.78	10/03/2012	
	9346	COPIER - SHOP	09/05/2012	54.78	54.78	10/03/2012	
	9346	COPIER - SHOP	09/05/2012	54.79	54.79	10/03/2012	
	9346	COPIER - SHOP	09/05/2012	54.78	54.78	10/03/2012	
	9346	COPIER - SHOP	09/05/2012	54.79	54.79	10/03/2012	
	9347	COPIER - REC CENTER	09/05/2012	1,096.96	1,096.96	10/03/2012	
	9347	COPIER - REC CENTER	09/05/2012	1,096.95	1,096.95	10/03/2012	
	9348	COPIER - CITY HALL	09/05/2012	679.80	679.80	10/03/2012	
	9350	COPIER - ENGINEERING	09/05/2012	178.82	178.82	10/03/2012	
Total 7440:				3,913.73	3,913.73		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>OPATZ ELECTRIC MOTOR REPAIR</b>							
<b>7470</b>							
	15660	FAN MOTOR	08/21/2012	48.50	48.50	10/03/2012	
Total 7470:				48.50	48.50		
<b>OPTIMUM</b>							
<b>129339</b>							
	082812-REC	INTERNET - REC CENTER	08/28/2012	74.90	74.90	10/03/2012	
Total 129339:				74.90	74.90		
<b>PARK CNTY COURT TRTMNT PROGRAM</b>							
<b>127346</b>							
	070212	SPECIAL FUNDING ALLOCATIO	07/01/2012	5,000.00	5,000.00	10/03/2012	
Total 127346:				5,000.00	5,000.00		
<b>PARK COUNTY SHERIFF</b>							
<b>7740</b>							
	083112	INCARCERATION - AUGUST 20	08/31/2012	1,980.00	1,980.00	10/03/2012	
Total 7740:				1,980.00	1,980.00		
<b>PITNEY BOWES INC</b>							
<b>126886</b>							
	8683311-SP12	POSTAGE MACHINE LEASE	09/13/2012	616.38	616.38	10/03/2012	
Total 126886:				616.38	616.38		
<b>PIZZA ON THE RUN</b>							
<b>7970</b>							
	10666	CONCERTS IN THE PARK	08/31/2012	39.96	39.96	10/03/2012	
	10668	CONCERTS IN THE PARK	09/01/2012	41.30	41.30	10/03/2012	
Total 7970:				81.26	81.26		
<b>POLLARD WATER.COM</b>							
<b>127420</b>							
	1334509-IN	FIRE HYDRANT TESTING EQUI	09/12/2012	225.45	225.45	10/03/2012	
Total 127420:				225.45	225.45		
<b>PRO-BUILD</b>							
<b>128149</b>							
	933697	REBUILD BABE RUTH PITCHIN	08/30/2012	13.23	13.23	10/03/2012	
	933981	REBUILD BABE RUTH PITCHIN	09/04/2012	8.89	8.89	10/03/2012	
	934126	FENCE FOR NEW TREES - FRO	09/05/2012	79.99	79.99	10/03/2012	
Total 128149:				102.11	102.11		
<b>PURCHASE ADVANTAGE CARD</b>							
<b>430</b>							
	008455	REC CENTER BIRTHDAY PARTI	09/08/2012	30.06	30.06	10/03/2012	
Total 430:				30.06	30.06		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>QUALITY ASPHALT PAVING INC</b>							
<b>125010</b>							
	1244	ASPHALT - SPIRIT MTN.	09/06/2012	6,552.00	6,552.00	10/03/2012	
Total 125010:				6,552.00	6,552.00		
<b>RAPID VIEW, LLC</b>							
<b>128709</b>							
	35538	AIR PRESSURE CAP - SEWER	09/04/2012	32.57	32.57	10/03/2012	
Total 128709:				32.57	32.57		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	091712	UTILITIES	09/17/2012	39.72	39.72	10/03/2012	
	091712	UTILITIES	09/17/2012	274.82	274.82	10/03/2012	
Total 7570:				314.54	314.54		
<b>S &amp; S WORLDWIDE INC</b>							
<b>124166</b>							
	7462205	REC CENTER PROGRAMS	09/04/2012	541.50	541.50	10/03/2012	
Total 124166:				541.50	541.50		
<b>SCHOENING, KRISTA</b>							
<b>125478</b>							
	091912	VOLLEYBALL REFEREE	09/19/2012	50.00	50.00	10/03/2012	
Total 125478:				50.00	50.00		
<b>SCHOENING, WILLIAM D</b>							
<b>123147</b>							
	091912	VOLLEYBALL REFEREE	09/19/2012	25.00	25.00	10/03/2012	
Total 123147:				25.00	25.00		
<b>SCHUTZMAN, ADAM</b>							
<b>129511</b>							
	15064013	REFUND CREDIT BALANCE	09/13/2012	108.54	108.54	10/03/2012	
Total 129511:				108.54	108.54		
<b>SEARCH &amp; RESCUE</b>							
<b>128434</b>							
	091012	HUNTER SAFETY	09/10/2012	187.20	187.20	10/03/2012	
Total 128434:				187.20	187.20		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	0091287	PRINTER MAINT KIT	09/07/2012	69.99	69.99	10/03/2012	
	0091380	SUPPLIES	09/11/2012	21.78	21.78	10/03/2012	
	0091505	LAMINATE SUPPLIES	09/12/2012	1.72	1.72	10/03/2012	
	0091553	OFFICE SUPPLIES	09/18/2012	17.45	17.45	10/03/2012	
	0091586	SUPPLIES	09/19/2012	3.98	3.98	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9140:				114.92	114.92		
<b>STEWART'S MERCANTILE</b>							
<b>127774</b>							
	17739-88	MEETING EXPENSE	09/06/2012	96.80	96.80	10/03/2012	
Total 127774:				96.80	96.80		
<b>STONE-BUCKNER, CHEYENNE</b>							
<b>129512</b>							
	3088020	REFUND CREDIT BALANCE	08/31/2012	151.11	151.11	10/03/2012	
Total 129512:				151.11	151.11		
<b>TEAM LABORATORY CHEMICAL</b>							
<b>9820</b>							
	89691	STERILIZE DIRT, PARKING, & F	08/31/2012	640.00	640.00	10/03/2012	
Total 9820:				640.00	640.00		
<b>THE UPS STORE</b>							
<b>6240</b>							
	01265	EVIDENCE SHIPPING	09/17/2012	9.30	9.30	10/03/2012	
	0396	SHIPPING (LESS TAX \$.04)	08/30/2012	11.22	11.22	10/03/2012	
	1231	SHIPPING - TOOLS	09/17/2012	62.57	62.57	10/03/2012	
	9273	SHIPPING	08/09/2012	61.12	61.12	10/03/2012	
Total 6240:				144.21	144.21		
<b>THOMSON REUTERS</b>							
<b>128108</b>							
	13981544	GOVT UPDATE NEWSLETTER (	09/09/2012	180.00	180.00	10/03/2012	
Total 128108:				180.00	180.00		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-24197	BRASS ELBOWS	09/06/2012	38.12	38.12	10/03/2012	
	I-24206	IRRIGATION SUPPLIES	09/07/2012	3.06	3.06	10/03/2012	
	I-24214	FITTINGS / SEAL / SAW	09/07/2012	8.83	8.83	10/03/2012	
	I-24214	FITTINGS / SEAL / SAW	09/07/2012	30.04	30.04	10/03/2012	
	I-24214	FITTINGS / SEAL / SAW	09/07/2012	19.97	19.97	10/03/2012	
	I-24270	BRASS FITTINGS	09/12/2012	20.06	20.06	10/03/2012	
	I-24275	LONG LINE TRUCK PARTS	09/12/2012	33.82	33.82	10/03/2012	
	I-24282	LONG LINE TRUCK PARTS	09/13/2012	35.48	35.48	10/03/2012	
Total 9980:				189.38	189.38		
<b>TVETENE TURF</b>							
<b>127838</b>							
	805396	SOD - BABE RUTH FIELD	09/11/2012	175.00	175.00	10/03/2012	
	805396	SOD - BABE RUTH FIELD	09/11/2012	651.00	651.00	10/03/2012	
Total 127838:				826.00	826.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>UW COOPERATIVE EXTENSION SVC</b>							
<b>127214</b>							
	091112	TRAINING - FACILITATION BASI	09/11/2012	25.00	25.00	10/03/2012	
Total 127214:				25.00	25.00		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	005304	OFFICE SUPPLIES	09/13/2012	24.92	24.92	10/03/2012	
	02633	OFFICE SUPPLIES	08/27/2012	50.34	50.34	10/03/2012	
	06062	Snack Cakes	09/18/2012	26.04	26.04	10/03/2012	20027
	06062	Pizza	09/18/2012	35.84	35.84	10/03/2012	20045
	06062	Hot Dogs	09/18/2012	9.88	9.88	10/03/2012	20053
	06062	Chips	09/18/2012	6.48	6.48	10/03/2012	20031
	06062	Applesauce	09/18/2012	5.96	5.96	10/03/2012	20055
	06062	Popcorn	09/18/2012	5.00	5.00	10/03/2012	20049
	06062	HOT CHOCOLATE	09/18/2012	6.76	6.76	10/03/2012	20118
	06062	Fruit Snacks	09/18/2012	10.76	10.76	10/03/2012	20026
	06529	ICE MELT FOR ALL FACILITIES	09/19/2012	440.40	440.40	10/03/2012	
	09761	OFFICE SUPPLIES	09/20/2012	14.26	14.26	10/03/2012	
Total 10330:				636.64	636.64		
<b>WATCO POOLS</b>							
<b>10370</b>							
	15010	REPLACED FLOW METERS	08/24/2012	547.80	547.80	10/03/2012	
	15017	FILTER BAG FOR PENTAIR PR	09/11/2012	308.50	308.50	10/03/2012	
Total 10370:				856.30	856.30		
<b>WAYNE'S BOOT SHOP</b>							
<b>10430</b>							
	10992	BOOTS - PD C20	09/17/2012	279.95	279.95	10/03/2012	
Total 10430:				279.95	279.95		
<b>WCSTELECOM</b>							
<b>124746</b>							
	21152827	LONG DISTANCE	09/01/2012	184.19	184.19	10/03/2012	
Total 124746:				184.19	184.19		
<b>WESCO DISTRIBUTION INC</b>							
<b>10480</b>							
	658367	SYSTEM MAINT	08/30/2012	70.71	70.71	10/03/2012	
Total 10480:				70.71	70.71		
<b>WESTERN PATHOLOGY CONSULT</b>							
<b>10570</b>							
	CP 1693	RANDOM TESTING - PD	08/31/2012	90.00	90.00	10/03/2012	
	CP 1693	RANDOM TESTING - EL	08/31/2012	36.00	36.00	10/03/2012	
	CP 1693	RANDOM TESTING - STREETS	08/31/2012	31.50	31.50	10/03/2012	
	CP 1693	RANDOM TESTING - SHOP	08/31/2012	4.50	4.50	10/03/2012	
	CP 1693	RANDOM TESTING - SANITATI	08/31/2012	31.50	31.50	10/03/2012	
	CP 1693	RANDOM TESTING - WATER	08/31/2012	22.50	22.50	10/03/2012	
	CP 1693	RANDOM TESTING WASTE WA	08/31/2012	13.50	13.50	10/03/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	CP 1693	RANDOM TESTING - REC	08/31/2012	27.00	27.00	10/03/2012	
Total 10570:				256.50	256.50		
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
	4027247	SYSTEM EXPANSION	09/18/2012	648.00	648.00	10/03/2012	
	4027248	GOLF COURSE PROJECT	09/18/2012	849.42	849.42	10/03/2012	
	4027366	TRANSFORMER	09/18/2012	1,585.00	1,585.00	10/03/2012	
	4027369	SYSTEM REPAIRS	09/18/2012	375.50	375.50	10/03/2012	
Total 10605:				3,457.92	3,457.92		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>							
	76611	LIFTS FOR REC CENTER CLEA	08/02/2012	570.86	570.86	10/03/2012	
Total 10660:				570.86	570.86		
<b>WYOMING MUNICIPAL POWER AGENCY</b>							
<b>10920</b>							
	083112	POWER PURCHASE - AUGUST	08/31/2012	790,666.21	790,666.21	10/03/2012	
Total 10920:				790,666.21	790,666.21		
<b>YANKEE CAR WASH</b>							
<b>128282</b>							
	083112	CAR WASHES - ADMIN	09/04/2012	15.00	15.00	10/03/2012	
	083112	CAR WASHES - PD	09/04/2012	114.72	114.72	10/03/2012	
	083112	CAR WASHES - BUILDING INSP	09/04/2012	28.00	28.00	10/03/2012	
	083112	CAR WASHES - ELEC. DEPT.	09/04/2012	10.00	10.00	10/03/2012	
Total 128282:				167.72	167.72		
Grand Totals:				1,103,153.96	1,103,175.14		

PAYROLL TOTAL \$214,704.31

GRAND TOTAL \$1,317,879.45

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

MEETING DATE: OCTOBER 2, 2012  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: JOLENE OSBORNE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEVE PAYNE

## **AGENDA ITEM SUMMARY REPORT**

### **Halloween Closure of Sheridan Avenue**

#### **BACKGROUND**

Cody has developed a popular Downtown Halloween Festival where the downtown merchants provide candy to the City's children on Halloween. The City has closed Sheridan Avenue for the festival for the last four years to help assure the safety of the children.

#### **SUMMARY**

The Public Works department has prepared a street closure plan that will prohibit vehicular traffic on Sheridan Avenue from 10<sup>th</sup> to 14<sup>th</sup> Streets from 3:30 PM to 6:30 PM on Wednesday, October 31, 2012. We will need the assistance of the Police Department and approximately ten public works employees to man the barricades during this period and to set up the detour signs. Attached is an application to request permission from WYDOT to close the state highway for this event.

#### **FISCAL IMPACT**

Unless we flex the work schedules of the streets crews, we will have overtime costs for the Public Works employees.

#### **ALTERNATIVES**

1. Keep the streets open for traffic during the Downtown Halloween Festival.

#### **RECOMMENDATION**

Although the public will be inconvenienced by the street closures and the City may be liable for overtime pay costs, the staff believes that the safety of the children should be the overriding priority for the City. We recommend that Council approve the closure of Sheridan Avenue for the three hour period on October 31, 2012 and authorize the Mayor to sign the attached Special Event Permit application to WYDOT.

#### **ATTACHMENTS**

1. WYDOT Special Event Permit Application
2. Halloween Downtown Street Closure Map

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



Wyoming Department of Transportation

Application for Special Event Permit

Event Name: City of Cody Downtown Halloween Festival; Event Date: October 31, 2012; Type of Event: Halloween event street closure for the safety of children; Course Information: Total closure; Event Director or Organizer: Stephen Payne, Public Works Director; Telephone Number: 307-527-7511; Address: 1338 Rumsey Avenue, PO Box 2200, Cody, WY 82414; Estimated Number of Participants: +/- 800

I (we) City of Cody hereby make application for a special event permit upon the right-of-way of highway 14, 16, 20 Sheridan Avenue between milepost 46 +89 and milepost 66 +89 on 10/31/2012 between 3:30 pm and 6:30 pm.

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

EVENT DESCRIPTION: (Attach event map) Downtown Halloween Festival: The City of Cody proposes the closure of Sheridan Avenue (Hwy 14, 16, 20) from 10th Street to 14th Street to allow children to freely visit the downtown merchants for Halloween treats. City street crews and City police will close streets and redirect traffic as indicated on the attached traffic control plan.

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

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000 combined single limit for all claims arising out of a single accident or occurrence, and naming the State of Wyoming, Wyoming Department of Transportation as additional insured.

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

Name (Please Print): [Blank]; Signature: [Blank]; Date (Minimum of 60 days prior to event): [Blank]; Address: 1338 Rumsey Ave, PO Box 2200; City: Cody, WY 82414; Telephone: 307 - 527 - 7511

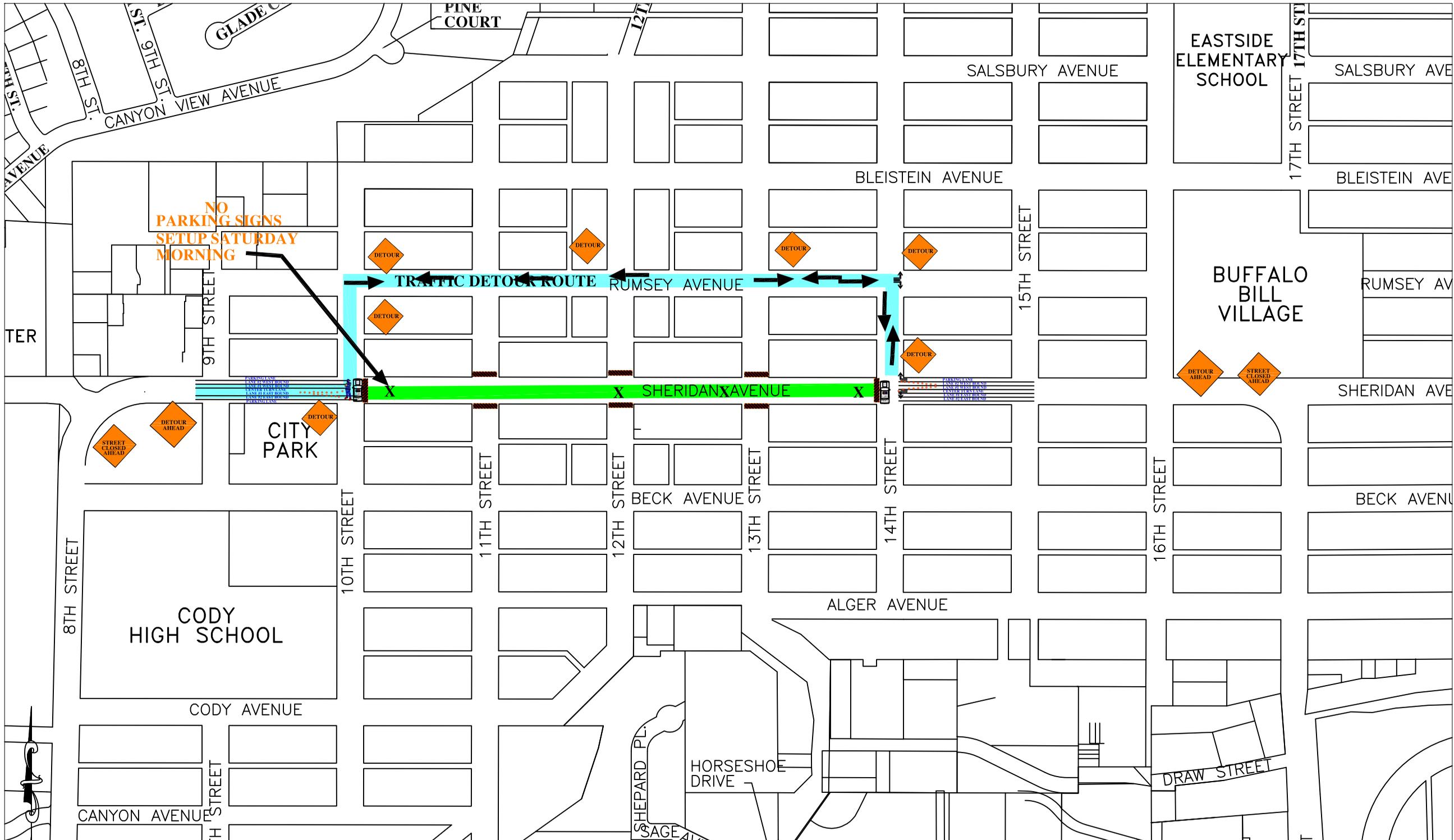
Approval must be obtained from the city, town or county government if the closure restricts the use of any road, street or highway of the affected jurisdiction.

Approved by city or town if applicable

Approved by county if applicable

Signature / title

Signature / title



NO PARKING SIGNS  
SETUP SATURDAY  
MORNING

TRAFFIC DETOUR ROUTE

RUMSEY AVENUE

SHERIDAN AVENUE

CITY PARK

CODY HIGH SCHOOL

EASTSIDE  
ELEMENTARY  
SCHOOL

BUFFALO  
BILL  
VILLAGE

NOT TO SCALE

# HALLOWEEN DOWNTOWN STREET CLOSURE

# **LOCAL GOVERNMENT LIABILITY POOL**

P.O. Box 20700 Cheyenne, WY 82003-7015

Toll free: 888-433-1911 Cheyenne area: 307-638-1911 FAX: 307-638-6211

Website: [lglpwyoming.org](http://lglpwyoming.org) e-mail: [lglp@lglp.net](mailto:lglp@lglp.net)

## **MEMORANDUM OF LIABILITY COVERAGE**

### **DECLARATION PAGE**

**MEMBER AGENCY:** City of Cody  
PO Box 2200  
**ADDRESS:** Cody WY 82414-2200

**MEMBER DEDUCTIBLE:** \$5,000.00 per occurrence

**COVERAGE LIMIT:** For covered claims subject to the Wyoming Governmental Claims Act (W.S. 1-39-101 et seq.):

- \$250,000 - per claimant; but not more than
- \$500,000 - per occurrence for all claimants

**FEDERAL & OUT-OF-STATE CLAIMS:**

- \$1,500,000 - per occurrence for all claimants
- \$5,000,000 - annual aggregate

**COVERAGE PERIOD:** 12:01 A.M., July 1, 2012, to 11:59 P.M. June 30, 2013.

MEETING DATE: OCTOBER 2, 2012  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT**

### **PROFESSIONAL SERVICES CONTRACT**

#### **ACTION:**

Staff requests that the Mayor and Council award a professional services contract to the Architectural Firm of Plan One as recommended by the Public Works subcommittee and authorize the Mayor to sign a professional services contract with said firm. The authorization should be subject to review and approval of the contract by the City Attorney. The professional services contract will include the Design, Bid and Construction Observation and Administration duties associated with the construction of the Sanitation Building.

The City received proposals from Plan 1, a joint venture of Point Architects/EA, JL Engineering, LLC and Precision Plan and Design, Inc.

#### **SUMMARY:**

In FY 2011-2012 the Council authorized the construction of a new Sanitation Building, The construction of a new shop building for the Sanitation Dept. will enable all of the sanitation facilities to be housed in one location, will enable all of the sanitation vehicles to be stored inside which will make a big impact on the division during the winter months and will address an on-going safety hazard that has led to several backing accidents at the existing streets shop. At present, all of the sanitation trucks have to back into the existing shop and are so tight that they have to angle into their parking stalls to miss adjoin vehicles. The new building will have a cascade effect in that the streets shop will open up for better utilization of that building, existing streets dept equipment that is stored at the Draw Street Building will be able to move to the shop and finally the Police and Parks Departments will be able to better utilize the Draw Street Building.

#### **FISCAL IMPACT**

The Sanitation Building Project had been estimated to cost \$627,000 to complete. Architectural Fees were estimated at approximately \$60,387 including the reimbursables. Plan One's fee proposal is for a not to exceed amount of \$42,000.

#### **ALTERNATIVES**

Award the professional services contract to the Architectural Firm of Plan One as recommended by the Public Works subcommittee and authorize the Mayor to sign the professional services contract with said firm.

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council awards the professional services contract to the Architectural Firm of Plan One as recommended by the Public Works subcommittee and authorize the Mayor to sign the professional services contract with said firm subject to review and approval of the contract by the City Attorney.

#### **ATTACHMENTS**

None

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

Plan One

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

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

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council (“WBC”), whose address is 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002 and the City of Cody, a political subdivision of the State of Wyoming (“Grantee”), whose address is P.O. Box 2200, Cody, Wyoming 82414.

2. **Purpose of Grant Agreement.** The WBC shall provide Business Ready Community Grant and Loan Program (“BRC”) Community Enhancement funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the “Project”) described in Attachments A, B and C attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee’s receipt of monies hereunder.

3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by December 31, 2013, unless an extension is approved by WBC. This grant agreement shall terminate on June 30, 2017, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed two hundred forty-two thousand four hundred fifty-one dollars (\$242,451) (“Grant”). Payment will be made following Grantee’s delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC’s BRC budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A and C which are attached and made a part of this Grant Agreement.

6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning BRC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

ORIGINAL

92986

**7. Special Provisions.**

**A. Budget Transfer Limitation.** Grantee agrees it will not exceed any of the line item totals listed in Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

**B. Default and Remedies.** In the event Grantee or any subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee 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 Grantee; and/or

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

**C. Extension of Construction.** WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee 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. All other extensions shall be done by written amendment to this Grant Agreement.

**D. Monitor Activities.** The WBC shall have the right to monitor all Project related activities of the grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

**E. No Finder's Fees.** No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

**F. Non-Supplanting Certification.** Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

**G. Publicity.** Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Business Ready Community Grant and Loan Program as the funding program.

**H. Reporting.** Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement upon completion of construction services.

**I. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

## **8. General Provisions**

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

**B. Americans with Disabilities Act.** The Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

**C. Applicable Law/Venue.** The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

**D. Assignment.** Certain duties and responsibilities of the Grantee may be delegated to the Cody Stampede Board, a Wyoming non-profit Corporation, whose address is 1031 12<sup>th</sup> Street/P.O. Box 295, Cody, Wyoming 82414, pursuant to the Project Contingency and Development Agreement shown in Attachment C. Those duties include, but are not limited to

Grant Agreement Between the Wyoming Business Council and the City of Cody  
Cody Stampede Revitalization Community Enhancement Project

construction and property management, and operations and maintenance of the Project funded by this Grant. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC. Any assignment to the Cody Stampede Board as permitted by the preceding sentence will not relieve Grantee of its responsibility to perform or cause to be performed all duties under this Grant.

**E. Assumption of Risk.** The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

**F. Audit/Access to Records.** The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

**G. Availability of Funds.** Each payment obligation of the WBC is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Grant may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the WBC to terminate this Grant Agreement to acquire similar services from another party.

**H. Award of Related Grant Agreements.** The WBC may undertake or award supplemental or successor grant agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

**I. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

**J. Entirety of Grant Agreement.** This Grant Agreement consisting of eight (8) pages, Attachment A, consisting of one (1) page, and Attachment B, consisting of one (1) page, and Attachment C, consisting of eight (8) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**K. Extensions.** Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or

extension will be determined at the discretion of WBC and subject to any necessary WBC approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

**L. Indemnification.** The Grantee shall indemnify, defend, and hold harmless the State, the WBC, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Grantee's malpractice.

**M. Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

**N. Kickbacks.** The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WBC may, at its discretion, terminate this Grant Agreement without liability to the WBC, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**O. Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

**P. Ownership of Documents/Work Product/Materials.** All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

**Q. Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

**R. Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of this Grant Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**S. Sovereign Immunity.** The State of Wyoming and WBC do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity, and each 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. 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 Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**T. Taxes.** Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

**U. Termination of Grant Agreement.** This Grant Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

**V. 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

**W. Time is of the Essence.** Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

**X. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

**Y. Unused/Misused Funds.** The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

**Z. Waiver.** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

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

**WYOMING BUSINESS COUNCIL**

\_\_\_\_\_  
Robert K. Jensen, Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Molly Spangler, Director  
Investment Ready Communities

\_\_\_\_\_  
Date

**CITY OF CODY**

\_\_\_\_\_  
Nancy Tia Brown, Mayor  
City of Cody

\_\_\_\_\_  
Date

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

S. Jane Caton #92986  
S. Jane Caton  
Senior Assistant Attorney General

9-20-12  
Date

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

Grantee will receive the sum of \$242,451 of the Business Ready Community (BRC) program funds. Grantee will, in turn, use the funds to enhance the Cody Stampede rodeo facilities located at 519 West Yellowstone Avenue. The Cody Stampede Board, as a community development organization, owns and manages the facility. The grandstands are 36 years old and currently do not meet American with Disabilities Act (ADA) standards. Grant funds will be used to renovate the existing seating area to include 29 ADA compliant seats accompanied by companion seating. The facility currently has 10 ADA compliant seats. Grant funds will also be used to replace the front aisle wooden decking, ramp replacement leading up into the grandstands, hand railing replacement, installation of a new roof over the facility, addition of 28 new parking spaces that meet ADA requirements, and entranceway enhancements including, new electronic signage and a new east end log gate will be installed. The Cody Stampede organization will be responsible for ongoing operation and maintenance expenses.

The project is more particularly described in the BRC application received by the WBC on March 2, 2012, and the Project Contingency and Development Agreement made August 21, 2012, by and between the City of Cody and the Cody Stampede Board.

Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about increased revenues from additional events hosted, number of attendees, tourism efforts, additional investments, marketing, business recruitment, and business development efforts.

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

<b>Projected Grant Expenditure Schedule for Cody Stampede Project</b>			
<b>DESCRIPTION</b>	<b>BRC</b>	<b>MATCH</b>	<b>TOTAL</b>
		<b>Cash (Cody Stampede Board)</b>	
<b>Non Construction Costs</b>	\$30,700	\$30,700	\$61,400
<b>Construction Costs</b>	\$211,751	\$211,750	\$423,501
<b>Total Project Cost</b>	<b>\$242,451</b>	<b>\$242,450</b>	<b>\$484,901</b>

For the above Projected Grant Expenditure Schedule "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at fifty percent (50%). Verification of all in-kind contributions must be submitted to the WBC.

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee 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 Grantee must provide the WBC with all necessary information regarding the funding.

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

**Project Contingency and Development Agreement**

**THIS AGREEMENT** (this "Agreement") is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming ("City of Cody") and the Cody Stampede Board, a Wyoming non-profit Corporation.

**RECITALS**

- (A) The City of Cody will apply for a Wyoming Business Council Community Readiness Grant (the "Grant") from the Wyoming Business Council ("WBC") in the amount of four hundred eighty four thousand nine hundred and one dollars (\$484,901) and will allocate the grant funds to the Cody Stampede Board to rehabilitate the south side grandstands by creating twenty nine (29) ADA Compliant seats, reconstructing the ramps, replacing the wood decking on the main grandstand floor, replacing the railings, reconstructing the roof, creating a new ADA compliant parking area, erecting a new lit, animated and electric sign, and constructing log gate posts and a gate.
- (B) The Cody Stampede Board has committed to provide the project match of 50% which equates to \$242,450.50 in addition to the operation and maintenance of said infrastructure and improvements; and,
- (C) The City of Cody and Cody Stampede Board are aware that the construction and improvements made to the Cody Stampede Grounds would facilitate safety to the patrons attending the rodeo events; comply with the Americans with Disabilities Act requirements; beautify and create a better visual attraction to the visitors entering Cody from Yellowstone as well as those visitors exiting Cody on their way to Yellowstone; and ensure that the tradition of rodeo in the Cody Community will go on for years to come.
- (D) The program under which the grant is given authorizes project administration by a community development organization other than the Grant Applicant pursuant to a written agreement between the applicant and the community development organization, however, the City of Cody and the Cody Stampede Board agree that the project administration will be the responsibility of the City of Cody in cooperation with and in reliance on the Cody Stampede Board.
- (E) The parties agree and understand that the City of Cody will have to sign a grant agreement with the Wyoming Business Council, and that the Cody Stampede Board will review and become familiar with the terms and conditions of that agreement, and will cooperate with the City of Cody in complying and fulfilling the terms and conditions of that agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. PROJECT DESCRIPTION:**

The project involves the rehabilitation of the south side grandstands of the Cody Stampede Grounds, creating 29 ADA compliant seats, with companion seating, the reconstruction of the ramps of the grandstand, replacement of the wood decking on the main floor of the grandstand, replacement of the railings on the grandstand, reconstruction of the roof of the grandstand, the creation of new ADA compliant parking and pathway to the grandstands, the erection of a new, animated, lit and electronic reader board sign, and the construction of log gate posts and a gate at the east entrance of the grounds.

**2. OBLIGATIONS OF THE CODY STAMPEDE BOARD**

- a. The Cody Stampede Board shall work closely with the City of Cody to ensure that all planning, bidding and construction is performed in accordance to Wyoming State Law.
- b. The Cody Stampede Board fully recognizes that the project administration will be the responsibility of the City of Cody, and that all work performed must receive the approval of the City of Cody prior to the commencement of any work performed.
- c. The Cody Stampede Board shall name a Board Member(s) who shall act as the liaison of the project between the City of Cody and the Cody Stampede Board to ensure that timely decisions are made.
- d. The Cody Stampede Board shall ensure payment of the funds necessary to satisfy the matching requirements of the grant for the infrastructure improvements, construction, and including any cost overruns which may occur in the project.
- e. The Cody Stampede Board shall not enter into or negotiate any contracts with, or make any promises, representations or assurances to contractors, sub-contractors, engineers, architects or other professionals to perform any work on this project, nor shall the Cody Stampede Board commence any work on the project, without first obtaining approval from the City of Cody. The Cody Stampede Board understands that failure to comply with the terms of this agreement, or the terms of the grant agreement executed by the City of Cody and the Wyoming Business Council could result in a loss of grant funds, and a reimbursement to the Wyoming Business Council or City of Cody for grant funds already spent. Any and all contracts for work to be performed pursuant to this Agreement shall be signed by the Cody Stampede Board as Owner and the City of Cody as payor.

**3. BREACH AND REMEDIES**

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the

conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the nondefaulting party(ies) may take steps reasonably necessary to enforce its/their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, may, upon mutual agreement of the parties, be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Cody, Wyoming.

**4. REPRESENTATIVES/NOTICES**

The City of Cody designates Nancy Tia Brown as their Representative, and the Cody Stampede Board designates Marc Thompson as its representative. All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

**City of Cody  
Mayor Nancy Tia Brown  
PO Box 2200  
Cody, WY 82414**

**Cody Stampede Board  
Marc Thompson  
1031 12<sup>th</sup> Street  
Cody, WY 82414**

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail (telefaxed notices shall be deemed given upon completion of transmission to the duly assigned telefax number of the party to whom such notice is given).

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and City of Cody does not have authority to sign without an affirmative vote of the City Council.

## **5. REPRESENTATIONS AND WARRANTIES OF THE CODY STAMPEDE BOARD**

The Cody Stampede Board represents and warrants to the City of Cody that:

- a. **Corporate Status.** Cody Stampede Board is a non-profit corporation duly organized, validly existing and in good standing under the laws of Wyoming.
- b. **Corporate Power.** Cody Stampede Board has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary corporate action by the **Cody Stampede Board**. This Agreement is a valid and binding obligation of the **Cody Stampede Board**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).
- c. **Nonbreach of Other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated here in will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of the **Cody Stampede Board**.
- d. **No Pending Lawsuits.** There are no actions, suits, or proceedings against the **Cody Stampede Board** pending, or to the knowledge of the **Cody Stampede Board** threatened before any court or by or before any governmental instrumentality, which could have a materially adverse effect on the ability of the **Cody Stampede Board** to perform its obligations under this Agreement.
- e. **No Default in Court Orders or Similar Agreements.** There exists no default by the **Cody Stampede Board** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and the **Cody Stampede Board** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.
- f. **Signatory Authority.** Each person signing this Agreement on behalf of the **Cody Stampede Board** has the full authority to sign on behalf of and bind the **Cody Stampede Board** to this Agreement.

## **6. NECESSARY ACTS AND FUTURE ASSURANCES**

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

## **7. VENUE AND JURISDICTION**

This Agreement will be construed under the laws of the State of Wyoming. Venue and jurisdiction shall lie in the District Court, Fifth Judicial District in Park County, Wyoming.

**8. BENEFICIARIES**

This Agreement is negotiated for the exclusive benefit of the parties hereto and to the residents, visitors, and patrons of Cody, Wyoming.

**9. NO WAIVER OF IMMUNITIES**

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights or privileges of the City of Cody under the doctrines of sovereign or governmental immunity nor shall in any way be deemed a waiver of any of the requirements, defenses, limits, or immunities provided by the Wyoming Governmental Claims Act and the Wyoming Constitution.

**10. AVAILABILITY OF FUNDS**

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement then this Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as result of termination under this section.

**11. COMPLIANCE WITH LAWS**

The City of Cody and the Cody Stampede Board shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

**12. INDEMNITY**

The Cody Stampede Board shall indemnify, defend and hold the City of Cody harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by the Cody Stampede Board related in any way to this Agreement including but not limited to claims for injuries, death, and property damage arising during the project, and claims for repayment or any grant funds to the Wyoming Business Council arising from the Cody Stampede Board's breach or failure to comply with this Agreement or the terms of the Grant Agreement.

### 13. CONTRACTUAL MATTERS

- a. **Performance Matters.** With respect to the performance of this Agreement, Cody Stampede Board agrees as follows:
- i. **Nondiscrimination.** Cody Stampede Board shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"). 42 U.S.C. 12101, et seq. Cody Stampede Board shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.
  - ii. **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Cody Stampede Board relative to the construction of the infrastructure, shall identify the City of Cody and WBC as the sponsoring agencies and shall not be released without prior written approval from the City of Cody. The City of Cody will respond within a reasonable time to requests by Cody Stampede Board regarding proposed publicity.
- b. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the City of Cody as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the City of Cody. In the event the City of Cody does not pass a resolution supporting the application by the City of Cody to WBC for grant funds for the infrastructure and grounds improvements, the City of Cody shall have the right to declare this Agreement null and void and of no further force or effect. Thereby, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.
- c. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Agreement. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be in the Fifth Judicial District in Park County, Wyoming.
- d. **Audit.** The City of Cody and Cody Stampede Board and any of its representatives shall have access to any books, documents, papers, and records of Cody Stampede Board which are pertinent to this Agreement and which are not legally privileged. Additionally, Cody Stampede Board shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

- e. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- f. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.
- g. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- h. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, and materials of any kind related to the construction of the project shall be considered all times to be the property of Cody Stampede Board.
- i. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.
- j. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- k. **Successors and Assigns.** Cody Stampede Board shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the City of Cody. The terms of this Agreement shall bind the

parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the City of Cody.

- i. **Modification**. This Agreement may be amended or modified only in a writing signed by all the parties hereto.
- m. **Paragraph Headings**. Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- n. **Waiver and Failure to Declare a Default**. The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for such any subsequent default or violation.
- o. **Interpretations**. Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.
- p. **Invalid Provisions**. It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.
- q. **Facsimile Signatures and Counterparts**. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective \_\_\_\_\_, 2012.

**CITY OF CODY, WYOMING**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
*Nancy LaBonne*  
*Mayor*

**CODY STAMPEDE BOARD**

*CODY STAMPEDE,*  
*a WYOMING NON-PROFIT CORPORATION*  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
*[Signature]*  
*PRESIDENT*

MEETING DATE: OCTOBER 2, 2012  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: SARA WEAD, ASSISTANT  
ADMINISTRATIVE SERVICE OFFICER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Request for a new Microbrewery Permit**

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

Approve issuing a microbrewery permit to Pat O'Hara Brewing Co., LLC dba Pat O'Hara Brewing Co., LLC located at 1019 15<sup>th</sup> St and authorize the sale of other malt beverages for on-premise consumption under the microbrewery permit, contingent upon receiving proof of issuance of a Federal Brewery permit.

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

State Statute 12-4-412 provides that an entity may hold a Microbrewery permit which allows the licensee to brew and dispense the brewed malt beverage. The City of Cody may authorize sale of other malt beverages under a microbrewery permit for on-premise consumption when obtained through licensed wholesale malt beverage distributors per State Statute 12-4-412(b)(i).

Dr. Leonard Moore of Pat O'Hara Brewing Co., LLC has applied for a Microbrewery permit and has requested authorization to sell other malt beverages per State Statute 12-4-412 (b)(i). The establishment will not be open to minors as the dining room is a part of the microbrewery manufacturing room and dispensing room. Dr. Moore plans to offer four styles of beer along with seasonal specialty brews for on-premise and off-premise consumption.

#### **FISCAL IMPACT**

If approved, the City of Cody would receive a prorated license fee for the portion of the year the license is issued. Upon renewal, an annual license fee of \$400.00 would be received.

#### **ALTERNATIVES**

1. Approve the issuance of the microbrewery permit and authorize the sale of other malt beverages for on-premise consumption contingent upon Pat O'Hara Brewing Co., LLC obtaining a Federal Brewery permit.
2. Approve the issuance of the microbrewery permit contingent upon Pat O'Hara Brewing Co., LLC obtaining a Federal Brewery permit.
3. Deny the issuance of the microbrewery permit.

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

**ATTACHMENTS**

Microbrewery permit application and attachments, request for authorization to sell other malt beverages under the microbrewery permit, business plan.

**AGENDA & SUMMARY REPORT TO:**

Dr. Leonard Moore 307-899-3673

**FOR NEW LICENSES AND TRANSFER  
LICENSE AND/OR PERMIT APPLICATION  
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY**

**To be completed by the City, Town or County Clerk:**

Date Filed: 9 / 4 / 2012

	<u>Annual Fee</u>	<u>Prorated Fee</u>
Basic Fee:	\$ <u>400.00</u>	\$ <u>332.20</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>260.00</u>	

Required Attachments Received: Yes

Advertising Dates(4): 9/10, 9/17, 9/24, 10/1/2012

Hearing Date: 10 / 02 / 2012

Local Licensing Number: \_\_\_\_\_

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

A copy must be immediately forwarded to:  
State of Wyoming Liquor Division  
1520 E 5<sup>th</sup> Street  
Cheyenne WY 82002-0110

Formerly Held by: \_\_\_\_\_

Applicant: Pat O'Hara Brewing Co. LLC

Trade Name (dba): same

Premise Address: 1019 15th Street  
Number & Street

Cody WY 82414 Park  
City State Zip County

Mailing Address: 1019 15th Street  
Number & Street or P.O. Box

Cody WY 82414  
City State Zip

Business Telephone Number: (307) 899-3673

Fax Number: \_\_\_\_\_

E-Mail Address: tooth@vcn.com

For the license term: 10 02 2012  
Month Day Year

Through: July 31 2013  
Month Day Year

<p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u> <input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p><b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE     <input type="checkbox"/> on-premise only     <input type="checkbox"/> off-premise only     <input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input checked="" type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon through Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11 AM - 2 AM</u></p>
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1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

A 36' x 50' Room on the East portion of the building. Same for manufacturing facility

(b) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:  
O.T. the N. 50' of Lots 31 + 32 BIK 8 Zone D-2

2. Do you W.S. 12-4-103 (a) (iii):

(1) **OWN** the building in which sales room is located?  YES (own)  
(2) **LEASE** the building in which sales room is located?  YES (lease)

(A) **DATE** lease expires January 17 2017 located on page 2 paragraph 4 of lease document.  
(B) Provision for **SALE** of alcoholic or malt beverages located on page 3 paragraph 8A of lease document.

**NOTE:** Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:
- 

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)  YES  NO  
 If "YES", explain: \_\_\_\_\_

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):**

8. (a) Have you submitted a valid food service permit upon application? W.S. 12-4-407(a) W.S. 12-4-413(a)  YES  NO  
 (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b)  YES  NO  N/A

**RESORT LICENSE: Complete questions 9(a) through 9(c):**

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO  
 (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO  
 (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

**MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:**

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii)  YES  NO  
 If "YES", please specify type:  Microbrewery  Winery  Retail  Restaurant  Resort  Bar and Grill:

11. (a) Do you self distribute your products?  YES  NO  
 (b) Do you distribute your products through an existing malt beverage wholesaler?  YES  NO

**ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:**

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

- (a) The name and address of the grand lodge or national organization is: \_\_\_\_\_  
 (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?  YES  NO  
 (c) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO  
 (d) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

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

- (a) The name and address of the National Veterans organization is: \_\_\_\_\_  
 (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes?  YES  NO  
 (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License **(THE PETITION MUST BE ATTACHED TO APPLICATION)** ?  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):**

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

**16. (a) If applicant is an Individual or Partnership:** State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership. **If the application is for a Club:** State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

**(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Leonard Ray Moore				8 months	95%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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



Pat O'Hara Brewing Co. LLC  
1019 15<sup>th</sup> Street  
Cody Wy.

I request the council allow the sale of other malt beverages by Pat O'Hara Brewing Co. as authorized by state statute 12-4-12 (b) i.

Thank You  
Leonard Moore  
Manager  
Pat O'Hara Brewing Co. LLC

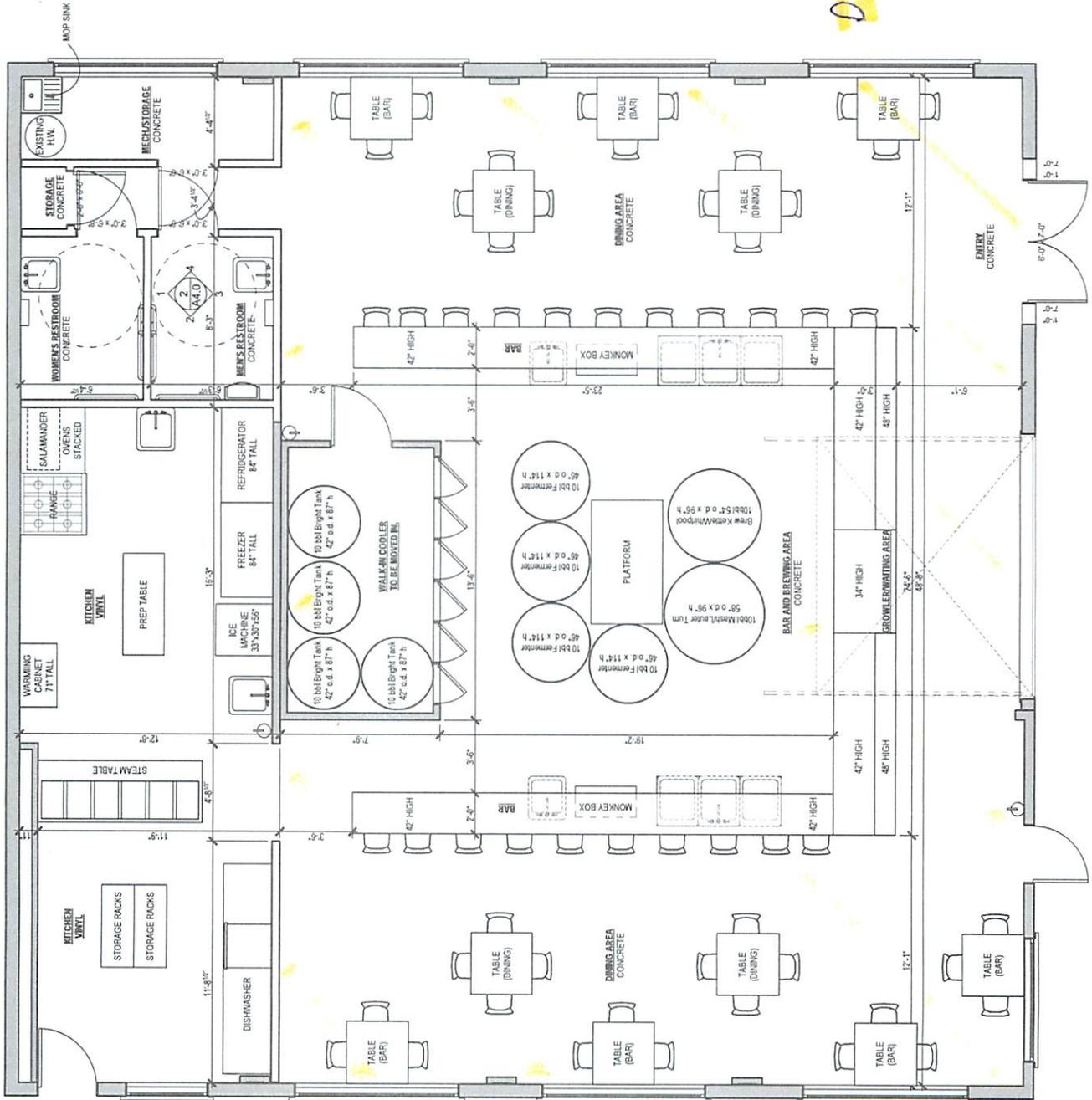


N

Dispensing Room

36' x 50'

East portion of building





Wells Fargo Bank, N.A.  
Cody Business Banking Group  
MAC C7835-011  
1401 Sheridan Avenue  
Cody, WY 82414

September 5, 2012

City of Cody  
1240 Beck Ave.  
Cody, WY 82414

RE: Pat O'Hara Brewing Company/Leonard Moore

To Whom it May Concern:

This letter is a reference letter for Pat O'Hara Brewing Company and Leonard Moore. The Pat O'Hara Brewing Company is a startup company and currently has limited history with our bank. Mr. Moore, the owner of the company, has banked with us since 1997. During that time Mr. Moore has had a number of loans with our bank, which he has handled in a very satisfactory manner. He continues to handle his current credit in a like manner. In addition, Mr. Moore currently has a number of depository accounts with our bank that have been handled in a very satisfactory manner.

If you should have any questions, please feel free to contact me at (307)527-2617.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig L. Caldwell", with a long horizontal flourish extending to the right.

Craig L. Caldwell  
Sr. Business Relationship Mgr.

CLC:hsm

Together we'll go far



# LEASE

THIS LEASE made and executed on this 17<sup>th</sup> day of January, 2012 by and between The Charles H. Stump Family Trust, dated May 14, 1998, of 96 Southfork Road, Cody, Wyoming, (Charles Howard Stump and Esther Janice Stump, trustees, or any other trustees designated) ("LESSOR"), and Pat O'Hara Brewing Company, L.L.C, a company registered in the State of Wyoming and located in the City of Cody, Wyoming at address 1019 15<sup>th</sup> St (D.S.) ("LESSEE").

## 1. DESCRIPTION OF PREMISES

LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the building and property (the "Leased Premises" or "Premises") located at 1019 15th Street in Cody, Wyoming, described as follows:

*The North 50 feet of Lots 31 and 32, Block 8, Original Town (now City) of Cody, Park County, Wyoming, together with all and singular the tenements, hereditaments, and appurtenances thereon or hereunto belonging or in anywise appertaining.*

## 2. RENTAL CHARGE

A. LESSEE agrees to pay to LESSOR as rental for the term of This Lease, at 96 Southfork Road or such other place as the LESSOR may designate from time to time, the sum of One Thousand dollars (\$1000.00) per month. If, in any month, the payment exceeds the stated monthly amount, the amount in excess will be applied to the following month(s). Regular monthly rental payments of the full stated monthly amount shall be due and payable on the 17<sup>th</sup> day of each month.

B. If the rent required to be paid herein, or any part thereof is not paid within ten (10) days of the due date, written notice will be sent or delivered to LESSEE. If said default in payment continues for five (5) days after written notice of default, LESSOR may declare This Lease in default, and proceed to pursue their remedies at law. If LESSEE remains in possession of the Premises for more than three (3) days after the lawful termination of This Lease, LESSEE shall be deemed guilty of unlawful retainer, hereby confesses judgment thereto, and is subject to the remedies provided by law in such cases.

## 3. DEPOSIT

Prior to taking possession of the Premises LESSEE agrees to pay a security deposit of \$1000.00 along with the first and last month's rent for a total of \$3000.00 and must show that utility and gas deposits

have been made and said utility and gas services have been placed in LESSEE'S name, at which time two (2) sets of keys to the Premises will be given to LESSEE. In the event LESSEE vacates the Premises, the security deposit may or may not be returned in part or in full, at the discretion of the LESSOR, depending on the condition of the "Leased Premises".

#### **4. TERM**

A. The term of This Lease shall be five (5) years.

B. Holding over or continuation of any business by LESSEE after the expiration of This Lease shall be considered to be a renewal or extension of This Lease, with the length of such additional term being one month, providing the rent is paid when due. In the event of such holdover, LESSOR reserves the right to reasonably increase the monthly rental charge. A new lease with a term of not less than one (1) year must be negotiated, executed and signed by LESSOR and LESSEE within 30 days of the termination of This Lease.

#### **5. TERMINATION**

A. Either LESSOR or LESSEE may terminate This Lease for cause at any time by delivering a written 30-day notice stating the reason for such termination. When vacating the Premises, LESSEE agrees to leave Leased Premises in as good or better condition as when he/she moved into it. Floors, cabinets, cupboards, and all equipment and fixtures will be in good repair and clean. All light bulbs and or fluorescent tubes shall be in place and in working order and keys will be returned. Walls and woodwork will be clean, garbage and refuse will be removed. Any damage to Leased Premises will be repaired. All keys to the premises provided by LESSOR, and all copies thereof shall be surrendered to LESSOR. Any permanent fixtures or additions made to Leased Premises by LESSEE, except as noted in Paragraph 9, will become a part of the Leased Premises and, as such, will remain on the Premises when LESSEE vacates unless previous written agreements have been made between LESSOR and LESSEE.

#### **6. DEFAULT**

A. LESSOR'S Right to Terminate Lease: In the event of LESSEE'S default as stated herein, LESSOR, after notice as required in paragraph 2, at his/her option, without further notice, may terminate This Lease and any and all interest of LESSEE and may thereupon immediately re-enter and take possession of the Leased Premises. When vacating the Leased Premises, LESSEE shall leave Leased Premises as stated in paragraph 5A.

B. LESSOR Remedies Cumulative: Each and all of the remedies given to LESSOR in This Lease or by law shall be cumulative, and the exercise of one right or remedy by LESSOR shall not impair his/her right to exercise any other right or remedy.

## 7. OCCUPANCY AND ACCEPTANCE OF PREMISES

By entering into and occupying the Leased Premises, LESSEE shall be deemed to acknowledge that the Leased Premises are in good order and repair.

## 8. USE OF PREMISES

A. Purpose: LESSEE shall use the Leased Premises for the purpose of conducting a micro-brewery, bar, restaurant, and brew pub and no part of the Leased Premises shall be used for any other purpose without the prior written consent of the LESSOR.

B. Legal Use and Insurance Compliance: LESSEE shall make no offensive or unlawful use of the Leased Premises or any part thereof, or cause or permit any offensive or unlawful use to be made of the Leased Premises or any part thereof by any party. LESSEE shall not use the Leased Premises or any part thereof, or permit any act whatsoever to be done on the Leased Premises, in a manner that will violate or make void or inoperative any policy of insurance held by LESSOR.

C. Maintenance of Premises. LESSEE shall at all times maintain the Premises in a clean, neat, and orderly condition.

D. Use Impairing Structural Strength: LESSEE shall not permit the Leased Premises or any part thereof to be used in any manner that will impair the structural strength or permit the installation of any machinery or apparatus, the weight or vibration of which may tend to injure or impair the foundations or structural strength thereof.

E. Garbage Disposal. LESSEE shall cause all containers, rubbish, garbage, and debris accumulated therein to be hauled away from the Leased Premises for disposal prior to the accumulation of any substantial quantity.

F. Public Regulation. In the conduct of his business in and about the Leased Premises, LESSEE shall observe and comply with all laws, ordinances, and regulations of public authorities.

## **9. ALTERATIONS, CHANGES AND ADDITIONS**

A. No structural changes, alterations, or additions shall be made by the LESSEE without the prior written consent of LESSOR, and any such structural change, alteration or addition to or on the Leased Premises shall remain for the benefit of and become the property of LESSOR, unless otherwise provided in the written consent by LESSOR. Any changes, alterations, or additions to the Premises which LESSORS do not want to remain and LESSEES do not wish to take shall be removed by LESSEES at LESSEES' expense and Premises shall be returned to the same or better condition than before the installation of same within 30 days of the termination of This Lease.

B. Special fixtures and equipment pertaining exclusively to the brewery, restaurant, or brew pub business conducted on the Premises (brewing equipment and kitchen equipment, such as stoves, sinks, and vents) shall not be deemed permanent fixtures for the purpose of This Lease. When said equipment is removed, repairs shall be made to the Premises to return it to the same or better condition than before the equipment was installed. Said equipment shall be removed and said restoration/repairs shall be completed within 30 days of the termination of This Lease.

## **10. CLAIMS OF LESSEE**

All claims against LESSOR for any damages or injury are hereby expressly waived by LESSEE, except those claims occasioned by LESSOR'S neglect or failure to make repairs for which LESSOR is responsible under This Lease after due written notice thereof by LESSEE. LESSEE shall indemnify LESSOR for any and all claims for any damages or injury except claims based upon LESSOR'S own neglect or failure to make repairs for which LESSOR is responsible under This Lease after due written notice.

## **11. CASUALTY DAMAGE; REPAIR; ABATEMENT OF RENT**

In the event of partial damage or destruction of the Leased Premises, LESSEE shall continue to utilize the Premises for the operation of his business to the extent that it may be practical to do so from the standpoint of good business. Either party shall have the right to terminate This Lease, if the Leased Premises are damaged to the extent to exceeding two-thirds (2/3) of the then reconstructed cost of such building as a whole. If the Leased Premises shall be damaged or destroyed by fire, or by any other cause whatsoever beyond LESSEE'S control, LESSOR may, immediately on receipt of insurance proceeds paid in connection with such casualty insurance, but in no event later than thirty (30) days after such damage

has occurred, proceed to repair or rebuild the same, on the same plan and design as existed immediately before such damage or construction occurred, excluding any additions put in place by LESSEE which are property of LESSEE. In the event LESSEE continues to conduct his/her business during the making of repairs, the monthly rental shall be equitably reduced in the proportion that the unusable part of the Leased Premises bears to the whole thereof. No rent shall be payable while the Leased Premises are wholly unoccupied during the repair of casualty damage.

## **12. REPAIRS GENERALLY**

A. By LESSOR. LESSOR shall keep and maintain the roof and exterior walls of the Leased Premises in good repair at all times, and will further keep and maintain all underground plumbing in good order and repair, but not including the repair of plumbing stopped up by reason of foreign matter introduced into the plumbing fixtures, and not including sink washers, and will further keep and maintain the heating system in good order and repair, except any damage caused by the negligence of LESSEE, his/her employees, agents, invitees, and customers. There shall be no obligation on the part of LESSOR to make any of the repairs required in this section unless and until LESSEE gives LESSOR at least five (5) days written notice, advising LESSOR of the necessity of the repair or repairs, and LESSOR shall not be liable to LESSEE for any loss or damage caused by any failure of LESSOR to make any repairs required of them hereunder unless LESSOR, on receipt of such notice, shall fail to proceed with due diligence to make such repair or repairs. The phrase "exterior walls" as herein used shall not be so construed as to require LESSOR to make repairs to the interior surfaces thereof, except as provided herein.

B. By LESSEE. LESSEE shall, at his/her own expense, keep and maintain the interior of the Leased Premises, including but not limited to, exterior entry and exit doors, in good order, condition and repair and in compliance with all laws and regulations applicable thereto, during the entire term of This Lease, except for those repairs required of the LESSOR to be made and damage occasioned by fire, wind, or other cause or causes as provided for in paragraph 8 hereof. Glass and glazing shall be the responsibility of LESSEE for any damage caused by the negligence of LESSEE, his/her employees, agents, invitees, customers. LESSEE shall maintain the area in front of and on the sides and back of the building in good condition, keeping all weeds removed and keeping the sidewalk clean and free of debris, and keeping sidewalk clear and clean of snow. LESSEE shall be responsible for repairs to water meter and pipes in the event of freezing, unless it is due to malfunctioning of heating system due to the fault of LESSORS.

C. LESSEE to Employ Safety Equipment and Procedures. LESSEE shall establish, buy, keep and maintain such safety equipment and procedures as in industry practice and standard and shall use and employ such equipment and procedures at all relevant times.

### 13. UTILITIES

LESSEE shall pay deposits on any utilities which require such deposits, and shall pay, before delinquency, all charges for gas, water, electricity, garbage, sewer, telephone service, internet service and other similar charges incurred by LESSEE, with respect to and during his/her occupancy of the Leased Premises, and shall pay residual charges pertaining to his/her occupancy upon vacating the Leased Premises.

### 14. TAXES

A. By LESSOR. LESSOR shall pay all taxes levied on Real Property.

B. By LESSEE. LESSEE shall pay before delinquency all taxes levied or assessed on LESSEE'S fixtures, equipment, and personal property in and on the Leased Premises, whether or not affixed to the real property

### 15. INSURANCE

A. Insurance Companies. All policies of insurance to be kept and maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies.

B. LESSEE to Obtain Liability Insurance. LESSEE shall, at his/her own expense, at all times during the term of This Lease, maintain in force a policy or policies of insurance written by one or more responsible insurance carriers, which will insure LESSOR and LESSEE against liability for injury to or death of persons or loss or damage to property occurring in or about the Leased Premises due to any negligence, action or inaction by LESSEE, his/her employees, agents, invitees, and customers, or due to the use of any equipment or structures related to business of LESSEE by his/her employees, agents, invitees and customers. The liability under such insurance shall not be less than \$500,000 for personal injury and one accident, and \$200,000 property damage.

C. LESSOR to Obtain Liability Insurance. LESSOR shall maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will insure LESSOR against

liability for injury to or death of persons or loss or damage to property occurring in or about the Leased Premises due to any negligence or action by LESSOR. The liability under such insurance shall not be less than \$500,000 for personal injury and one accident, and \$200,000.00 property damage.

D. LESSEE to Obtain Fire Insurance on His/Her Fixtures and Inventory. LESSEE shall, at their own expense, at all times during the term of This Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, on all fixtures and equipment owned by LESSEE or leased, borrowed or rented from someone other than LESSOR, to the extent of at least eighty percent (80%) of the insurable replacement value thereof, and an adequate inventory insurance on all merchandise owned or consigned by LESSEE.

E. LESSOR to Obtain Fire Insurance on Premises. LESSOR shall maintain in force, at all times during the term of This Lease, a policy or policies of fire and other casualty insurance to the extent of at least eighty percent (80%) of the insurable value of the building.

F. Waiver of Casualty Insurance Proceeds. In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, LESSEE shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by LESSOR, or where LESSOR is named as the sole beneficiary, and shall execute any and all documents required by LESSOR or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

LESSOR shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by LESSEE, or where LESSEE is named as the sole beneficiary, and shall execute any and all documents required by LESSEE or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

G. LESSEE'S Failure to Insure. LESSEE shall, upon request, provide evidence of liability insurance to LESSOR. Should LESSEE fail to keep in effect and pay for such insurance as it is in this section required to maintain, LESSOR may declare this contract in default.

## **16. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST**

The LESSEE may not transfer, assign, or otherwise convey This Lease or any part thereof, or pledge as security for any loan or otherwise encumber the lease in any manner whatsoever.

## **17. LESSEE'S NOTICE OF WORK TO BE PERFORMED**

A. Notice: LESSEE shall serve a written notice on LESSOR at least five (5) days prior to permitting any work involving repairs, improvements, construction and the like to be commenced in or on the Leased Premises.

B: Liens and Encumbrances. LESSEE shall indemnify LESSOR and the Premises herein leased and all improvements placed thereon against all claims, liens, claims of lien, demands, charges, encumbrances, or litigation arising directly or indirectly out of or by reason of any work or activity of LESSEE on the Leased Premises, and shall reimburse LESSOR for all loss damage, and exposures, including any court costs, reasonable attorney's fees, or other incidental costs which they may suffer or be put to by reason of any such claims of lien, demand, charges, or encumbrances or litigations.

## **18. LESSOR' RIGHT OF INSPECTION AND ACCESS**

LESSOR shall have access to the Leased Premises and each part thereof, during LESSEE'S regular business hours, for the purpose of inspecting the same, making repairs, and posting notices, which LESSOR may deem to be for the protection of LESSOR or the Leased Premises.

If LESSEE changes the existing locks on the Premises, or adds any additional locks thereto that would prevent LESSOR access to Premises, LESSEE must provide a set of keys for each new lock to LESSOR. LESSOR will not use said keys to access the Premises without the prior notification and consent of LESSEE except to provide access to emergency or law enforcement personnel for bonafide reasons.

## **19. EXPENSES OF ENFORCEMENT**

Should the LESSOR incur any expense in enforcing any provision of This Lease, LESSEE shall pay to the LESSOR all expenses so incurred, including reasonable attorney's fees.

## **20. PARTIES BOUND**

Each and every provision of This Lease shall bind and shall inure to the benefit of the parties hereto and his/her legal representatives.

## **21. NOTICES**

All notices or demands of any kind which LESSOR may be required or may desire to serve on LESSEE under the terms of This Lease may be served on LESSEE (as an alternative to personal service) by leaving a copy of such demand or notice, or my mailing a copy thereof, by certified mail, postage prepaid, addressed to LESSEE at the Leased Premises or at his residence wherever that may be. Service shall be deemed complete at the time of the leaving of such notice as aforesaid, or within four (4) days of mailing of same. All notices and demands from LESSEE to LESSOR may be similarly served on LESSOR at 96 Southfork Road, Cody, Wyoming 82414.

## **22. REMOVAL OF LESSEE'S PROPERTY**

If the LESSEE shall fail to remove all effects from said Premises upon the abandonment thereof or upon the termination of This Lease for any cause whatsoever, the LESSOR, at his/her option, may remove the same in any manner they choose, and store the said effects without any liability to the LESSEE for loss thereof, and the LESSEE agrees to pay the LESSOR on demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the LESSOR'S possession; or the LESSOR, at his/her option, without notice, may sell said effects, at private sale and without legal process, for such prices as the LESSOR may obtain, and apply the proceeds of such sale upon the amounts due under This Lease from the LESSEE to the LESSOR and upon the expense incident to the removal and sale of said effects, rendering the surplus, if any, to the LESSEE.

## **23. QUIET POSSESSION**

The LESSOR shall warrant and defend the LESSEE in the enjoyment and peaceful possession of the Premises during the term aforesaid.

## **24. GOVERNING LAWS**

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Wyoming.

## **25. RELATIONSHIP OF PARTIES**

Nothing contained in This Lease shall be deemed or construed to create the relationship of principal and agent or a partnership or a joint venture, or any association whatsoever between the LESSOR and LESSEE, it being expressly understood and agreed that neither the computation of rental nor any provisions contained in This Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the LESSOR and LESSEE other than the relationship of landlord and tenant.

## **26. CAPTIONS FOR CONVENIENCE; NOT PART OF LEASE**

The captions of This Lease are for convenience only, and are not part of the lease, and do not in any way limit or amplify the terms hereof.

## **27. REPRESENTATION**

LESSEE acknowledges that LESSOR and his/her agents have made no representations or promises with respect to the Leased Premises or making or entering into This Lease, except as herein expressly set forth.

## **28. RIGHT OF FIRST REFUSAL**

In the event that LESSOR receives a bonafide offer to purchase the Leased Premises during the term of this lease, and the offer to purchase shall be satisfactory to LESSOR; LESSOR shall give LESSEE the opportunity to purchase the Premises at the price upon the terms of the offer so made and agreed upon, providing LESSEE is and has not been in default at any time during the previous 12 months. This privilege shall be given by written notice sent to the LESSEE by registered mail, requiring the LESSEE to accept the offer in writing and to sign a suitable contract to purchase the Premises within thirty (30) days after the mailing of the notice. The failure of LESSEE to accept the offer to purchase or sign a contract within the period provided shall nullify and void the privilege to LESSEE, and LESSOR shall be at liberty to sell the Premises to any third person, firm or corporation subject to This Lease and any renewals or extensions thereof. This right of first refusal shall not apply to any transfer to the heirs of the LESSOR. The LESSOR'S heirs, in the event of such transfer, shall otherwise continue to be bound by this agreement.

**29. FAILURE TO ASSERT**

Failure to assert any of the rights created by This Lease or by any laws of the State of Wyoming shall not constitute waiver of these rights.

**30. SEVERABILITY**

In the event that a court of law finds any portion of This Lease to be invalid or unenforceable, the remainder of This Lease shall remain in full force and effect.

**31. ENTIRE AGREEMENT**

This Lease contains all of the agreements and representations between the parties. None of the terms of This Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

IN WITNESS WHEREOF, the parties have executed This Lease at Cody, Wyoming, the day and year first above written.

*Kevin Stump*  
LESSOR

17 Jan 2012  
DATE

*Edna Marie Stump*  
LESSOR

17 January 2012  
DATE

*Mr. Woods*  
LESSEE

1-17-12  
DATE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

ADDENDUM A

ALTERATIONS, ADDITIONS, AND CHANGES

LESSOR hereby grants LESSEE permission to make the following additions, alteration, or changes to the Premises as noted below, providing first a full rendering of the plans concerning such additions, alteration, or changes are drawn up by a qualified architect or engineer, presented to the LESSORS, and approved by LESSORS. LESSORS will not unreasonably withhold approval. Plans for said alterations, additions, changes, and the all work performed thereon, shall comply with all applicable building codes, ordinances, and regulations.

1. The installation of vents through the roof and/or walls of the building as required by the brewery, bar, restaurant and brew pub equipment.
2. The installation of additional floor drains as necessary for operation of brewery, bar, restaurant and brew pub equipment.

*[Signature]*  
LESSOR

17 Jan 2012  
DATE

*Eather Janice Stump*  
LESSOR

17 January 2012  
DATE

*[Signature]*  
LESSEE

1-17-2012  
DATE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

1426 Stampede Ave 587-6028  
927 meadowlark Ave 899-3673

**Pat O'Hara Brewing Company  
Cody Wyoming**

Leonard Moore

1019 15th Street  
Cody Wy.  
307-899-3673

Confidential

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# Pat O'Hara Brewing Company

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## 1.0 Executive Summary

The Pat O'Hara Brewing Company will be a microbrewery and taproom which will fill a niche market that is not currently being met. Market research indicates a high demand for this type of establishment. We are seeking \$200,000 investment capital from commercial lenders, owner contributions, and private investors to fund equipment purchase and startup costs.

By providing quality craft brewed beer, fresh, innovative, pub style food, and outstanding customer service, Pat O'Hara's will appeal to a wide range of customers including locals and visitors looking for an enjoyable place to meet and socialize, business people having an upscale but relaxed professional meeting, and beer aficionados tasting the innovative top quality craft brews.

The company will be operated as a Limited Liability Company (LLC). Management will consist of owner Leonard Moore, operations manager Dawn Moore, and brewery and distribution manager Logan Moore.

With the growing trend in the craft brew industry, lack of direct competition in the county, and a location in the heart of downtown Cody, Pat O'Hara's is set to succeed. Financial projections show a profit after the first year and continued growth will assure a reasonable return on investment.

The following business plan provides details on the company, its products and services, market focus and financial plan.



## 1.1 Company Summary

Pat O'Hara Brewing Company will be a microbrewery and taproom. We will brew quality craft

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## Pat O'Hara Brewing Company

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brewed beer for sale by the pint or growler in the tap room, and for distribution in kegs to vendors at other sites. The pub style restaurant will feature light meals along with innovative appetizers and snacks.

The brewery will be located at 1019 15th Street in Cody Wyoming. The location is within one half block of the main street in the downtown area. The site is easily accessible to locals and visitors in the area. Both walking and vehicle traffic can be accommodated.

The company will be operated as a Limited Liability Company. The owner and manager of the LLC will be Leonard Moore, owning 95% of the company. Logan Moore will be the brewer and own 5% of the company.

The facility will be leased for \$1,000 per month for an initial term of 5 years with an option to buy the property. The property owner will pay taxes and insurance on the building as well as maintenance on the exterior. We will carry insurance on personal property and liability, and maintain the interior. Ron Meeker Insurance will be the carrier of the policy.

### 2.0 Products

The Pat O'Hara Brewing Company will produce and offer quality craft brewed beers which will be sold on site and distributed to other establishments in the Park County area. We will offer four styles of beer as the basis of production and supplement with seasonal speciality brews. We will brew an amber, IPA, stout, and wheat for the mainstay brews of the company. A qualified brewmaster will be trained to oversee the production of the brewery.

The brewpub will be located in the same building with a view of the brewery. We will serve our beers by the pint and also offer 64oz growlers for our patrons to take home. The taproom will be managed by Dawn Moore. The hours of operation will be 11:00 AM until 2:00 AM daily.

Distribution of keg beer will be developed throughout Park County and offered to select establishments that serve tap beer.

The pub style restaurant will serve fresh light entrees along with innovative appetizers salads and snacks. Daily and seasonal specials will supplement the regular menu.

### 3.0 Market Analysis Summary

The market for Pat O'Hara Brewing Co. will be craft brew enthusiasts and beer aficionados who seek out locally produced beers, and home brewers wanting to meet and socialize. The microbrewery industry has shown growth rates of 10-11% for the past several years. Individual establishments are showing increases of 4-6% in profitability.

The taproom will offer a comfortable relaxing atmosphere for patrons to enjoy a fresh quality beer, a light meal or snack, and socialize with friends. Home brewers will enjoy the opportunity to gather and discuss new recipes and techniques. The sale of growlers will allow customers to enjoy our brews at home.

There are no brewery's in Park County. The nearest craft brewery is 70 to 100 miles away in Montana. This leaves the entire market share open as there is no competition.

# Pat O'Hara Brewing Company

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## 4.0 Strategy and Implementation Summary

Pat O'Hara Brewing Co. is set to succeed by filling a high demand niche market that is currently unmet. Market analysis indicates high public interest in a local microbrewery. The management team is poised and ready for this opportunity to provide the community with quality brews, outstanding customer service, and inviting atmosphere for locals and visitors to enjoy.

## 4.1 Competitive Edge

Pat O'Hara Brewing Co. will have a competitive edge due to the lack of brewery's in the area. At this time no brewery's are operating within 70 miles of Cody. Being the first to begin producing craft brews will put Pat O'Hara's at the forefront of the industry in this area. This edge will be maintained by quality control and outstanding customer service. New and innovative recipes and changes in seasonal beers will keep interest up and customers coming back.

## 4.2 Marketing Strategy

Initial marketing through print media, radio and television will announce the opening of Pat O'Hara Brewing Co. in the local area. The use of social media will reach out to a larger audience and target travelers and visitors to the Cody country. As popularity increases word of mouth referrals to family and friends will allow for continued growth.

## 4.3 Sales Strategy

Pat O'Hara's sales strategy begins with drawing customers in to the taproom to sample the locally brewed beers, and fresh homemade food. Offering the sale of take home growlers will allow patrons to enjoy our beer at home and encourage them to return for more. As distribution develops beer enthusiasts will be able to enjoy Pat O'Hara's brews throughout Park County.

## 4.4 Milestones

The following table lists important program milestones, with dates, managers in charge, and budgets for each. The milestone schedule indicates our emphasis on planning for implementation.

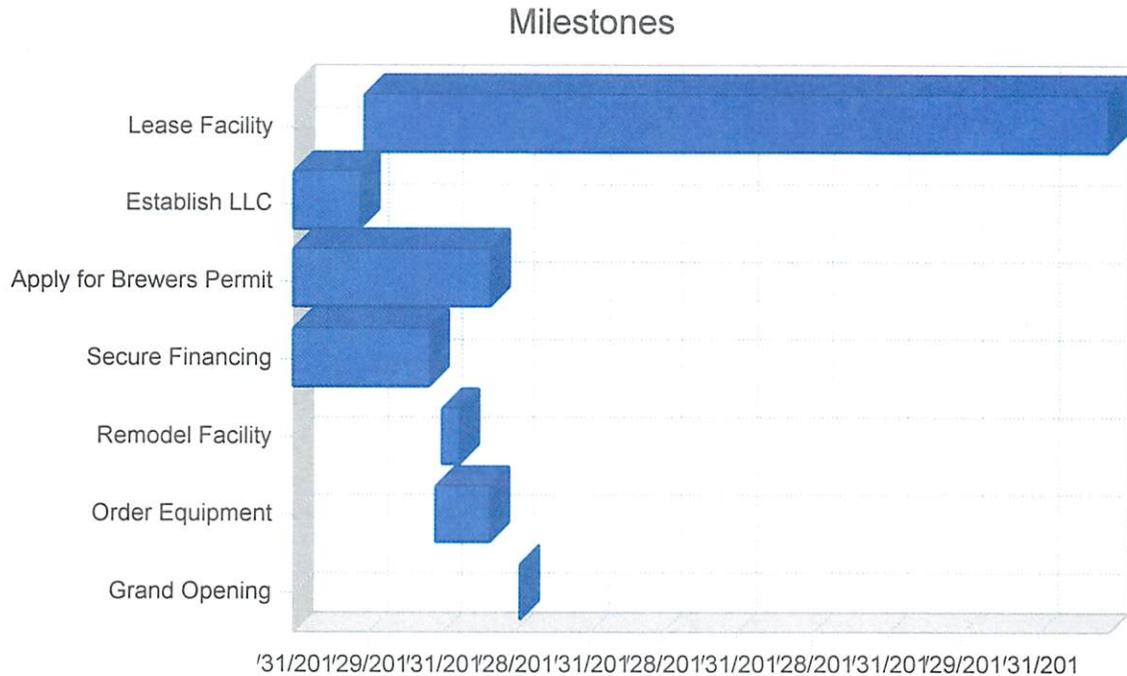
**Table: Milestones**

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Milestone	Start Date	End Date	Budget	Manager	Department
Lease Facility	2/17/2012	2/17/2017	\$3,000	Leonard Moore	Management
Establish LLC	8/31/2011	2/7/2012	\$1,500	Leonard Moore	Legal
Apply for Brewers Permit	8/31/2011	12/30/2012	\$1,000	Leonard Moore	Legal
Secure Financing	8/31/2011	7/30/2012	\$0	Leonard Moore	Financial
Remodel Facility	8/30/2012	10/15/2012	\$22,000	Leonard Moore	Construction
Order Equipment	8/15/2012	12/30/2012	\$135,000	Leonard Moore	Production
Grand Opening	3/15/2013	3/15/2013	\$1,000	Leonard Moore	Management
<b>Totals</b>			<b>\$163,500</b>		

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# Pat O'Hara Brewing Company



## 5.0 Management Summary

Pat O'Hara Brewing Co. will operate as a Limited Liability Company. Leonard Moore will be the owner and manager, and will manage the financial and legal aspects of the business.

The taproom will be managed and staffed by Dawn Moore. Dawn has extensive experience in the bar service industry, and will be responsible for customer service and daily operations of the brewpub.

Logan Moore will be trained as brewer, and Leonard Moore will be trained as assistant brewer to oversee production in the brewery, and be responsible for the distribution of product to outside vendors.

## 6.0 Financial Plan

The financial plan is based on initial investment of \$200,000 from commercial investors, owner contributions, and private investors. This amount will cover all start up costs, purchase of equipment and facility improvements. Conservative sales forecasts show profitability and ability to cover operating costs.

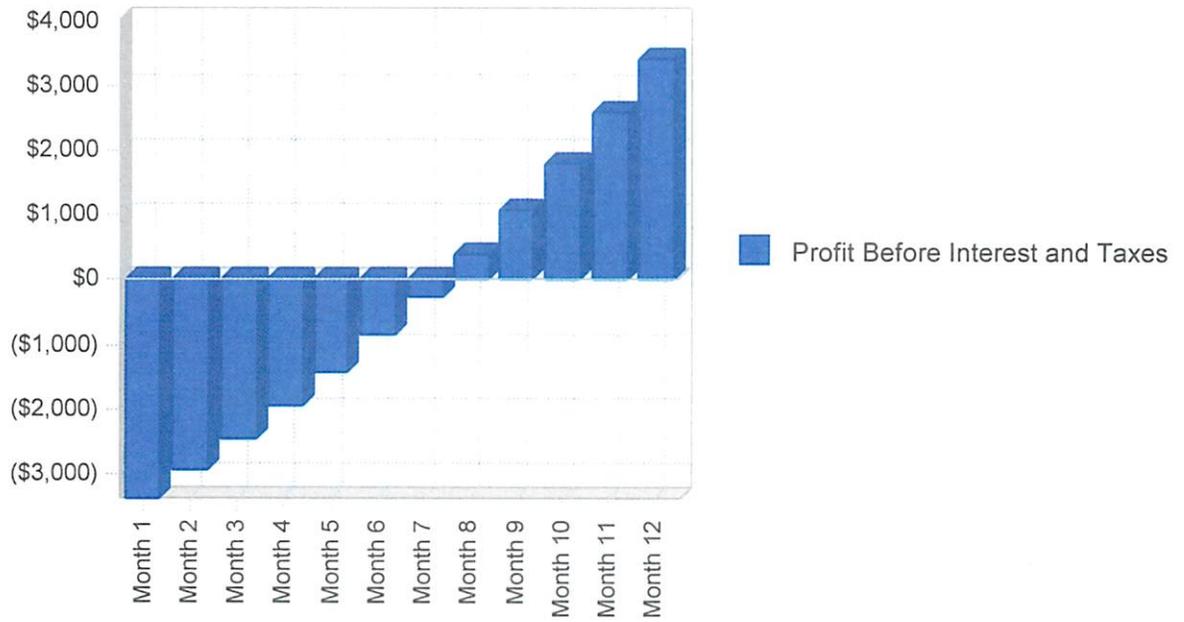
## Pat O'Hara Brewing Company

**Table: Financials**

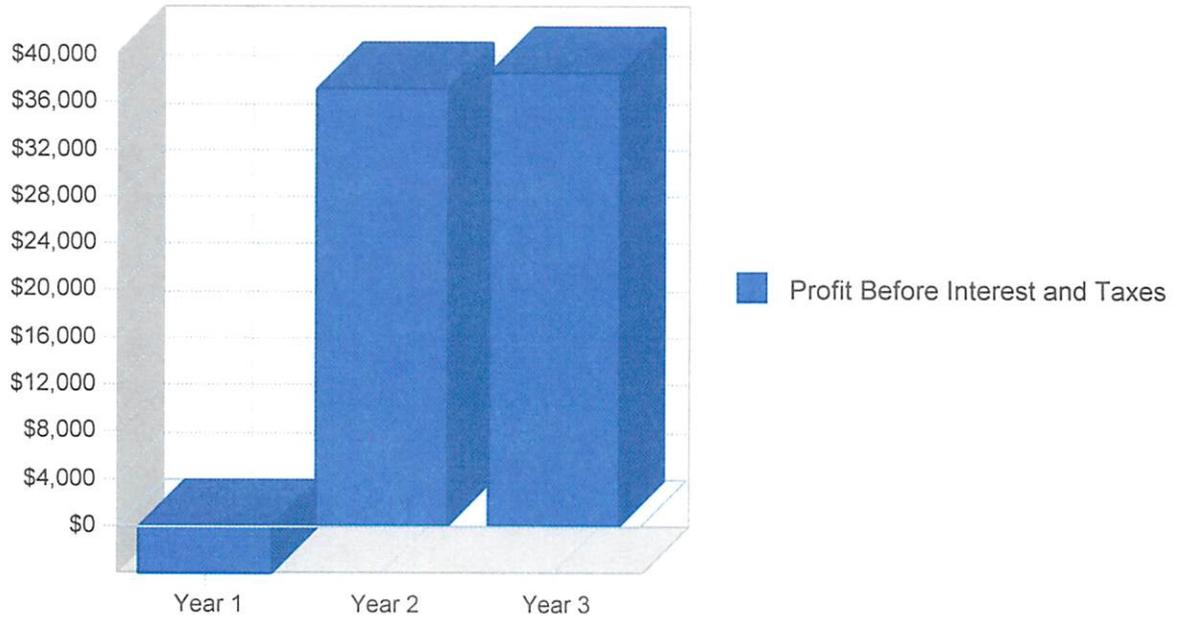
Financials	Year 1	Year 2	Year 3
<b>Beginning Balance</b>			
Opening Balance Cash & Checking	\$18,000	\$13,074	\$50,334
<b>Plus Money Received</b>			
New Investment	\$0	\$0	\$0
New Loans	\$0	\$0	\$0
Sales	\$139,065	\$187,625	\$197,525
Distribution	\$22,139	\$29,875	\$32,565
Subtotal Money Received	\$161,204	\$217,500	\$230,090
<b>Less Money Spent</b>			
<b>Direct Costs</b>			
Direct Cost of Sales	\$22,651	\$25,461	\$28,792
Other Costs of Sales	\$0	\$0	\$0
<b>Normal Operating Expenses</b>			
Payroll and Payroll Taxes, Benefits, Etc.	\$99,996	\$104,400	\$109,500
Rent and Utilities	\$18,000	\$18,180	\$18,360
Sales and Marketing Expenses	\$2,400	\$2,400	\$2,400
Other Operating Expenses	\$0	\$0	\$0
<b>Other Outflows</b>			
Payments of Taxes	\$7,087	\$7,299	\$7,517
Debt Payments	\$15,996	\$22,500	\$22,500
Purchase of Assets	\$0	\$0	\$0
Facility Improvement	\$0	\$0	\$0
Start up	\$0	\$0	\$0
Subtotal Money Spent	\$166,130	\$180,240	\$189,069
<b>Ending Balance</b>			
Ending Balance Cash and Checking	\$13,074	\$50,334	\$91,355
<b>Profit Before Interest and Taxes</b>			
Sales	\$139,065	\$187,625	\$197,525
Less Cost of Sales	(\$22,651)	(\$25,461)	(\$28,792)
Gross Margin	\$116,414	\$162,164	\$168,733
Less Operating Expenses	(\$120,396)	(\$124,980)	(\$130,260)
Profit Before Interest and Taxes	(\$3,982)	\$37,184	\$38,473
<b>Net Cash Flow</b>	<b>(\$4,926)</b>	<b>\$37,260</b>	<b>\$41,021</b>

# Pat O'Hara Brewing Company

## Profit Monthly

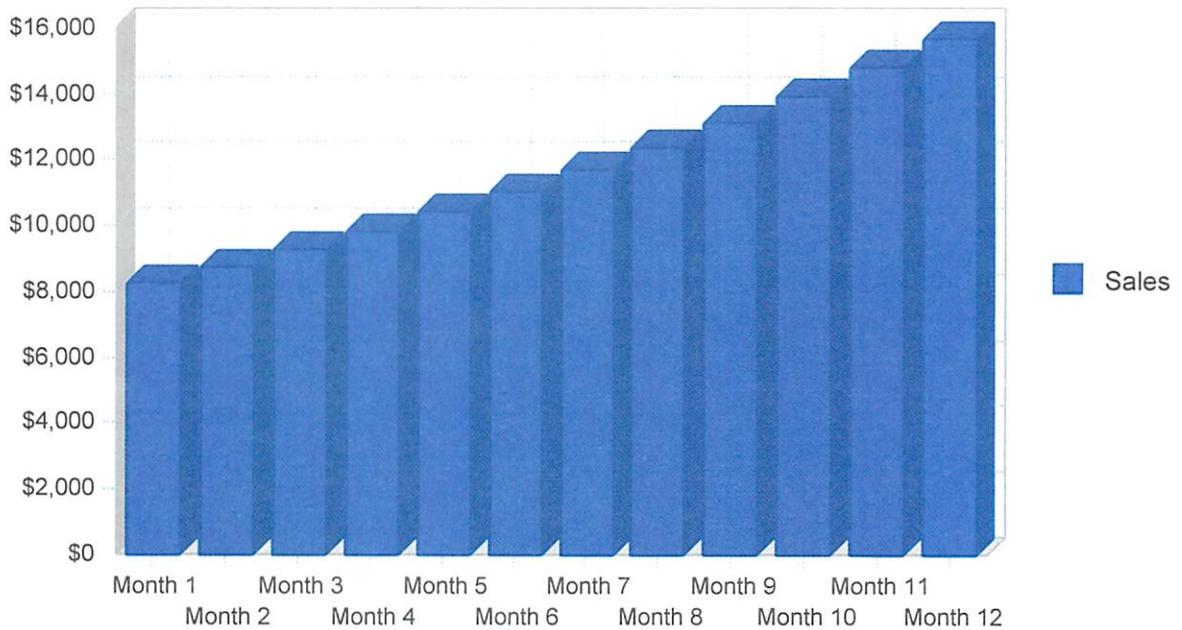


## Profit Yearly

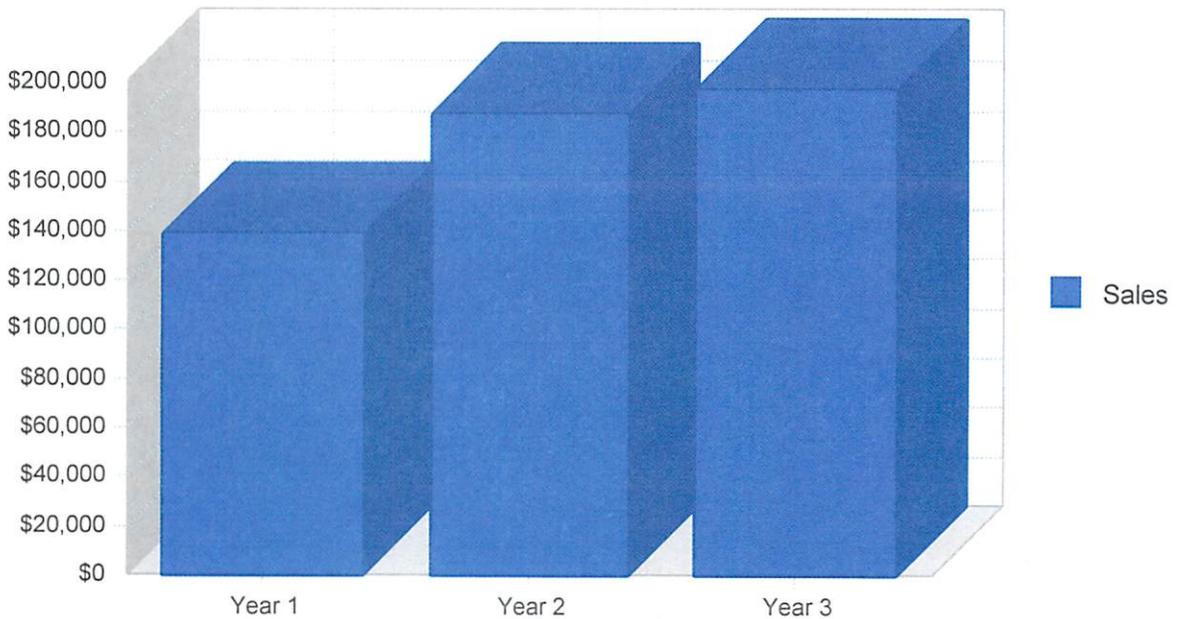


# Pat O'Hara Brewing Company

## Sales Monthly



## Sales by Year

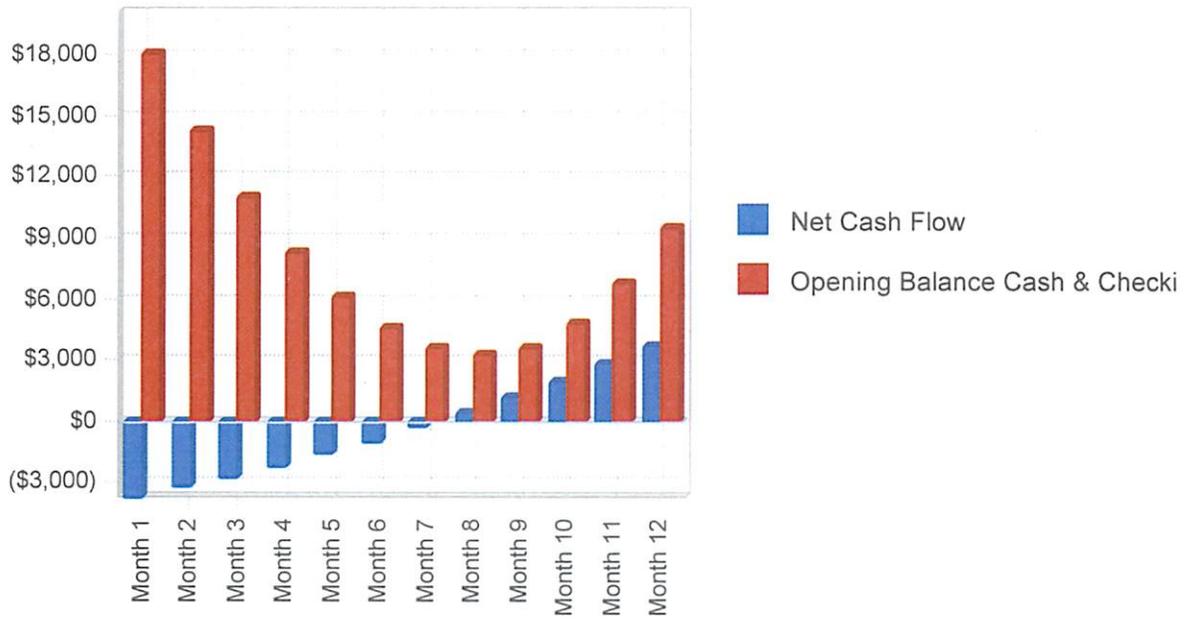


## 6.1 Projected Cash Flow

Initial investment of \$200,000 will be provided by commercial lenders, owner contributions, and private investors. This amount will cover all equipment purchase(\$135,000), facility improvement (\$22,000), start up costs(\$18,000), and working capital(\$25,000). Income projections based on conservative estimates show ability to cover monthly operating costs. .

# Pat O'Hara Brewing Company

## Cash



## Appendix

**Table: Financials**

Financials		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
<b>Beginning Balance</b>													
Opening Balance Cash & Checking	\$0	\$18,000	\$14,254	\$10,999	\$8,265	\$6,084	\$4,490	\$3,518	\$3,207	\$3,598	\$4,734	\$6,659	\$9,422
<b>Plus Money Received</b>													
New Investment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Loans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales	\$0	\$8,243	\$8,738	\$9,262	\$9,818	\$10,407	\$11,031	\$11,693	\$12,395	\$13,139	\$13,927	\$14,763	\$15,649
Distribution	\$0	\$1,473	\$1,532	\$1,593	\$1,657	\$1,723	\$1,792	\$1,864	\$1,939	\$2,017	\$2,098	\$2,182	\$2,269
Subtotal Money Received	\$0	\$9,716	\$10,270	\$10,855	\$11,475	\$12,130	\$12,823	\$13,557	\$14,334	\$15,156	\$16,025	\$16,945	\$17,918
<b>Less Money Spent</b>													
<b>Direct Costs</b>													
Direct Cost of Sales	\$0	\$1,596	\$1,644	\$1,693	\$1,744	\$1,796	\$1,850	\$1,906	\$1,963	\$2,022	\$2,083	\$2,145	\$2,209
Other Costs of Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Normal Operating Expenses</b>													
Payroll and Payroll Taxes, Benefits, Etc.	\$0	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333
Rent and Utilities	\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Sales and Marketing Expenses	\$0	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Other Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Outflows</b>													
Payments of Taxes	\$0	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	\$671	\$691
Debt Payments	\$0	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333
Purchase of Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Improvement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Start up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Money Spent	\$0	\$13,462	\$13,525	\$13,589	\$13,656	\$13,724	\$13,795	\$13,868	\$13,943	\$14,020	\$14,100	\$14,182	\$14,266
<b>Ending Balance</b>													
Ending Balance Cash and Checking	\$0	\$14,254	\$10,999	\$8,265	\$6,084	\$4,490	\$3,518	\$3,207	\$3,598	\$4,734	\$6,659	\$9,422	\$13,074
<b>Profit Before Interest and Taxes</b>													
Sales		\$8,243	\$8,738	\$9,262	\$9,818	\$10,407	\$11,031	\$11,693	\$12,395	\$13,139	\$13,927	\$14,763	\$15,649
Less Cost of Sales		(\$1,596)	(\$1,644)	(\$1,693)	(\$1,744)	(\$1,796)	(\$1,850)	(\$1,906)	(\$1,963)	(\$2,022)	(\$2,083)	(\$2,145)	(\$2,209)
Gross Margin		\$6,647	\$7,094	\$7,569	\$8,074	\$8,611	\$9,181	\$9,787	\$10,432	\$11,117	\$11,844	\$12,618	\$13,440
Less Operating Expenses		(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)	(\$10,033)

## Appendix

Profit Before Interest and Taxes	(\$3,386)	(\$2,939)	(\$2,464)	(\$1,959)	(\$1,422)	(\$852)	(\$246)	\$399	\$1,084	\$1,811	\$2,585	\$3,407
Net Cash Flow	(\$3,746)	(\$3,255)	(\$2,734)	(\$2,181)	(\$1,594)	(\$972)	(\$311)	\$391	\$1,136	\$1,925	\$2,763	\$3,652

MEETING DATE:	OCTOBER 2, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**An Ordinance to Vacate, Abandon, and Convey a Portion of**  
**7th Street, South of Platinum Avenue**

**ACTION:**

1<sup>st</sup> Reading of an ordinance vacating, abandoning and conveying a portion of the 7<sup>th</sup> Street right of way south of Platinum Avenue, within the Brown's Second Addition Subdivision, City of Cody, Wyoming to Gee Properties, LLC.

**BACKGROUND:**

The City Council held a public hearing on the street vacation request at their September 4, 2012 meeting. Upon conclusion of the public hearing, the Council referred the matter to the Planning and Zoning Board for a recommendation and asked staff to collect traffic data on the existing lane serving the Cody Medical Arts Complex.

At the request of the Council, the P&Z Board considered the vacation request at their September 11, 2012 meeting, yet no recommendation could be forwarded, due to a 3 to 3 tie vote. Council discussed the result at their Thursday work meeting on September 13, 2012, at which time they decided to remove the matter from their agenda until traffic counts and a site plan could be submitted. The delay allowed the matter to be brought back to the P&Z Board on September 25, 2012 when they received and were able to consider the matter with the additional information requested by City Council.

**PLANNING AND ZONING BOARD RECOMMENDATION:**

On September 25, 2012, the Planning and Zoning Board considered the vacation request with the additional information, including a proposed site plan, traffic count results, new correspondence from the Cody Medical Arts Complex, and alternative site plan scenarios prepared by staff. In the end, the Planning and Zoning Board, with no dissenting votes, approved the following motion. There were no public comments 'for' or 'against' the vacation at the P&Z meeting. The applicant stated that he was in agreement with the conditions requested.

*Recommend to City Council the vacation of the east twenty feet of the 7<sup>th</sup> Street right-of-way between Platinum Avenue and the Cody Medical Arts Complex property, except for the south 15 feet, subject to the following:*

- 1) *Reserving the area being vacated as a public utility easement.*
- 2) *Payment of \$5,999 for the land.*
- 3) *Improvement of the remaining right-of-way with asphalt, curb and gutter, and sidewalk. Such construction shall be according to City standards.*
- 4) *Commitment to follow the submitted site plan, except as may be necessary to meet City requirements identified through the site plan and building plan review processes.*

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

It is noted that the recommendation is for vacating 20 feet, rather than the 25 feet originally requested.

Rather than further summarize the information here that was considered by the Planning and Zoning Board, please refer to the attached packet of information from the September 25, 2012 Planning and Zoning Board meeting. An ordinance reflecting their recommendation is also attached.

**FISCAL IMPACT**

There do not appear to be any direct costs to the City budget in approving or denying the requested vacation, other than compensation to the City for the value of the land.

**ALTERNATIVES**

Approve or deny the first reading of the ordinance. If the first reading of the ordinance is approved, it can be with or without amendments.

**ATTACHMENTS**

The Planning and Zoning Board materials from the September 25, 2012 meeting.  
Ordinance 2012-15.

**CITY OF CODY  
PLANNING, ZONING AND ADJUSTMENT BOARD  
STAFF REPORT**

<b>MEETING DATE:</b>	SEPTEMBER 25, 2012	<b>TYPE OF ACTION NEEDED</b>	
<b>AGENDA ITEM:</b>		P&Z BOARD APPROVAL:	
<b>SUBJECT:</b>	REQUEST TO VACATE A PORTION OF THE 7 <sup>TH</sup> STREET RIGHT-OF-WAY, SOUTH OF PLATINUM AVENUE. FILE: VAC 2012-01	RECOMMENDATION TO COUNCIL:	X
<b>PREPARED BY:</b>	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

**BACKGROUND AND ANALYSIS:**

At the last Planning and Zoning meeting, the street vacation request was reviewed by the Board, as requested by the City Council. Due to a 3 to 3 tie vote, there was no recommendation given. Council discussed the result at their Thursday work meeting on September 13, 2012, at which time they decided to remove the matter from their agenda until additional information could be submitted, including a site plan and traffic count. The timing of the situation now allows the P&Z Board to receive and consider additional information before the Council considers the vacation request at their October 2, 2012 meeting.

A site plan, indicating the applicant's intent for development of the property has been submitted—see attached. The site plan has not been fully reviewed and is not presented for final approval at this time, but other than changes that may be required by the City, it represents the applicant's preference.

The applicant has also submitted a letter indicating his intentions for development of the property—see attached.

Some of the discussion related to the street vacation appears to center not around the potential need for the City to utilize part or all of the right-of-way, but that Dr. Gee's proposal is being interpreted as a moving target, and that the project may become much larger than anticipated by the Council and P&Z Board if the street vacation is granted. Now that we have received the formal site plan, the project is more defined and if the applicant is willing to commit to this site plan, I think much of this concern would be alleviated.

**Potential Size:**

Initially, before the rezone was acted on by Council, staff calculated that on the two lots purchased by Dr. Gee a two-story building of at least 5,250 to 6,300 sq. feet, with 21 parking spaces, could be provided. That was based on a 3,000 sq. ft. building footprint, parking ratios of 250 to 322 square feet of building per parking space, and

the talk that it was to be a two-story building. The applicant had not submitted a site plan during the rezone phase of this project, so those calculations were simply an estimate.

In preparation for this meeting, staff went back and looked at options for maximum development of the property, so as to compare whether the proposal reflected by the new site plan was larger, smaller, or roughly equivalent to what could be accomplished without the vacation. A rendering using Google SketchUp is attached, which depicts a realistic, but not proposed, maximum development, based on one parking space per 300 sq. ft. of building. The site, without the vacation, could be developed to meet zoning ordinance requirements and provide 8,400 square feet of office and 28 parking spaces. While the rendering is not pretty and does not represent any work or ideas proposed by Dr. Gee, it does clearly demonstrate what could be done on the property without the street vacation. The rendering with the taller building shows a 35-foot tall building. The shorter building is 26 feet tall. The fence is 6' tall and the green area is the required 15-foot buffer. While the renderings show the building on the east side of the property, it would also work to place the building up against the west property line (7<sup>th</sup> Street R/W).

It is noted that the parking ordinance does not base required parking for commercial buildings on the square footage of the building, but on the number of employees and average number of customers. The ratios, which are from different editions of the Parking Generation manual published by the Institute of Transportation Engineers, were used because we did not have more specific information. For comparison, the Cody Medical Arts Complex has a parking ratio of one space per 336 square feet of building (134 spaces for 45,102 sq. ft., based on site plan and assessor data).

#### Rezone Limitations:

When the rezone was approved, it was with the agreement that use of the property would be limited to "professional office" and that height and percentage of lot area covered by buildings would be the same as set forth in the Residential B Zone. That means a maximum 35-foot height limit, and 50% lot coverage. Note that there is not a specific restriction on the number of stories in the Residential B zone, so none was required in the rezone agreement. A copy of that agreement is attached.

50% lot coverage on the original two lots would be 7,340 square feet. The applicant's requested site plan has a building footprint/lot coverage of approximately 3,650 square feet, which is less than 50% of the original property size.

#### One-way or two-way:

In the original presentations of the concept, the applicant, or at least his representatives, talked about having 7<sup>th</sup> Street be a one-way street, in order to reduce the amount of traffic utilizing Platinum Avenue to get to the Cody Medical Arts Complex. It was presented as an attempt to address neighbor concerns about traffic. If the

street were one-way, more of the right-of-way could be vacated than if the street needed to be two-way. The applicant now clearly holds the position that the decision as to whether 7<sup>th</sup> Street is one-way or two-way is solely at the City's discretion—he can work with either option.

Recent correspondence with the Cody Medical Arts Complex (CMAC) confirms their position that they prefer this section of 7<sup>th</sup> Street to remain two-way—see attached email. Current usage is clearly two-way. At the request of the City Council, a traffic count was taken on this section of 7<sup>th</sup> Street between Platinum Avenue and CMAC. The traffic count began at 2:30 p.m. on Thursday, September 6, 2012 and continued for eight days, until 2:30 p.m. on Friday, September 14, 2012. On average, there were approximately 9.7 vehicles per hour, or one vehicle every 6.18 minutes, traveling south, towards the CMAC property, from 8:00 a.m. to 6:00 p.m. each day. The average number of vehicles traveling north, towards Platinum Avenue from 8:00 a.m. to 6:00 p.m. each day was approximately 16.8 vehicles per hour, or one vehicle every 3.57 minutes.

#### CMAC Entrance/Exit:

Another item of discussion with the City Council has been the configuration of the entrance/exit of CMAC. In an email from CMAC, they now state that they prefer to maintain the existing configuration, and they are fine with how it ties into the proposed improvements for 7<sup>th</sup> Street and the Gee Property. The configuration acts as a traffic-calming feature, forcing vehicles to slow in order to maneuver the turn, or wait for oncoming traffic to clear before entering. Staff provided an email to the Council indicating how the configuration functions as a "chicane". The email and accompanying document is attached.

Based on the retention of the CMAC exit in the existing configuration, and the preference to have a sidewalk on the west side of 7<sup>th</sup> Street, the recommendation of Public Works and Planning staff is to vacate only the east 20 feet of the 50-foot wide right-of-way. The proposed site plan is based on a 20-foot vacation. The application was originally for 25 feet.

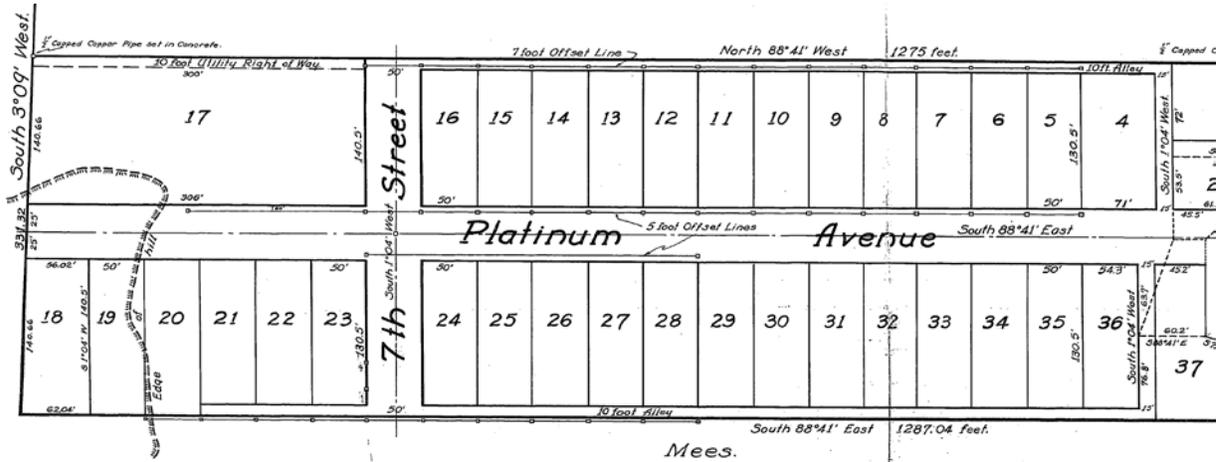
#### Reminders from prior staff report:

The south fifteen feet is not requested to be vacated, as it would serve as an alley between the existing 10-foot wide alley along the south of the Gee property and the remaining right-of-way.

The area requested to be vacated would be reserved and retained as a public utility easement because it contains and is needed for maintenance of several existing utility lines (city water, sewer, irrigation, and phone). This precludes any buildings from being placed in this area.

Original Plat:

The right-of-way was dedicated with the Brown's Second Addition plat in 1951, yet has never been improved with a City street. The right-of-way presently contains a 14-foot wide paved lane that was constructed in 2002 or 2003 by the Cody Medical Arts Complex as a secondary access.



7<sup>th</sup> Street R/W, Looking South:



7<sup>th</sup> Street R/W, Looking North from CMAC:



CMAC Exit, Looking North from CMAC:



Sale Price:

If the land is vacated, it is recommended that it be sold at fair market value. The County Assessor values the Gee property at \$4.79 per sq. ft. of land (average of both lots). Due to the retention of a utility easement on the land requested for vacation, the land proposed to be vacated cannot be built on, and therefore clearly has a lesser value. In City negotiations for easements from private landowners, the value offered is typically half the assessed land value, leaving the property with half of its assessed value. If Council and Gee Properties, LLC agree on the application of this method to this situation, the amount would be \$2.39 per square foot of land. If the 20' width is vacated at \$2.39 per square foot, the compensation to the City would be \$5,999.

**ATTACHMENTS**

Letter to Council.

Staff renderings of maximum development w/o street vacation.

CMAC Email.

Rezone agreement.

Chicane documents.

Applicant's desired site plan.

(Note: Comment letters and past packet information are available upon request.)

**ALTERNATIVES**

Recommend approval of the street vacation request, or a portion thereof, or recommend against the street vacation request.

If the recommendation is for the street vacation or a portion thereof, it should be with the following conditions:

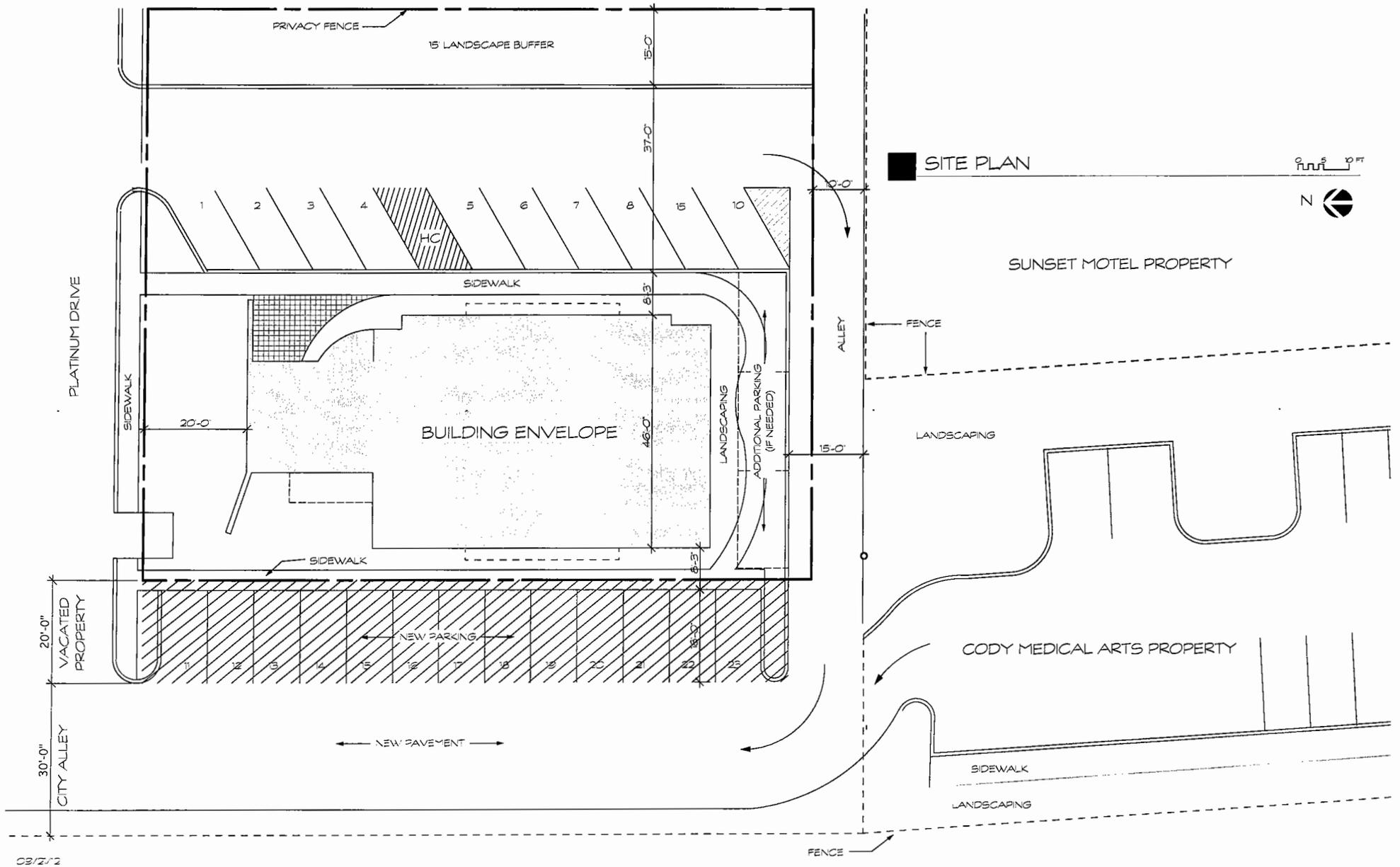
- 1) Reserving the area being vacated as a public utility easement.
- 2) Payment of fair market value for the land.
- 3) Improvement of the remaining right-of-way with asphalt, curb and gutter, and sidewalk. Such construction shall be according to City standards.
- 4) Commitment to follow the submitted site plan, except as may be necessary to meet City requirements identified through the site plan and building plan review processes.

**RECOMMENDED MOTION FOR APPROVAL**

Recommend to City Council the vacation of the east twenty feet of the 7<sup>th</sup> Street right-of-way between Platinum Avenue and the Cody Medical Arts Complex property, except for the south 15 feet, subject to the following:

- 1) Reserving the area being vacated as a public utility easement.
- 2) Payment of \$5,999 for the land.
- 3) Improvement of the remaining right-of-way with asphalt, curb and gutter, and sidewalk. Such construction shall be according to City standards.

- 4) Commitment to follow the submitted site plan, except as may be necessary to meet City requirements identified through the site plan and building plan review processes.



FRONTIER NEUROSCIENCES, LLC

Allen L. Gee, MD, PhD, FAAN

Board Certified Neurologist

[info@frontierneuro.com](mailto:info@frontierneuro.com)

September 17, 2012

Madam Mayor, Members of the Council.

I was asked to outline, in writing, a description of my current business and my "future dream" for the clinic I wish to create on Platinum.

Frontier Neurosciences (FNS) opened for business in Cody in 2003 on a part-time basis. In August of 2004, Virginia and I relocated our family to Cody and began the first full-time Neurology practice in Cody. We currently have 5 full-time employees including myself and a part-time employee. These are jobs that have been created here in Cody. We currently see between 3-5 patients/hour.

FNS provides the only Neurology care in the Bighorn Basin. We would like to expand our services to include Electroencephalography and sleep medicine. Another goal, working with Dr. Bradley Low, is to create a comprehensive integrated pain clinic. In addition to Dr. Low, who currently works with FNS, we intend to implement/integrate other aspects of healthcare to treat the entire patient. Virginia Gee, a physical therapist with training and experience treating chronic pain, will be working in the clinic part-time. In addition, we intend to include behavioral medicine/counseling services. We will involve other aspects of healthcare as we are able to accommodate them such as therapeutic yoga, nutrition consultant and massage therapy.

In order to exist and thrive in a medical business in Cody, and particular with this endeavor, we must be able to attract patients that might otherwise choose Billings, Missoula, Denver or Salt Lake. We believe we can and will create a high quality patient experience that will draw patients to Cody. To accomplish this goal we need a state of the art facility and well trained providers.

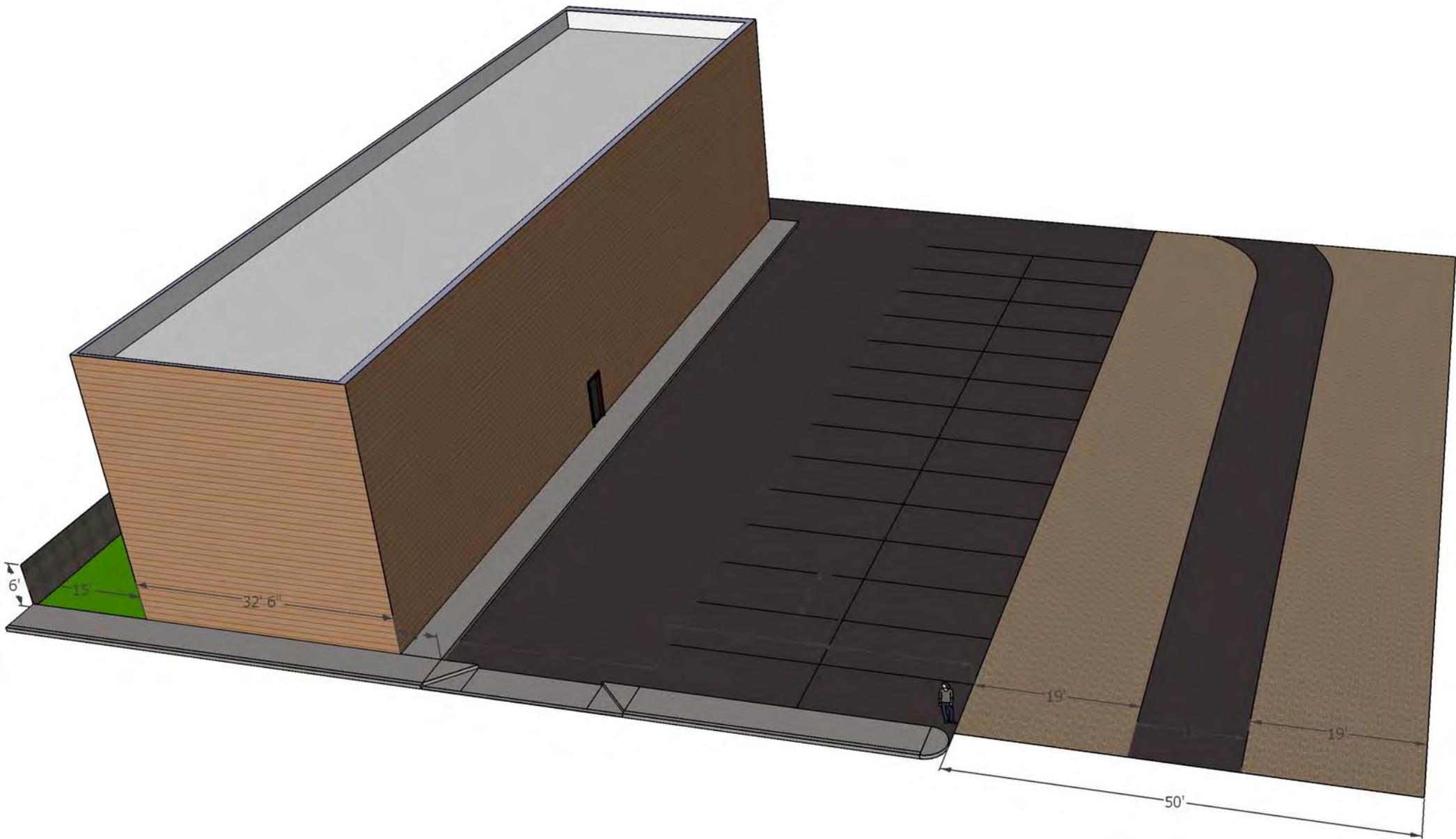
We understand that destination healthcare/medical tourism is a novel concept for our community, but one we believe will succeed here. We appreciate the City Councils willingness to work with us to create our clinic, enhance our healthcare offerings in Cody and expand business in the community.

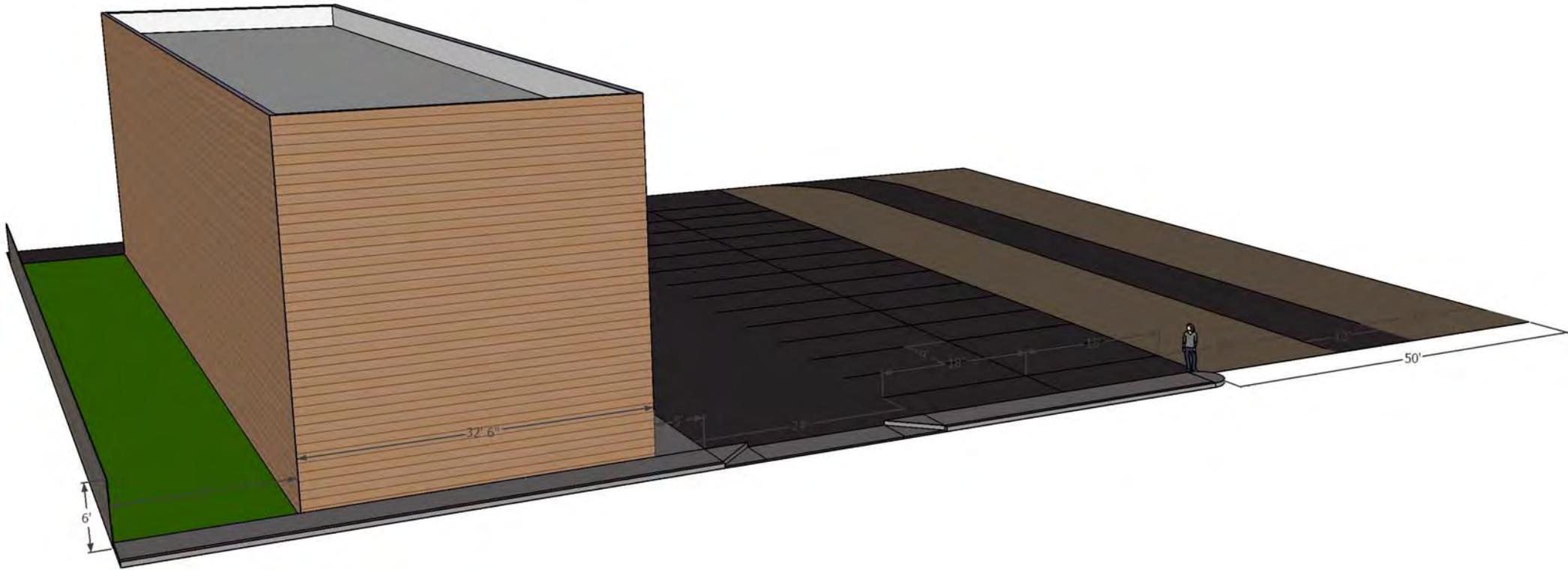
I am happy to provide further information as needed.

Sincerely,

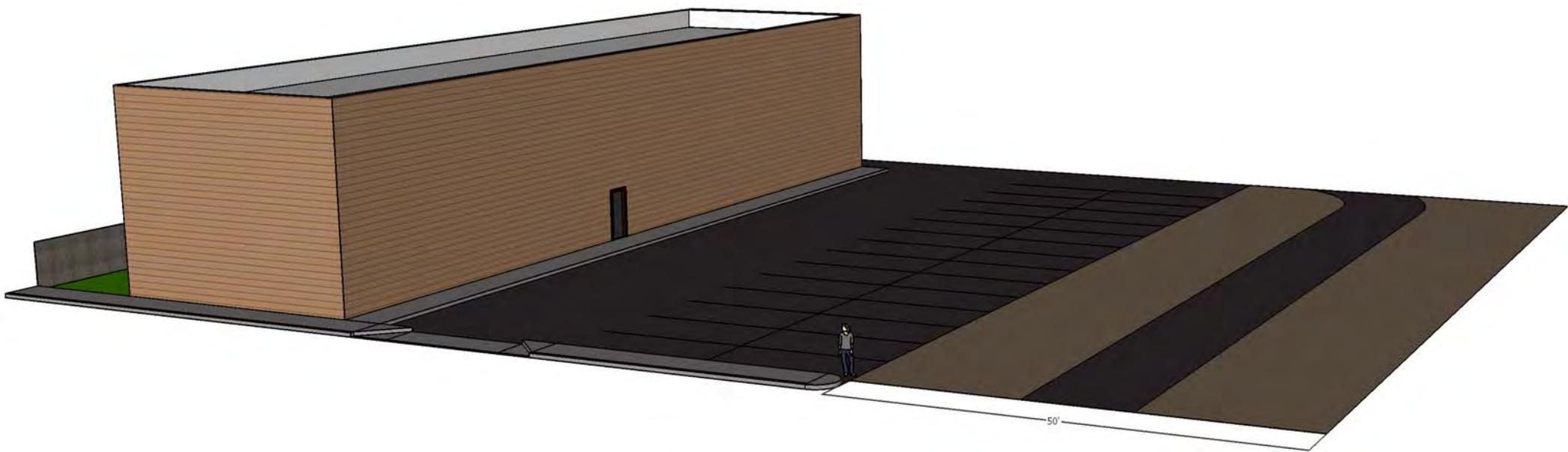
Allen L. Gee, MD, PhD, FAAN

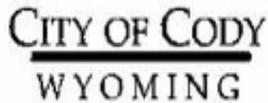
720 Lindsay Lane, Ste C  
Cody, WY 82414  
307-578-1985 phone  
307-578-1938 fax











Todd Stowell &lt;todds@cityofcody.com&gt;

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## Cody Medical Arts/Dr Gee

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Steve Nitz <snitz@epsimanagement.com>  
To: ToddS@cityofcody.com  
Cc: thomnave@gmail.com, allen.gee@frontierneuro.com

Thu, Sep 13, 2012 at 1:58 PM

Todd,

Thank you for your phone call this afternoon. The Cody Medical Arts Complex feels that the tie-in shown in the Gee-Proposal is fine as it is depicted. It would be the preference of the Cody Medical Arts Complex to keep the existing configuration (not to make any changes) on our side of the property line. We realize that it gets narrow in that area, however it would be our preference to retain that configuration versus widening or straightening that area. As things are right now, we are seeing traffic coming through that area going too fast as it is, and feel that if it were to be widened and/or straightened, the speeds would only increase creating an unsafe area for patients and visitors. We currently have a speed bump in place, but that does not seem to affect those who choose to speed through that area.

I hope that this helps. I am available to answer any questions.

*Steve Nitz*

Executive Property Services Inc.

[snitz@epsimanagement.com](mailto:snitz@epsimanagement.com)

406-248-5166 – Office

406-690-2390 – Cell

406-248-1445 – Fax

[www.epsimanagement.com](http://www.epsimanagement.com)

## CHICANE

From Wikipedia:

A **chicane** is an artificial feature creating extra turns in a road, used in motor racing and on streets to slow traffic for safety.

Chicanes are a type of "horizontal deflection" used in traffic calming schemes to reduce the speed of traffic. Drivers are expected to reduce speed to negotiate the lateral displacement in the vehicle path. There are several variations of traffic calming chicanes, but they generally fall into one of two broad categories:

- Single-lane working chicanes, which consist of staggered buildouts, narrowing the road so that traffic in one direction has to give way to opposing traffic
- Two-way working chicanes, which use buildouts to provide deflection, but with lanes separated by road markings or a central island.

Limited accident data for chicane schemes indicate a reduction in injury accidents (54%) and accident severity.<sup>[3]</sup>



Single-Lane chicane  
European Location (Left side of road).



British Columbia, Canada.

One-way chicane, San Francisco's Lombard Street:

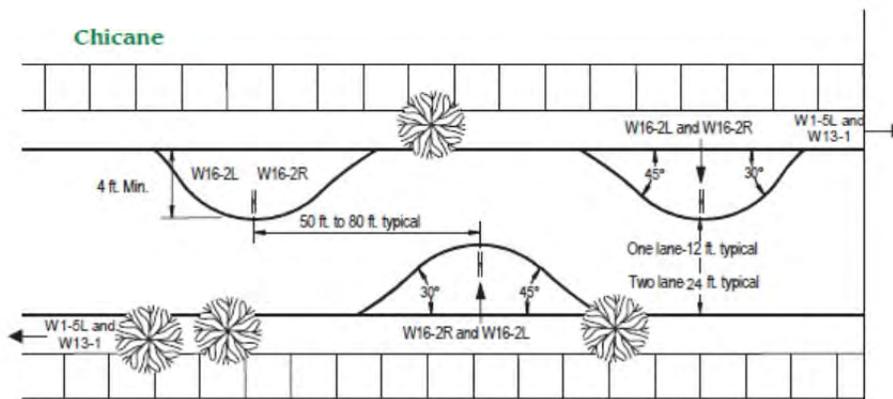


**Advantages:**

- Reduce vehicle speeds.
- Reduce traffic volumes.
- May reduce collisions.
- Traffic noise may be reduced due to lower speeds and volume.
- Landscaped chicanes improve street appearance.
- The Insurance Corporation of British Columbia, summarizing 43 international studies, concluded that chicanes were effective in reducing the number of collisions.

**Disadvantages:**

- With two-lane chicanes, motorists may attempt to increase travel speeds by crossing the centerline to maintain a straight line of travel.
- Will require loss of on-street parking spaces.



## DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANTS

The City of Cody, acting through its duly elected governing body, the City of Cody City Council, DOES HEREBY AGREE AND COVENANT that the property (described below), by City of Cody legislative action, shall be designated General Commercial (D-2) Zoning.

Gee Properties, LLC, as owner of the following described property: Lot 24, Lot 25, and the West 12 ½ feet of Lot 26, Brown's Second Addition within the City of Cody, according to the plat recorded in Book "C" of Plats, Page 7, records of Park County, Wyoming (more commonly known as 702 and 708 Platinum Avenue, Cody, Wyoming 82414 or "the property");

DOES HEREBY AGREE AND COVENANT that as a condition of the rezoning of the above described property to General Commercial (D-2), sets forth the following land use restrictions to run with the land:

*Any use of the above- described property that would be regulated by the City of Cody zoning ordinance shall be limited to professional office use, as defined herein, and accessory activities and uses customarily incidental thereto.*

*"Professional office" means an establishment for professional, executive and administrative offices, including those of accountants, lawyers, physicians, dentists, architects, engineers, insurance agents, real estate agents, and other occupations which are of similar character to those enumerated, but not including barbers, beauty parlors, cosmetologists, or other service establishments and building trade contractors.*

*For purposes of consistency with the terms used in the Cody zoning ordinance, the term professional office specifically includes counseling services, physician and surgeon offices, dentist offices, chiropractor offices, optician offices, osteopath offices, insurance offices, architect offices, engineering and surveying offices, accounting offices, government offices, attorney offices, corporate offices, real estate offices, financial offices, and similar professional offices.*

*The interpretation of any "similar professional office" shall be by the City of Cody Planning, Zoning and Adjustment Board.*

*Height restrictions and percentage of lot area covered by buildings shall be the same as set forth the in Residential B Zone, as determined by the City of Cody Planning, Zoning, and Adjustment Board.*

This agreement shall remain in effect, and be binding on all heirs and assignees in interest, until such time in the future, if ever, that the City of Cody rezones the property



to a zoning district other than General Business (D-2), or otherwise takes lawful action to remove this agreement.

Gee Properties, LLC, and the City of Cody are the parties to this agreement, and are responsible to ensure compliance with the provisions herein.

This agreement voluntarily offered and entered into this 20<sup>th</sup> day of June, 2012 by Gee Properties, LLC.

[Signature]  
Allen Gee, (title)  
Gee Properties, LLC

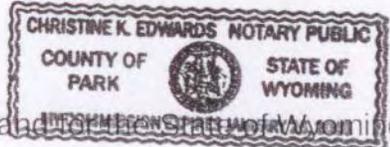
[Signature]  
Virginia Gee, (title)  
Gee Properties, LLC

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF PARK            )

On this day personally appeared before me Alan Gee and Virginia Gee, to me known as the individual(s) described herein and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 20<sup>th</sup> day of June, 2012.

[Signature]



Notary Public and Commissioner of the State of Wyoming.

My Commission

Expires Jan. 26, 2016

Accepted by the City of Cody, this 8<sup>th</sup> day of August, 2012.

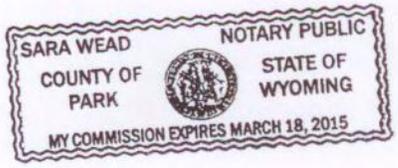
[Signature]  
Nancy Tia Brown, Mayor

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF PARK            )

On this day personally appeared before me Nancy Tia Brown, to me known as the individual(s) described herein and who executed the within and foregoing instrument for the uses and purposes therein stated.

Given under my hand and official seal this 8<sup>th</sup> day of August, 2012.

Wyoming. Deputy Sara Wead City Clerk and Notary Public and for the State of



My Commission Expires March 18, 2015

## **ORDINANCE 2012-15**

### **AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE 7<sup>TH</sup> STREET RIGHT OF WAY SOUTH OF PLATINUM AVENUE, WITHIN THE BROWN'S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO GEE PROPERTIES, LLC.**

WHEREAS, pursuant to Wyoming Statute § 15-6-104, the governing body of the City of Cody may vacate streets or parts thereof;

WHEREAS, Gee Properties, LLC, submitted an application to vacate a portion of the 7<sup>th</sup> Street right of way lying within the Brown's Second Addition Subdivision, south of Platinum Avenue;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise on August 27, 2012, and mailed to owners of property within 300 feet of the land proposed to be vacated on August 22, 2012;

WHEREAS, a public hearing was held on September 4, 2012 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested street vacation;

WHEREAS, the Planning and Zoning Board, at their September 25, 2012 meeting, considered the request and recommended that the City Council vacate the east twenty feet of the 7<sup>th</sup> Street right-of-way adjacent to the Gee Property, subject to the following:

- 1) *Reserving the area being vacated as a public utility easement.*
- 2) *Payment of \$5,999 for the land.*
- 3) *Improvement of the remaining right-of-way with asphalt, curb and gutter, and sidewalk. Such construction shall be according to City standards.*
- 4) *Commitment to follow the submitted site plan, except as may be necessary to meet City requirements identified through the site plan and building plan review processes.*

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public to vacate and abandon the east twenty feet of that portion of the 7<sup>th</sup> Street right-of-way within the Plat of Brown's Second Addition described as follows:

The east twenty (20) feet of that portion of the 7<sup>th</sup> Street right-of-way within the Plat of Brown's Second Addition lying south of Platinum Avenue, except the south fifteen (15) feet thereof. Said property more particularly described as follows: Commencing at the Northwest corner of Lot 24, Plat of Brown's Second Addition, recorded in Book "C" of Plats, Page 7, Records of Park County, WY; Thence South 1°04' West 125.5 feet along the west boundary of said Lot 24; Thence North 88°41' West 20.0 feet; Thence North 1°04' East 125.5 Feet; Thence South 88°41' East 20.0 feet to the Point of Beginning.

, and to convey the same to Gee Properties, LLC, upon the completion of certain requirements that are outlined forthwith;

BUT RESERVING AND EXCEPTING unto the City of Cody, Wyoming a utility easement over and across all of the 7<sup>th</sup> Street right-of-way to be vacated as described below; and

WHEREAS, the vacation, abandonment and conveyance of the above-described property will not be injurious, detrimental or inconvenient to the City of Cody, Wyoming or to the public.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING that:

1. The following described real property is hereby vacated and abandoned by the City of Cody, Wyoming and is hereby conveyed to Gee Properties, LLC upon completion of Conditions A, B, and C noted herein, to wit:

The east twenty (20) feet of that portion of the 7<sup>th</sup> Street right-of-way within the Plat of Brown’s Second Addition lying south of Platinum Avenue, except the south fifteen (15) feet thereof. Said property more particularly described as follows: Commencing at the Northwest corner of Lot 24, Plat of Brown’s Second Addition, recorded in Book “C” of Plats, Page 7, Records of Park County, WY; Thence South 1°04’ West 125.5 feet along the west boundary of said Lot 24; Thence North 88°41’ West 20.0 feet; Thence North 1°04’ East 125.5 Feet; Thence South 88°41’ East 20.0 feet to the Point of Beginning.

CONDITION A: Gee Properties, LLC shall provide payment in the amount of \$6,999.00.

CONDITION B: Gee Properties, LLC shall improve the remaining 30-feet of right-of-way from Platinum Avenue to the Cody Medical Arts Property, at the sole expense of Gee Properties, LLC, with asphalt, curb and gutter, and sidewalk on the west side. The improvements shall meet City standards for road base, asphalt, and other standard specifications of the City Engineer. The construction must be reviewed and approved by the City Engineer.

CONDITION C: Gee Properties, LLC shall pay all publication and recording fees related to this action.

2. That upon completion of Conditions A, B, and C, the Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the above-described real property to Gee Properties, LLC, reserving unto the City a utility easement over and across all of said property, to excavate for, construct, install, operate, maintain, replace, or renew any water, raw water, electrical and/or utility service lines and all other appurtenant hardware, and other related paraphernalia.

This ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING \_\_\_\_\_

PASSED ON SECOND READING \_\_\_\_\_

PASSED, ADOPTED AND APPROVED ON  
THIRD AND FINAL READING \_\_\_\_\_

---

Nancy Tia Brown, Mayor

ATTEST:

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Cindy Baker, Administrative Services Officer

MEETING DATE: OCTOBER 2, 2012  
DEPARTMENT: COMMUNITY DEVELOPMENT  
PREPARED BY: SCOTT KING  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEVE PAYNE

## **AGENDA ITEM SUMMARY REPORT** **City of Cody 2012 International Building Code Series Adoption**

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

Approve upon first reading Ordinance 2012- 16 which amends Title IV, Chapter 2, Section 1 of the Cody City Code. The amendment deals with the adoption of The International Building Code, The International Existing Building Code, The International Fire Code including Appendices D,E,F and G, The International Mechanical Code, The International Fuel Gas Code including all changes, amendments, replacements or supplements thereto.

Staff will be requesting that the Council pass Resolution 2012- 24 which adopts The International Plumbing Code, and Chapters 1-10 of The International Residential Code, excepting R313 (fire sprinkler provision for one and two family homes) after the third and final reading of Ordinance 2012-16.

### **SUMMARY OF INFORMATION:**

The State Fire Marshal's office has adopted the 2012 International Code Series per Wyoming State statute 35-9-106. Per State Statute 35-9-121, municipalities or counties that have "home rule" then have 6 months to follow with adoption of the codes. This represents a jump from the 2006 to the 2012 codes because the State did not adopt the 2009 codes.

The State Fire Marshal's office does not inspect residential buildings and thus they do not adopt the Residential Building Code. To provide a level of consistency of building within the municipality, to assist in assuring safe structures and to get the best possible insurance rates local jurisdictions decide what portions of the Residential Code are important to them; all, a part, or none. It is the staff's recommendation that we adopt the Residential Code (Chapters 1-10), which is consistent with previous adoptions, and exclude Section R313 which is the fire sprinkler provision for all new one and two family homes.

While staff sees the benefits of the fire sprinkler provision within the Residential Building Code, staff feels that more education of the public and the contractors is necessary before we implement that portion of the code. In addition, the building industry already feels overburdened with regulations and sprinkling provision will add approximately 2% to the cost of building a home. During the next 1-2 years, the Park County Fire District #2 Office and City of Cody Building Department will be obtaining material to begin educating the public concerning the need, installation and maintenance of private fire sprinkler systems installed in one and two family residences with the idea that Section R313 in the future could be adopted and enforced as a part of chapters 1-10 of the IRC.

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

Many local municipalities were contacted regarding the fire sprinkler issue in Section R313 to determine if the City of Cody is consistent with staff's recommendation. The results of the inquiry process were as follows:

- City of Powell-----Staying on the 2006 Codes (no sprinkler requirement for IRC).
- Town of Alpine-----Adopting IRC but excepting R313.
- City of Casper-----Adopting IRC but excepting R313.
- City of Cheyenne-----Adopting IRC but excepting R313.
- City of Gillette-----Adopting IRC but excepting R313.
- Town of Pinedale-----Adopting IRC but excepting R313.
- City of Rock Springs---Adopting IRC but excepting R313.
- Town of Jackson-----Adopting IRC including special provisions for R313.

**FISCAL IMPACT**

No measureable financial impact to the City is anticipated.

**ALTERNATIVES**

- Approve the request, in whole or in part.
- Deny the request.

**RECOMMENDATION**

Staff recommends that the Mayor and Council approve upon first reading Ordinance 2012- 16 which amends Title IV, Chapter 2, Section 1 of the Cody City Code and adopts The International Building Code, The International Existing Building Code, The International Fire Code including Appendices D,E,F and G, The International Mechanical Code, The International Fuel Gas Code including all changes, amendments, replacements or supplements thereto.

Staff is also requesting that the Council pass Resolution 2012- 24 which adopts The International Plumbing Code, and Chapters 1-10 of The International Residential Code, excepting R313 (fire sprinkler provision for one and two family homes).

**AGENDA & SUMMARY REPORT TO:**

City Council

**ORDINANCE 2012-16**

**AN ORDINANCE AMENDING TITLE IV, CHAPTER 2, Section 1 OF THE CODY CITY CODE PERTAINING TO BUILDINGS**

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

Title 9, Chapter 2, Section 1 of the Cody City Code is hereby amended by replacing Chapter 2, Section 1 as follows:

**9-2-1: ADOPTION BY REFERENCE; COPIES TO BE KEPT ON FILE:**

The International Building Code, The International Existing Building Code, The International Fire Code including Appendices D,E,F and G, The International Mechanical Code, The International Fuel Gas Code including all changes, amendments, replacements or supplements thereto, as adopted and published by the International Conference of Building Officials and International Code Council (ICC) to be referenced with International Codes, as modified herein, are made a part hereof by this reference, the same as though incorporated herein at length. Subsequent editions, changes, amendments, replacements and supplements of these codes shall become effective on the last day of the sixth month after adoption by the State of Wyoming through the Council on Fire Prevention and Electrical Safety Rules.

The City of Cody shall adopt The National Electric Code on the 31<sup>st</sup> of July of the current Code year and will adopt by Resolution, the provisions of The International Plumbing Code, and The International Residential Code that the Public Works Director, the City Building Official and Council agree are in the best interest of the City.

All fees for the issuance of permits shall be from the fee schedules approved and adopted by the governing body by resolution. One copy of all adopted codes shall be kept on file by the city, and shall be marked with the words "Property of the City of Cody, Official Copy."

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Nancy Tia Brown, Mayor

ATTEST:

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Cynthia Baker  
Administrative Services Director

MEETING DATE: OCTOBER 2, 2012  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT**

### **ALLEY DESIGNATION**

#### **ACTION:**

Pass Resolution 2012-25, which designates the parcels of land as shown hatched on the attached Exhibit A as an alley.

#### **SUMMARY:**

As the Council may recall, it came to staff's attention in the spring of 2012 that the property owned by the City of Cody and sandwiched between the Glendale Addition and the Beck Lake Park Addition has never been officially designated as an alley. It has however, been used as an alley since as far back as 1967.

The Council may also recall that there are several unauthorized encroachments within the area being used as an alley. Staff understands that if the Council designates the land identified in hatching as an official alley of the City of Cody that the staff will be expected to draft letters to the adjacent property owners making them aware of the change. The property owners that are, at present, encroaching on public property will be notified that their encroachments can continue, but they have some liability with said encroachment and that they will have to remove said encroachment whenever asked to do so by the City.

#### **FISCAL IMPACT**

There is no fiscal impact associated with the resolution. The City currently operates and maintains the area as an alley.

#### **ALTERNATIVES**

1. Designate the lands as a formal alley.
2. Do not designate the lands as an alley.

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council pass Resolution 2012-25, which designates the parcels of land as shown hatched on the attached Exhibit A as an alley. Staff further recommends that we are directed to inform the adjacent landowners of the change and to address existing encroachments as outlined above.

#### **ATTACHMENTS**

Exhibit A

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

File

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

**RESOLUTION 2012-25**

**A RESOLUTION DESIGNATING AN ALLEY**

WITNESSETH:

WHEREAS, the State of Wyoming has granted authority to municipalities for the designation of streets and alleys; and

WHEREAS, the City of Cody's Council must designate streets and alleys by Plat Approval, Ordinance or Resolution; and

WHEREAS, by customary use the properties shown as hatched on the attached Exhibit A have been utilized as an alley for several decades and have been operated and maintained as such by the City of Cody.

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY:

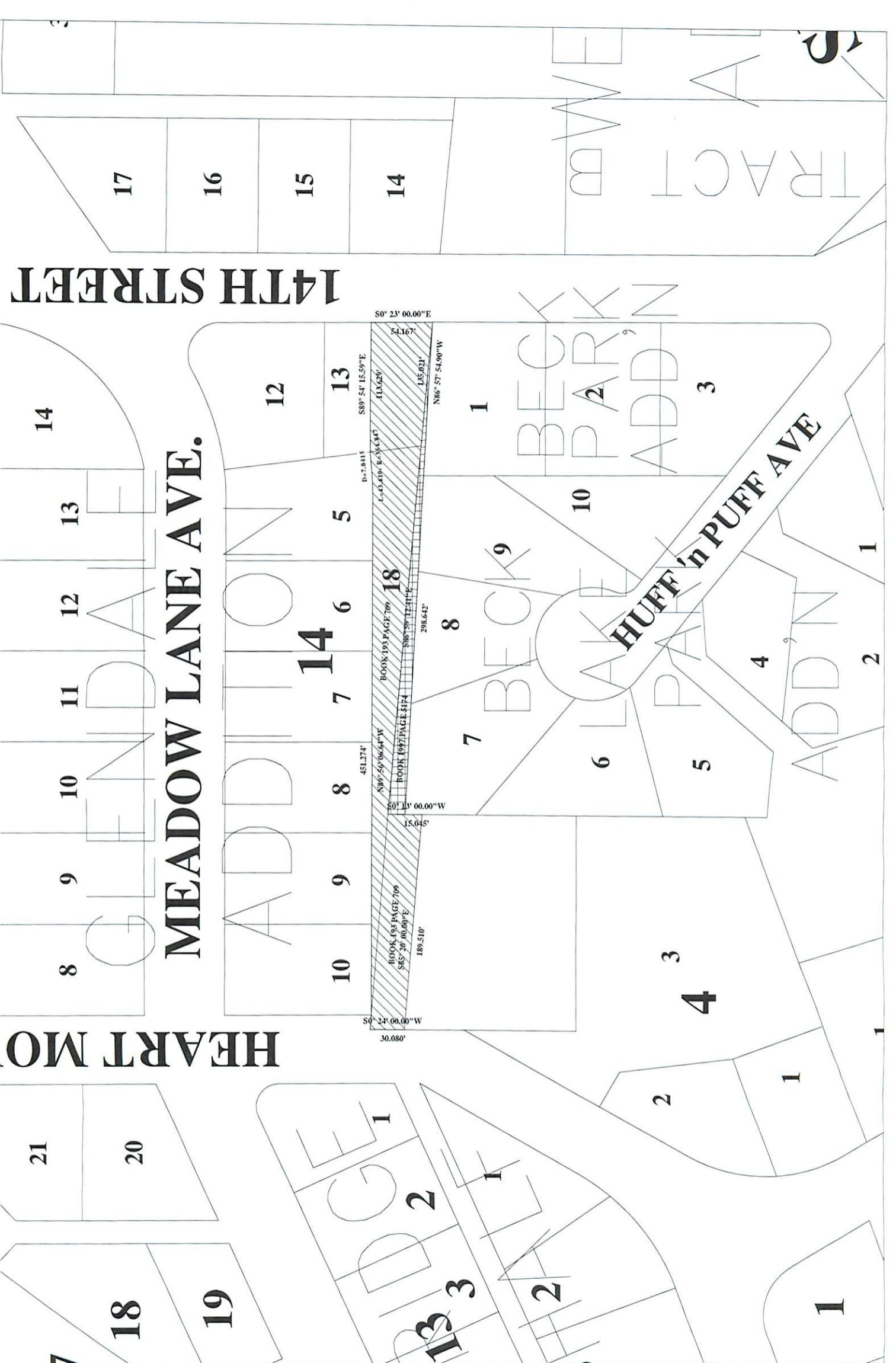
1. That the properties shown as hatched on the attached Exhibit A are hereby designated as an Alley of the City of Cody.
2. That the official street map of the City of Cody shall be amended to show the foregoing designation.

PASSED, APPROVED AND ADOPTED THE 2nd day of October, 2012

\_\_\_\_\_  
Nancy Tia Brown, Mayor

Attest:

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



14TH STREET

MEADOW LANE AVE.

HEART MO

**EXHIBIT A**  
CITY LANDS

SCALE: 1" = 100'  
SEPTEMBER 20, 2012



CITY OF CODY  
WYOMING  
CITY OF CODY  
1338 RUMSEY AVENUE  
CODY, WY 82414

MEETING DATE: OCTOBER 2, 2012  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT**

### **ANGLED PARKING ON 19<sup>TH</sup> STREET AND SALISBURY AVE**

#### **ACTION:**

Approve Resolution 2012-26 which provides for 60 degree angled parking on that portion of 19<sup>th</sup> street and Salsbury Street that fronts 725 19<sup>th</sup> Street and is further identified as International Church of The Foursquare Gospel.

#### **SUMMARY:**

On September 18, 2012 at the regularly scheduled meeting of the Cody City Council, Council Member Wolz made a motion seconded by Council Member Fritz to approve a request from Cody Foursquare Church to authorize 60 degree angled parking along the frontage of the Church on 19<sup>th</sup> Street and on Salsbury Avenue, have the City complete the required striping, with, and directed staff to prepare a Resolution.

Council Member Cloud, seconded by Council Member Miller made a motion to amend the motion to include a review period of one year. Both motions were approved by the Council. Resolution 2012-26 does as the Council directed.

#### **FISCAL IMPACT**

There is no fiscal impact associated with the resolution as the Church contribution of up to \$500.00, will help defray any costs incurred by the City in completing the striping.

#### **ALTERNATIVES**

1. Approve the Resolution
2. Deny the Resolution

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council pass Resolution 2012- 26, which provides for 60 degree angled parking on that portion of 19<sup>th</sup> street and Salsbury Street that fronts 725 19<sup>th</sup> Street and is further identified as the International Church of The Foursquare Gospel. The Resolution further calls for an evaluation of the striping within a one year period of time to assess the effectiveness of the striping and/or to highlight challenges.

#### **ATTACHMENTS**

Resolution 2012-26

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

File

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

**RESOLUTION 2012-26**

**A RESOLUTION - DESIGNATION OF ANGLED PARKING**

WITNESSETH:

WHEREAS, the State of Wyoming has granted authority to municipalities for the designation of regulations equal to or greater than that of the State of Wyoming regarding Parking, Standing and Parking; and

WHEREAS, the Cody City Council has designated angled parking on certain streets within the municipality; and

WHEREAS, by practice and customary use angled parking has been occurring along the frontage of 725 19<sup>th</sup> Street, Cody, Wyoming.

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY:

1. In stopping or parking a motor vehicle or other vehicle along 19<sup>th</sup> Street or Salsbury Ave. for that portion of said streets that front 725 19<sup>th</sup> Street, 60 degree angle parking is authorized and required.
2. City crews shall complete the required striping and operate and maintain said striping. That the official street map of the City of Cody shall be amended to show the foregoing designation.
3. Within a one year period of time from the completion of the striping, the effectiveness of the striping and/or the associated challenges will be evaluated by City staff and a report provided to the Council.

PASSED, APPROVED AND ADOPTED THE 2nd day of October, 2012

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Nancy Tia Brown, Mayor

Attest:

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Cynthia Baker, Administrative Services Officer