

City of Cody City Council

AGENDA

Tuesday, December 4, 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

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

Recognition of Aquatic and Recreation Staff – 11/27/12 Incident

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 11/15/12 and Regular Meeting Minutes on 11/20/2012.
- b. Approval of vouchers and payroll in the amount of \$1,020,176.12
- c. Consider approval of the City of Cody Mobile Phone Policy and authorize its inclusion in the City of Cody Personnel and Policy Manual
- d. Approve the 2012 Homeland Security Grant in the amount of \$8,309.17 and authorize the Mayor to sign the agreement.
- e. Cast a ballot for Greg James – Mayor, City of Newcastle and Bob Wood – Mayor, Town of Dayton for the 3-year term for the Municipal Elected Positions and Don Richards – Shoshone Municipal Pipeline JPB for the Special District Position for the 3-year term for the three open positions on the Local Government Liability Pool Board of Directors.
- f. Authorize the Mayor to sign a Professional Tree Trimming Services Contract between the City of Cody and Big Horn Horticultural Services for tree trimming services within alleys, right-of-ways and along electrical lines.
- g. Approve adoption of the downtown improvement plan prepared by Russell+Mills Studio to include the areas of Sheridan, Beck and Rumsey Avenues from 8th-17th Streets, and adopt the plan as a guiding principle when considering improvements and seeking outside funding for enhancements to these areas, all of which would be presented to Council prior to approval.

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 transfer ownership of a retail liquor license from Red Eagle Oil Inc. to Good 2 Go Stores LLC dba Good 2 Go Stores located at 221 Yellowstone Avenue.

3. Conduct of Business

- a. Approve the transfer of ownership of a retail liquor license from Red Eagle Oil Inc. to Good 2 Go Stores LLC dba Good 2 Go Stores located at 221 Yellowstone Avenue contingent upon sale of business.

Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson: Brad Hinze

- b. Consider a request to sign the hillside portion of Heart Mountain Street from Alger Avenue to where the LDS Stake Center sits as “Taggart Hill”.

Staff Reference: Steve Payne, Public Works Director
Spokesperson: Dana Cranfill, on behalf of the Taggart Family

- c. **ORDINANCE 2012-17 – THIRD AND FINAL READING – AS AMENDED**
AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 5 OF THE CODY CITY CODE – DISORDERLY CONDUCT.

Staff Reference: Scott Kolpitzke, City Attorney

- d. **ORDINANCE 2012-18 – THIRD AND FINAL READING AS AMENDED**
AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 6 OF THE CODY CITY CODE – DISORDERLY PLACES.

Staff Reference: Scott Kolpitzke, City Attorney

- e. **ORDINANCE 2012-21 SECOND READING**
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE III, OF THE CODY CITY CODE TO MODIFY ELECTRICAL RATES.

Staff Reference: Steve Payne, Public Works Director

- f. **ORDINANCE 2012-19 FIRST READING**
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II, OF THE CODY CITY CODE TO MODIFY TEMPORARY SERVICE.

Staff Reference: Leslie Brumage, Finance Officer

- g. **ORDINANCE 2012-20 FIRST READING**

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II, OF THE CODY CITY CODE TO MODIFY GENERAL CONDITIONS GOVERNING CITY SUPPLIED UTILITIES.

Staff Reference: Leslie Brumage, Finance Officer

h. RESOLUTION 2012-31

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HIS OR HER DESIGNEE TO DISCONTINUE THE BILLING OF UTILITY BASE CHARGES UNDER SPECIFIED CIRCUMSTANCES.

Staff Reference: Leslie Brumage, Finance Officer

4. Tabled Items

- a. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Park County as it relates to the Park County Landfill Disposal Service Agreement

5. Matters from Staff Members

6. Matters from Council Members

7. Adjournment

Upcoming Meetings

Special City Council Meeting: Thursday, December 13, 2012 @ 4:15 p.m. – Council Chambers
Regular City Council Meeting: Tuesday, December 18, 2012 @ 7:00 p.m. – Council Chambers

MEETING DATE: DECEMBER 4, 2012
DEPARTMENT: PARKS, RECREATION, &
PUBLIC FACILITIES
PREPARED BY: DIRECTOR RICK
MANCHESTER

PRESENTED BY: RICK MANCHESTER AND
JENNI PHILLIPS, AQUATICS SUPERVISOR

Aquatics and Recreation Staff Recognition

BACKGROUND

On Tuesday, November 27, 2012, a Men's high school swim team swimmer was rescued from the pool after he went unconscious. The swimmer was completing his workout at the time of the event. The cause for passing out is unknown. The event happened during the regular lifeguard rotation at 7:15 AM. Suzanne Palmer, Aquatics Coordinator and shift supervisor was the first employee on the scene. Other swim team members assisted the young man to the wall for removal from the pool. Penny Boyles, swim coach assisted in the removal. Suzanne assessed the condition and gave two rescue breaths to the victim. She immediately initiated the City's Emergency Medical System. She directed two swimmers to notify the front desk and to have them call paramedics for an unconscious, non-breathing victim. Sara Braten office assistant called 911 and Julie Brown, off duty, assisted in covering the front desk. Suzanne checked the victim again for pulse and breathing and gave two additional rescue breaths. CPR was not necessary since the victim maintained a pulse the entire time.

After approximately 30 seconds the victim coughed up water and regained consciousness.

Primary Rescuer and Shift Supervisor— Suzanne Palmer, Aquatics Coordinator

Secondary Rescuer—Sterling Hansen, Lifeguard

Assistance—Penny Boyle, CHS Swim Coach

Assistance—Sara Braten, Office Assistant

Assistance—Julie Brown, Recreation Coordinator

Assistance—Dr. Lisa Harvey, pool patron

SUMMARY

The entire Rec Center EMS system reacted quickly and responsibly. This is a good example of professional employees with necessary training and practice averting a tragic event.

AGENDA ITEM NO. _____

City of Cody
Council Proceedings
Thursday, November 15, 2012

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

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

Absent: Council Member Donny Anderson

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

Leslie Brumage, Finance Officer and Barb Curless, Court Clerk provided the Governing Body with background information on collection of court fines, what recommendations were implemented, what recommendation are yet to be implemented and if any recommendations were not implemented and whether the changes are working. Sara Wead, Assistant Administrative Services Officer and Judge Webster provided input as well. Staff was directed to continue to monitor the current process and have further discussion and review at mid-year. Council Member Cloud and Anderson were appointed to a committee to discuss and explore other possible options for improving the collection process.

Leslie Brumage, Finance Officer provided the Governing Body with the background information on the Identity Theft Policy and provided the Annual Identity Theft Policy Report. No action was taken.

The Governing Body reviewed the Council Agenda for November 20, 2012. No action was taken.

Mayor Brown discussed with Christmas falling on Tuesday assigning Monday, December 24th as the Mayor's Holiday for City staff. Staff was directed to inform employees of this additional day off.

Cindy Baker, Administrative Services Officer discussed the board applications received so far and discussed whether there was a need to interview, as the applications received are all returning members. There is one position on the Planning, Zoning and Adjustment Board that no applications have been received as of date. Staff was directed to email members of the Master Plan Committee, allowing an email response on Friday the 16th acknowledging interest and submit the application within a couple of days. An interview(s) for the vacancy will be incorporated in a work session in December.

Jenni Rosencranse, City Administrator discussed the date of the first meeting in January, being January 1, 2013 and what date the Governing Body would like to schedule this meeting. Staff was directed to move the meeting to Thursday, January 3rd at 7:00 p.m.

Rick Manchester, Parks, Public Facilities and Recreation Director, discussed the Streetscape meeting date. The Governing Body agreed on Wednesday, November 28th at 4:15 p.m.

In Staff updates, the Governing Body was given a Budget Calendar for next calendar year to review and provide feedback at the next Work Session. Scott Kolpitke, City Attorney, informed the Governing Body of the likelihood of the City no longer being able to use the Circuit Court room in July and the options that are being considered. Jenni Rosencranse, City Administrator provided the Governing Body with an update on the Cody Labs project.

In Council updates, Council Member Cloud inquired on the status of the Safe Pathways – Safe Route to School. Steve Payne indicated this project would be started in the Spring of 2013.

There being no further discussion, the meeting adjourned at 6:54 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, November 20, 2012**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, November 20, 2012 at 7:00 p.m.

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

Absent: Council Member Donny Anderson.

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.

Council Member Miller made a motion seconded by Council Member Fritz to approve the Consent Calendar as presented including approval of Special Meeting Minutes on 11/01/12 and Regular Meeting Minutes on 11/06/2012 and approval of vouchers and payroll in the amount of \$561,661.67. Vote was unanimous.

During public comment, Council Member Wolz provided the opportunity for concerned citizens to obtain an inventory list of City owned vehicles and equipment in order to address statements about the age of vehicles and equipment utilized by city staff. Citizens can obtain this list by contacting any Council Member or Administrative Staff at City Hall.

At 7:07 p.m. Mayor Brown began a public hearing to determine if it is in the public interest to apply for a Business Ready Communities – Business Committed Grant to assist in the research and development plans of a Gunsmith Training School to further economic development in the community in the amount of \$25,000. Jenni Rosencranse, City Administrator and James Klessens, Forward Cody provided background information on this project. After calling for public comments three more times and there being none, Mayor Brown closed the public hearing at 7:12 p.m.

RESOLUTION 2012-32

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL BUSINESS READY COMMUNITIES FOR A WYOMING BUSINESS COUNCIL PLANNING GRANT TO ASSIST IN A FEASIBILITY STUDY FOR A GUNSMITHING SCHOOL IN CODY

Council Member Fritz made a motion seconded by Council Member Edwards to approve Resolution 2012-32. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Edwards to table item b on the Conduct of Business. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Cloud to authorize the Mayor, Public Works Director and Chief of Police to sign the prepared Emergency Action Plan (EAP) for Markham and New Cody Dams. Vote was unanimous.

ORDINANCE 2012-17 – SECOND READING AS AMENDED

AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 5 OF THE CODY CITY CODE – DISORDERLY CONDUCT.

Council Member Fritz made a motion seconded by Council Member Wolz to approve Ordinance 2012-17 on second reading. Vote was unanimous.

ORDINANCE 2012-18 – SECOND READING

AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 6 OF THE CODY CITY CODE – DISORDERLY PLACES.

Council Member Cloud made a motion seconded by Council Member Fritz to approve Ordinance 2012-18 on second reading. Vote was unanimous.

ORDINANCE 2012-21 FIRST READING

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE III, OF THE CODY CITY CODE TO MODIFY ELECTRICAL RATES.

Council Member Fritz made a motion seconded by Council Member Wolz to approve Ordinance 2012-21 on first reading. Vote was unanimous.

In Council updates, Council Member Fritz reminded citizens of the Christmas Parade on Saturday, November 24th at 6:00 p.m.

There being no further business, Mayor Brown adjourned the meeting at 7:43 pm.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACE HARDWARE							
2390							
	245453	SCREWS FOR POOL LIDS	11/07/2012	4.60	4.60	12/05/2012	
	245462	REPAIR GUTTERS @ PARK SH	11/07/2012	4.99	4.99	12/05/2012	
	245485	CLEANING SUPPLIES - RECYCL	11/08/2012	14.99	14.99	12/05/2012	
	245486	MATERIALS & SUPPLIES	11/08/2012	28.97	28.97	12/05/2012	
	245500	SHOP SUPPLIES	11/08/2012	2.64	2.64	12/05/2012	
	245523	REPAIR RENTAL BLEACHERS	11/08/2012	8.99	8.99	12/05/2012	
	24557	MATERIALS & SUPPLIES	11/09/2012	12.98	12.98	12/05/2012	
	245576	VETERAN'S DAY EVENT - AQUA	11/09/2012	16.99	16.99	12/05/2012	
	245787	REPAIR TO FLOOR SCRUBBER	11/13/2012	22.06	22.06	12/05/2012	
	245796	REPAIRS - SR. CENTER	11/13/2012	20.98	20.98	12/05/2012	
	245818	SNOW PLOW PAINT SUPPLIES	11/13/2012	11.53	11.53	12/05/2012	
	245860	REPAIRS TO FLOOR SCRUBBE	11/14/2012	7.27	7.27	12/05/2012	
	245876	SUPPLIES	11/14/2012	2.10	2.10	12/05/2012	
	245921	REPAIRS TO FLOOR SCRUBBE	11/15/2012	2.49	2.49	12/05/2012	
	246006	SHOP SUPPLIES	11/16/2012	27.98	27.98	12/05/2012	
	246026	SHOP SUPPLIES (FOR XMAS LI	11/16/2012	.49	.49	12/05/2012	
	246032	SUPPLIES	11/16/2012	31.64	31.64	12/05/2012	
Total 2390:				221.69	221.69		
ACKER ELECTRIC							
270							
	28166	RE-WIRE EF #2 - REC CENTER	11/07/2012	309.90	309.90	12/05/2012	
	28167	RE-WIRE EF #2 - REC CENTER	11/07/2012	25.00	25.00	12/05/2012	
Total 270:				334.90	334.90		
ADVANCED INFO SYSTEMS							
129162							
	10007	CYCLE 4 OUTSOURCE BILLS	10/31/2012	264.08	264.08	12/05/2012	
	10031	CYCLE 1 OUTSOURCE BILLS	11/15/2012	434.36	434.36	12/05/2012	
Total 129162:				698.44	698.44		
ALSCO							
126551							
	878792	RUGS - CITY HALL	11/06/2012	48.69	48.69	12/05/2012	
	880234	TOWELS	11/12/2012	113.86	113.86	12/05/2012	
Total 126551:				162.55	162.55		
AMERICAN RED CROSS							
128859							
	10171798	ARC FEES	10/31/2012	35.00	35.00	12/05/2012	
Total 128859:				35.00	35.00		
AMERICAN WELDING & GAS, INC.							
128592							
	01994719	SUPPLIES	11/13/2012	34.82	34.82	12/05/2012	
	01997039	CO2	11/15/2012	34.44	34.44	12/05/2012	
Total 128592:				69.26	69.26		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ASPHALT ZIPPER INC							
126865							
	24927	SERVICE CD FOR ZIPPER	11/08/2012	17.00	17.00	12/05/2012	
Total 126865:				17.00	17.00		
BEASLEY, PARRY							
129552							
	111412	REIMBURSE FOR DRIVER SKIL	11/14/2012	40.00	40.00	12/05/2012	
Total 129552:				40.00	40.00		
BIG HORN PAINT							
1180							
	0055114	PAINT - MAIN ST BATHROOM	11/06/2012	49.58	49.58	12/05/2012	
	0056530	PAINT THINNER	11/15/2012	20.79	20.79	12/05/2012	
Total 1180:				70.37	70.37		
BIG HORN WHOLESALE							
1210							
	5287	Nacho Chips	11/05/2012	18.00	18.00	12/05/2012	20043
	5287	Plain Pretzels	11/05/2012	40.98	40.98	12/05/2012	20048
	5289	MATERIALS & SUPPLIES	11/05/2012	1,077.68	1,077.68	12/05/2012	
Total 1210:				1,136.66	1,136.66		
BILLINGS CONSTRUCTION							
1240							
	8887	SAFETY GLASSES	11/01/2012	105.00	105.00	12/05/2012	
Total 1240:				105.00	105.00		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	5308	SUPPLIES	11/09/2012	10.40	10.40	12/05/2012	
Total 128623:				10.40	10.40		
BOOT BARN, INC							
128267							
	145665	SUPPLIES	11/19/2012	9.99	9.99	12/05/2012	
Total 128267:				9.99	9.99		
BORDER STATES INDUSTRIES INC							
1420							
	904884872	SYSTEM MAINTENANCE	11/16/2012	82.84	82.84	12/05/2012	
Total 1420:				82.84	82.84		
BRESNAN COMMUNICATIONS							
123538							
	111512-SHOP	INTERNET - SHOP	11/15/2012	152.90	152.90	12/05/2012	
Total 123538:				152.90	152.90		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BRUCO INC							
1550							
	306622	MATERIAL & SUPPLIES	11/08/2012	512.98	512.98	12/05/2012	
Total 1550:				512.98	512.98		
C & C WELDING							
1690							
	15596	METAL PLATE FOR SIGN BASE	11/07/2012	148.64	148.64	12/05/2012	
	15613	TRAILER REPAIR	11/13/2012	2,713.90	2,713.90	12/05/2012	
Total 1690:				2,862.54	2,862.54		
CITY OF CODY							
2260							
	111612	UTILITIES	11/16/2012	477.62	477.62	12/05/2012	
	111612	UTILITIES	11/16/2012	78.06	78.06	12/05/2012	
	112112	UTILITIES	11/21/2012	2,407.55	2,407.55	12/05/2012	
	112112	UTILITIES	11/21/2012	47.80	47.80	12/05/2012	
	112112	UTILITIES	11/21/2012	1,112.62	1,112.62	12/05/2012	
	112112	UTILITIES	11/21/2012	4,640.64	4,640.64	12/05/2012	
	112112	UTILITIES	11/21/2012	2,971.43	2,971.43	12/05/2012	
	112112	UTILITIES	11/21/2012	8,914.31	8,914.31	12/05/2012	
	112112	UTILITIES	11/21/2012	1,563.02	1,563.02	12/05/2012	
	112112	UTILITIES	11/21/2012	48.37	48.37	12/05/2012	
	112112	UTILITIES	11/21/2012	1,786.95	1,786.95	12/05/2012	
	112112	UTILITIES	11/21/2012	1,177.38	1,177.38	12/05/2012	
	112112	UTILITIES	11/21/2012	462.63	462.63	12/05/2012	
	112112	UTILITIES	11/21/2012	4,257.40	4,257.40	12/05/2012	
Total 2260:				29,945.78	29,945.78		
CODY CAB							
129079							
	110312	TIPSY TAXI VOUCHERS (11-12)	11/03/2012	21.00	21.00	12/05/2012	
	110312	TIPSY TAXI VOUCHERS (12-13)	11/03/2012	336.00	336.00	12/05/2012	
Total 129079:				357.00	357.00		
CODY TELEPHONE SERVICE							
2800							
	100238160	TELEPHONE REPAIRS	11/01/2012	75.00	75.00	12/05/2012	
Total 2800:				75.00	75.00		
CODY WINNELSON COMPANY							
2850							
	122712-00	HYDRANT REPAIR PARTS	11/13/2012	209.76	209.76	12/05/2012	
	122958-00	GALV FITTINGS	11/15/2012	30.31	30.31	12/05/2012	
Total 2850:				240.07	240.07		
CROFTS, KATHY							
129548							
	281219	REC CENTER REFUND	10/10/2012	193.00	193.00	12/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129548:				193.00	193.00		
CRUM ELECTRIC							
3300							
	1350867-00	TOOLS	11/07/2012	25.88	25.88	12/05/2012	
	1383501-00	SAFETY SUPPLIES	11/08/2012	111.17	111.17	12/05/2012	
	1392696-00	SUPPLIES	11/13/2012	102.60	102.60	12/05/2012	
Total 3300:				239.65	239.65		
CUSTOM DELIVERY SERVICE							
3343							
	160204	SAMPLE - SHIPPING	10/31/2012	22.77	22.77	12/05/2012	
	49333	SAMPLE - SHIPPING	10/31/2012	70.08	70.08	12/05/2012	
Total 3343:				92.85	92.85		
DANA KEPNER COMPANY							
3410							
	2215417-01	Meter, iPERL 3/4" short, Itron	11/14/2012	23,650.00	23,650.00	12/05/2012	1198-W
Total 3410:				23,650.00	23,650.00		
DLT SOLUTIONS INC							
3740							
	4231598	AUTO CAD SUBSCRIPTION- 201	10/17/2012	1,890.58	1,890.58	12/05/2012	
	4231598	AUTO CAD SUBSCRIPTION- 201	10/17/2012	945.29	945.29	12/05/2012	
Total 3740:				2,835.87	2,835.87		
DOUG ANDRUS DISTRIBUTING INC							
3820							
	0510254	SALT	10/10/2012	3,065.10	3,065.10	12/05/2012	
Total 3820:				3,065.10	3,065.10		
EAGLE OF CODY PRINTING							
123442							
	110712	BUSINESS CARDS - DOYLE ST	11/07/2012	32.90	32.90	12/05/2012	
Total 123442:				32.90	32.90		
EASTGATE CLEANERS							
3960							
	402766	CLEAN FLAGS FOR CITY HALL	11/05/2012	11.00	11.00	12/05/2012	
Total 3960:				11.00	11.00		
ECOLAB PEST ELIM. DIV.							
128686							
	8629511	PEST CONTROL - REC CENTER	11/12/2012	59.17	59.17	12/05/2012	
	8629511	PEST CONTROL - REC CENTER	11/12/2012	59.17	59.17	12/05/2012	
	8629512	PEST CONTROL - AUDITORIUM	11/12/2012	65.00	65.00	12/05/2012	
Total 128686:				183.34	183.34		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
EH ENTERPRIZES							
126680							
	297	CURB GUTTER, SIDEWALK, SA	10/31/2012	1,330.00	1,330.00	12/05/2012	
Total 126680:				1,330.00	1,330.00		
ENERGY WEST							
2630							
	110912	UTILITIES	11/09/2012	148.88	148.88	12/05/2012	
	110912	UTILITIES	11/09/2012	730.61	730.61	12/05/2012	
	110912	UTILITIES	11/09/2012	405.35	405.35	12/05/2012	
	110912	UTILITIES	11/09/2012	47.72	47.72	12/05/2012	
	110912	UTILITIES	11/09/2012	146.92	146.92	12/05/2012	
	110912	UTILITIES	11/09/2012	134.43	134.43	12/05/2012	
Total 2630:				1,613.91	1,613.91		
ENGINEERING ASSOCIATES							
4140							
	3211005	16TH ST STORM DRAIN	11/13/2012	5,684.85	5,684.85	12/05/2012	
	3211007	WATER CAD EXTENDED PERIO	11/13/2012	1,176.00	1,176.00	12/05/2012	
	321106	WASTEWATER TREATMENT FA	11/13/2012	12,672.50	12,672.50	12/05/2012	
Total 4140:				19,533.35	19,533.35		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY44448	SWEEPER BOLTS	11/01/2012	4.20	4.20	12/05/2012	
	WYCDY44500	DRILL / SCREWS	11/05/2012	256.39	256.39	12/05/2012	
	WYCDY44567	NEW BATTERY FOR DRILL	11/08/2012	97.27	97.27	12/05/2012	
	WYCDY44599	CONCRETE ANCHORS (SIGNS)	11/09/2012	26.66	26.66	12/05/2012	
	WYCDY44672	NUTS AND BOLTS FOR SIGNS	11/13/2012	27.41	27.41	12/05/2012	
	WYCDY44678	SHOP SUPPLIES (XMAS LIGHT	11/14/2012	4.11	4.11	12/05/2012	
	WYCDY44706	SHOP SUPPLIES (XMAS LIGHT	11/15/2012	8.22	8.22	12/05/2012	
Total 126018:				424.26	424.26		
FREMONT BEVERAGES INC							
127301							
	33919	Drink Syrups	11/07/2012	71.00	71.00	12/05/2012	20004
	33919	12 OZ CUPS	11/07/2012	60.00	60.00	12/05/2012	20040
	33919	CO2	11/07/2012	20.00	20.00	12/05/2012	26000
	33919	FUEL SURCHARGE	11/07/2012	3.00	3.00	12/05/2012	
Total 127301:				154.00	154.00		
GAMBLES							
4450							
	607168	REPAIRS TO FLOOR SCRUBBE	11/14/2012	4.65	4.65	12/05/2012	
Total 4450:				4.65	4.65		
HARRIS TRUCKING & CONST. CO							
4780							
	123059	ASPHALT	11/08/2012	1,067.30	1,067.30	12/05/2012	
	123059	ASPHALT - 8TH STREET	11/08/2012	202.47	202.47	12/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4780:				1,269.77	1,269.77		
HEARTLAND PAPER COMPANY							
128769							
	G232818-1	MATERIAL & SUPPLIES	11/09/2012	186.19	186.19	12/05/2012	
Total 128769:				186.19	186.19		
HOMAX OIL SALES, INC.							
129090							
	CL40462-IN	FUEL - ELEC	10/31/2012	812.29	812.29	12/05/2012	
	CL40462-IN	FUEL - ELEC	10/31/2012	1,136.30	1,136.30	12/05/2012	
	CL40462-IN	FUEL - WATER	10/31/2012	214.57	214.57	12/05/2012	
	CL40465-IN	FUEL - PD	10/31/2012	4,176.13	4,176.13	12/05/2012	
	CL40465-IN	FUEL - PD	10/31/2012	89.71	89.71	12/05/2012	
	CL40466-IN	FUEL - PARKS	10/31/2012	1,404.34	1,404.34	12/05/2012	
	CL40466-IN	FUEL - PARKS	10/31/2012	351.64	351.64	12/05/2012	
	CL40466-IN	FUEL - ELEC	10/31/2012	71.69	71.69	12/05/2012	
	CL40466-IN	FUEL - WATER	10/31/2012	258.82	258.82	12/05/2012	
	CL40467-IN	FUEL - FAC MAINT	10/31/2012	299.06	299.06	12/05/2012	
	CL40469-IN	FUEL - COMM DEV	10/31/2012	173.69	173.69	12/05/2012	
	CL40470-IN	FUEL - STREETS	10/31/2012	820.25	820.25	12/05/2012	
	CL40470-IN	FUEL - STREETS	10/31/2012	2,933.88	2,933.88	12/05/2012	
	CL40470-IN	FUEL - REC	10/31/2012	49.59	49.59	12/05/2012	
	CL40470-IN	FUEL - WASTE WATER	10/31/2012	44.81	44.81	12/05/2012	
	CL40470-IN	FUEL - PARKS	10/31/2012	45.59	45.59	12/05/2012	
	CL40470-IN	FUEL - WATER	10/31/2012	269.60	269.60	12/05/2012	
	CL40470-IN	FUEL - SOLID WASTE	10/31/2012	426.26	426.26	12/05/2012	
	CL40471-IN	FUEL - VEH MAINT	10/31/2012	78.57	78.57	12/05/2012	
Total 129090:				13,656.79	13,656.79		
ICMA RETIREMENT-457-#303143							
5170							
	689141	Contributions	11/26/2012	5,811.90	5,811.90	11/26/2012	
Total 5170:				5,811.90	5,811.90		
K MART							
5690							
	44010	ASAP	11/05/2012	25.65	25.65	12/05/2012	
	57961	HYDRANT REPAIRS	11/14/2012	6.50	6.50	12/05/2012	
Total 5690:				32.15	32.15		
KNAPP, TIM							
127991							
	282660	REC CENTER REFUND	10/23/2012	114.63	114.63	12/05/2012	
Total 127991:				114.63	114.63		
LONG BUILDING TECH INC							
125191							
	SRVCE006025	REPLACE ACTUATOR ON AHV	11/06/2012	518.14	518.14	12/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 125191:				518.14	518.14		
MC CUMBER LOCKSMITH SHOP							
6390							
	3408A	PAD LOCKS / KEYS	11/14/2012	48.27	48.27	12/05/2012	
	3408A	PAD LOCKS / KEYS	11/14/2012	48.27	48.27	12/05/2012	
Total 6390:				96.54	96.54		
MOUNTAIN WEST INC							
6930							
	023522	YOUTH BASKETBALL	11/08/2012	572.93	572.93	12/05/2012	
Total 6930:				572.93	572.93		
NORCO, INC.							
128948							
	10595995	SUPPLIES	11/13/2012	52.66	52.66	12/05/2012	
Total 128948:				52.66	52.66		
NORTH CENTRAL LABORATORIES							
7320							
	312255	LAB SUPPLIES	10/31/2012	39.04	39.04	12/05/2012	
Total 7320:				39.04	39.04		
O P TACTICAL							
129544							
	CODYPD1211	TACTICAL UNIT SUPPLIES	11/08/2012	123.00	123.00	12/05/2012	
	CODYPD1211	TACTICAL UNIT SUPPLIES	11/09/2012	1,479.75	1,479.75	12/05/2012	
Total 129544:				1,602.75	1,602.75		
OPATZ ELECTRIC MOTOR REPAIR							
7470							
	15754	REBUILD 15HP PUMP/MOTOR -	11/12/2012	680.70	680.70	12/05/2012	
Total 7470:				680.70	680.70		
OPTIMUM							
129339							
	110712-REC	INTERNET - REC CENTER	11/07/2012	77.85	77.85	12/05/2012	
Total 129339:				77.85	77.85		
PLAN ONE ARCHITECTS							
7980							
	11/15/12-1	16TH STREET PROJECT	11/15/2012	14,300.00	14,300.00	12/05/2012	
Total 7980:				14,300.00	14,300.00		
PRO-BUILD							
128149							
	940061	REPAIR TO AUDITORIUM	11/09/2012	37.99	37.99	12/05/2012	
	940650	REPAIRS TO SR CENTER ROO	11/15/2012	59.48	59.48	12/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128149:				97.47	97.47		
PURCHASE ADVANTAGE CARD							
430							
	016341	REC CENTER BIRTHDAY PARTI	11/16/2012	18.99	18.99	12/05/2012	
Total 430:				18.99	18.99		
QUALITY ASPHALT PAVING INC							
125010							
	1263	ASPHALT PATCHING	11/16/2012	1,100.50	1,100.50	12/05/2012	
	1263	ASPHALT PATCHING - 8TH ST	11/16/2012	328.70	328.70	12/05/2012	
Total 125010:				1,429.20	1,429.20		
RAPID FIRE PROTECTION, INC							
129543							
	18034	DRAW ST FIRE SPRINKLERS	11/12/2012	2,765.00	2,765.00	12/05/2012	
Total 129543:				2,765.00	2,765.00		
ROBERSON, TOM							
129549							
	283059	REC CENTER REFUND	10/29/2012	252.08	252.08	12/05/2012	
Total 129549:				252.08	252.08		
ROCKY MOUNTAIN POWER							
7570							
	111512	UTILITIES	11/15/2012	44.77	44.77	12/05/2012	
	111512	UTILITIES	11/15/2012	216.69	216.69	12/05/2012	
Total 7570:				261.46	261.46		
S & S WORLDWIDE INC							
124166							
	7519037	BALLS - REC CENTER	11/01/2012	128.48	128.48	12/05/2012	
	7519992	ASAP PROGRAM	11/01/2012	158.09	158.09	12/05/2012	
Total 124166:				286.57	286.57		
SHOSHONE OFFICE SUPPLY							
9140							
	0092555	HIGH LIGHTERS	11/05/2012	3.46	3.46	12/05/2012	
	0092712	MATERIALS & SUPPLIES	11/08/2012	79.00	79.00	12/05/2012	
	0092734	TONER	11/09/2011	123.99	123.99	12/05/2012	
Total 9140:				206.45	206.45		
SMART, MATT							
129550							
	281221	REC CENTER REFUND	10/10/2012	115.50	115.50	12/05/2012	
Total 129550:				115.50	115.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
US POSTMASTER							
129112							
	111612	2 MONTHS POSTAGE FOR UTIL	11/16/2012	3,700.00	3,700.00	12/05/2012	
Total 129112:				3,700.00	3,700.00		
VEACH, SHANDAL							
129551							
	17256012	REFUND CREDIT BALANCE	11/09/2012	51.44	51.44	12/05/2012	
Total 129551:				51.44	51.44		
WAGNER EQUIPMENT CO.							
129553							
	P00C1582739	KING PIN HITCH - BELLY DUMP	10/30/2012	2,441.48	2,441.48	12/05/2012	
Total 129553:				2,441.48	2,441.48		
WAL MART COMMUNITY BRC							
10330							
	01594	ASAP PROGRAM	11/08/2012	162.72	162.72	12/05/2012	
	03712	BREAKROOM & OFFICE SUPPLI	11/08/2012	22.23	22.23	12/05/2012	
	05631	SUPPLIES - REC CENTER	11/16/2012	300.00	300.00	12/05/2012	
	05631		11/16/2012	126.59	126.59	12/05/2012	
	06025+	OFFICE/SQUAD ROOM SUPPLI	11/13/2012	234.54	234.54	12/05/2012	
	07231	Crackers	11/09/2012	5.46	5.46	12/05/2012	20034
	07231	Chips	11/09/2012	19.76	19.76	12/05/2012	20031
	07231	NAPKINS	11/09/2012	3.48	3.48	12/05/2012	25000
	07231	Ramen Soup	11/09/2012	13.72	13.72	12/05/2012	20050
	07231	Hot Dogs	11/09/2012	9.88	9.88	12/05/2012	20053
	07231	Fruit Snacks	11/09/2012	32.64	32.64	12/05/2012	20026
	07231	Snack Cakes	11/09/2012	22.50	22.50	12/05/2012	20027
	07231	Pizza	11/09/2012	31.86	31.86	12/05/2012	20045
Total 10330:				985.38	985.38		
WATCO POOLS							
10370							
	15292	PARTS - SPA FEEDER PUMP	11/05/2012	45.51	45.51	12/05/2012	
	15298	BOOSTER PUMP REPLACEMEN	11/06/2012	870.28	870.28	12/05/2012	
	15321	POOL CHEMICALS	11/12/2012	574.06	574.06	12/05/2012	
Total 10370:				1,489.85	1,489.85		
WATERS, KIRA							
129554							
	15982011	REFUND UTILITY DEPOSIT	11/21/2012	32.40	32.40	12/05/2012	
Total 129554:				32.40	32.40		
WCSTELECOM							
124746							
	21191428	LONG DISTANCE	11/01/2012	165.29	165.29	12/05/2012	
Total 124746:				165.29	165.29		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WEAD, JUSTON							
126194							
	111712	REIMBURSE FOR UNIFORMS	11/17/2012	142.17	142.17	12/05/2012	
Total 126194:				142.17	142.17		
WESCO DISTRIBUTION INC							
10480							
	674484	UNIFORMS	11/06/2012	638.49	638.49	12/05/2012	
Total 10480:				638.49	638.49		
WESTERN REAL ESTATE							
129555							
	3259027	REFUND UTILITY DEPOSIT	11/21/2012	146.79	146.79	12/05/2012	
Total 129555:				146.79	146.79		
WOMACK MACHINE SUPPLY CO.							
128944							
	0106573	HYDRAULIC FITTINGS	11/01/2012	7.78	7.78	12/05/2012	
Total 128944:				7.78	7.78		
WOODWARD TRACTOR CO							
10660							
	5277511	SUPPLIES FOR WOOD CHIPPIN	11/14/2012	51.66	51.66	12/05/2012	
	81079	SEWER JET HOSE FITTINGS	11/06/2012	10.64	10.64	12/05/2012	
Total 10660:				62.30	62.30		
WYOMING ASSN OF MUNICIPALITIES							
10770							
	12587	CEO RETREAT	11/14/2012	312.00	312.00	12/05/2012	
Total 10770:				312.00	312.00		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	110112	POWER PURCHASE - OCT 2012	11/01/2012	658,549.45	658,549.45	12/05/2012	
Total 10920:				658,549.45	658,549.45		
Grand Totals:				803,673.83	803,673.83		

PAYROLL TOTAL \$216,502.29

TOTAL \$1,020,176.12

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

AGENDA ITEM SUMMARY REPORT

Mobile Phone Policy

ACTION TO BE TAKEN:

Consider approval of the City of Cody Mobile Phone Policy and authorize its inclusion in the City of Cody Personnel and Policy Manual.

SUMMARY OF INFORMATION:

The City of Cody requires a number of employees to be assigned to a cell phone for City business purposes. Historically, the City of Cody has provided the cell phones to each assigned employee and the City has paid the entire bill. Current policy does not allow the phones to be used for personal calls either on or off the clock.

In the past several years, and with the change in technology, there have been more requests from Supervisors and Department Heads to be able to have a stipend for cell phones. The reason behind this is because while they carry a cell phone for business use, they also carry one for personal use at times as well. They would prefer to be able to have one phone to use for all purposes. These requests have come mostly from salaried employees. In addition, the City has not purchased many smart phones in the past, but many supervisors would like to have them as they have access to their email and calendar both on and off the job, and in or out of the office.

The proposed policy allows for a stipend to be paid to authorized employees who currently carry two phones and would like to reduce it down to one. Should this plan be approved, we would be reducing the number of phones that we are paying for in our plan on a monthly basis.

A typical "smart" phone plan to an individual costs approximately \$60 to \$80 per month depending upon the capacity of data required. A "basic" phone plan costs an individual approximately \$40 to \$60 per month. The City of Cody is paying approximately \$50 per month for employees with smart phones and approximately \$25 per month for employees with basic plans through Verizon. We receive a discount for our governmental plan. Since this policy would be a benefit to the employee as they would be able to use one phone to conduct both City and personal business, we propose that a stipend of \$50 per month be authorized for smart phone users and \$25 for basic phone users.

Currently, there are only two employees who would be requesting to implement this particular program, and the cost to the City of Cody would be neutral overall. We propose that this program become available for those eligible employees beginning January 1, 2013.

FISCAL IMPACT

AGENDA ITEM NO. _____

Based upon the program guidelines, this policy should be fairly cost neutral to the City of Cody, however, since this will be paid for through a salary adjustment, there may need to be adjustments to line items across different funds. The City will see savings in not having to purchase phone(s) for staff who utilize this policy, as well as, any cost associated with repairs and maintenance to these phones.

ALTERNATIVES

N/A

ATTACHMENTS

Proposed Mobile Phone Policy

AGENDA & SUMMARY REPORT TO:

None

Mobile Phone Policy

A. **Definitions:** This policy will cover the usage of two categories of mobile phone use for the City of Cody and the following definitions shall apply:

1. Personal Mobile Phone (PMPP) – a phone that is used for City business as required, but owned and paid for by the City of Cody employee.
2. Pooled Mobile Phone (PMP) – a phone that is solely used for City of Cody business and assigned to City of Cody employees on an as needed basis.
3. Roaming - an extra charge added to the mobile phone bill on a per-minute basis for voice phone calls that are made or received while the phone is outside of its home coverage area.

B. **Personal Mobile Phone Program**

1. Program Entry

Employees of the City of Cody as identified by the City Administrator and appropriate Department Head will be required to have a mobile phone in order to perform their duties. Examples of those identified employees may include, but shall not be limited to Department Heads, Supervisors, On Call personnel, Law Enforcement Officers. These individuals will be entered into the Personal Mobile Phone Program. Employees will enter the program by signing the “Personal Mobile Phone Program Entry Form” along with the authorizing Department Head and City Administrator.

2. Phone Service

Members of the PMPP will be required to have a mobile phone and mobile phone service that is adequate for the performance of their duties.

- a. Program members will be required to keep their mobile phone number on file with their Department Head.
- b. Program members will be required to keep their phones sufficiently functional to send or receive voice phone calls and messages. If the personal mobile phone ever ceases to function due to damage, expiration of service, or for any other reason, the employee is required to notify their supervisor as soon as reasonably possible, and to replace and reestablish phone service as soon as reasonably possible.
- c. Upon request from their supervisor, program members may be required to present their mobile phone in order to verify that the phone is active and fully operational.

3. Monthly Allowance

Each program member will be given a monthly allowance in order to offset the costs of purchasing a mobile phone and maintaining mobile phone service. The allowance will

be added to the employee's regular pay check. The amount of the allowance will vary depending on the specific employee's position and duties.

a. Allowance Levels:

1. Employees who require a **basic mobile phone plan** will be granted \$25 per month. This allowance is appropriate for employees who do not require data services and who are not expected to make more than 450 minutes of work related calls each month.
2. Employees who require a **high usage and special services calling plan** will be granted \$50 per month. This allowance is appropriate for employees who require data services or who are expected to make between 450 and 1,200 minutes of work-related calls each month.

b. Each program member's allowance level will be determined by the employee's Department Head.

4. Allowance is Taxable

Any mobile phone allowance received by an employee will be treated as taxable income and subject to all applicable state and federal income taxes.

5. Personal Calls

Program members will be allowed to use their mobile phones for personal calls so long as they do not interfere with their professional duties. Members of the Personal Mobile Phone Program will be responsible for paying for all charges to their personal mobile phone, regardless of whether the charge was personal or business related.

6. Business-Related Roaming Charges

When traveling on City business, the program member will be eligible for reimbursement for roaming charges on calls related to City of Cody business. In order to receive reimbursement, the program member must highlight the eligible phone charges on his or her mobile phone bill and provide for each call to be reimbursed, all of the following:

- a. A note stating who the call was either to or from.
- b. The purpose of the call.

The phone bill must then be submitted using the normal travel reimbursement procedures.

7. Extraordinary Circumstances

In addition to business-related roaming charges, program members may request reimbursement for mobile phone charges that were incurred under extraordinary circumstances. The Department Head of the respective department will be the sole

determiner of whether reimbursement for charges brought on by “extraordinary circumstances” is justified.

For Example: An employee is charged with managing the response to a water or electrical utility problem. During the activity, it is necessary to use a mobile phone rather than other communication devices such as a radio. If the employee uses his/her personal cell phone and the activity causes him/her to go over their allotted plan minutes, he/she may be asked to be reimbursed for the overage.

8. Privacy

Billing statements will not be reviewed regularly by any City personnel other than the participating member; however, members may occasionally be required by their supervisor or department head to submit a recent mobile phone bill in order to verify that the individual’s membership in the program (and their allowance level in the program) is still appropriate. For privacy purposes, program members may choose to redact (cross out) their personal charges from their mobile phone bill before submitting it to review. The City may also review or audit bills and other phone use documentation (including text messages) to investigate work related misconduct or for non-investigatory work related purposes.

9. Annual Review of Phone Lines

The Administrative Services Director or his/her designee will, on an annual basis, submit to the Department Heads a list of each Division’s current program members. Department Heads will review the list and make adjustments as appropriate. If during the year, the Department Head deems an adjustment is necessary, he or she will discuss the adjustment with the City Administrator and a determination of change will be made.

10. Annual Review of Reimbursement Rates

The City Administrator or his/her designee will review annually the allowance levels offered to determine whether they remain appropriate for the current costs of cellular phone service. Program members will be notified in writing at least thirty (30) days prior to any changes in the amount of their allowance.

C. City Mobile Phones

1. Division Level Phone Plans

The City of Cody will enter into one service agreement for all of the City’s pooled mobile phones. Charges for each phone will be paid from a specified account in the Administrative Services Department budget. The pooled mobile phones are the property of the City of Cody. The City of Cody reserves the right to monitor, log, audit and review all uses of pooled mobile phones, including, but not limited to frequency of

use, dates of use, times of use, length of calls and substance of text messages and voice mails. Employees and users have no expectation of privacy or confidentiality when using a city phone.

2. Personal Calls

a. Non-Salaried Employees (Hourly)

Except in the cases of incidental use pooled mobile phones shall not be used for sending or receiving calls, text messages, pictures, or any other purposes that are not related to City business. The Department Head or his/her designee will review on a quarterly basis each mobile phone bill for each pooled mobile phone line to verify that it was not used for personal (non-business related) communications.

b. Salaried Employees

Salaried employees issued a pooled mobile phone may use their phone for personal business so long as the personal business does not cost the City of Cody any additional money for the minutes used. In addition, the City of Cody will not allow any roaming charges. All charges incurred for personal use shall be at the expense of the employee.

D. Misuse and Misconduct

1. Failure to cooperate with any portion of this policy, or the failure to produce documentation as requested relating to this policy and its procedures and is subject to discipline up to and including termination.

MEETING DATE: DECEMBER 4, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICE OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

2012 Homeland Security Grant Agreement

ACTION TO BE TAKEN:

Approve the 2012 Homeland Security Grant award in the amount of \$8,309.17 and authorize the Mayor to sign the agreement.

SUMMARY OF INFORMATION:

The Cody Police Department has been awarded the 2012 Federal Homeland Security Grant for Law Enforcement and Terrorism Prevention-oriented Activities in the amount of \$8,309.17.

Law Enforcement Terrorism Prevention-oriented Activities funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. Costs must fall under one of the state initiatives including WyoLink Interoperability, Community Resilience, Improvised Explosive Device Protection and Response, Critical Infrastructure Protection/Geospatial or Information Sharing.

FISCAL IMPACT

The City of Cody will receive up to \$8,309.17 through reimbursements for grant related expenses. There is no obligation to City for matching funds.

ALTERNATIVES

Not accept the award.

ATTACHMENTS

Grant agreement

AGENDA ITEM NO. _____



MATTHEW H. MEAD
Governor

THE STATE OF WYOMING

Office of Homeland Security

Telephone (307) 777-Home (4663)

Fax (307) 635-6017

5500 Bishop Boulevard, Cheyenne, Wyoming 82009

October 25, 2012

Chief Perry Rockvam
Cody Police Department
P.O. Box 2200
Cody, WY 82414

Dear Chief Rockvam,

I am pleased to forward to the Cody Police Department the grant award for the U.S. Department of Homeland Security (DHS) State Homeland Security Grant Program (SHGP), Law Enforcement Terrorism Prevention Activities (LETPA) grant for FFY 2012.

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. For FY 2012, the overall funding has been reduced by 45% from FY 2011. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

For FY 2012 the statewide initiatives are as follows:

1. WyoLink Interoperability
2. Community Resilience
3. Regional Emergency Response Teams (RERTs)
4. Improvised Explosive Device (IED) Protection and Response
5. Critical Infrastructure Protection/Geospatial
6. Information Sharing
7. Threat and Hazard Identification (THIRA)

All of your SHSP/LETPA expenditures must be applicable to the three priorities identified in the FY 2012 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://wyohomelandsecurity.state.wy.us/grants.aspx>.

However, as a subrecipient under the LETPA portion of the grant, you will not be applying expenses to initiatives 3 (RERTs) or 7 (THIRA). Subrecipient THIRAs will NOT be a requirement for the FY 2012 grants. The Wyoming Office of Homeland Security will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2012. This will meet the qualifications to receive Homeland Security grant funding for FY 2012.

I encourage you to thoroughly review the enclosed Grant Award Agreement (GAA), as many areas have changed for FY 2012. I especially encourage you to review the section regarding the requirements for projects needing an Environmental and Historic Preservation (EHP) Review:

*Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.*

Any concerns regarding our initiatives or the governmental requirements can be directed to your respective county coordinator. You may also contact Lynn Budd, (307) 777-4917, lynn.budd@wyo.gov, at the Wyoming Office of Homeland Security.

Sincerely,



Guy Cameron, Director

Enclosures: GAA, Point of Contact Form

CC: County Coordinator
City/Town Mayor

GC:lb



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: www.wyohomelandsecurity.state.wy.us

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2012, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Cody Police Department
Award Amount:	\$8,309.17
Award Period:	September 1, 2012 through May 31, 2014
CFDA #:	97.067
DHS Grant Code:	EMW-2012-SS-00151-S01
Project ID:	12-GPD-COD-LP-HLE12

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Cody Police Department**, who's mailing address is P.O. Box 2200, Cody, WY, 82414 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to subrecipients are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2012 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for the State Homeland Security Program (SHSP) and the *Consolidated Appropriations Act, 2012, Division D* (Public Law 112-74).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2012 through May 31, 2014. The total amount of this Grant is **\$8,309.17**.

5. **Federal Grant References:** The Fiscal Year 2012 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2012 HSGP Funding Opportunity announcement identifies three program specific priorities:
- Priority One: Implementation of Presidential Policy Directive 8 (PPD-8) and the Whole Community Approach to Security and Emergency Management
 - Completion of the Threat Hazard Identification and Risk Assessment (THIRA) on the State level
 - Develop and maintain viable all-hazards, all-threats emergency operations plans (EOPs) by engaging the whole community
 - Typing of equipment and training to facilitate the dispatch, deployment, and recovery of resources before, during and after an incident
 - Sustaining core capabilities within the National Preparedness Goal (NPG) that were funded by past HSGP funding cycles to include training personnel and lifecycle replacement of equipment
 - Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities. **Law Enforcement Terrorism Prevention-oriented Activities (LETPA)** funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. These activities include the following objectives:
 - Maturation of information sharing and analysis, target hardening, threat recognition, and terrorist interdiction
 - Implementation of the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
 - Implementation of the “If You See Something, Say Something” campaign
 - Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities to prevent radicalization to violence
 - Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk non-profit organizations
 - Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers
 - One of the Department of Homeland Security’s highest priorities in FY 2012 remains support for recognized State and major Urban Area fusion centers and the maturation of the Information Sharing Environment (ISE)
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$8,309.17 (eight thousand three hundred nine dollars and seventeen cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form and Expense Claim Form provided the expenditures comply with the FY2012 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

- a. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:
- (1) Subrecipient must be familiar with the 2012 HSGP objectives and priorities identified in the FY 2012 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.
 - (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2012 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2012 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
 - (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
 - (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
 - (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
 - (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of**

Homeland Security and administered by the Wyoming Office of Homeland Security.” Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
- (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
- (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
- (13) Subrecipient may only fund Investments that were included in the FY 2012 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2012 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
- (14) Subrecipient shall comply with all applicable “Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).” **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings

that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- e. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2012 State Initiatives:
 - (1) WyoLink Interoperability Initiative
 - (2) Community Resilience
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
 - (6) Information Sharing
 - (7) Wyoming Threat and Hazard Identification
- f. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:
 - (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
 - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this grant
 - (3) What equipment was purchased and what typed capability it supports Quarterly report forms are located on the Homeland Security website:
<http://wyohomelandsecurity.state.wy.us>

9. **Responsibilities of Homeland Security:**

- a. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.

- b. Homeland Security will pay Subrecipient as stated in paragraph 7. above.
- c. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- d. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- e. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. Special Provisions:

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent subrecipients use contractors or subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 I, which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA

and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- j. **Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or subawards under the award.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized

by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- r. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. Seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. Seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. Seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. Seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. Seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- v. **Technology Requirements:**
 - (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for

all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.

- (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security 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 Homeland Security to terminate this Grant to acquire similar services from another party.
- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page; which is attached and incorporation herein; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- j. **Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.

- k. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant 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.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
- p. **Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant 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 Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- t. **Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by

Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.

- 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 shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

THIS SPACE INTENTIONALLY LEFT BLANK

12. Signature: By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

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

HOMELAND SECURITY

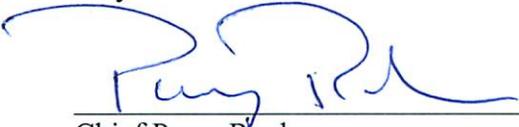
Guy Cameron, Director

Date

CODY

Ms. Nancy Tia Brown
Mayor

Date



Chief Perry Rockvam
Cody Police Department

11/7/12
Date

Attested by: City/Town Clerk

Date

Approved as to Form:

City/Town Attorney

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton, Senior Assistant Attorney General

10-26-12
Date

Attachments:
Point of Contact Information Form



Point-of-Contact Information Form:

Date Submitted:

Return to: Wyoming Office of Homeland Security
Attn: Lynn Budd
Fax: (307) 635-6017
E-mail: lynn.budd@wyo.gov
5500 Bishop Blvd
Cheyenne WY, 82002

Jurisdiction:							
Change from Previous:	Yes			No			
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff	Coroner
Name:							
Title:							
Address:							
Address:							
City:							
ZIP:							
E-Mail:							
Work Phone:							
Cell Phone:							
Fax:							

MEETING DATE: DECEMBER 4, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Local Government Liability Pool Ballot

ACTION TO BE TAKEN:

There are three LGLP Board positions that will be vacated on January 1, 2013. As a member of LGLP the City of Cody Council is allowed to vote for each open position.

The City may vote for no more than two candidates for the Municipal Elected Position and no more than one Special District Position to be elected to the LGLP Board. Based on reviews and information received, staff recommends Don Richards – Shoshone Municipal Pipeline, Greg James – City of Newcastle, and Bob Wood – Town of Dayton. All three individuals have prior experience on the LGLP board and have a substantial understanding of municipal issues.

SUMMARY OF INFORMATION:

The Local Government Liability Pool (LGLP) provides the City of Cody with liability insurance. The self-insurance account, known as the Local Government Liability Pool (LGLP) is an alternative to buying commercial liability insurance. LGLP is a method for local governments to pool their funds to handle and pay claims which they may be held legally liable for under the Wyoming Governmental Claims Act (GCA), under federal civil rights or other federal statutes, and under the laws of other jurisdictions. LGLP is governed by W.S. §1-42-201 through §1-42-207. LGLP provides the City of Cody with a \$250,000 per person/\$500,000 per occurrence limit for claims brought under the Wyoming Governmental Claims Act. LGLP provides \$1,500,000 per occurrence limit for covered claims brought under the federal civil rights laws and the laws of other jurisdictions. LGLP is governed by a seven member board in which the participants elect by official vote.

FISCAL IMPACT

None

ALTERNATIVES

N/A

ATTACHMENTS

1. LGLP ballot form

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

Local Government Liability Pool
PO Box 20700
Cheyenne WY 82003-7015

Official Ballot

In accordance with the Local Government Liability Pool Rules and Regulations, Chapter II, Section 1, board members shall be elected from the participating local governmental entities. Each participating entity shall be allowed one vote for each open position. The majority of the votes received by the Executive Director will constitute the successful elective.

There are three (3) board positions that will be vacated on January 1, 2013. The three (3) board positions vacant are two (2) municipal-elected positions and one (1) special district position. The following are the nominations received for the vacant positions.

- Municipal Elected Position (3-year term):

Vote For Not More Than Two (2) - Listed Alphabetically.

_____ Greg James – Mayor, City of Newcastle

Greg James - Greg has been nominated by the LGLP Board for re-election. Greg is currently a Vocational Instructor at the Wyoming Honor Conservation Camp, Wyoming Department of Corrections. Greg is currently serving on the WAM Public Safety Committee, the Weston County Prevention Task Force Board and the Prison Community Partnership Committee. Greg previously served as the Newcastle Clerk/Treasurer as well serving on the Newcastle City Council, Newcastle Area Chamber of Commerce, WAM-JPIC Board and the WAMCAT Board.

_____ Nancy Webber – City Council, City of Lander

Nancy Webber - Nancy has been nominated by the City of Lander. Nancy was appointed to the Lander City Council in 2001 and currently serves as the Council President. She has served on the Boards of both the Lander Chamber of Commerce and the Fremont County Weed and Pest Control District. During those terms she had the opportunity to be the Chamber President and the Weed and Pest Board Chairperson. Nancy currently serves as the President of the Wyoming Mosquito Management Association and the Secretary of the Wyoming Weed and Pest Council.

_____ Bob Wood – Mayor, Town of Dayton

Bob Wood - Bob has been nominated by the LGLP Board for re-election. Bob was appointed to the LGLP Board on January 1, 2005, and currently serves on the Board. Bob served on Dayton Town Council for 10 years and has been Mayor for the past 14 years. Bob has served on the WAM Board, WAM LTS Board, WAM Structure Committee and WAM 2009/2010 Legislative Leadership Committee.

- Special District Position (3-year term):

Vote For One (1).

_____ Don Richards – Shoshone Municipal Pipeline JPB

Don Richards - Don has been nominated by the LGLP board for re-election. Don was born in Montana, and has lived in Lovell for over 30 years. He has served as a member of the Shoshone Municipal Pipeline board since 1991 and on the LGLP Board since 1994. He also served as the Town Manager for the Town of Lovell from 1991 to 2001.

Name of entity submitting Ballot: _____

Name of person submitting Ballot: _____

Signature of person submitting Ballot: _____

Ballots are due back in this office no later than December 15, 2012 @ 5:00 P.M. We will not accept faxed or emailed copies.

MEETING DATE:	DEC 4, 2012
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	JOLENE OSBORNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT **Professional Tree Trimming Services Contract**

BACKGROUND

Staff requests the Council authorize the Mayor to sign the attached Professional Tree Trimming Services Contract with Big Horn Horticultural Services.

On October 30, 2012 the City of Cody issued a Request for Services for Professional Tree Trimming Services and invited all of the local firms to submit a quote. The City received only one quote. The 2011-2012 contract was issued to Big Horn Horticulture as they were the only firm to submit a quote by the stated deadline last year. Big Horn Horticulture also received the 2010-2011 contract as they were the low bidder out of the three submitted quotes.

On November 26, 2012 a letter was sent notifying Big Horn Horticultural Services of their successful quote and requesting a contract for services. The attached contract is a result of that notice.

SUMMARY

The City requires Professional Tree Trimming Services every year to assist with tree trimming within alleys, rights-of-ways and along electrical lines. This year, a request for proposal was prepared and issued to all of the local firms. The city received one quote which was submitted by Big Horn Horticultural Services. Staff requests the Council authorize the Mayor to sign the attached Professional Tree Trimming Services Contract with Big Horn Horticultural Services.

FISCAL IMPACT

The contract indicates that Big Horn Horticultural Services will complete Aerial Trimming and Removal for \$125/Hr, Stump Grinding for \$90/Hr, Ground Trimming and Removal for \$100/Hr. Emergency Work as defined by the contract will be charged at \$175/Hr. Please note that this is an increase from last year of \$10/Hr for Ground Trimming and Removal.

ALTERNATIVES

1. Deny the request to authorize the Mayor to sign the attached Professional Tree Trimming Services Contract with Big Horn Horticultural Services.
2. Approve the request to authorize the Mayor to sign the attached Professional Tree Trimming Services Contract with Big Horn Horticultural Services.

RECOMMENDATION

Staff recommends that the Council authorize the Mayor to sign the attached Professional Tree Trimming Services Contract with Big Horn Horticultural Services.

ATTACHMENTS

1. Professional Tree Trimming Services Contract

AGENDA ITEM NO. _____



Big Horn Horticultural Services, Inc.

P.O. Box 2422
2831 Chopper Lane
Cody, WY 82414
Phone: 587-9726 Fax: 587-3949

Professional Tree Trimming Services Contract

This contract is an agreement between Big Horn Horticultural Services, herein referred to as the contractor, and the City of Cody, herein after referred to as the client. Contractor and client detailed in the following specifications. A work order will be supplied to the client each time work is done. All work to be completed by the contractor will commence only after receiving a City of Cody Work Order. The contractor will sign and date the Work Order at the completion of the work and note any challenges. The client agrees to pay the charges specified herein.

Tree Trimming Services

- A. **Aerial trimming and removal:** For all scheduled work, contractor will supply aerial bucket truck, chipper, wood removal, certified arborist, ground man, all additional equipment and safety equipment to perform the job. The agreed upon rate will be \$125.00 per hour, plus any fees incurred for disposal of wood products.
- B. **Ground Trimming and Removal:** For all scheduled work contractor will supply a two man crew, chipper, wood removal, all necessary equipment and safety equipment to perform the job. The agreed upon rate will be \$100.00 per hour, plus any fees incurred for disposal of wood products.
- C. **Stump Grinding:** For all scheduled work contractor will supply a two man crew, stump grinder, chip removal, all necessary equipment and safety equipment to perform the job. The agreed upon rate will be \$90.00 per hour, plus any fees incurred for disposal of wood products.
- D. **Emergency Work:** Work will be considered emergency work; 1.) If work is not scheduled by the client with contractor at least five days in advance of work needing to be done. 2.) If client requires work to be done during holidays, weekends, or non business hours. Emergency work will be charged at agreed upon rate of \$175.00 per hour, plus any fees incurred for disposal of wood products.

Insurance, Licenses, Permits, Liabilities:

- A. The contractor will carry liability amounts and workmen's compensation coverage on his operators and employees and require same of any sub-contractors and provide proof of it to the client. The contractor is responsible for obtaining any licenses and/or permits required by law for activities on client's property.

Property Description, Length of Contract and Conditions:

- A. This contract is for tree trimming services for property located and described as The City of Cody (Water, Electrical, Street and Parks Departments)
- B. The term of the contract is for 1 year beginning 11/5/2012 and ending 11/5/2013. Client or contractor can cancel this contract at any time by giving thirty (30) day written notice.
- C. The client will receive an invoice at the end of the month and payment is due within 30 days from the date of the invoice.

I have read fully the above terms and conditions and agree to be bound by them.

In witness whereof, the parties to this contract have signed and executed it as indicated.

Client

Date

Contractor

Date

MEETING DATE: DECEMBER 4, 2012
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: PAUL MILLS, CONSULTANT

Adoption of Downtown Area Improvement Plan

ACTION TO BE TAKEN:

Approve adoption of the downtown improvement plan prepared by Russell+Mills Studios to include the areas of Sheridan, Beck and Rumsey Avenues from 8th - 17th Streets, and adopts the plan as a guiding principle when considering improvements and seeking outside funding for enhancements to these areas, all of which would be presented to Council for prior approval.

SUMMARY OF INFORMATION:

Request a motion to adopt the improvement plan for the downtown area containing Sheridan, Beck, and Rumsey Avenues, and the cross streets of 8th-17th between Beck and Rumsey Avenues. Adopting the master plan provides guiding principles when considering improvements and seeking outside funding for enhancements to Sheridan, Beck, and Rumsey Avenues; and 8th-17th cross streets. Planning, development, or implementation using City resources will be presented to City Council for prior approval.

The plan will be referenced as an element of the City Comprehensive (master) Plan. Analysis and resolution of City truck routes is required as part of the implementation of improvements in the area described within the improvement plan.

The City Council appointed a 13 member steering committee to discuss and recommend a final plan for City Council adoption. Their marching orders were to create an accessible, people focused place for all visitors and residents to meet, shop, eat, congregate, rest, learn, listen and enjoy being in downtown Cody. To create a streetscape that is safe for pedestrians and vehicles, where people can enjoy being downtown. To create a streetscape that celebrates Cody and helps facilitate local businesses success by encouraging people to stay downtown longer and enjoy the amenities.

This plan can be broken down into components based on city blocks, downtown sections, or by features such as the wayfinding signage component. Colored renditions presented in the document are not final. Details need to be worked out in the construction document development stage of the planning project. The original project required plans that go to the categorical exclusion level. After discussing the timing of implementation and availability of non-city funding, WY-DOT agreed to remove this requirement from their grant award. There will be a savings of \$5,000 (\$1,000 City money.)

AGENDA ITEM NO. _____

FISCAL IMPACT

Total estimated implementation/construction cost is \$5.85m. City portion is based on success for securing future grants. Possibly 80/20 or 90/10 split with State and Federal funding. This project improves 20% of existing concrete surfaces using present infrastructure to its fullest potential and useful life.

There is overwhelming evidence that capital investments of streetscape improvements improve the economic viability of downtowns and increase tax base. Findings from other Main Street Programs show a 105% (more than double) increase in sales, 167% increase in property values, a decline in store vacancies by 76%, and increase in rental income of 71%. (pg. 6)

ALTERNATIVES

1. Adopt the plan as presented (Recommended)
2. Adopt the plan with changes and send it back to the steering committee and consultant for modifications.
3. Do not adopt the plan

ATTACHMENTS

1. Sheridan Ave. Streetscape Master Plan, July 2012 (Available upon Request at City Hall)

AGENDA & SUMMARY REPORT TO:

MEETING DATE: DECEMBER 4, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICE OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for Transfer of Ownership of a Retail Liquor License

ACTION TO BE TAKEN:

Approve the transfer of ownership of a retail liquor license from Red Eagle Oil Inc. to Good 2 Go Stores LLC contingent upon the sale of the business.

SUMMARY OF INFORMATION:

Good 2 Go Stores LLC dba Good 2 Go Stores has applied to transfer ownership of the retail liquor license held by Red Eagle Oil Inc at 221 Yellowstone Ave, Cody. Good 2 Go Stores currently operates several facilities in Wyoming and Montana and will offer standard convenience store/gas station products.

FISCAL IMPACT

The City will receive a \$100 transfer fee if the transfer is approved.

ALTERNATIVES

Deny the request

ATTACHMENTS

Transfer application and required attachments
Business plan

AGENDA & SUMMARY REPORT TO:

Brad Hinze 899-2012

AGENDA ITEM NO. _____

**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: 11 / 1 / 2012

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	\$ _____
Total License Fee Collected:	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>240.00</u>	\$ _____

Required Attachments Received: Yes

Advertising Dates(4): 11/12, 11/19, 11/24, 12/3

Hearing Date: 12 / 4 / 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 5th Street
Cheyenne WY 82002-0110

Formerly Held by: Red Eagle Oil

Applicant: Good 2 Go Stores, LLC

Trade Name (dba): Good 2 Go Stores

Premise Address: 217-221 Yellowstone Ave.
Number & Street
Cody WY 82414 Park
City State Zip County

Mailing Address: P.O. Box 50620
Number & Street or P.O. Box
Idaho Falls ID 83405
City State Zip

Business Telephone Number: 208 523-10582

Fax Number: 208 528-8929

E-Mail Address: lhall@good2goStores.net

For the license term: 12 04 2012
Month Day Year

Through: 7 31 2013
Month Day Year

FILING FOR <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input checked="" type="checkbox"/> combination on/off premise <input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL	To Assist the Liquor Division with scheduling inspections: DO YOU OPERATE? <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) <u>Sunday - Saturday</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>8am - 12 midnight</u>
FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF <u>Cody</u> <input type="checkbox"/> COUNTY OF _____	<input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)	
FILING AS (CHOOSE ONLY ONE) <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	<input checked="" type="checkbox"/> LLC <input type="checkbox"/> LLP	

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)

30'x 30' room on east side of building

(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:

lot 70K, Grandview estates

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 11-6-2022 located on page 2 paragraph 3 of lease document.

(B) Provision for SALE of alcoholic or malt beverages located on page 3 paragraph 5.1 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)
If "YES", explain: YES NO

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"/>

(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 type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Bret H. Hall				20	50	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Andrea Hall				20	50	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

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

OATH OR VERIFICATION

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

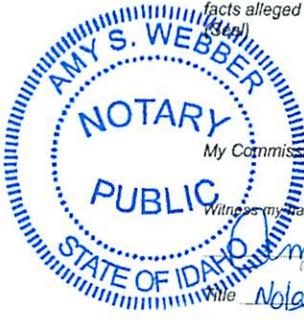
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF IDAHO)
~~WYOMING~~)
COUNTY OF Bonneville) SS.

Before Me, Amy S Webber (specify) a Notary Public, Officer authorized to administer oaths in and for Bonneville County, State of IDAHO, personally appeared

Brad H. Hall; Andrea P Hall name he/she being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

1. [Signature]
2. Andrea P. Hall
3.
4.



My Commission expires: 9-30-2014

Witness my hand and official seal:
Amy S Webber
(Notary Public or other officer authorized to administer oaths)
Title Notary

Dated: October 9, 2012

REQUIRED ATTACHMENTS:

- (1) Attach any lease agreements W.S. 12-4-103(a)(iii).
- (2) If building is not in existence, an architect's drawing or suitable plans of the room and premises to be licensed must be attached W.S. 12-4-102(a)(i).
- (3) A statement indicating the financial condition and financial stability of new applicant W.S. 12-4-102(a)(v).
- (4) Restaurant or Bar and Grill Liquor License Applications must attach a copy of their **CURRENT** and valid food service permit W.S. 12-4-407(a) or W.S.12-4-413(a).
- (5) Include a drawing of the dispensing room. W.S. 12-5-201(a).
- (6) Check or bank draft as payment for the application and for publishing the notice of application. W.S. 12-4-104(a). Direct billing is permissible.
- (7) If transfer, a form of assignment from current licensee, allowing transfer W.S. 12-4-601(b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

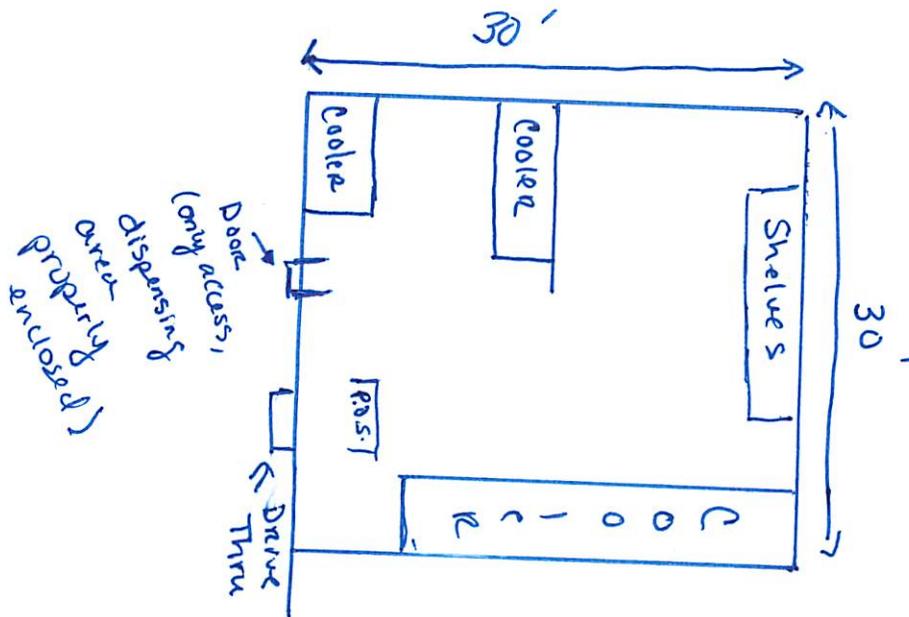
When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

HEARING REQUIREMENTS W.S. 12-4-104(b):

Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (iii) The number, type and location of existing licenses or permits meets the needs of the vicinity under consideration;
- (iv) The desires of the residents of the county, city or town will no be met or satisfied by the issuance, renewal or transfer of the license or permit; or
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Accl.:		



November 15, 2012

Via Hand Delivery

Sarah
City of Cody

Re: Liquor License Transfer Application of Good 2 Go Stores, LLC for
Red Eagle License No. 407
221 Yellowstone Avenue, Cody, WY

Dear Sarah,

In response to the Liquor Division's stated discrepancies:

1. A revised drawing of the dispensing room is attached. The dispensing room is actually 30 feet by 30 feet.
2. There are several buildings on the property and each has an address. The address for the dispensing room is 221 Yellowstone Avenue, Cody, WY 82414.
3. The local mailing address for Good 2 Go Stores, LLC is c/o Bobbie Hinze, 221 Yellowstone Avenue, Cody, WY and the telephone number is (307) 527-5391.
4. The Assignment previously attached to the Application will be executed at closing. A letter from Red Eagle Oil approving this assignment is attached.

If there are any further questions or concerns regarding the foregoing or if further information is required, please do not hesitate to contact me.

Sincerely,



M. COLE BORMUTH

enc.

cc: Good to Go Stores, LLC

MCB/cm
x:\transactional\e-k\hall, brad\city of cody letter 2 re liquor license transfer application.doc

LEASE AGREEMENT

Location Address: 217-221 Yellowstone Ave., Cody, WY 8214

This Lease Agreement is by and between

#2 Cody Wyoming Property, LLC
an Idaho limited liability company

as Landlord,

and

Good 2 Go Stores, LLC
an Idaho limited liability company

as Tenant.

CONVENIENCE STORE LEASE

SUMMARY OF BASIC LEASE INFORMATION

The parties hereto agree to the following terms of this Summary of Basic Lease Information (the "Summary"). This Summary is hereby incorporated into and made a part of the attached Convenience Store Lease (this Summary and the Convenience Store Lease to be known collectively as the "Lease") which pertains to the convenience store located at 217-221 Yellowstone Ave., Cody, WY 87214 . Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

<u>TERMS OF LEASE</u>	<u>DESCRIPTION</u>
1. Date:	October 9, 2012
2. Landlord:	#2 Cody Wyoming Property, LLC an Idaho limited liability company
3. Address of Landlord:	P.O. Box 50620 Idaho Falls, ID 83405
4. Tenant:	Good 2 Go Stores, LLC, an Idaho limited liability company
5. Address of Tenant:	280 South Holmes Idaho Falls, ID 83401 Attention: [PLEASE PROVIDE] (Prior to Lease Commencement Date) And _____ Attention: [PLEASE PROVIDE] (After Lease Commencement Date)
6. Premises:	See Exhibit "A" attached hereto.
7. Term:	
7.1 Lease Term:	10 years, the equivalent of (120) months. If the Lease

Commencement Date occurs on a day other than the first day of the month, then the foregoing time period shall be measured from the first day of the following month.

7.2 Lease Commencement Date:

The earlier of (i) the date Tenant commences business in the Premises, or (ii) the date the Tenant Improvements are substantially completed, which Lease Commencement Date is anticipated to be November 6, 2012. Tenant Improvements, if any, are described on Exhibit "B" attached hereto.

8. Base Rent:

<u>Lease Month</u>	<u>Monthly Installment of Base Rent</u>
1 – 120	\$6,500.00

9. Additional Rent:

This is a true NNN lease. Tenant shall be responsible for Base Rent and Additional Rent which shall include all Operating Expenses, Insurance Expenses, Utility Expenses and Tax Expenses associated with the Premises and use thereof.

10. Prepaid Base Rent:

\$6,500.00 for the first (1st) full month of the Lease Term.

11. Security Deposit:

NA

CONVENIENCE STORE LEASE

This Convenience Store Lease, which includes the preceding Summary of Basic Lease Information (the "Summary") attached hereto and incorporated herein by this reference (the Convenience Store Lease and Summary to be known sometimes collectively hereafter as the "Lease"), dated as of the date set forth in Section 1 of the Summary, is made by and between #2 Cody Wyoming Property, LLC, an Idaho limited liability company ("Landlord"), and Good 2 Go Stores, LLC, an Idaho limited liability company ("Tenant").

1. REAL PROPERTY, BUILDING AND PREMISES

1.1 Real Property, Building and Premises. Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises, including all improvements located thereon, described on Exhibit "A" ("Premises"). Tenant is hereby granted the right to the nonexclusive use of the Premises. Landlord reserves the right to make alterations or additions to or to change the location of elements of the real property associated with the Premises.

1.2 Condition of the Premises. Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty (express or implied) regarding (i) the condition of the Premises (ii) the suitability or fitness of the Premises for the conduct of Tenant's business. Any existing leasehold improvements in the Premises as of the date of this Lease shall be at the expense of the Tenant.

2. LEASE TERM

The terms and provisions of this Lease shall be effective as of the date of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the "Lease Term") shall be for the period of time set forth in Section 7.1 of the Summary and shall commence on the date (the "Lease Commencement Date") set forth in Section 7.2 of the Summary and shall terminate upon the expiration of the Lease Term. For purposes of this Lease, the term "Lease Year" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that if the Lease Commencement Date is not the first day of the month, then the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the twelfth month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the last day of the Lease Term (for example, if the Lease Commencement Date is April 15, the first Lease Year will be April 15 through April 30 of the following year, and each succeeding Lease Year will be May 1 through April 30).

3. BASE RENT

Tenant shall pay, without notice or demand, to Landlord, monthly installments of base rent ("Base Rent") as set forth in Section 8 of the Summary, in advance on or before the first day of each and every month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease. If any rental or other payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental or other payment is for a period which is shorter than one month, then the rental or other payment for any such fractional month shall be a proportionate amount of a full calendar month's rental or other payment based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. Payment of Base Rent shall be made by ACH

initiated by Landlord or its designee. Tenant shall be notified not less than one (1) day prior of ACH occurring via a draft notice.

4. ADDITIONAL RENT

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay as additional rent all Operating Expenses, Insurance Expenses, Utility Expenses and Tax Expenses associated with the Premises and use thereof. Such additional rent, together with any and all other amounts payable by Tenant shall be the sole responsibility of the Tenant and shall be hereinafter collectively referred to as the "Additional Rent." Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.1.1 Landscaping Expense. Landlord shall be responsible for the arrangement of all landscaping expenses for the Premises. Landlord's costs associated with the landscaping of the property shall be reimbursed by Tenant and shall be paid in the same manner as the Base Rent, described in Article 3.

4.1.2 Property Taxes. Landlord shall invoice Tenant the full amount of property taxes. Upon receipt of such invoice, Tenant shall be responsible to pay the amount invoiced in their next scheduled rent payment.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "Insurance Expenses" shall mean the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagee or the lessor of any underlying or ground lease affecting the Premises, including any deductibles thereunder. Landlord shall be responsible for providing Property Insurance for the Premises. Landlord's costs associated with such Property Insurance Expense shall be reimbursed by Tenant to Landlord and shall be paid in the same manner as the Base Rent. Tenant shall be required to carry its own Business Insurance in such amounts as Landlord may reasonably determine. Tenant shall provide proof of Business Insurance to Landlord.

4.2.2 "Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which accrue during the term of this Lease because of or in connection with the ownership, management, maintenance, repair, restoration or operation of the Premises (other than Insurance Expenses, Tax Expenses and Utility Expenses), and the cost of any capital improvements or other costs (A) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Premises, (B) made to the Premises after the Lease Commencement Date that are required under any governmental law or regulation or (C) for the refurbishment or replacement of improvements or amenities to the Premises or to improve or enhance security at the Premises; provided, however, that if any such cost described in (A), (B) or (C) above is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine.

4.2.3 "Tax Expenses" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts, transaction privilege or any sales taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery,

equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Premises), which accrues during the term of this Lease because of or in connection with the ownership, leasing and operation of the Premises or Landlord's interest therein.

4.2.4 "Utility Expenses" shall mean the cost of supplying all utilities to the Premises, including utilities for the heating, ventilation and air conditioning system for the Premises.

5. USE OF PREMISES

5.1 Permitted Use. Tenant shall use the Premises solely for general convenience store purposes, including the sale of alcoholic and malt beverages, consistent with the character of the Premises, and Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever.

5.2 Prohibited Uses. Tenant further covenants and agrees that it shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the "Permitted Use," listed in Section 5.1 of this Lease.

5.3 Compliance With Laws. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all such governmental measures. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations.

5.4 Tenant's Security Responsibilities. Tenant shall (1) lock the doors to the Premises and take other reasonable steps to secure the Premises and the personal property of Tenant and any of Tenant's transferees, contractors or licensees in and around the Premises, from unlawful intrusion, theft, fire and other hazards; (2) keep and maintain in good working order all security and safety devices installed in the Premises by or for the benefit of Tenant (such as locks, smoke detectors and burglar alarms); and (3) reasonably cooperate with Landlord on Premises safety matters. Tenant acknowledges that (i) any security or safety measures employed by Landlord are for the protection of Landlord's own interests; (ii) Landlord is not a guarantor of the security or safety of the Tenant Parties or their property; (iii) such security and safety matters are the responsibility of Tenant and local law enforcement authorities; and (iv) in no event shall Landlord be liable for damages, losses, claims, injury to persons or property or causes of action arising out of any theft, burglary, trespass or other entry into the Premises.

6. REPAIRS & MAINTENANCE

6.1 Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord's costs or expenses, including Landlord's overhead, arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Tenant hereby waives and releases its right to make repairs at Landlord's expense and/or terminate this Lease or vacate the Premises under any state law, statute, or ordinance now or hereafter in effect.

6.2 Tenant shall keep the interior and exterior of the Premises, including parking areas, sidewalks and walkways, and surrounding property clean, well maintained and properly lighted and free of accumulations

of dirt, paper and trash. Landlord shall have the absolute right, but not be obligated, to cause Tenant to clean up and remove garbage and other similar items from the Premises. Any costs associated with Landlord's action in curing such maintenance shall be at Tenant's sole cost. Tenant shall, at Tenant's own expense, keep all car wash's in operational and in good working order.

7. ADDITIONS AND ALTERATIONS

7.1 Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises (including, but not limited to, any improvements, alterations, additions or changes that Tenant is required to make pursuant to a term of this Lease) (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord. The construction of the initial improvements to the Premises, if any, shall be governed by the terms of Section 1.2 above and not the terms of this Article 7.

7.2 Manner of Construction. Tenant shall have obtained Landlord's approval of all plans, specifications, drawings, contractors and subcontractors prior to the commencement of Tenant's construction of the Alterations; provided, however, a contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable laws and pursuant to a valid building permit, issued by the appropriate governmental authorities, in conformance with Landlord's construction rules and regulations and in a diligent, good and workmanlike manner. If such Alterations trigger a legal requirement upon Landlord to make any Alterations or improvements to the Premises, Tenant shall, as Additional Rent, shall be responsible for the cost thereof. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion (or equivalent) to be posted (if applicable) and recorded in the office of the Recorder of the County in which the Premises is located in accordance with all applicable state statutes, and Tenant shall deliver to the Landlord, a reproducible copy of the "as built" drawings of the Alterations.

7.3 Landlord's Property. All Alterations and fixtures which may be made, installed or placed in or about the Premises from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord; however, Landlord may, by written notice to Tenant prior to the end of the Lease Term, or given upon any earlier termination of this Lease, require Tenant at Tenant's expense to remove any such Alterations or fixtures and repair any damage to the Premises caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Tenant Improvements or fixtures, Landlord may do so and may charge the cost thereof to Tenant. This Section 7.3 shall survive the expiration or earlier termination of this Lease.

7.4 Landlord's Liability for Alterations. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable laws or will be adequate for Tenant's

use. Tenant acknowledges that Landlord is not an architect or engineer, and that the Alterations will be designed and/or constructed using independent architects, engineers, and contractors. Accordingly, Landlord does not guarantee or warrant that the applicable construction documents will comply with laws or be free from errors or omissions, or that the Alterations will be free from defects, and Landlord will have no liability therefore.

8. COVENANT AGAINST LIENS

Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against all or any portion of the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises (including, but not limited to, for any Alterations that were required by this Lease and/or approved by Landlord pursuant to Section 7.1), and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within ten (10) days after the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

9. INDEMNITY AND INSURANCE

9.1 Indemnification and Waiver. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and Landlord's partners, officers, directors, employees, agents, successors and assigns (collectively, "Landlord Indemnified Parties") harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including reasonable attorneys' fees and court costs (collectively, "Indemnified Claims"), arising or resulting from (a) any negligent or willful act or omission of Tenant or any of Tenant's agents, employees, contractors, subcontractors, assignees, invitees or licensees in or about the Premises (collectively, "Tenant Parties"); (b) any occurrence within the Premises unless solely caused by the gross negligence or willful misconduct of Landlord; and/or (c) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises, from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. The provisions of this Section 9.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

9.2 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.

9.2.1 Commercial general liability (CGL) and, if necessary, commercial umbrella insurance, on an occurrence basis, with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract and the performance by Tenant of the indemnity agreements set forth in this Lease. Landlord shall be included as an insured under the CGL policy, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of

the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

9.2.2 Commercial property insurance covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, and (ii) the Tenant Improvements and Alterations. Such insurance shall cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall include coverage for vandalism and malicious mischief, terrorism coverage for both certified and non-certified acts of terrorism, water damage, sprinkler leakage coverage, boiler and machinery (systems breakdown) and earthquake sprinkler leakage coverage. The amount insured shall equal the full replacement cost value new without deduction for depreciation of the covered items. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors or agents. Landlord and Tenant hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the Premises, tenant improvements (including Tenant Improvements) and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance required above. If the commercial property insurance purchased by Tenant as required above does not allow the insured to waive rights of recovery against others prior to loss, Tenant shall cause them to be endorsed with a waiver of subrogation as required above.

9.2.3 Business income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils. In no event shall Landlord be liable for any business interruption or consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its agents, employees, directors' officers or contractors.

9.2.4 Worker's compensation insurance providing statutory benefits to Tenant's employees, employer's liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Tenant waives all rights against Landlord and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability obtained by Tenant. Tenant shall obtain an endorsement to effect this waiver.

9.2.5 Tenant shall be required to maintain and participate in available insurance coverage or limitation of liability by any applicable state or federal law or program dealing with or insurance protecting against damages from accidental discharges of petroleum from underground or above ground storage tanks and all connected piping and pumping systems. Tenant shall be required to maintain and keep current all Underground Storage Tank Fees (UST Fees) and any available state or federal annual fees associated with keeping and insuring underground or above ground storage tanks.

9.3 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease and Landlord makes no representation or guaranty that the insurance required under this Lease shall be sufficient or adequate to protect Tenant. All insurance shall (i) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Premises resides; and (ii) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and the other additional insureds thereunder designated by Landlord. In addition, the insurance described in Section 9.2.1 above shall (a) name Landlord, any mortgage holder and any other party specified by Landlord, as an additional insured; (b) specifically cover the liability assumed by Tenant under this Lease including, but not limited to, Tenant's obligations under Section 9.1 of this Lease; (c) be primary insurance as to all claims thereunder and provide that any insurance required by Landlord is excess and is non-contributing with any insurance requirement of Tenant; and (d) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord. The insurance described in Section 9.2.2 shall name Landlord and any other party specified by Landlord as loss-payee as to all items referred to in clause (ii) of Section 9.2.2 and the insurance described in Sections 9.2.3, 9.2.4 and 9.2.5 shall have deductibles reasonably acceptable to Landlord. Tenant shall deliver all policies or certificates thereof to Landlord on or before Landlord's delivery of the Premises to Tenant or the Lease Commencement Date, whichever first occurs, and at least thirty (30) days before the expiration dates thereof. All certificates shall provide that such insurance will not be cancelled (or materially changed) without at least thirty (30) days' prior written notice (ten (10) days for nonpayment of premiums) to Landlord. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may deny Tenant the right to occupy the Premises until such time as Tenant makes such deliveries (which denial shall have no effect upon the Lease Commencement Date) and/or procure such policies for the account of Tenant, and at the cost of Tenant.

9.4 Tenant's Compliance with Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies, then such increase shall be at Tenant's sole cost.

9.5 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage, worker's compensation insurance and loss of income and extra expense insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insurable under the property damage or loss of income and extra expense insurance required to be maintained hereunder (this waiver extends to deductibles under such insurance).

10. DAMAGE AND DESTRUCTION

10.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises is damaged by fire or other casualty, Tenant, at its own cost and expense, shall promptly and diligently, subject to reasonable delays for

insurance adjustment or other matters beyond Tenant's reasonable control, and subject to all other terms of this Article 10, restore the Premises to substantially the same condition as existed prior to the casualty, except for modifications required by law, the holder of a mortgage on all or any portion of the Premises the lessor of a ground or underlying lease, or any other modifications to the Premises deemed desirable by Landlord. All insurance funds payable to Landlord and Tenant will be used by Tenant for the rebuilding, restoration and repair of the Premises. Tenant appoints Landlord as its agent to collect all insurance proceeds and to arrange for and supervise the restoration of the Premises as quickly as possible. Tenant shall use insurance proceeds to first restore the Premises and if funds remain, shall use the additional funds to restore the Tenant improvements. Rents shall not abate during the repair period. It is Tenant's responsibility to obtain adequate business interruption insurance to protect itself from the risk of paying rent while the Premises may not be useable. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from damage resulting from fire or other casualty or Landlord's repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises

10.2 Landlord's Option to Repair. Notwithstanding the terms of Section 10.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date Landlord learns of the necessity for repairs as the result of damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Premises shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date Landlord learns of the necessity for repairs as the result of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on all or any portion of the Premises or ground or underlying lessor with respect to the Premises shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies; or (iv) such damage occurs during the last twenty-four (24) months of the Lease Term.

10.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 10, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises and any statute, regulation or case law of the State of Idaho with respect to termination rights arising from damage or destruction shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

11. NONWAIVER

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by Landlord of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and then only for the time and in the manner specifically stated in such waiver. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term.

12. CONDEMNATION

If the whole or any part of the Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall

be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. Landlord shall be entitled to receive the entire award or payment in connection with such taking.

13. ASSIGNMENT AND SUBLETTING

Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign or otherwise transfer this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees. Regardless of any such assignment or sublease that is permitted by Landlord, Tenant shall remain primarily liable for the payment of the Base Rent and Additional Rent and for the performance of all the other terms of this Lease required to be performed by Tenant. Landlord may assign or transfer all or any portion of its interest in this Lease or the Premises in its sole discretion.

14. SURRENDER OF PREMISES AND REMOVAL OF TENANT'S PROPERTY

No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall remove from the Premises all debris and rubbish, such items of furniture, equipment, and cabling installed by or at the request of Tenant that is not contained in protective conduit or metal raceway, other articles of personal property owned by Tenant and any property Landlord requires Tenant to remove. Tenant shall repair at its own expense all damage to the Premises resulting from such removal. To the fullest extent permitted by applicable law, any unused portion of Tenant's Security Deposit may be applied to offset Landlord's costs set forth in the preceding sentence. In addition, if Tenant fails to remove Tenant's personal property from the Premises within 30 days after written notice, Landlord may (but shall not be obligated to) deem all or any part of Tenant's personal property to be abandoned, and title to Tenant's personal property shall be deemed to be immediately vested in Landlord with no obligation on the part of Landlord to compensate Tenant for such property.

15. HOLDING OVER

If Tenant holds over after the expiration of the Lease Term hereof, with or without the consent of Landlord, such tenancy shall be from month-to-month only, and Base Rent shall be payable at a monthly rate equal to 150% of the agreed upon Base Rent most recently in effect. Additional Rent responsibilities shall be as described in Section 4.1 of this Lease and due for the period immediately preceding the holdover. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Such holdover shall not constitute a renewal or extension of the Lease Term and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the

expiration or other termination of this Lease. The provisions of this Article 15 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

16. ESTOPPEL CERTIFICATES

Within ten (10) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, in such form as may be required by Landlord or any prospective mortgagee or purchaser of the Premises, indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested.

17. SUBORDINATION

This Lease is subject and subordinate to all present and future ground or underlying leases of the Premises and to the lien of any mortgages or trust deeds, now or hereafter in force against the Premises, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees to attorn, without any deductions or set-offs whatsoever, to the lender or holder of any mortgage or trust deed upon any foreclosure, to the purchaser upon any foreclosure sale, or to the lessor of a ground or underlying lease upon the termination thereof, as the case may be, if so requested to do so by such lender, purchaser or lessor, and to recognize such lender, purchaser or lessor as the lessor under this Lease. Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm such attornment and/or the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases.

18. DEFAULTS; REMEDIES

18.1 Tenant Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

18.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due;

18.1.2 Any failure by Tenant (other than a failure pursuant to Section 18.1.1 or 18.1.5) to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided however, that if the nature of such default is such that the same cannot reasonably be cured within a fifteen (15)-day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default as soon as possible;

18.1.3 Any failure by Tenant to purchase fuel from any source other than Brad Hall & Associates, Inc., unless authorized by Landlord in writing (such consent will not be unreasonably withheld, but shall only be granted in the event Tenant dispenses fuel from its own equipment (including tanks and pumps) and continues to sell a representative amount of fuel purchased from Brad Hall & Associates, Inc.);

18.1.4 Any failure of Tenant's participation in a credit card program authorized by Landlord and which shall allow Tenant's credit card transactions to be automatically deposited into a bank account designated by Landlord;

18.1.5 The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the insolvency of Tenant or any guarantor of this Lease or the inability of Tenant or any guarantor of this Lease to pay its debts when due, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days;

18.1.6 The failure of Tenant to execute any documents referenced in Article 16 or 17 within the time periods set forth in those Articles;

18.1.7 The merger or consolidation of Tenant without prior written consent of Landlord;

18.1.8 The failure of Tenant's ability to obtain and maintain available insurance coverage or limitation of liability provided by any applicable state or federal law or program dealing with or insurance protecting against damages from accidental discharges of petroleum from underground or above ground storage tanks and all connected piping and pumping systems as required under Section 9.2.5 Tenants Insurance; or

18.1.9 The failure of Tenant to obtain (through the completion of a credit application) and maintain credit with Brad Hall & Associates, Inc.

Any notice required under this Section 18.1 shall be in lieu of, and not in addition to, any notice required under current or future Idaho statutes.

18.2 Landlord Default. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord under this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice to Landlord (and any mortgagee of whom Tenant has been notified) from Tenant specifying in detail Landlord's failure to perform; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Tenant agrees that, prior to commencing a legal action against Landlord for failure to cure such default as provided in the preceding sentence, any mortgagee which received notice of such default shall have an additional thirty (30) days to cure such default (unless such cure would take longer and such mortgagee has commenced such cure within said thirty (30) day period). Upon any such uncured default by Landlord and any mortgagee which received notice of such default, Tenant may exercise any of its rights provided in law or at equity; provided, however: (a) Tenant shall have no right to offset or abate rent in the event of any default by Landlord under this Lease, except to the extent offset rights are specifically provided to Tenant in this Lease; (b) Tenant shall have no right to terminate this Lease; (c) Tenant's rights and remedies hereunder shall be limited to the extent (i) Tenant has expressly waived in this Lease any of such rights or remedies and/or (ii) this Lease otherwise expressly limits Tenant's rights or remedies; and (d) Landlord will not be liable for any consequential damages.

19. LANDLORD REMEDIES

19.1 Landlord's Remedies. Upon any default, Landlord shall have the right without notice or demand (except as provided in Article 18) to pursue any of its rights and remedies at law or in equity, including, without limitation, any one or more of the following remedies:

19.1.1 Without terminating this Lease, re-enter and take possession of the Premises;

19.1.2 Without terminating this Lease, Landlord may relet the Premises as Landlord may see fit without thereby voiding or terminating this Lease, and for the purposes of such reletting, Landlord is authorized, at Tenant's expense, to make such repairs, redecorating, refurbishments or improvements to the Premises as may be necessary in the reasonable opinion of Landlord;

19.1.3 Terminate this Lease;

19.1.4 Remove and store, at Tenant's expense, all the property in the Premises using such lawful force as may be necessary;

19.1.5 Cure such event of default for Tenant at Tenant's expense;

19.1.6 Withhold or suspend payment of sums Landlord would otherwise be obligated to pay to Tenant under this Lease or any other agreement;

19.1.7 Require all future payments to be made by cashier's check, money order, or wire transfer after the first time any check is returned for insufficient funds, or the second time any sum due hereunder is more than five days late;

19.1.8 Apply any Security Deposit as permitted under this Lease; and/or

19.1.9 Recover such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law, including any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom.

19.2 Measure of Damages.

19.2.1 Calculation. If Landlord either terminates this Lease or terminates Tenant's right to possession of the Premises, Tenant shall immediately surrender and vacate the Premises and pay Landlord on demand: (a) all Rent accrued through the end of the month in which the termination becomes effective; (b) interest on all unpaid Rent from the date due at a rate equal to the lesser of 18% per annum or the highest interest rate permitted by applicable law; (c) all expenses reasonably incurred by Landlord in enforcing its rights and remedies under this Lease, including all reasonable legal expenses; (d) Costs of Reletting (defined below); and (e) all Landlord's Rental Damages (defined below). In the event that Landlord relets the Premises for an amount greater than the Rent due during the Term, Tenant shall not receive a credit for any such excess.

19.2.2 Definitions. "Costs of Reletting" shall include commercially reasonable costs, losses and expenses incurred by Landlord in reletting all or any portion of the Premises including, without limitation, the cost of removing and storing Tenant's furniture, trade fixtures, equipment, inventory, or other property,

repairing and/or demolishing the Premises, removing and/or replacing Tenant's signage and other fixtures, making the Premises ready for a new tenant, including the cost of advertising, commissions, architectural fees, legal fees, and leasehold improvements, and any allowances and/or concessions provided by Landlord. "Landlord's Rental Damages" shall mean the total Rent (including Additional Rent) which Landlord would have received under this Lease (had Tenant made all such Lease payments as required) for the remainder of the Term, or, if the Premises are relet, the actual rental value (not to be less than the Rent due during the Term), both discounted to present value at the Prime Rate (defined below) in effect upon the date of determination. For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced by a federally insured bank selected by Landlord in the state in which the Premises is located as such bank's prime or base rate.

19.3 Tenant Not Relieved from Liabilities. Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. In addition, Tenant shall not be relieved of its liabilities under this Lease, nor be entitled to any damages hereunder, based upon minor or immaterial errors in the exercise of Landlord's remedies. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity. If Tenant fails to pay any amount when due hereunder (after the expiration of any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent from the date initially due (without regard to any applicable grace period) at a rate equal to the rate set forth in Article 23 below. However, in no event shall the charges permitted under this Section 19.3 or elsewhere in this Lease, to the extent they are considered interest under applicable law, exceed the maximum lawful rate of interest. If any payment by Tenant of an amount deemed to be interest results in Tenant having paid any interest in excess of that permitted by law, then it is the express intent of Landlord and Tenant that all the excess amounts collected by Landlord be credited against the other amounts owing by Tenant under this Lease. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises. Notwithstanding any other provision of this Lease to the contrary, Tenant shall hold the Landlord Indemnified Parties harmless from and indemnify and defend such parties against, all claims that arise out of or in connection with a breach of this Lease, specifically including any violation of applicable laws or Contamination (defined in Article 26) caused by Tenant.

19.4 Landlord's Lien. To secure Tenant's obligations under this Lease, Tenant grants Landlord a contractual security interest on all of Tenant's inventory, goods, consumer goods, and equipment now or hereafter situated in the Premises and all proceeds therefrom, including insurance proceeds (collectively, "Collateral"). No Collateral shall be removed from the Premises without Landlord's prior written consent until all of Tenant's obligations are fully satisfied (except in the ordinary course of business). Upon any event of default, Landlord may, to the fullest extent permitted by law and in addition to any other remedies provided herein, enter upon the Premises and take possession of any Collateral without being held liable for trespass or conversion, and sell the same at public or private sale, after giving Tenant at least ten days written notice (or more if required by law) of the time and place of such sale. Such notice may be sent with or without return receipt requested. Unless prohibited by law, any Landlord Indemnified Party may purchase any Collateral at such sale. Subject to applicable law, the proceeds from such sale, less Landlord's expenses, including reasonable attorneys' fees and other expenses, shall be credited against Tenant's obligations. Any surplus shall be paid to Tenant immediately (or as otherwise required by law) and any deficiency shall be paid by Tenant to Landlord upon demand. Upon Landlord's request, Tenant agrees to execute and deliver to Landlord for filing purposes a financing statement sufficient to perfect the foregoing security interest. Tenant authorizes Landlord

to file a copy of this Lease as a financing statement, as permitted under law. Tenant shall pay all costs (including attorneys' fees) associated with preparing and filing any financing statement.

19.5 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

20. COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

21. SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in the amount set forth in Section 11 of the Summary. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, to cure Tenant's default hereunder, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. Landlord shall return the Security Deposit (less any portion thereof used, applied or retained by Landlord as permitted herein) to Tenant within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of any applicable state statutes or laws, now or hereafter in force, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises.

22. SIGNS

Premises Identification Signage. Tenant may pay for and install any signage that complies with the applicable governmental ordinances governing signs. Signs as used in this paragraph include freestanding signs, signs placed on the buildings on the Premises, and painting or lettering placed on the buildings on the Premises.

23. LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when said amount is due, then (i) Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount due (but in no event shall such charge be in excess of the maximum amount permitted by applicable law) plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder, and (ii) such unpaid amounts shall thereafter bear interest until paid at a rate equal to the Prime Rate plus five percent (5%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by applicable law. The late charge and interest shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

24. LANDLORD'S RIGHT TO CURE DEFAULT

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder, in which event Tenant shall reimburse Landlord, upon demand, for the sums incurred by Landlord in connection therewith. Tenant's reimbursement obligations under this Article 24 shall survive the expiration or sooner termination of the Lease Term.

25. ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon reasonable notice to the Tenant to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post or serve notices of nonresponsibility; or (iv) alter, improve or repair the Premises if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Premises. Notwithstanding anything to the contrary contained in this Article 25, Landlord may enter the Premises at any time to (A) perform services required of Landlord; (B) take possession due to any breach of this Lease in the manner provided herein; (C) perform any covenants of Tenant which Tenant fails to perform; or (D) to address an emergency. Any such entries shall be without the abatement of Rent, shall not be deemed an unlawful entry, or an actual or constructive eviction, and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

26. HAZARDOUS MATERIALS; ENVIRONMENTAL MATTERS

26.1 Restrictions. No Hazardous Material (defined below) shall be brought upon, used, kept, or disposed of in or about the Premises by any Tenant Parties or any of Tenant's transferees, contractors, agents or licensees without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Tenant's request for such consent shall include a representation and warranty by Tenant that the Hazardous Material in question (1) is necessary in the ordinary course of Tenant's business, and (2) shall be used, kept, and disposed of in compliance with all laws.

26.2 **Remediation.** Tenant shall, at its expense, monitor the Premises for the presence of Hazardous Materials or conditions which may reasonably give rise to Contamination (defined below) and promptly notify Landlord if it suspects Contamination in or around the Premises. Any remediation of Contamination caused by a Tenant Party or its contractors or invitees which is required by law or which is deemed necessary by Landlord, in Landlord's opinion, shall be performed by Landlord and Tenant shall reimburse Landlord for the cost thereof, plus a 5% administrative fee. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and the Landlord Indemnified Parties harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including testing, remediation and consultant and reasonable attorneys' fees and court costs, arising or resulting from (a) any Contamination on or about the Premises caused by Tenant or any Tenant Parties; or (b) any breach of this Article 26 by Tenant. Upon lease expiration, Tenant shall prepare an environmental audit, at Tenant's sole cost, and present it to Landlord for its review and acceptance or rejection. In the event said environmental audit is rejected, Tenant, at Tenant's sole cost shall correct the deficient areas to the satisfaction of Landlord.

26.3 **Definitions.** A "Hazardous Material" is any substance the presence of which requires, or may hereafter require, notification, investigation, or remediation under any laws or which is now or hereafter defined, listed, or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under any laws. "Contamination" means the existence or any release or disposal of a Hazardous Material or biological or organic contaminant, including any such contaminant which could adversely impact air quality, such as mold, fungi, or other bacterial agents, in, on, under, at, or from the Premises which may result in any liability, fine, use restriction, cost recovery lien, remediation requirement, or other government or private party action, or imposition affecting any Landlord Indemnified Party. For purposes of this Lease, claims arising from Contamination shall include diminution in value, restrictions on use, adverse impact on leasing space, and all costs of site investigation, remediation, removal, and restoration work, including response costs under CERCLA and similar statutes.

26.4 **Environmental Plan of Operation.** Prior to December 31 of each year during the Lease Term, Tenant shall complete and submit to Landlord in writing an Environmental Plan of Operation that addresses all environmental matters concerning the Premises and otherwise complies with laws of the state where Premises is located.

27. MISCELLANEOUS PROVISIONS

27.1 **Binding Effect.** Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party and delivered to the other party. An electronic or facsimile copy of the Lease shall be deemed an original for purposes of this Section 27.1. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 13 of this Lease.

27.2 **No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

27.3 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Premises require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor.

27.4 Transfer of Landlord's Interest. In the event Landlord transfers all or any portion of its interest in the Premises and/or in this Lease, Landlord shall automatically be released from all remaining liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer.

27.5 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

27.6 Time of Essence. Time is of the essence of this Lease and each of its provisions.

27.7 Interpretation: Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

27.8 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in Premises, and neither Landlord, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefore, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

27.9 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any side letter or separate agreement executed by Landlord and Tenant in connection with this Lease and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

27.10 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

27.11 Notices: Any notice, demand or other communication given under the provisions of this Lease (collectively, "Notices") by either party to the other party shall be effective only if in writing and (a) personally served, (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (e.g., Federal Express) for next-day delivery. Notices shall be directed to the parties at their respective addresses set forth in the Summary. In the event that a different address is furnished by either party to the other party in accordance with the procedures set forth in this Section 27.11, Notices shall thereafter be sent or delivered to the new address. Notices given in the foregoing manner shall be deemed given (a) when actually received or refused by the party to whom sent if delivered by carrier or personally served or (b) if mailed, on the day of actual delivery or refusal as shown by the addressee's registered or certified mail receipt. For purposes of this Section 27.11, a "business day" is Monday through Friday, excluding holidays observed by the United States Postal Service.

27.12 Joint and Several Liability. If more than one person or entity executes this Lease as Tenant: (a) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Lease shall be binding upon each and all of the persons and entities executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

27.13 Attorneys' Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

27.14 Governing Law; Jurisdiction and Venue. This Lease and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of Idaho. All obligations under this Lease constitute personal and subject matter jurisdiction in Idaho and shall be constructed and enforced in accordance with the laws of the State of Idaho and venue at Bonneville County, Idaho.

27.15 Jury Trial Waiver. TENANT, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS LEASE OR ANY CONDUCT, ACT OR OMISSION OF LANDLORD, TENANT, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH

LANDLORD OR TENANT, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

27.16 Recording. Tenant shall not record this Lease or any memorandum of lease.

27.17 Authority. Tenant covenants, warrants, and represents that each individual executing, attesting, and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; this Lease is binding upon and enforceable against Tenant; and Tenant is duly organized and legally existing in the state of its organization or formation and is qualified to do business in the state in which the Premises are located.

27.18 Relationship. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture, or any other relationship.

27.19 Survival of Obligations. The expiration of the Lease Term, whether by lapse of time or otherwise, shall not relieve Tenant of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Those terms or provisions of this Lease which this Lease expressly states shall survive, or which by their context are clearly intended to survive, the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease.

27.20 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that they know of no real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless for, from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent.

27.21 Transportation Management. Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Premises and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

27.22 Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

27.23 Landlord Renovations. Tenant acknowledges that Landlord may, but shall not be obligated to, during the Lease Term renovate, improve, alter, or modify (collectively, the "Renovations") the Premises, including, without limitation, the parking facilities, common areas, systems and equipment, roof, and structural portions of the same. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, and Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's

actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

27.24 Financial Statements. Upon ten (10) days prior written request from Landlord (which Landlord may make at any time during the Term but no more often than two (2) times in any calendar year), Tenant shall deliver to Landlord a certified current financial statement of Tenant and any guarantor of this Lease.

27.25 Excepted Rights. Landlord shall also have the right (but not the obligation) to temporarily close the Premises if Landlord reasonably determines that there is an imminent danger of significant damage to the Premises or of personal injury to Landlord's employees or the occupants of the Premises. The circumstances under which Landlord may temporarily close the Premises shall include, without limitation, electrical interruptions, hurricanes, terrorist activities and civil disturbances. A closure of the Premises under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of rent payable hereunder.

27.26 Counterparts; Electronic Delivery. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Delivery of an executed copy of this Lease by telecopy or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Lease.

27.27 OFAC Compliance. For purposes of this Section 27.27, the term "Affiliated Parties" shall mean Tenant, any Guarantor hereunder, all persons and entities owning (directly or indirectly) an ownership interest in Tenant or Guarantor, and any and all subsidiaries, predecessors, agents and affiliates thereof. "Blocked Parties" mean any person or entity (A) that is itself or an Affiliated Party of an entity listed in the Annex to, or is otherwise subject to the provisions of, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism ("Executive Order"), (B) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any Patriot Act Related Law (as defined below), (C) who commits, threatens or conspires to commit or support "terrorism" as defined in the Executive Order, (D) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website, <http://www.ustreas.gov/offices/enforcement/ofac/> or at any replacement website or other replacement official publication of such list. The "Patriot Act Related Laws" are defined as any regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, OFAC's Specially Designated and Blocked Persons list) or any statute or executive order (including, but not limited to, the Executive Order) designed to limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the U.S., including, without limitation Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), and the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, as the same may be amended from time to time, and any other governmental law, rule or regulation implementing such laws or purposes. Tenant hereby represents and warrants that Tenant and all Affiliated Parties (i) have never been a Blocked Party, and (ii) have been and are currently in full compliance with all Patriot Act Related Laws. Tenant covenants that neither Tenant nor any of its Affiliated Parties will do any of the following: (i) conduct any business or engage in any transaction or deal with any Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage in or conspire to engage in any transaction that

evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Patriot Act Related Law. Tenant covenants and agrees to deliver to Landlord reasonable evidence of its compliance with the provisions of this Section 27.27. Tenant shall implement an internal methodology for ensuring compliance with the Patriot Act Related Laws and avoiding business transactions with Blocked Parties. If, at any time, any of the representations set forth above in this Section 27.27 becomes false or Tenant breaches any other provision of this Section 27.27, then it shall be considered a default under this Lease, which shall not be subject to any notice and/or cure period and Landlord shall have the immediate right to exercise its rights and remedies in the event of a default, including, but not limited to, termination of this Lease.

27.28 Guarantee. Those persons identified on the signature page of this Lease as Guarantors, jointly and severally, absolutely and unconditionally guarantee full, complete and timely payment and performance by Lessee of all of its duties and obligations under this Lease, including, but not limited to, the payment of Base Rent, Additional Rent, Insurance Expenses, Operating Expenses, Tax Expenses, and Utility Expenses and all other amounts that Tenant is obligated to pay under this Lease. This guaranty is a guaranty of payment and not of collection. In the event that (a) Landlord requires the services of an attorney in connection with enforcing this Guaranty (whether or not suit is brought), (b) suit is brought for the enforcement of this Guaranty or the exercise of rights and remedies afforded by this Guaranty, or (c) proceedings are held in bankruptcy, then the substantially prevailing party shall be entitled to a reasonable sum for attorney's and paralegal's fees, expenses and court costs, including those relating to any appeal.

27.29 Contingency. Notwithstanding anything in this Lease or the Summary to the contrary, this Lease shall not be effective prior to (i) Tenant receiving written notice from Landlord that Landlord (or its affiliate) is the owner of the Premises and (ii) Landlord receiving the Security Deposit (the "Contingencies"). If the Contingencies are not satisfied within sixty (60) days after Tenant executes this Lease, Tenant may, at its option, terminate this Lease by giving written notice to Landlord. Upon receiving such notice, Landlord shall promptly return the Security Deposit. Landlord shall have no obligation under this Lease (other than to return the Security Deposit) if the Contingencies are not satisfied.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

#2 Cody Wyoming Property, LLC
an Idaho limited liability company

By: [Signature]
Name: Logan Hall
Its: Manager

TENANT:

Good 2 Go Stores, LLC
an Idaho limited liability company

*By: [Signature]
Name: [Signature]
Title: Manager

*By: _____
Name: _____
Title: _____

GUARANTORS:

[Signature]

***NOTE:**

Tenant shall deliver to Landlord evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Agreement.

**EXHIBIT A
LEGAL DESCRIPTION**

Grandview Gardens Lots 70-K & the W. 23.77 of Lot 70-J

Parcel 1

A parcel of land located in Lots 70-K and 70-J of the Grand View Gardens, a subdivision in the City of Cody in Lot 70, T. 82 N., R. 102 W., 5th P.K., Park County, Wyoming, and said parcel of land being more particularly described by metes and bounds as follows:

Beginning at the Southwest Corner of said Lot 70-K, and thence proceeding N. 0°08' E. along the West Line of said Lot 70-K a distance of 209.7 feet, thence S. 59°55'S. perpendicular to the West Line of said Lot 70-K a distance of 80.0 feet; thence W. 0°05'E. parallel to the West Line of said Lot 70-K a distance of 80.0 feet, thence S. 89°55'E. a distance of 76.0 feet, more or less to a point on the East Line of said Lot 70-K, and also being the West Line of said Lot 70-J, thence N. 0°05'E. along the said East Line of Lot 70-K, a distance of 669.3 feet, more or less, to the Northeast Corner of said Lot 70-K and also being the Northwest Corner of said Lot 70-J, thence W. 79°55'E. along the North Line of said Lot 70-J a distance of 24.15 feet, thence S. 0°05'W. parallel to the West Line of said Lot 70-J a distance of 700.00 feet, more or less, to a point on the South Line of said Lot 70; thence S. 79°55'W. along the South Line of said Lots 70-K and 70-J a distance of 192.00 feet, more or less, to the point of beginning hereinbefore described, and said parcel of land containing 1.17 acres, more or less.

Parcel 2

A parcel of land, being part of Lot 70-K of the Grand View Gardens, a subdivision within the City of Cody in Lot 70, T. 52 N., R. 102W., 6th P.M., Park County, Wyoming, and said parcel of land being more particularly described by ,metes and bounds as follows:

Beginning at the Northwest Corner of said Lot 70-K, and thence proceeding S. 0°05'W., along the West Line of said Lot 70-K a distance of 491.3 feet; thence S. 89°55'E., perpendicular to the West Line of said Lot 70-K a distance of 80.0 feet; thence N. 0°05'E., parallel to the West Line of said Lot 70-K a distance of 50.0 feet; thence S. 89°55'E., a distance of 76.0 feet, more or less to a point on the East Line of said Lot 70-K; thence N. 0°05E., along the East Line of said Lot 70-K a distance of 469.3 feet, more or less, to the Northeast Corner of said Lot 70-K; thence S.79°55'W. along the North Line of said Lot 70-K a distance of 158.7 feet, more or less to the point of beginning hereinbefore described, and said parcel of land containing 1.72 acres, more or less.

EXHIBIT B
TENANT IMPROVEMENTS



RUDD & COMPANY, LLC

certified public accountants | business consultants

October 16, 2012

Wyoming Department of Revenue
Liquor Division
1520 East 5th Street
Cheyenne, Wyoming 82002-0110

Dear Sirs,

I am writing you regarding Good 2 Go Stores, LLC. The company is a new entity recently set up to purchase and manage several stores in the state of Wyoming. The sole owner of Good 2 Go Stores, LLC is Brad Hall & Associates, Inc. I have acted as the CPA for Brad Hall & Associates, Inc., for more than three years and can confirm that the company is in excellent financial health and is financially stable. If you have any further questions, please feel free to contact me at 208-529-9276.

Sincerely,

Rudd & Company, *PLLC*

Christian C. Zollinger, CPA

IDAHO FALLS | REXBURG | DRIGGS | BOZEMAN | WEST YELLOWSTONE

Post Office Box 1895 | 725 South Woodruff Avenue | Idaho Falls, ID 83403 -1895 | 208-529-9276 | www.ruddco.com



Red Eagle Oil, Inc.
53 County Road 2AB
P.O. Box 2468
Cody, Wyoming 82414
(307)527-7575

November 14, 2012

To whom it may concern:

This letter is to serve as notification that Red Eagle Oil, Inc. dba West Strip Discount Liquors, is in full support of the transfer of their liquor license to Good 2 Go Stores, LLC. The application requesting this transfer has been filed with the State of Wyoming Liquor Division as well as with the City of Cody for review. Please feel free to contact me with any further questions or concerns at 307-899-2012.

Thank you,

Brad Hinze
Treasurer
Red Eagle Oil, Inc.

ASSIGNMENT OF RETAIL LIQUOR LICENSES

This Assignment of Retail Liquor Licenses is made and entered into this ____ day of _____, 2012, by Red Eagle Oil, Inc., a Wyoming corporation ("Red Eagle Oil") to Good 2 Go Stores, LLC, an Idaho limited liability company ("Good 2 Go").

WHEREAS, Red Eagle Oil is the present owner and holder of a Retail Liquor License No. 11-15 issued by the Board of County Commissioners of Park County, Wyoming, for the premises located at 492 Main Street Ralston, Park County, Wyoming, which is further described as Lots 20 and 21, Borrows Subdivision; and

WHEREAS, Red Eagle Oil is the present owner and holder of a City of Cody Retail Liquor License No. 407 issued by the City of Cody, for the premises located at 217-222 Yellowstone Avenue, Cody, WY, which is further described as Lot 70K, Grandview estates; and

WHEREAS, Red Eagle Oil desires to sell, assign and transfer said Retail Liquor Licenses to Good 2 Go.

WITNESSETH:

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration to Red Eagle Oil in hand paid by Good 2 Go, Red Eagle Oil does hereby sell, assign and transfer unto Good 2 Go that certain Park County Retail Liquor License Number 11-15 and that certain City of Cody Retail Liquor License Number 407 owned by Red Eagle Oil for the above-described premises.

This Assignment is to be effective upon execution hereof.

IN WITNESS HEREOF, the undersigned has set forth his/her hand on the date first above written.

RED EAGLE OIL, INC.

By: _____
_____ / _____

STATE OF WYOMING)
)ss.
COUNTY OF PARK)

On this ____ day of _____, 2012, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Red Eagle Oil, Inc., that said *Assignment of Retail Liquor License* was signed on behalf of said company by authority of its Board of Directors; and that said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

MCB/cm
x:\transactional\je-k\hall, brad\assignment of retail liquor licenses.doc

Business Plan

Good 2 Go Stores, LLC

280 South Holmes
Idaho Falls, ID 83401
Phone: 208-523-6582
Fax: 1-208-528-8929
e-mail: lhall@good2gostores.net

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II. General Company Description

Mission statement: Good 2 Go Stores provides quality convenience products at a competitive price. Our facilities are clean and inviting. Our team is friendly and trustworthy. Our offerings include and compliment the communities where we do business.

Form of ownership: Idaho Limited Liability Company (LLC)

Company history: Good 2 Go Stores, LLC was formed in September 2012 for operating convenience stores in Wyoming and Montana. Good 2 Go Stores, LLC is wholly owned by Brad Hall & Associates, Inc., a family corporation owned equally by Brad H. Hall (President) and Andrea Hall (Vice President). Brad Hall & Associates has been in business for 20+ years and incorporated in 2002. With sales exceeding \$1.6 billion and operations in 30+ states, Brad Hall & Associates, Inc. has become a reliable fuel supplier for customers ranging from The United States Government to Fortune 500 companies. We anticipate that Good 2 Go Stores, LLC will have approximately 75 employees.

Products and Services: Good 2 Go Stores offers great service and competitive prices on convenience store products. Our products include gasoline and diesel products, standard convenience store grocery items, local community products, liquor products, and “fast food” items.

Locations: Good 2 Go Stores operates the following facilities described below.

Store #	Street	City	State	Sq. Ft.	Land Acreage	Motor Fuel Brand	Description
2	217-221 Yellowstone Avenue	Cody	WY	2,500	4.00	Mobil	Convenience Store / Liquor Store (1,800 sq.ft.) / 3 bay self wash (Rebuild Fall 2012)
3	1543 Depot Drive	Cody	WY	2,700	0.46	Exxon	Convenience Store
4	1201 17th Street	Cody	WY	2,500	0.69	Mobil	Convenience Store / 3 bay self wash (Rebuild Fall 2012)
5	492 Main Street	Ralston	WY	2,800		Exxon	Convenience Store / Liquor Store
6	2150 North Federal	Riverton	WY	6,200	2.75	Exxon	Convenience Store and Burger King (tenant)

8	1600 North Crawford	Hardin	MT	4,500	3.00	?	Casino (20 machines) and Convenience Store with Liquor Store and Lounge
9	551 West Coulter Ave.	Powell	WY	2,400	0.46	Exxon	Convenience Store
12	1801 Hwy 310	Lovell	WY	3,500	6.00	Exxon	Full Service Truck Stop with Showers and Food
13	199 US Hwy 16	Buffalo	WY	2,900	4.00	Exxon	Newer Truck Stop
15	400 Valley Drive	Casper	WY	4,000	0.51	Exxon	High Volume Convenience Store
16	1968 Yellowstone Avenue	Casper	WY	3,200	0.46	Exxon	Convenience Store
17	2490 North Main	Sheridan	WY	4,800	0.80	?	Neighborhood Convenience Store
18	1229 Brundage Avenue	Sheridan	WY	2,500	3.00	Exxon	Truck Stop (Potential Redev. For Hotel/Motel/Rest.)
19	203 North Federal	Riverton	WY	2,400		Exxon	Convenience Store
21	200 West Whalen	Guernsey	WY	2,400		Exxon	Convenience Store

III. Products and Services

Good 2 Go Stores, LLC offers only the highest quality gasoline and diesel fuels from industry leading suppliers including Exxon, Mobil, Shell, and Conoco.

Our “in store” products include standard convenience store, or gas station, products. In addition to these products, each of our stores provides space for local products from the communities in which we do business.

Our services include a sincere focus on clean facilities with a friendly staff. It is our goal to have the cleanest and most inviting facilities available in the communities we do business.

IV. Marketing Plan

Economics

- Industry Outlook – The C-Store / Gas Station Industry has experienced new challenges in today's economy. The primary challenges faced seem to be consistent with other retail specific industries, which include a decreased level of consumer discretionary spending and the increasing costs of goods sold. While this trend remains a challenge with rising fuel prices and less grocery item purchases, the C-Store Industry does have some degree of insulation, thanks to the few number of substitutes for gasoline and diesel fuels used in transportation and manufacturing processes.

Customers

- Target Market – Travelers and Women who desire clean facilities.

Competition

- Barriers to Entry – The following items remain barriers to entry for new competition in the market.
 - High capital costs of new facilities and transportation equipment
 - High operational costs due to the price of gas and diesel products
 - Consumer acceptance/brand recognition
 - Training/skills

When evaluating local competition, two major types exist. Competitor Type A, being regional or national corporate owned stores, like Maverik or Loaf n Jug, and Competitor Type B, independently owned single store operators. We anticipate our major areas of weakness relative to Type A will be advertising, appearance, and an untested reputation. Relative to Type B we anticipate needing to focus on the areas of reputation and sales methods.

Below is a Competitive Analysis matrix used to determine potential competitive advantages with 1 being a very strong score and 5 being a very weak score relative to the competition. In the last column, 1 = critical; 5 = not very important from the view of the customer.

Table 1: *Competitive Analysis*

FACTOR	Me	Competitor A	Competitor B	Importance to customer
Products	1	2	3	1
Price	2	1	3	1
Quality	1	2	3	1
Selection	1	1	5	2
Service	1	2	1	1
Reliability	1	1	4	1
Stability	1	1	5	4
Expertise	2	3	3	2
Company reputation	3	4	1	2
Location	1	2	2	1
Appearance	3	1	3	1
Sales method	2	3	1	5
Credit policies	1	5	1	5
Advertising	5	1	5	3
Image	1	1	4	2

V. Operational Plan and Management

Daily operations occur at each location previously listed. Accounting services will occur in offices located in Cody, WY and Idaho Falls, ID. A controller assigned to Good 2 Go Stores, LLC by Brad Hall & Associates, Inc., performs quarterly budgets and audits. A management team manages the daily operations and facility managers. The management team shall seek excellence in operations and acceptable levels of profitability.

Professional and Advisory Support

List the following:

- Board of directors – Brad Hall & Associates, Inc.
- Attorney – Ryan Meikle - Holden, Kidwell, Hahn & Crapo P.L.L.C
- Accountant – Dwayne Dalby (Brad Hall & Associates, Inc.)
- Insurance agent – Brad Nielsen (Buckner & Company)
- Banker – Darrin Lewis (Zions Bank)

VI. Pro forma Financials

Account #	Account Description	TOTAL
000100000	Gallons Sold - Unleaded	4,304,452
000200000	Gallons Sold - Mid-Grade	1,067,174
000300000	Gallons Sold - Premium	677,061
000700000	Gallons Sold - #1 Diesel	2,872
000800000	Gallons Sold - #2 Diesel	2,047,641
001000000	Gallons Sold - #2 Dyed	54,019
	GALLONS SOLD	8,153,219
400000000	Sales-Gasoline-Unleaded	17,320,636
400100000	Sales-Gasoline-Mid Grade	0
400200000	Sales-Gasoline-Premium	4,122,338
400300000	Sales-Diesel 2 Clear	8,093,753
400400000	Sales-Diesel 2 Dyed	196,956
400500000	Sales-Diesel 1 Clear	9,622
400700000	Sales-Kerosene	3,022
400800000	Sales-Other Fuel Products	0
400900000	Sales-Cigarettes	2,536,986
401000000	Sales-Other Tobacco	517,540
401100000	Sales-Beer	741,660
401200000	Sales-Wine	105,858
401300000	Sales-Liquor	366,152
401400000	Sales-Beverage	1,628,306
401500000	Sales-Candy	357,216
401600000	Sales-Milk	54,094
401700000	Sales-Dairy & Deli	15,498
401800000	Sales-Commissary	175,283
401900000	Sales-Ice Cream	47,348
402000000	Sales-Frozen Foods	1,537
402100000	Sales-Bread	4,333
402200000	Sales-Salty Snacks	279,376
402300000	Sales-Sweet Snacks	160,690
402400000	Sales-Alternative Snacks	211,731
402500000	Sales-Pershiable Grocery	694
402600000	Sales-Edible Grocery	134,008
402700000	Sales-Non-Edible Grocery	12,482
402800000	Sales-Health & Beauty	89,043
402900000	Sales-General Merchandise	303,106
403000000	Sales-Publications	6,571
403100000	Sales-Automotive Products	77,574
403200000	Sales-Automotive Services	116
403300000	Sales-Store Services	30,495
403400000	Sales-Lottery/Gaming	1,208,945
403500000	Sales-Ice	99,566
403600000	Sales-Food Services	152,659

403700000	Sales-Hot Beverages	163,614
403800000	Sales-Cold Beverages	235,716
403900000	Sales-Frozen Beverages	28,400
404000000	Sales-Non-Taxable items	40,699
405000000	Sales-Game & Fish Licenses	105,033
420000000	Sales-Car Wash	41,299
432000000	Sales Returns and Allowances	-744,873
433000000	Sales Discounts	-11,661
434000000	Super Discounts	-269,525
435000000	Trade Discounts	-77,314
436000000	Employee Discounts	0
437000000	Employee Fuel Discounts	-35,060

	TOTAL SALES	38,541,523
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500000000	COGS-Gasoline-Unleaded	15,935,772
500100000	COGS-Gasoline-Mid Grade	0
500200000	COGS-Gasoline-Premium	3,815,421
500300000	COGS-Diesel 2 Clear	7,374,426
500400000	COGS-Diesel 2 Dyed	172,395
500500000	COGS-Diesel 1 Clear	8,401
500700000	COGS-Kerosene	2,451
500900000	COGS-Cigarettes	2,153,977
501000000	COGS-Other Tobacco	432,946
501100000	COGS-Beer	557,097
501200000	COGS-Wine	64,975
501300000	COGS-Liquor	214,701
501400000	COGS-Beverage	983,080
501500000	COGS-Candy	198,883
501600000	COGS-Milk	42,003
501700000	COGS-Dairy & Deli	9,143
501800000	COGS-Commissary	111,088
501900000	COGS-Ice Cream	27,919
502000000	COGS-Frozen Foods	864
502100000	COGS-Bread	3,048
502200000	COGS-Salty Snacks	164,767
502300000	COGS-Sweet Snacks	102,968
502400000	COGS-Alternative Snacks	117,999
502500000	COGS-Pershiable Grocery	412
502600000	COGS-Edible Grocery	77,982
502700000	COGS-Non-Edible Grocery	7,118
502800000	COGS-Health & Beauty	45,629
502900000	COGS-General Merchandise	175,193
503000000	COGS-Publications	3,607
503100000	COGS-Automotive Products	44,682
503200000	COGS-Automotive Services	8
503300000	COGS-Store Services	35,310
503400000	COGS-Lottery/Gaming	176,392
503500000	COGS-Ice	11,053

503600000	COGS-Food Services	161,918
503700000	COGS-Hot Beverages	1,649
503800000	COGS-Cold Beverages	2,790
503900000	COGS-Frozen Beverages	322
504000000	COGS-Non-Taxable items	14,512
504100000	COGS-Service Charges	82,517
504200000	COGS-Store Use	109,942
505000000	COGS-Game & Fish Licenses	83,079
530100000	Purchase Discounts	0
570900000	ADJ-Cigarettes	-26,794
571000000	ADJ-Other Tobacco	-43,776
571100000	ADJ-Beer	2,204
571200000	ADJ-Wine	-155
571300000	ADJ-Liquor	1,339
571400000	ADJ-Beverage	-9,406
571500000	ADJ-Candy	-3,588
571600000	ADJ-Milk	1,596
571700000	ADJ-Dairy & Deli	328
571800000	ADJ-Commissary	-138
571900000	ADJ-Ice Cream	336
572000000	ADJ-Frozen Foods	88
572100000	ADJ-Bread	-2
572200000	ADJ-Salty Snacks	249
572300000	ADJ-Sweet Snacks	-479
572400000	ADJ-Alternative Snacks	-3,856
572500000	ADJ-Perishable Grocery	243
572600000	ADJ-Edible Grocery	-24,632
572700000	ADJ-Non-Edible Grocery	-617
572800000	ADJ-Health & Beauty	-689
572900000	ADJ-General Merchandise	3,435
573000000	ADJ-Publications	1,555
573100000	ADJ-Automotive Products	-378
573500000	ADJ-Ice	3,080
573700000	ADJ-Hot Beverages	150,655
573800000	ADJ-Cold Beverages	156,029
573900000	ADJ-Frozen Beverages	9,871
574000000	ADJ-Non-Taxable items	21,915
	COGS	33,766,855
	GROSS PROFIT	4,774,668
	FUEL MARGIN	0.299
	INSIDE GP Pct	36.8%
700000000	Advertising Expense	512
702000000	Auto Expenses	2,725
702100000	Auto & Truck Fuel Expense	12,395
703000000	Bad Debt Expense-A/R	31
703100000	Bad Debt Expense-NSF Checks	-3,004
703200000	Bad Check Fees	0

704000000	Bank Charges	5,836
705000000	Cash Over and Short	19,613
706000000	Contract Labor	1,644
707000000	Credit Card Fees	525,924
708000000	Charitable Contributions Exp	1,582
709000000	Commissions and Fees Exp	0
710000000	Depreciation Expense	0
710900000	Donations	0
711000000	Dues and Subscriptions Exp	98,556
714000000	Equipment Lease	25,841
715000000	Equipment Lease - Transport	0
716000000	Extermination	2,865
717000000	Entertainment - Meals 50%	0
718000000	Freight Expense	415
719000000	Gifts Expense	0
720000000	Income Tax Expense	0
721000000	Insurance Auto	0
722000000	Insurance Employee Health	15,665
723000000	Insurance Officer Health	0
724000000	Insurance Workers' Comp.	82,460
725000000	Insurance Building	56,304
726000000	Laundry and Cleaning Exp	0
	Legal and Professional	
727000000	Expense	0
728000000	Licenses Expense	13,184
729000000	Loan Origination Fees	0
730000000	Losses/Damages	5,338
732000000	Maintenance Expense-Equip	0
	Maintenance Exp-	
733000000	Equip(Admin.)	0
	Maintenance Exp-Equip(C-	
734000000	store)	16,302
735000000	Maintenance Exp-Equip(Video)	0
	Maintenance Exp-Equip(Car	
736000000	Wash	0
	Maintenance Exp-	
737000000	Equip(Service)	0
738000000	Maintenance Expense-Buildings	55,200
739000000	Miscellaneous Expenses	6,536
740000000	Moving Expenses	0
741000000	Office Expense	948
742000000	Payroll Exp- Hourly Employee	1,139,153
743000000	Payroll Exp- Maint. Shop	0
744000000	Payroll Exp- Officers	0
745000000	Payroll Exp- Other	0
746000000	Payroll Exp- Salaried Employee	0
747000000	Payroll Exp- Truck Drivers	0
747100000	Payroll Exp- Truck Admin.	0
748000000	Payroll Exp- Admin.	0
749000000	Payroll Exp- C Store	179,460
750000000	Payroll Exp- Video Department	-1,122

751000000	Payroll Exp- Car Wash	0
752000000	Payroll Exp- Service Dept.	0
753000000	Payroll Tax Paid FICA	86,685
754000000	Payroll Tax Paid Medicare	17,852
755000000	Payroll Tax Paid SUTA	29,992
756000000	Payroll Tax Paid FUTA	3,943
757000000	Postage	6,600
758000000	Professional Fees Accounting	2,075
759000000	Professional Fees Legal	35
760000000	Professional Fees Other	47
761000000	Promotional Expense	17,543
762000000	Other Taxes	0
763000000	Rent or Lease Expense	846,000
764000000	Repairs Expense - Equipment	48,357
765000000	Repairs Expense - Buildings	4,818
765900000	Spoilage	34,151
766000000	Supplies - Store Uses	67,155
767000000	Supplies - Office	6,565
768000000	Supplies - Video	0
769000000	Supplies - Service	0
770000000	Supplies - Car Wash	0
771000000	Supplies - Rhino Linings	0
772000000	Taxes - Property	51,473
773000000	Telephone Expense	33,856
774000000	Testing Expenses	10,978
775000000	Thefts/Drive Offs	2,313
776000000	Trash Removal	11,228
777000000	Travel Expense Air	0
778000000	Travel Expense Ground	0
779000000	Travel Expense Accomdations	1,311
780000000	Travel Expense Meals 50%	293
781000000	Travel Expense Misc	0
791000000	Uniform Expense	0
792000000	Utilities Expense	0
793000000	Utilities - Water	0
794000000	Utilities - Gas	0
795000000	Utilities - Electric	334,005
	EXPENSES	3,881,639
950000000	Administrative Income	0
951000000	Fuel Supplier Rebates	0
952000000	ATM Income	4,288
952100000	Pay Phone Income	0
953000000	Interest Income	0
954000000	Other Income	29,674
955000000	Other Income - Rent/Lease	0
956000000	Other Income - TVA	0
957000000	Gain/Loss on Sale of Assets	0

	OTHER INCOME	33,962
96000000	Administrative Fees	0
96100000	Penalties and Fines Exp	0
96200000	Nondeductable Expense	0
96300000	Interest Expense	0
96400000	Suspense	0
	OTHER EXPENSES	0
	PROFIT / LOSS	926,992

MEETING DATE: DECEMBER 4, 2012
DEPARTMENT: COMMUNITY DEVELOPMENT
PREPARED BY: STEPHEN W. PAYNE, PE
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT **Request to Authorize Signs on Heart Mountain Street.**

ACTION TO BE TAKEN:

Consider a request from the Dana Cranfill, on behalf of the Taggart Family, to sign the hillside portion of Heart Mountain Street from Alger Ave. to where the LDS Stake Center sits as "Taggart Hill".

SUMMARY OF INFORMATION:

Since 1924, the hillside portion of Heart Mountain Street from Alger Ave. to where the LDS Stake Center sits has been commonly referred to as Taggart Hill. The reference developed as a result of the hillside being framed by the location of the old Taggart Construction Company offices on the northwest corner of Alger Avenue and Heart Mountain Street and the location of the Taggart Construction Company's maintenance and equipment shop formerly located at the current location of the LDS Stake Center. The Taggart Construction Company operated various business interests for over 50 years from their offices on Alger Avenue.

In an effort to honor one of Wyoming and Cody's pioneer families and on behalf of the Taggart family, Dana Cranfill proposes that the City staff install a green sign at the bottom and at the top of the hillside portion of Heart Mountain Street designating the area as Taggart Hill.

A full history of the use, the Taggart Construction Company and the request letter are attached for the Council's reference.

FISCAL IMPACT

If the City absorbs all of the costs and two new sign posts to be installed, the cost would be \$149.25 per sign post, including labor, for a total of \$298.50.

ALTERNATIVES

Grant or deny permission for placement of the requested signs at City cost.

AGENDA & SUMMARY REPORT TO:

Dana Cranfill

AGENDA ITEM NO. _____

Dana T. Cranfill

P. O. Box 3009
Cody, WY 82414
danatc@bresnan.net
307-527-6323

November 12, 2012

Honorable Nancy Tia Brown
Honorable City Council Members
City of Cody
Cody, WY 82414

Dear Honorable Mayor and Council members:

In an effort to honor one of Wyoming and Cody's pioneer families, I approach you with a proposal regarding what is informally known as Taggart Hill.

My great uncles, Lloyd (1891-1974) and Charles (1880-1944) Taggart, were great contributors to this city, county and state. They owned and operated, among other things, Taggart Construction, which operated for 57 years.

At one time the hill beginning at the intersection of 13th and Alger was informally known as Taggart Hill. Our family would like to work with you in formally naming that hill "Taggart Hill".

Attached is a history and photographs for your information.

The family would propose a green street sign at the bottom of the hill and another at the top possibly on the same post as the Jack Skates Parkway sign is.

If you have any questions, please contact me.

Sincerely,



Dana T. Cranfill

Taggart Hill

The hill leading up to the Cody post office is commonly known as Taggart Hill. The hill begins from the old Taggart Construction Company offices on Alger Avenue and extends up the hill to where the LDS Stake Center sits. Taggart Construction Company operated various business interests for over 50 years from those offices on Alger Avenue. (Hill photo attached)

Taggart Construction Company began in 1905 by Charles Taggart, one of sixteen children of Mormon pioneers, George Henry & Jessie McNiven Taggart, who arrived in the Big Horn Basin from Morgan, Utah in the last Mormon Settlement. Mr. Taggart and his wife, Jessie K. began the contracting business in Cowley in 1906, building railroad bridges and rails, and in 1924 Charles incorporated Taggart Construction Company in Cody with offices on Alger Avenue. Lloyd, Charles' younger brother, together with his wife, Louise (Welch) and their 9 children moved to Cody in 1932. The road construction element was dissolved 57 years later in 1981. Taggart Construction Company was the oldest road construction firm in Wyoming. In addition to road construction, the two Taggart brothers had a sheep operation in Big Horn County. In 1935 they purchased the Two Dot Ranch north of Cody which they owned for 28 years.

Taggarts' was the first company to receive a contract for road construction after the Wyoming Highway Department was organized circa 1927-28. That contract called for a stretch of new road, now Highway 14-16-20, on the south side of the Shoshone River to Yellowstone National Park. That historic construction project launched the state-wide familiar sight of Taggart Construction Company equipment building and paving roads throughout all of Wyoming for over three generations.

Taggart's Yard at the top of the hill was where the maintenance shops and equipment were for Taggart Construction. The yard was also where Lloyd and Louise's family kept their milk cows, garden and the childrens' Shetland pony. Operating from their Alger Avenue and Hill property with equipment moving throughout the state, early records show that in 1924 equipment purchased included horse drawn slip scrapers at \$13.25, a Marion Steam shovel for \$15,000. Later records showed Taggarts' first modern tractor was a 1927 gasoline model costing \$5,600, the equivalent today of \$72,400. In 1933, their first diesel powered Caterpillar cost \$6,350. Many changes in the construction business and in tools and supplies took place during the life of this big company, supplanting horse and hand labor with state of the art mechanizations.

Projects Taggarts were awarded included the Cody-Meeteetse road, Shell Canyon, sections of the Buffalo-Ten Sleep and Wind River Canyon, areas of Green River to Kemmerer, Evanston and LaBarge, the South Fork road around Cedar Mountain, the road north of Cody to the old Fish Hatchery as well as the road down Skull Creek. Taggarts paved most of Cody's

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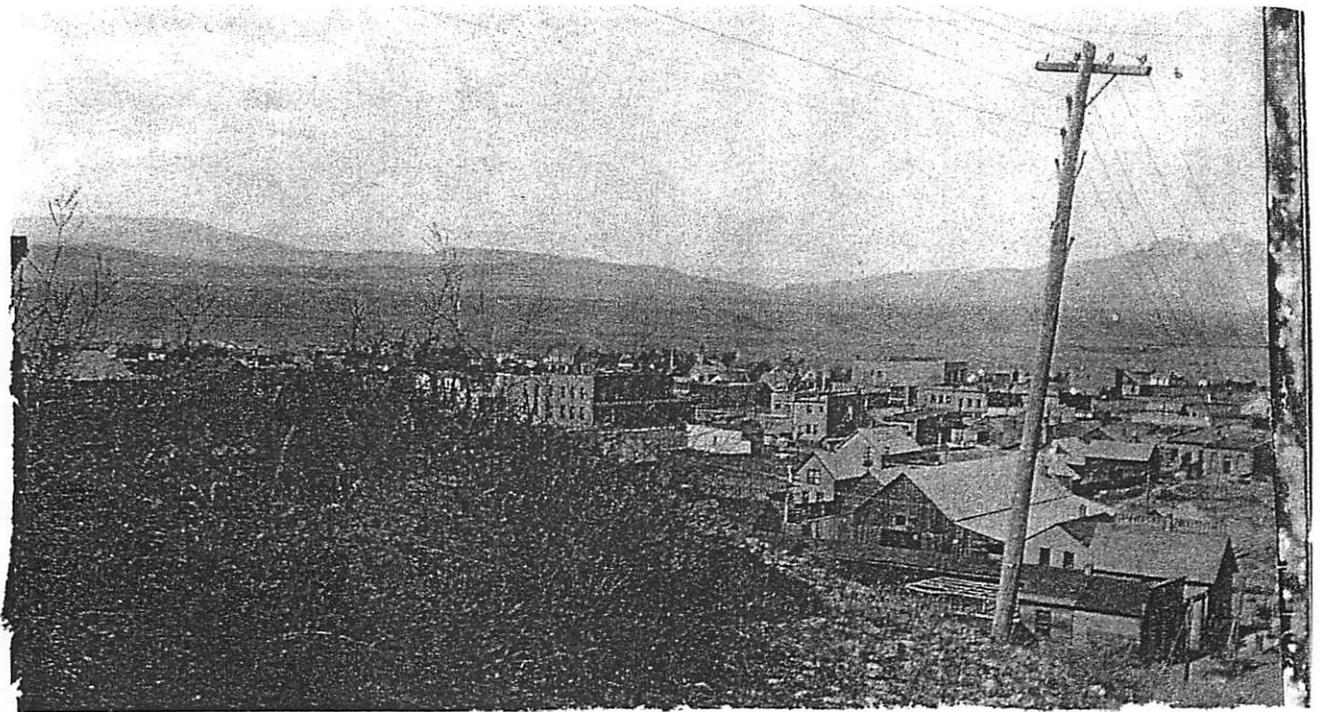
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streets, runways at Cody, Greybull and Worland airports, most of the roads in Yellowstone National Park, as well as the North Fork of the Shoshone River. Taggart's was the first construction company in Wyoming to use bituminous oil on a job, the 75 miles from Shoshoni to Casper. They were also the first to use diesel powered equipment and the first to build a hot mix plant in the State of Wyoming. Taggart Construction Company boosted Cody's and Wyoming's economy all during the tough depression years. (Road construction photos attached).

Other business interests operating out of the Alger Avenue offices and Taggart Hill became part of the wide Taggart stride---the Two Dot Ranch, Big Horn Gypsum Company, Pat O'Hara Company, WMK Transit Mix and Taggart Concrete Company. Charles Taggart died in 1944. Lloyd Taggart died in 1974. Maintaining family operations in Cody until their deaths were Lloyd and Louise's sons, Lloyd W. Taggart, who died in 2002 and Jesse "Mac" Taggart, who died in 1999. These businesses, including Taggart Construction Company had consistently met one of Wyoming's largest monthly payrolls, supporting Wyoming families for 3 generations.

Always champions for Cody and for Wyoming, Charles and Lloyd, as well as Lloyd W. and his wife, Adele and Jesse "Mac" and his wife, Janet, were strong and reliable resources for our community. With their reputation for hard work, enthusiasm and vision for Cody's future, they were all active citizens in Cody and solid partners in the creation and development of Husky Oil, the Buffalo Bill Historical Center, Cody's airport, (with Lloyd helping to secure the property for the airport), Shoshone First National Bank, Big Horn Gypsum Company, the Cody Hospital, the Cody School System, the LDS Church and the University of Wyoming.



Description

View of Cody from 13th St. (Taggart Hill)

ORDINANCE NO. 2012 - 17

AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 5 OF THE CODY CITY CODE – DISORDERLY CONDUCT

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

Section 1: Title 5, Chapter 2, Section 5 is hereby amended to provide as follows:

5-2-5: DISORDERLY CONDUCT AND DISTURBING THE PEACE:

- A. No person shall cause, or participate in causing, any disturbance of peace in the City. Any person or assemblage of persons shall be deemed guilty of disturbance of peace if they shall:
1. Disturb the peace of a community or its inhabitants by unreasonably loud noise or music or by using threatening, abusive or obscene language or violent actions with knowledge or probable cause to believe he or she will disturb the peace;
 2. Cause, provoke or engage in any fight, brawl or riotous conduct;
 3. Aid or abet in any fight, or ask, invite or defy another to fight or quarrel, or to use abusive language and thereby intentionally create a risk of assault;
 4. Commit an act in a violent or tumultuous manner toward another whereby that other is placed in danger of his or her life, limb, health or safety;
 5. Use profane, obscene or offensive provocative language directed toward another, or others, and calculated to provoke a breach of the peace. For purposes of this section, the term “provocative language” shall mean insulting or “fighting words” or those words by which their very utterance inflict injury or tend to incite an immediate breach of the peace;
 6. Perform any act or gesture of rude, improper or indecent behavior, directed at another, and calculated to provoke a breach of peace;
 7. Make or use any gesture, display, provocative words, profane, obscene, or abusive language which would reasonably tend to incite or abet a person to engage in fighting or other violent or tumultuous conduct;
 8. Incite or attempt to incite a riot. For purposes of this section, the term “riot” shall mean a tumultuous disturbance of the peace by persons assembled and acting in a manner that jeopardizes or threatens the safety, security or health of the people in the city, or threatens to or actually causes damage to property, whether private or public, either in assemblage while executing a lawful enterprise in a violent or turbulent manner or in assemblage while executing an unlawful enterprise in a violent or turbulent manner;
 9. Intentionally disrupt any lawful assembly or meeting of persons without lawful authority;
 10. Interfere with another’s pursuit of a lawful occupation or business by acts of violence or by any other disorderly conduct as described herein;
 11. Place himself or herself, or congregate with others in or on any public way so as to reasonably tend to halt or interfere with the free and regular flow of vehicular or pedestrian traffic and refuses to clear such public way when ordered by the police or other lawful authority; or
 12. Urinate or defecate in any public way or place which is public in nature or any place open to public view;

PASSED on first reading the 6th day of November, 2012.

PASSED on second reading the 20th day of November, 2012.

PASSED on third reading the _____ day of _____, 2012.

CITY OF CODY

Nancy Tia Brown, Mayor

ATTEST:

CYNTHIA D. BAKER Administrative Services Officer

ORDINANCE NO. 2012 -18

AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 6 OF THE CODY CITY CODE – DISORDERLY PLACES

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

Section 1: Title 5, Chapter 2, Section 6 is hereby amended to provide as follows:

5-2-6: DISORDERLY PLACES:

- A. No person shall keep, maintain, operate, occupy, aid, abet or participate in, permit or allow the keeping, maintaining, operating, use, or occupying of any room, house, building or other place where any of the following occur: any common or ill governed or disorderly house, drunkenness, quarreling, fighting, unlawful games or riotous games, or disorderly conduct whatsoever on the premises, or any disturbance in which the peace of the neighbors or others in the vicinity shall be disturbed. Any person violating this ordinance shall be deemed guilty of disturbance of the peace, and if such person is licensed under this code, such license may be revoked by the city council upon conviction of such person in the police court of the city for violating the provisions of this section.
- B. It is unlawful for any person being the owner, occupant, tenant or guest of an owner, occupant or tenant of any property of any kind whatsoever, whether temporary or permanent, to knowingly suffer any conduct thereon with knowledge or probable cause to believe that said conduct will disturb the peace of any other person, and the owner, tenant, occupant or guest of an owner, tenant or occupant of any such premises on which such disturbances occur, shall be presumed to have knowingly suffered the same.
- C. It shall not be a violation of this ordinance if the alleged conduct arises from noise arising out of the normal and ordinary conduct of business.
- D. The Governing Body may authorize individuals or groups to amplify music, sound or voices for events in accordance with Chapter 6 of this Code, subject to such terms and conditions as the Governing Body, in its discretion, deems appropriate.

PASSED on first reading the 6th day of November, 2012.

PASSED on second reading the 20th day of November, 2012.

PASSED on third reading the _____ day of _____, 2012.

CITY OF CODY

**NANCY TIA BROWN
MAYOR**

ATTEST:

CYNTHIA D. BAKER
Administrative Services Officer

PUBLISH: CODY ENTERPRISE:

ORDINANCE 2012-21

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE III, OF THE CODY CITY CODE TO MODIFY ELECTRICAL RATES.

Article III, Section 8-1-13 shall be hereby amended as follows:

Sec. 8-1-13. Schedule of rates.

(a) Residential service rate.

(1) The rates to be charged for domestic purposes shall be as follows:

(i) For electrical usage billed after January 1, 2013

A. Each customer shall pay a monthly customer charge of \$15.583; and

B. Additionally, each customer shall pay \$0.099 per kilowatt-hour used per month as an energy charge.

(b) Commercial and miscellaneous service rate.

(1) The rates to be charged for commercial and miscellaneous purposes shall be as follows:

(i) For electrical usage billed after January 1, 2013

A. Each customer shall pay a monthly customer charge of \$46.75, and

B. Additionally, each customer shall pay \$0.092 per kilowatt-hour.

(c) Optional small commercial and miscellaneous service rate.

(1) The rates to be charged for the optional commercial and miscellaneous service rate shall be as follows:

For electrical usage after January 1, 2013

(i) Each customer shall pay a monthly customer charge of \$16.71; and

(ii) Additionally, each customer shall pay \$0.152 per kilowatt-hour for all energy used per month as an energy charge.

(d) General service rate.

(1) The rates to be charged for those customers with demand meters shall be as follows:

(i) For electrical usage billed after January 1, 2013

A. Each customer shall pay a monthly customer charge of \$93.50 and

B. Additionally, each customer shall pay \$0.0339 per kilowatt-hour for all energy used per month as an energy charge, and

C. Additionally, each customer shall pay a monthly demand charge of \$14.81 per kilowatt of demand as shown or computed from the

readings of the City's demand meter installed at the customer's location for the fifteen-minute period of customer's greatest use during the billing period.

- (2) Customers requesting or transferring service of more than two hundred amperes after May 14, 2001 shall be billed under this demand rate.
- (3) The Public Works Director or his/her designee shall recommend to the Administrative Services Director the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.

(e) Irrigation rate.

- (1) The rates to be charged for those customers with irrigation and pumping shall be as follows:
 - (2) For electrical usage after January 1, 2013
 - A. Each customer shall pay an annual customer charge of \$100.51 for twenty-five horsepower or less.
 - B. Each customer shall pay an annual customer charge of \$167.78 for everything over twenty-five horsepower.
 - C. Additionally, each customer shall pay \$0.0669 per kilowatt-hour for all energy used per month as an energy charge.

(f) Outdoor nighttime lighting.

The rates to be charged for those customers who have city installed outdoor lighting on City of Cody structures shall be as follows:

Security Light Watts	Charge per Month	Energy Rate Used
63 Watt	\$2.52	\$0.1274/kWh
175 Watt	\$8.03	\$0.1274/kWh
150 Watt	\$6.88	\$0.1274/kWh
200 Watt	\$9.18	\$0.1274/kWh
250 Watt	\$11.47	\$0.1274/kWh
400 Watt	\$18.35	\$0.1274/kWh
1000 Watt	\$45.88	\$0.1274/kWh

This includes all energy costs and maintenance costs associated with each unit.

(g) Service Charges

The following charges apply to all levels of service in addition to any other charges.

Connection and Reconnection Charge:	
Normal Office Hours (7:30 a.m. to 5:00 p.m.)	\$25.00
Other than Normal Office Hours	\$110.00
Trouble Calls on Customer-Owned Equipment:	
Normal Office Hours (7:30 a.m. to 5:00 p.m.)	No Charge
Other than Normal Office Hours (for first two hours, actual labor costs for work in excess of two hours)	\$110.00
Temporary Service Connection:	
Single Phase and Three Phase	\$105.00
Returned Check Charge:	\$30.00
Meter Testing:	
Testing of meters more than once at customer's request in a twelve month period, where meter is found to be accurate within two percent.	\$50.00

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

PASSED ON FIRST READING THE 20th DAY OF NOVEMBER, 2012

PASSED ON SECOND READING THE _____ DAY OF _____, 2012

PASSED, APPROVED AND ADOPTED
ON THIRD AND FINAL READING THE _____ DAY OF _____, 2012

Nancy Tia Brown, Mayor

ATTEST:

Cynthia D. Baker Administrative Services Officer

MEETING DATE: DECEMBER 4, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Ordinance 2012-19 Temporary Electric Service

ACTION TO BE TAKEN:

Approve Ordinance 2012-19 Temporary Electric Service

SUMMARY OF INFORMATION:

When a customer or contractor requests that temporary electric service be provided to a location, usually for the purpose of running equipment used at the job site, the City charges a \$105 meter installation fee. In addition, the customer requesting service is required to complete an application for service and comply with the deposit requirements for establishing a new account. There has been some confusion amongst contractors and customers regarding this fee and account process therefore this ordinance change is proposed in order to clarify the purpose of the temporary electric meter fee and the associated deposit requirements.

FISCAL IMPACT

N/A

ALTERNATIVES

1. Approve the Ordinance as presented
2. Modify the Ordinance
3. Leave the Ordinance as it is

ATTACHMENTS

Ordinance 2012-19

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

ORDINANCE 2012-19

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8 CHAPTER 1 ARTICLE II, OF THE CODY CITY CODE TO MODIFY TEMPORARY SERVICE.

Article II, Section 8-1-10 shall be hereby amended as follows:

Sec. 8-1-10 Temporary Service

Any person desiring temporary lighting and power service from the city during the construction activities before permanent power is installed shall pay a nonrefundable temporary meter fee of one hundred five dollars (\$105.00) (single phase or 3-phase) for the ~~meter to secure payment of electricity used~~ installation of the meter. The usage and base charges for the temporary meter will depend on the classification ~~of the person applying for the service~~ of the type of service requested. If the service will be used for primarily commercial use, the applicants will pay for the temporary electrical service at the commercial electric rate. If the service will primarily be used for residential use, the applicant will pay for the temporary electrical service at the residential rate. (Ord. 2008-24, 12-2-2008). In addition to the temporary meter fee, accounts established with temporary meters are also subject to the deposit requirements as outlined in 8-1-9.

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED, APPROVED AND ADOPTED
ON THIRD AND FINAL READING. _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

MEETING DATE: DECEMBER 4, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Ordinance 2012-20 General Conditions Governing City Supplied Utilities

ACTION TO BE TAKEN:

Approve Ordinance 2012-20 General Conditions Governing City Supplied Utilities

SUMMARY OF INFORMATION:

Over the past year or two, City staff has experienced several situations involving property ownership transfers and changes in tenancy for which the current ordinance language does not provide sufficient authority to properly address the circumstances.

Changes in Property Ownership: On many occasions a property will sell to a new owner and the seller will call to notify the City of the sale. Because the City's contract is with the current owner we are not able to establish a utility account for the buyer until the buyer submits an application for service and meets the deposit requirements for establishing new service. We frequently have buyers who do not contact the City in a timely manner and therefore bills continue to be sent to the seller. Once the buyer has provided the necessary information to establish the account staff must manually pro-rate bills between the seller's and buyer's accounts. We have also had situations in which a property has been sold and the buyer refuses to establish a utility account with the City and refuses to be responsible for charges incurred. This typically occurs when a property is vacant or the buyer plans to renovate before occupying the property. Under the current ordinance language the City has no authority to bill a new owner unless that person has completed an application for service. This updated language would allow the City to establish an account for the buyer and begin billing charges to their account prior to receipt of an application for service.

Changes in Property Tenancy: When utility services are billed in a tenant's name, the City continues to bill the tenant until the City is notified the tenant is no longer occupying that location. We frequently have situations where the tenant moves out but does not notify the City for several weeks or more. When they finally do notify the City and provides information regarding their move out date, that information cannot always be confirmed by the property owner or landlord. Often, a landlord refuses to pay the charges because the tenant still has a lease in place. The tenant then refuses to pay the charges because they no longer lived at the property during the time frame in question. This places City staff in a situation where they are the go-between for the tenant and landlord in trying to determine who is responsible for which charges. The City's contract for the utility service is with the tenant and continues until the City is notified otherwise therefore we believe it is the tenant's responsibility to notify the City when they wish to terminate service. If the tenant fails to notify the City in a timely manner, City staff should not be placed in the position of mediating a residency dispute

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between the tenant and the landlord. This updated language to the ordinance places the responsibility on the tenant to work out any disputed charges between them and their landlord.

FISCAL IMPACT

N/A

ALTERNATIVES

1. Approve the Ordinance as presented
2. Modify the Ordinance
3. Leave the Ordinance as it is

ATTACHMENTS

Ordinance 2012-20

AGENDA & SUMMARY REPORT TO:

None

ORDINANCE 2012-20

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8 CHAPTER 1 ARTICLE II, OF THE CODY CITY CODE TO MODIFY GENERAL CONDITIONS GOVERNING CITY SUPPLIED UTILITIES.

Article II, Section 8-1-8 shall be hereby amended as follows:

Sec. 8-1-8 General Conditions Governing City Supplied Utilities

A. Execution Of Contract For Purchase Of Electricity For Use By The City: The mayor and city council shall sign and execute any contract that may be made with any utility, federal or state agency, department or any municipality or joint powers board concerning the purchase of electrical energy for use by the city that may be approved by resolution of the city council.

B. Service Nontransferable Without Advance Approval: The electrical service furnished by the city is intended to be used by the actual customer that has entered into the contract with the city for the uses contemplated by the rate category of the service. This service is not to be resold, assigned, used or extended off of the tract of land served for the use or benefit of any other individual, corporation or other entity in advance of receiving the specific written approval of the city administrator or his/her designee. (Ord. 2004-08, 8-2-2004)

C. Changes in Property Ownership: In the case of a change in ownership of any property to which the City of Cody provides utility services, it is the responsibility of the new owner/ transferee to establish a utility account by completing an application for utility service and complying with the deposit requirements as outlined in 8-1-9 as of the date of sale, transfer or conveyance. If the new owner/transferee establishes the utility account after the date of sale, transfer or conveyance the new owner/transferee shall be responsible for payment of all charges incurred back to the date of sale, transfer or conveyance of the property. In the event the new owner/transferee fails to comply with the application and deposit requirements the City of Cody reserves the right to establish a utility account in the name of the new owner/transferee. In the case of foreclosures, the date of sale, transfer or conveyance shall be the date of the foreclosure sale as confirmed by the Park County Sheriff's Office.

D. Changes in Property Tenancy: In cases where a tenant is provided utility services by the City of Cody and the services are billed in the tenant's name it is the responsibility of the tenant to notify the City of Cody in advance of when the tenant vacates the property and requests to terminate utility service. A tenant's services may also be terminated by the City of Cody without a request from the tenant if notification is received from a landlord or property owner or upon receipt of an application for utility service from a new tenant. If a tenant fails to notify the City of Cody to terminate services as of the actual date the tenant vacated the property, the City of Cody shall terminate services as of the date the notice to terminate is received. The tenant shall be responsible for all charges incurred through the date of termination and no adjustment of charges shall be made to a tenant's bill for a tenant's failure to provide a timely termination notice to the City of Cody as required.

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING

PASSED, APPROVED AND ADOPTED
ON THIRD AND FINAL READING.

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

MEETING DATE: DECEMBER 4, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Resolution 2012-31 Authorizing the City Administrator or his/her Designee to Discontinue the Billing of Utility Base Charges under Specified Circumstances

ACTION TO BE TAKEN:

Approve Resolution 2012-31

SUMMARY OF INFORMATION:

Over the past year or two, City staff has experienced several situations involving billing issues with foreclosed properties, properties of deceased customers and abandoned/long-term vacant properties.

The current ordinances do not provide any mechanism to discontinue billing base charges however there are some circumstances where it would be to the City's benefit to do so.

Foreclosures: We have had situations in the recent months where a property is in the foreclosure process and the owner has vacated the premises but the foreclosing bank has not physically taken possession of the property and the foreclosure sale has not been completed. In these cases the electric and/or water meters have been pulled and the only charges being incurred are the mandatory base fees. The City pursues payment through a collection agency but has not been able to recover payment.

Deceased/Estate Accounts: We currently have several properties that are still owned by deceased customers or their estate and there is no probate filed or no estate assets to pay the continuing utility charges and no family member or representative has taken responsibility for the property. In these cases the electric and/or water meters have been pulled and the only charges being incurred are the mandatory base fees. The City pursues payment through a collection agency but has not been able to recover payment.

Abandoned and Long-Term Vacant Properties – We currently have situations where a property has been vacant for a long period of time, the ownership has not changed but the owner refuses to pay the utility charges. In these cases the electric and/or water meters have been pulled and the only charges being incurred are the mandatory base fees. The City pursues payment through a collection agency but has not been able to recover payment.

In all the above situations, these base charges continue to accumulate and eventually become uncollectible which increases the City's bad debt write offs. This resolution would give the authority to the City Administrator or her designee to discontinue billing base charges in these situations when the

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specific criteria outlined in the Resolution has been met. This would reduce the amount of bad debt being generated and eliminate the additional staff time required for tracking these accounts and continuing follow up on accounts that will never be paid.

FISCAL IMPACT

Reduction in the City's bad debt write off would occur, although it would be difficult to estimate how much future financial impact it would have.

ALTERNATIVES

1. Approve the Resolution as presented
2. Modify the Resolution
3. Do not approve the Resolution

ATTACHMENTS

Resolution 2012-31

AGENDA & SUMMARY REPORT TO:

None

RESOLUTION 2012 - 31

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HIS/HER DESIGNEE TO DISCONTINUE THE BILLING OF UTILITY BASE CHARGES UNDER SPECIFIED CIRCUMSTANCES.

WHEREAS, the City of Cody provides utility services including electric, water, wastewater, and solid waste to customers; and

WHEREAS, City Ordinances governing these utility services require the assessment and payment of monthly base fees; and

WHEREAS, the City of Cody generally does not discontinue the billing of these base fees unless utility services are permanently removed from the property; and

WHEREAS, the governing body and administration understand that occasionally there are extenuating circumstances under which it is to the City's benefit to discontinue billing base fees;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby establishes a policy for discontinuing the billing of utility base charges under the following circumstances:

1. Foreclosures – in cases where (1) utility services are provided to a property where a foreclosure sale has occurred and; (2) a new utility account has not been established by another person or entity and; (3) the electric meter is removed and; (4) the water meter is removed and/or water service is disconnected at the curb stop, the City Administrator or his/her designee may authorize that the billing of utility base fees be discontinued until such time as an electric meter is reinstalled and/or water service is restored to the property.
2. Estate Accounts - in cases where (1) utility services are provided to a property and the owner of the property is deceased and; (2) a new utility account has not been established by another person or entity and; (3) the electric meter is removed and; (4) the water meter is removed and/or water service is disconnected at the curb stop, the City Administrator or his/her designee may authorize that the billing of utility base fees be discontinued until such time as an electric meter is reinstalled and/or water service is restored to the property.
3. Abandoned or Long-Term Vacant Properties - in cases where (1) utility services are provided to a property and the property has been abandoned and/or vacant for a period of 6 consecutive months and; (2) a new utility account has not been established by another person or entity and; (3) the

electric meter is removed and; (4) the water meter is removed and/or water service is disconnected at the curb stop and: (5) utility bills are not being paid, the City Administrator or his/her designee may authorize that the billing of utility base fees be discontinued until such time as an electric meter is reinstalled and/or water service is restored to the property. This criteria for the discontinuance of base fees shall not be applicable if the owner or resident of the property occupies or rents the property on a seasonal or periodic basis.

PASSED, APPROVED AND ADOPTED ON THIS 20th DAY OF NOVEMBER, 2012.

Mayor Nancy Tia Brown

ATTEST:

Cynthia D. Baker, Administrative Services Officer