

# City of Cody City Council

## AGENDA

Tuesday, April 16, 2013 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Agenda Review and Approval

Mayor's Recognitions and Announcements

1. Consent Calendar: All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.
  - a. Approval of Minutes of the Special Meeting from 3/28/13, and Regular Meeting Minutes from 4/2/13.
  - b. Approve vouchers and payroll in the amount of \$1,479,134.91.
  - c. Consider a request from the Cody Fire Department to close 11th Street between Sheridan Avenue and Beck Avenue from 12:00 p.m. on Friday, May 3<sup>rd</sup> to 4:00 p.m. on Sunday, May 5, 2013 for the 39th annual Cody Fire School and authorize the Cody Fire Department to utilize City barricades.
  - d. Consider a request by Clark Management Company to close 12th Street between Sheridan Avenue and Beck Avenue on Friday, May 10, 2013 at 9:00 a.m. through Saturday, May 11, 2013 at 9:00 p.m. for the Best of the Rockies Horse Sale, authorize the use of additional barricades from the City to close off the alleys between Sheridan and Beck and to close 12th Street at Sheridan and Beck, consider a request from the Irma Hotel for an open container permit for Saturday, May 11, 2013 from 10:00 a.m. to midnight, and approve with the recommendations outlined by staff.
  - e. Consider a request by the Cody Gunfighter's to close 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from June 1, 2013 through September 30, 2013 from 5:30 p.m. to 7:00 p.m. for their nightly event and approve with the recommendations outlined by staff.
  - f. Consider a request to retire Abby, a Police K-9 detection dog, and transfer ownership to Abby's handler, Cody Police Sergeant Beau Egger and authorize the Mayor to sign said agreement for this matter.
  - g. Consider authorizing the Mayor to sign the SSBCI quarterly Certification on Use-of-Allocated Funds.
  - h. Consider authorization of Change Order #1 for the Cody Stampede Grounds grant project to add back in the deduction #1, for the lighted letters and electric work for the sign portion of the project in the amount of \$12, 932, changing the overall project cost to \$555,224.
  - i. Consider authorizing the Mayor to enter into and sign a Project Development and Administration Agreement between the City of Cody and Forward Cody and Park County Arena Board as it relates to the Wyoming Business Ready Communities-Planning Grant for the purchase and installation of new bleachers at the Victor J. Riley Arena.
  - j. Consider a request from Wanda Midthun to amend the agreement between the City of Cody and Wand Midthun to allow an increase of the mini golf round fees by one dollar for each round of golf sold.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
  - a. A public hearing to determine if it is in the public interest to approve the transfer of location of the winery permit held by Buffalo Jump Wines, LLC from 2526 Mountain View Drive to 1326 Beck Avenue.
4. Conduct of Business
  - a. Consider approving the transfer of location of the winery permit held by Buffalo Jump Wines, LLC from 2526 Mountain View Drive to 1326 Beck Avenue contingent upon transfer of the Federal license and meeting all applicable zoning and building regulations.  
Staff Reference: Cindy Baker, Administrative Services Officer  
Spokesperson: Scott Wagner, Buffalo Jump Wines, LLC
  - b. Consider approval of a preliminary plat for the Boydston Minor Subdivision, with conditions, as recommended by the Planning, Zoning and Adjustment Board.  
Staff Reference: Todd Stowell, City Planner
  - c. Consider a request from Linda and Gary Downer, owners of Cody Sports and Pawn, to allow Blacksmithing Demonstration in front of their store at 1131 12<sup>th</sup> Street and waive the two hour parking restriction for the parking space in which the demonstration would occur.  
Staff Reference: Steve Payne, Public Works Director  
Spokesperson: Linda Downer, Cody Sports and Pawn
  - d. Consider awarding a professional services contract to Sage Civil Engineering for the design, bid and construction observation and administration duties associated with the 29<sup>th</sup> Street Pathway and authorize the Mayor to enter into and sign the contract contingent upon review and approval by the City Attorney and WYDOT.  
Staff Reference: Steve Payne, Public Works Director
  - e. Consider awarding the quote for the 2013 Multiple Sanitary Sewer Main Rehabilitation project to Planned and Engineered Construction Inc. (PEC) in the amount of \$65,000 and authorize the Mayor to enter into and sign a contract contingent upon review and approval by the City Attorney.  
Staff Reference: Steve Payne, Public Works Director
  - f. Consider authorizing the Mayor to enter into and sign a professional services contract between the City of Cody and Penn Credit Corporation and Municipal Services Bureau for collection services for delinquent court fines contingent upon review and approval by the City Attorney.  
Staff Reference: Leslie Brumage, Finance Officer
  - g. **ORDINANCE 2013-05 – 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 SERVICE CHARGES.**

Staff Reference: Leslie Brumage, Finance Officer

- h. ORDINANCE 2013-06 – FIRST READING**  
**AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 4, CHAPTER 4, ARTICLE III OF THE CODY CITY CODE TO MODIFY GARBAGE FEE SCHEDULE.**  
Staff Reference: Leslie Brumage, Finance Officer
- i. ORDINANCE 2013-07 – FIRST READING**  
**AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 2, ARTICLE II OF THE CODY CITY CODE TO MODIFY WATER FEE SCHEDULE.**  
Staff Reference: Leslie Brumage, Finance Officer
- j. ORDINANCE 2013-08 – FIRST READING**  
**AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 3, ARTICLE I OF THE CODY CITY CODE TO MODIFY SEWER FEE SCHEDULE.**  
Staff Reference: Leslie Brumage, Finance Officer
- k. ORDINANCE 2013-09 – FIRST READING**  
**AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 3, ARTICLE 1 OF THE CODY CITY CODE TO MODIFY SEWER USE FEES; TIME OF PAYMENT; FAILURE TO PAY.**  
Staff Reference: Leslie Brumage, Finance Officer
- l. ORDINANCE 2013-10 – FIRST READING**  
**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES.**  
Staff Reference: Jenni Rosencranse, City Administrator
- m. ORDINANCE 2013-11 – FIRST READING**  
**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14(D) OF THE CITY OF CODY CODE: OPEN CONTAINERS IN PUBLIC STREETS, SCHOOL GROUNDS, PARKS, ETC.**  
Staff Reference: Jenni Rosencranse, City Administrator
- n. ORDINANCE 2013-12 – FIRST READING**  
**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE I, SECTION 8 OF THE CITY OF CODY CODE: LICENSE FEES**  
Staff Reference: Jenni Rosencranse, City Administrator
- o. RESOLUTION 2013-07**  
**A RESOLUTION ADOPTING THE 2013 ELECTRICAL DISTRIBUTION STANDARDS POLICY**  
Staff Reference: Steve Payne, Public Works Director
- p. RESOLUTION 2013-08**  
**A RESOLUTION ESTABLISHING A USER FEE SCHEDULE FOR THE ANNUAL LARGE ITEM PICKUP SERVICE AND A TREE AND BRUSH REMOVAL SERVICE.**

q. **RESOLUTION 2013-09**

**A RESOLUTION AMENDING THE FY12-13 BUDGET.**

Staff Reference: Leslie Brumage, Finance Officer

r. **RESOLUTION 2013-10**

**A RESOLUTION AUTHORIZING SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING FOR SHOSHONE RIVERWAY PROJECT AND REALLOCATION OF FUNDS FOR THE 16<sup>TH</sup> STREET STORM SEWER PROJECT.**

Staff Reference: Jenni Rosencranse, City Administrator

s. **RESOLUTION 2013-11**

**A RESOLUTION AUTHORIZING SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING FOR THE CABLE REPLACEMENT PROJECT PHASE II AND REALLOCATION OF FUNDS FOR THE 16<sup>TH</sup> STREET STORM SEWER PROJECT.**

Staff Reference: Jenni Rosencranse, City Administrator

5. Tabled Items

6. Matters from Staff Members or Council Members

**City of Cody  
Council Proceedings  
Thursday, March 28, 2013**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, March 28, 2013 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Bryan Edwards, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz, Jenni Rosencranse, City Administrator, Scott Kolpitcke, City Attorney and Sara Wead, Assistant Administrative Services Officer.

Absent: None

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

Council Member Wolz made a motion seconded by Council Member Edwards to approve entering into a Reimbursement Agreement between the City of Cody and Cody Country Chamber of Commerce as it relates to the opening of the east entrance to Yellowstone National Park and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney. Vote was unanimous.

Council Member Edwards made a motion seconded by Council Member Miller to approve entering into a Cooperative Agreement between the City of Cody and the Wyoming Department of Transportation for the purpose of removing snow from the east entrance road in Yellowstone National Park and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Miller to contribute \$5000 from the lodging tax contingency fund, for the expense associated with the plowing and snow removal on the east entrance road in Yellowstone National Park. Voting in favor were Council Members Miller, Wolz, Anderson, Edwards, Fritz and Mayor Brown. Voting opposed was Council Member Greer. Motion carried.

Council discussed the agenda for the April 2, 2013 meeting.

Rick Manchester, Parks, Recreation and Facilities Director provided a status as to the closing of the west entryway to the Dog Park and also discussed the possibility taking over the girls softball program.

Steve Payne, Public Works Director reported the West Strip water project will begin next week and the project is planned to be complete in a month, and raw water valve work and pump cleaning has begun for the season.

Jenni Rosencranse, City Administrator informed Council the rate increase to health insurance will be approximately 8.5%.

Council Member Miller made a motion seconded by Council Member Greer to enter into executive session at 5:20 p.m. pursuant to Wyoming State Statute 16-4-405 to discuss personnel matters. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Wolz to exit out of executive session at 6:24 p.m. Vote was unanimous.

There being no further discussion, the meeting adjourned at 6:24 p.m.

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Sara Wead  
Assistant Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, April 2, 2013**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 2, 2013 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council President Steve Miller, Council Members Donny Anderson, Jerry Fritz and Stan Wolz, City Administrator Jenni Rosencranse, City Attorney Scott Kolpitcke, and Assistant Administrative Services Officer, Sara Wead.

Absent: Council Members Brian Edwards and Landon Greer.

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

Mayor Brown read the proclamation designating April 27, 2013 as Arbor-Earth Day.

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

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent agenda as presented including: approval of Minutes of the Special Work Session Meeting from 3/14/13, 3/22/13, and Regular Meeting Minutes from 3/19/13; and approval vouchers and payroll in the amount of \$469,983.50.

Council Member Wolz made a motion seconded by Council Member Fritz to approve a request from Sisters on the Fly to spend a single night camping in the Cody Auditorium parking lot on Saturday, June 29, 2013. Voting in favor were Council Members Anderson, Fritz, Wolz and Mayor Brown. Voting opposed was Council Member Miller. Motion carried.

Council Member Miller made a motion seconded by Council Member Anderson to approve Change Order No. 2 to the Professional Services Contract with GDA for the West Strip Main Project and authorize the Mayor to sign the change order. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve a voucher in the amount of \$4,031.00 to GDA Engineers. Vote was unanimous.

Jenni Rosencranse, City Administrator reminded the Council and public that a meeting will be held next Wednesday evening at the Cody Club Room at 6:30pm to update the public on the Master Plan, answer questions and receive comments.

Steve Payne, Public Works Director explained that the date the raw water comes on is based on the raw water coming into the Cody Canal beginning April 15<sup>th</sup> and the levels needed in the Markham and New Cody lakes in order to fill the water tanks.

Council Member Fritz gave an update that the route to Yellowstone has been plowed to mile marker 6.

There being no further business, Mayor Brown adjourned the meeting at 7:46 p.m.

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Sara Wead  
Assistant Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>813-NCPERS WYOMING</b>							
<b>125412</b>							
	040113	PREMIUM	04/01/2013	416.00	416.00	04/01/2013	
Total 125412:				416.00	416.00		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	252003	SUPPLIES	03/08/2013	28.76	28.76	04/17/2013	
	252114	RUBBING COMPOUND - POOL	03/11/2013	79.80	79.80	04/17/2013	
	252348	BUNGEE CORD / TOOLS / GLO	03/14/2013	26.57	26.57	04/17/2013	
	252348	BUNGEE CORD / TOOLS / GLO	03/14/2013	6.49	6.49	04/17/2013	
	252694	SUPPLIES	03/20/2013	28.85	28.85	04/17/2013	
	252731	REPAIR DOOR - POOL	03/20/2013	11.99	11.99	04/17/2013	
	252766	SUPPLIES	03/21/2013	2.40	2.40	04/17/2013	
	252777	IRRIGATION SUPPLIES	03/21/2013	9.49	9.49	04/17/2013	
	252788	REPAIR POOL DOOR	03/21/2013	1.32	1.32	04/17/2013	
	252809	POOL CLOSING - EXPENSE	03/22/2013	17.98	17.98	04/17/2013	
	252854	KNIVES / BAGS	03/23/2013	16.77	16.77	04/17/2013	
	252903	LUBE / TRASH BAGS / SNAP	03/24/2013	17.57	17.57	04/17/2013	
	252913	TRASH BAGS	03/25/2013	6.00	6.00	04/17/2013	
	252958	SUPPLIES	03/25/2013	2.05	2.05	04/17/2013	
	252982	VOLT TESTER	03/25/2013	8.49	8.49	04/17/2013	
	253006	SUPPLIES	03/26/2013	4.80	4.80	04/17/2013	
	253120	IRRIGATION MAINT.	03/28/2013	5.99	5.99	04/17/2013	
	253128	SHOP SUPPLIES	03/28/2013	23.99	23.99	04/17/2013	
	253151	IRRIGATION MAINT.	03/28/2013	4.99	4.99	04/17/2013	
	253305	GLOVES	04/01/2013	19.99	19.99	04/17/2013	
	253332	STORAGE BAG	04/01/2013	4.29	4.29	04/17/2013	
	253383	HEAD LAMP / BATTERIES	04/02/2013	27.98	27.98	04/17/2013	
	253391	IRRIGATION SUPPLIES	04/02/2013	10.48	10.48	04/17/2013	
	253414	OFFICE REMODEL SUPPLIES	04/02/2013	40.04	40.04	04/17/2013	
	253421	OFFICE REMODEL SUPPLIES	04/02/2013	33.98	33.98	04/17/2013	
	253445	SUPPLIES	04/03/2013	12.98	12.98	04/17/2013	
	253459	BATTERIES	04/03/2013	5.99	5.99	04/17/2013	
	253464	IRRIGATION SUPPLIES	04/03/2013	15.99	15.99	04/17/2013	
	253480	SUPPLIES	04/03/2013	9.69	9.69	04/17/2013	
	253578	SUPPLIES	04/05/2013	85.75	85.75	04/17/2013	
	253588	SUPPLIES	04/05/2013	44.20	44.20	04/17/2013	
Total 2390:				615.66	615.66		
<b>ACKER ELECTRIC</b>							
<b>270</b>							
	28485	REPAIR BALLASTS	01/24/2013	880.00	880.00	04/17/2013	
	28486	REPAIR BALLASTS / EMERGEN	01/24/2013	1,852.05	1,852.05	04/17/2013	
	28488	SOLENOID	01/24/2013	146.31	146.31	04/17/2013	
Total 270:				2,878.36	2,878.36		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	10392	CYCLE 3 OUTSOURCE BILLS	03/31/2013	437.55	437.55	04/17/2013	
Total 129162:				437.55	437.55		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ALSCO</b>							
<b>126551</b>							
	914951	TOWELS	03/25/2013	47.99	47.99	04/17/2013	
	916779	TOWELS	04/01/2013	117.93	117.93	04/17/2013	
	LBIL908062	RUGS - CITY HALL	02/26/2013	50.63	50.63	04/17/2013	
	LBIL915363	RUGS - CITY HALL	03/26/2013	50.63	50.63	04/17/2013	
Total 126551:				267.18	267.18		
<b>AMERICAN FAMILY LIFE ASSUR</b>							
<b>550</b>							
	040113	PREMIUM	04/01/2013	2,199.73	2,199.73	04/01/2013	
Total 550:				2,199.73	2,199.73		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	02171627	SUPPLIES	03/31/2013	60.45	60.45	04/17/2013	
	02171628	CYLINDER RENTAL	03/31/2013	48.36	48.36	04/17/2013	
Total 128592:				108.81	108.81		
<b>ARMSTRONG, CAROL</b>							
<b>127113</b>							
	13704073	REFUND UTILITY DEPOSIT	04/01/2013	163.45	163.45	04/17/2013	
Total 127113:				163.45	163.45		
<b>ASCAP</b>							
<b>127781</b>							
	500578-467	RENEW RADIO LICENSE	03/20/2013	328.75	328.75	04/17/2013	
Total 127781:				328.75	328.75		
<b>BEARTOOTH COUNTRY FLOWERS</b>							
<b>128822</b>							
	001843	FLORAL ARRANGEMENT	03/23/2013	103.49	103.49	04/17/2013	
Total 128822:				103.49	103.49		
<b>BIG HORN HORTICULTURAL SERVICE</b>							
<b>123189</b>							
	232727	RIGHT OF WAY CLEARING	04/02/2013	2,375.00	2,375.00	04/17/2013	
Total 123189:				2,375.00	2,375.00		
<b>BIG HORN PAINT</b>							
<b>1180</b>							
	0057538	PAINT - DRAW ST DOORS	04/03/2013	54.99	54.99	04/17/2013	
Total 1180:				54.99	54.99		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	6812	COFFEE FILTERS	03/21/2013	13.25	13.25	04/17/2013	
	6833	OFFICE SUPPLIES	03/25/2013	59.59	59.59	04/17/2013	
	6841	DISPENSER REPLACEMENT	03/26/2013	22.50	22.50	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	6893	MATERIAL & SUPPLIES	03/28/2013	418.51	418.51	04/17/2013	
	6893	MATERIAL & SUPPLIES	03/28/2013	117.52	117.52	04/17/2013	
Total 1210:				631.37	631.37		
<b>BIG VALLEY BEARING &amp; SUPPLY</b>							
<b>1220</b>	109117	BEARINGS - F07	03/21/2013	219.22	219.22	04/17/2013	
Total 1220:				219.22	219.22		
<b>BLANK, ROBERT</b>							
<b>129651</b>	040213	WITNESS FEES MC-1301-049	04/02/2013	15.00	15.00	04/17/2013	
Total 129651:				15.00	15.00		
<b>BLOEDORN LUMBER</b>							
<b>1590</b>	1031138	SUPPLIES	04/01/2013	91.84	91.84	04/17/2013	
	1038596	SUPPLIES	04/05/2013	34.93	34.93	04/17/2013	
Total 1590:				126.77	126.77		
<b>BOOT BARN, INC</b>							
<b>128267</b>	157788	UNIFORMS - EL DEPT	04/05/2013	482.90	482.90	04/17/2013	
Total 128267:				482.90	482.90		
<b>BRESNAN COMMUNICATIONS</b>							
<b>123538</b>	032013CH	INTERNET - CITY HALL	03/20/2013	99.95	99.95	04/17/2013	
Total 123538:				99.95	99.95		
<b>BUCKSTITCH CANVAS &amp; LEATHER</b>							
<b>1555</b>	2354	CANVAS COVERS - DE-ICER	03/25/2013	113.50	113.50	04/17/2013	
Total 1555:				113.50	113.50		
<b>C &amp; C WELDING</b>							
<b>1690</b>	16029	SANITATION - C02	03/26/2013	1,449.20	1,449.20	04/17/2013	
Total 1690:				1,449.20	1,449.20		
<b>CARPET HUT</b>							
<b>1860</b>	032913	BUILDING SUPPLIES	03/29/2013	119.96	119.96	04/17/2013	
	15749	POOL CLOSING - EXPENSE	03/06/2013	66.20	66.20	04/17/2013	
Total 1860:				186.16	186.16		
<b>CARQUEST AUTO PARTS</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
10200	2874-215830	REPAIR PARTS	03/01/2013	23.13	23.13	04/17/2013	
	2874-215847	SUPPLIES - EL	03/01/2013	15.40	15.40	04/17/2013	
	2874-215874	REPAIR PARTS	03/01/2013	77.43	77.43	04/17/2013	
	2874-215975	REPAIR PARTS	03/04/2013	1.22	1.22	04/17/2013	
	2874-215980	REPAIR PARTS	03/04/2013	2.78	2.78	04/17/2013	
	2874-216021	REPAIR PARTS	03/04/2013	10.42	10.42	04/17/2013	
	2874-216365	REPAIR PARTS	03/08/2013	60.66	60.66	04/17/2013	
	2874-216446	REPAIR PARTS	03/11/2013	70.32	70.32	04/17/2013	
	2874-216553	REPAIR PARTS	03/12/2013	13.43	13.43	04/17/2013	
	2874-216586	REPAIR PARTS	03/12/2013	13.75	13.75	04/17/2013	
	2874-216605	CREDIT FOR RETURNED INVEN	03/12/2013	113.88-	113.88-	04/17/2013	
	2874-216667	REPAIR PARTS	03/13/2013	192.36	192.36	04/17/2013	
	2874-216687	REPAIR PARTS	03/13/2013	43.01	43.01	04/17/2013	
	2874-216716	REPAIR PARTS	03/14/2013	12.92	12.92	04/17/2013	
	2874-216750	REPAIR PARTS	03/14/2013	31.14	31.14	04/17/2013	
	2874-216806	REPAIR PARTS	03/15/2013	7.69	7.69	04/17/2013	
	2874-216825	REPAIR PARTS	03/15/2013	6.87	6.87	04/17/2013	
	2874-216850	REPAIR PARTS	03/15/2013	37.82	37.82	04/17/2013	
	2874-216946	REPAIR PARTS	03/18/2013	2.07	2.07	04/17/2013	
	2874-217017	CREDIT FOR RETURNED PART	03/18/2013	166.60-	166.60-	04/17/2013	
	2874-217018	REPAIR PARTS	03/18/2013	176.60	176.60	04/17/2013	
	2874-217019	CREDIT FOR RETURNED PART	03/18/2013	176.60-	176.60-	04/17/2013	
	2874-217020	REPAIR PARTS	03/18/2013	156.60	156.60	04/17/2013	
	2874-217064	REPAIR PARTS	03/19/2013	2.42	2.42	04/17/2013	
	2874-217089	REPAIR PARTS	03/20/2013	31.14	31.14	04/17/2013	
	2874-217102	REPAIR PARTS	03/20/2013	20.35	20.35	04/17/2013	
	2874-217135	REPAIR PARTS	03/20/2013	41.27	41.27	04/17/2013	
	2874-217173	REPAIR PARTS	03/21/2013	23.56	23.56	04/17/2013	
	2874-217205	REPAIR PARTS	03/21/2013	1.96	1.96	04/17/2013	
	2874-217266	REPAIR PARTS	03/22/2013	2.42	2.42	04/17/2013	
	2874-217298	REPAIR PARTS	03/22/2013	22.36	22.36	04/17/2013	
	2874-217300	CREDIT FOR RETURNED PART	03/22/2013	22.36-	22.36-	04/17/2013	
	2874-217310	EQUIPMENT REPAIR - EL	03/22/2013	6.99	6.99	04/17/2013	
	2874-217385	REPAIR PARTS	03/25/2013	14.74	14.74	04/17/2013	
	2874-217524	SUPPLIES	03/26/2013	7.91	7.91	04/17/2013	
	2874-217531	REPAIR PARTS	03/26/2013	21.43	21.43	04/17/2013	
	2874-217575	REPAIR PARTS	03/27/2013	5.20	5.20	04/17/2013	
	2874-217618	REPAIR PARTS	03/27/2013	70.92	70.92	04/17/2013	
	2874-217644	REPAIR PARTS	03/27/2013	12.54	12.54	04/17/2013	
	2874-217667	REPAIR PARTS	03/28/2013	128.66	128.66	04/17/2013	
	2874-217668	REPAIR PARTS	03/28/2013	25.67	25.67	04/17/2013	
	2874-217713	REPAIR PARTS	03/28/2013	235.23	235.23	04/17/2013	
	2874-217717	CREDIT FOR RETURNED PART	03/28/2013	4.98-	4.98-	04/17/2013	
	2874-217823	REPAIR PARTS	03/29/2013	10.03	10.03	04/17/2013	
Total 10200:				1,156.00	1,156.00		
<b>CAUCUTT, MARY</b> <b>129590</b>	040213	RESTITUTION FROM MC-1210-0	04/02/2013	100.00	100.00	04/17/2013	
Total 129590:				100.00	100.00		
<b>CAUSEY JR, JAMES</b> <b>129656</b>	3243012	UTILITY REFUND	04/05/2013	92.44	92.44	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129656:				92.44	92.44		
<b>CENTURY LINK</b>							
<b>10091</b>							
	040113	PHONE CHARGES	04/01/2013	1,156.80	1,156.80	04/17/2013	
Total 10091:				1,156.80	1,156.80		
<b>CHADWICK VETERINARY HOSPITAL</b>							
<b>2130</b>							
	0088744	FERAL CAT - CASE 13-422	04/03/2013	90.00	90.00	04/17/2013	
	0088748	FERAL CATE - CASE 13-427	04/04/2013	55.00	55.00	04/17/2013	
Total 2130:				145.00	145.00		
<b>CHENEY, RHONDA</b>							
<b>127267</b>							
	4080037	UTILITY DEPOSIT REFUND	04/05/2013	77.95	77.95	04/17/2013	
Total 127267:				77.95	77.95		
<b>CITY OF CODY</b>							
<b>2260</b>							
	032913	UTILITIES	03/29/2013	107.06	107.06	04/17/2013	
	032913	UTILITIES	03/29/2013	210.00	210.00	04/17/2013	
	032913	UTILITIES	03/29/2013	887.39	887.39	04/17/2013	
	032913	UTILITIES	03/29/2013	366.45	366.45	04/17/2013	
	032913	UTILITIES	03/29/2013	255.41	255.41	04/17/2013	
	040913	UTILITIES	04/09/2013	605.46	605.46	04/17/2013	
	040913	UTILITIES	04/09/2013	136.59	136.59	04/17/2013	
	040913	UTILITIES	04/09/2013	93.59	93.59	04/17/2013	
	040913	UTILITIES	04/09/2013	985.20	985.20	04/17/2013	
	040913	UTILITIES	04/09/2013	8,652.38	8,652.38	04/17/2013	
	040913	UTILITIES	04/09/2013	46.75	46.75	04/17/2013	
Total 2260:				12,346.28	12,346.28		
<b>CLARK SAFETY/LOSS CONTROL</b>							
<b>2290</b>							
	4929	SAFETY MEETING	03/22/2013	409.20	409.20	04/17/2013	
Total 2290:				409.20	409.20		
<b>CODY CAB</b>							
<b>129079</b>							
	032613	TIPSY TAXI VOUCHERS (11-12)	03/26/2013	7.00	7.00	04/17/2013	
	032613	TIPSY TAXI VOUCHERS (12-13)	03/26/2013	98.00	98.00	04/17/2013	
Total 129079:				105.00	105.00		
<b>CODY CHAMBER OF COMMERCE</b>							
<b>124707</b>							
	4221	CODY BUCKS - TOBACCO COM	04/02/2013	130.00	130.00	04/17/2013	
Total 124707:				130.00	130.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>CODY ENTERPRISE</b>							
<b>2590</b>							
	033113	ADVERTISING	03/31/2013	4,138.50	4,138.50	04/17/2013	
Total 2590:				4,138.50	4,138.50		
<b>CODY WINNELSON COMPANY</b>							
<b>2850</b>							
	125755-00	SUPPLIES	03/18/2013	12.24	12.24	04/17/2013	
Total 2850:				12.24	12.24		
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>							
<b>3140</b>							
	040313	LEGAL SERVICES	04/03/2013	6,396.25	6,396.25	04/17/2013	
Total 3140:				6,396.25	6,396.25		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1428136-00	REPAIR SOUND PANEL	03/19/2013	23.63	23.63	04/17/2013	
	1429061-00	NEW SERVICE	03/22/2013	73.01	73.01	04/17/2013	
	1430462-00	LIGHT BULBS	03/27/2013	14.16	14.16	04/17/2013	
	1430499-00	SUPPLIES	03/27/2013	34.80	34.80	04/17/2013	
	1430743-00	NEW SERVICES	03/28/2013	307.15	307.15	04/17/2013	
	1432414-00	OLIVE GLENN CABLE REPLACE	04/03/2013	26.56	26.56	04/17/2013	
	1432414-00	SUPPLIES	04/03/2013	9.31	9.31	04/17/2013	
Total 3300:				488.62	488.62		
<b>CUSTOM DELIVERY SERVICE</b>							
<b>3343</b>							
	170539	DELIVERY - PARTS	03/31/2013	22.77	22.77	04/17/2013	
Total 3343:				22.77	22.77		
<b>DIVISION OF VICTIM'S SERVICES</b>							
<b>124470</b>							
	040313	CRIME VICTIM'S COMP - MARC	04/03/2013	110.00	110.00	04/17/2013	
Total 124470:				110.00	110.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	032913	UTILITIES - REC CENTER	03/29/2013	1,919.77	1,919.77	04/17/2013	
	032913	UTILITIES - REC CENTER	03/29/2013	5,759.32	5,759.32	04/17/2013	
Total 2630:				7,679.09	7,679.09		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	3304034	WASTEWATER TREATMENT FA	04/04/2013	29,362.00	29,362.00	04/17/2013	
	3304035	STAMPEDE GROUNDS COMMU	04/04/2013	3,604.84	3,604.84	04/17/2013	
	3304036	GOLF COURSE CABLE REPLAC	04/04/2013	312.50	312.50	04/17/2013	
	3304047	16TH ST STORM DRAIN	04/05/2013	4,504.99	4,504.99	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4140:				37,784.33	37,784.33		
<b>ENTRE' TECHNOLOGY SERVICES LLC</b>							
<b>124491</b>							
	8915	MICROSOFT MCITP TRAINING	03/05/2013	1,900.00	1,900.00	04/17/2013	
Total 124491:				1,900.00	1,900.00		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	1054087	OIL SAMPLE BOTTLES	03/12/2013	122.00	122.00	04/17/2013	
	2920113	SWEEPER WATER PUMP - F07	03/21/2013	159.95	159.95	04/17/2013	
	CT94644	oil, hy-tran ultra	03/25/2013	829.15	829.15	04/17/2013	HYTRAN
	CT94644	BATTERIES	03/25/2013	200.88	200.88	04/17/2013	
Total 4210:				1,311.98	1,311.98		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY46461	BOLTS - SWEEPER	03/15/2013	51.87	51.87	04/17/2013	
	WYCDY46557	SUPPLIES	03/20/2013	16.35	16.35	04/17/2013	
	WYCDY46560	SWEEPER BOLTS & NUTS F07	03/20/2013	15.89	15.89	04/17/2013	
	WYCDY46574	BOLTS - POOL CLOSING	03/21/2013	9.36	9.36	04/17/2013	
	WYCDY46578	SS BOLTS - CLIMBING WALL IN	03/21/2013	168.42	168.42	04/17/2013	
	WYCDY46600	SWEEPER BOLTS FO7	03/22/2013	2.32	2.32	04/17/2013	
	WYCDY46601	CREDIT FOR RETURNED BOLT	03/22/2013	3.11-	3.11-	04/17/2013	
	WYCDY46676	SUPPLIES	03/26/2013	.70	.70	04/17/2013	
	WYCDY46677	BOLTS - C02 SANITATION	03/26/2013	1.42	1.42	04/17/2013	
	WYCDY46699	BOLTS	03/27/2013	2.48	2.48	04/17/2013	
	WYCDY46700	METER INTALL BOLTS	03/27/2013	6.05	6.05	04/17/2013	
	WYCDY46720	SUPPLIES	03/28/2013	.79	.79	04/17/2013	
	WYCDY46833	WIRE TIES	04/02/2013	3.01	3.01	04/17/2013	
Total 126018:				275.55	275.55		
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	WAP 3	WAP DDR #3	02/26/2013	168,499.00	168,499.00	04/17/2013	
Total 127450:				168,499.00	168,499.00		
<b>FREMONT MOTOR CODY INC</b>							
<b>4370</b>							
	122611	HEATER A25	03/12/2013	48.72	.00		
	122663	LATCH B20	03/15/2013	135.46	.00		
	122664	CREDIT- WIRE ASY.	03/15/2013	200.44-	.00		
	STMT 3/25/13	CREDIT ON OVERPAYMENT	03/25/2013	8.54-	.00		
Total 4370:				24.80-	.00		
<b>GAMBLES</b>							
<b>4450</b>							
	406247	RESTROOM DOOR PULLS	03/21/2013	6.98	6.98	04/17/2013	
	721755	PAINT THINNER	04/02/2013	11.79	11.79	04/17/2013	
	721764	ZIP LOCK BAGS - PARTS	04/03/2013	5.98	5.98	04/17/2013	
	721780	SUPPLIES	04/05/2013	249.99	249.99	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4450:				274.74	274.74		
<b>GARY'S VACUUM &amp; STAMPS</b>							
<b>4480</b>							
	92902	MATERIAL & SUPPLIES	03/27/2013	10.50	10.50	04/17/2013	
Total 4480:				10.50	10.50		
<b>GDA ENGINEERS</b>							
<b>4620</b>							
	00005 4/4/13	WEST STRIP WATER PROJECT	04/04/2013	3,087.99	3,087.99	04/17/2013	
Total 4620:				3,087.99	3,087.99		
<b>GREGORY, RACHEL LYANN</b>							
<b>129391</b>							
	311	TOBACCO COMPLIANCE CHEC	04/01/2013	160.00	160.00	04/17/2013	
Total 129391:				160.00	160.00		
<b>HANSEN, SHAWN</b>							
<b>129655</b>							
	10072043	UTILITY DEPOSIT REFUND	04/04/2013	16.40	16.40	04/17/2013	
Total 129655:				16.40	16.40		
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	G276784-1	AIR FRESHENER	03/28/2013	186.19	186.19	04/17/2013	
Total 128769:				186.19	186.19		
<b>HERLSON, JENNIFER</b>							
<b>129652</b>							
	040213	WITNESS FEES MC-1301-049	04/02/2013	15.00	15.00	04/17/2013	
Total 129652:				15.00	15.00		
<b>HEYDENBERK, TRAPP</b>							
<b>129033</b>							
	032913	REIMBURSE FOR TOBACCO C	03/29/2013	14.93	14.93	04/17/2013	
Total 129033:				14.93	14.93		
<b>HOMAX OIL SALES, INC.</b>							
<b>129090</b>							
	CL44419-IN	FUEL - ELECTRIC	03/31/2013	1,229.71	1,229.71	04/17/2013	
	CL44419-IN	FUEL - ELECTRIC	03/31/2013	1,240.05	1,240.05	04/17/2013	
	CL44420-IN	FUEL - SR. CENTER	03/31/2013	1,261.40	1,261.40	04/17/2013	
	CL44421-IN	FUEL - ADMIN	03/31/2013	220.46	220.46	04/17/2013	
	CL44426-IN	FUEL - ELECTRIC	03/31/2013	24.19	24.19	04/17/2013	
	CL44427-IN	FUEL - COMM DEV	03/31/2013	135.42	135.42	04/17/2013	
	CL44430-IN	FUEL - SANITATION	03/31/2013	359.25	359.25	04/17/2013	
	CL44430-IN	FUEL - SANITATION	03/31/2013	6,020.01	6,020.01	04/17/2013	
	CL44430-IN	FUEL - STREETS	03/31/2013	201.94	201.94	04/17/2013	
	CL44431-IN	FUEL - WATER DEPT	03/31/2013	688.28	688.28	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	CL44431-IN	FUEL - WATER DEPT	03/31/2013	115.19	115.19	04/17/2013	
	CL44431-IN	FUEL - ELECTRIC	03/31/2013	25.62	25.62	04/17/2013	
	CL44432-IN	FUEL - WASTE WATER	03/31/2013	550.73	550.73	04/17/2013	
	CL44432-IN	FUEL - WASTE WATER	03/31/2013	271.19	271.19	04/17/2013	
Total 129090:				12,343.44	12,343.44		
<b>HONNEN EQUIPMENT</b>							
<b>124750</b>							
	464346	FUEL CAP H02	03/25/2013	78.49	78.49	04/17/2013	
Total 124750:				78.49	78.49		
<b>ICMA RETIREMENT-457-#303143</b>							
<b>5170</b>							
	751700	Contributions	04/01/2013	6,021.66	6,021.66	04/01/2013	
Total 5170:				6,021.66	6,021.66		
<b>ICOP</b>							
<b>129056</b>							
	0004917-IN	ICOP MICROPHONE REPAIRS	04/04/2013	90.00	90.00	04/17/2013	
Total 129056:				90.00	90.00		
<b>K MART</b>							
<b>5690</b>							
	80879	REPLACEMENT FLOOR MATS	03/22/2013	19.99	19.99	04/17/2013	
Total 5690:				19.99	19.99		
<b>K3 GUEST RANCH BED &amp; BREAKFAST</b>							
<b>128257</b>							
	853	MEETING EXPENSE	03/25/2013	175.00	175.00	04/17/2013	
Total 128257:				175.00	175.00		
<b>KEEGAN &amp; WINSLOW LAW FIRM</b>							
<b>126040</b>							
	040213	PROFESSIONAL FEES	04/02/2013	90.00	90.00	04/17/2013	
Total 126040:				90.00	90.00		
<b>KENCO SECURITY &amp; TECHNOLOGY</b>							
<b>9029</b>							
	1032400	SECURITY MONITORING - LAB	04/01/2013	79.50	79.50	04/17/2013	
	1032401	SECURITY MONITORING - SHO	04/01/2013	94.50	94.50	04/17/2013	
Total 9029:				174.00	174.00		
<b>KINCHELOE PLUMBING AND HEATING</b>							
<b>5750</b>							
	139943	REPAIRS - F07	03/20/2013	33.73	33.73	04/17/2013	
	139987	RESTROOM MAINT. - HUGH SM	03/28/2013	22.16	22.16	04/17/2013	
Total 5750:				55.89	55.89		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>KOONS, JOHN H</b>							
<b>129498</b>							
	040313	RESTITUTION FROM MC-1205-0	04/03/2013	100.00	100.00	04/17/2013	
Total 129498:				100.00	100.00		
<b>KRAMES STAYWELL, LLC</b>							
<b>124776</b>							
	6870157	ARC BOOKS	03/11/2013	170.86	170.86	04/17/2013	
	6870190	PROGRAM SUPPLIES	03/11/2013	141.22	141.22	04/17/2013	
Total 124776:				312.08	312.08		
<b>LACAL EQUIPMENT INC</b>							
<b>124715</b>							
	0168708-IN	SWEEPER PARTS F07	03/28/2013	53.28	53.28	04/17/2013	
Total 124715:				53.28	53.28		
<b>LAERDAL MEDICAL CORPORATION</b>							
<b>128578</b>							
	2417530	PROGRAM SUPPLIES	03/08/2013	108.95	108.95	04/17/2013	
Total 128578:				108.95	108.95		
<b>LEGEND COMMUNICATIONS OF WY</b>							
<b>127743</b>							
	033113	ADVERTISING	03/31/2013	173.40	173.40	04/17/2013	
Total 127743:				173.40	173.40		
<b>LINCOLN COMMERCIAL POOL EQUIP</b>							
<b>125750</b>							
	SI207406	CLEANING SUPPLIES	02/28/2013	235.03	235.03	04/17/2013	
	SI207706	CLEANING SUPPLIES	03/07/2013	111.71	111.71	04/17/2013	
Total 125750:				346.74	346.74		
<b>MC CUMBER LOCKSMITH SHOP</b>							
<b>6390</b>							
	3613A	SPARE KEYS - RECYCLE CENT	03/19/2013	8.32	8.32	04/17/2013	
	3632A	KEYS	04/02/2013	2.50	2.50	04/17/2013	
Total 6390:				10.82	10.82		
<b>MEEKER INSURANCE AGENCY</b>							
<b>128486</b>							
	39346	NEW EQUIP PREMIUM	04/02/2013	70.00	70.00	04/17/2013	
Total 128486:				70.00	70.00		
<b>MERCO, INC</b>							
<b>127277</b>							
	8	INSURANCE - DETENTION PON	04/03/2013	1,015.00	1,015.00	04/17/2013	
	9	INSURANCE - DETENTION PON	04/03/2013	1,015.00	1,015.00	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127277:				2,030.00	2,030.00		
<b>MOTOR PARTS INC</b>							
<b>6820</b>							
	550428	LIGHT - ST	03/05/2013	7.99	7.99	04/17/2013	
	550787	STEAM ROOM REPAIR - FM	03/07/2013	6.49	6.49	04/17/2013	
	550882	AHV AT REC - FM	03/08/2013	28.28	28.28	04/17/2013	
	551733	ADAPTER FOR TRUCK - FM	03/19/2013	19.09	19.09	04/17/2013	
	551876	LIFT SUPPORT - REC	03/20/2013	39.41	39.41	04/17/2013	
	551946	GREASE GUN / COUPLERS - S	03/21/2013	67.90	67.90	04/17/2013	
	552048	WRENCHES, CHAIN LUBE, VAL	03/22/2013	105.21	105.21	04/17/2013	
	552058	CLEANER - ST	03/22/2013	11.64	11.64	04/17/2013	
	552060	FITTINGS - SW	03/22/2013	12.89	12.89	04/17/2013	
	552065	CREDIT FOR RETURN PARTS -	03/22/2013	4.18-	4.18-	04/17/2013	
	552575	FUSE - FM	03/28/2013	1.59	1.59	04/17/2013	
Total 6820:				296.31	296.31		
<b>MOUNTAIN WEST INC</b>							
<b>6930</b>							
	023962	UNIFORMS - C18	03/19/2013	117.72	117.72	04/17/2013	
Total 6930:				117.72	117.72		
<b>NORCO, INC.</b>							
<b>128948</b>							
	11224609	CO2	03/26/2013	188.98	188.98	04/17/2013	
	11262701	SUPPLIES	03/31/2013	97.65	97.65	04/17/2013	
Total 128948:				286.63	286.63		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	172031-2	SWIVEL FITTINGS - WATERCRA	03/25/2013	500.00	500.00	04/17/2013	
Total 7400:				500.00	500.00		
<b>OFFICE SHOP, THE</b>							
<b>7440</b>							
	16606	COPIER CONTRACT - SHOP	03/18/2013	84.38	84.38	04/17/2013	
	16606	COPIER CONTRACT - SHOP	03/18/2013	84.38	84.38	04/17/2013	
	16606	COPIER CONTRACT - SHOP	03/18/2013	84.38	84.38	04/17/2013	
	16606	COPIER CONTRACT - SHOP	03/18/2013	84.38	84.38	04/17/2013	
	16606	COPIER CONTRACT - SHOP	03/18/2013	84.38	84.38	04/17/2013	
	16606	COPIER CONTRACT - SHOP	03/18/2013	84.39	84.39	04/17/2013	
	16607	COPIER - REC CENTER	03/18/2013	2,627.83	2,627.83	04/17/2013	
Total 7440:				3,134.12	3,134.12		
<b>ONE-CALL OF WYOMING</b>							
<b>127665</b>							
	31787	WYOMING ONE CALL	04/02/2013	57.75	57.75	04/17/2013	
Total 127665:				57.75	57.75		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>OPTIMUM</b>							
<b>129339</b>							
	032213-CH	INTERNET - CITY HALL	03/22/2013	74.90	74.90	04/17/2013	
Total 129339:				74.90	74.90		
<b>O'REILLY AUTOMOTIVE, INC.</b>							
<b>128494</b>							
	3726-203868	TOOL RENTAL - DEPOSIT	03/28/2013	117.99	117.99	04/17/2013	
	3726-203878	TOOL RENTAL - CREDIT	03/28/2013	117.99-	117.99-	04/17/2013	
Total 128494:				.00	.00		
<b>PARK COUNTY</b>							
<b>7670</b>							
	1017	LEC CONTRACT	03/24/2013	27,104.41	27,104.41	04/17/2013	
	1017	LEC UTILITIES	03/24/2013	1,092.74	1,092.74	04/17/2013	
Total 7670:				28,197.15	28,197.15		
<b>PARK COUNTY ANIMAL SHELTER</b>							
<b>5120</b>							
	040113	ANIMAL SERVICE CONTRACT	04/01/2013	3,750.00	3,750.00	04/17/2013	
Total 5120:				3,750.00	3,750.00		
<b>PARK COUNTY LANDFILL</b>							
<b>129053</b>							
	033113	LANDFILL CHARGES	03/31/2013	56,322.00	56,322.00	04/17/2013	
	033113	LANDFILL CHARGES	03/31/2013	7.00	7.00	04/17/2013	
	033113	LANDFILL CHARGES	03/31/2013	33.00	33.00	04/17/2013	
Total 129053:				56,362.00	56,362.00		
<b>PARK COUNTY READY MIX</b>							
<b>7730</b>							
	110980	SAND SLURRY - SANITATION B	03/26/2013	212.34	212.34	04/17/2013	
Total 7730:				212.34	212.34		
<b>PARK COUNTY SHERIFF</b>							
<b>7740</b>							
	033113	INCARCERATION - MARCH 201	03/31/2013	540.00	540.00	04/17/2013	
Total 7740:				540.00	540.00		
<b>POWELL TRIBUNE</b>							
<b>8090</b>							
	033113	ADVERTISING	03/31/2013	297.00	297.00	04/17/2013	
Total 8090:				297.00	297.00		
<b>PRO-BUILD</b>							
<b>128149</b>							
	950293	RECYCLE CENTER	03/22/2013	214.73	214.73	04/17/2013	
	950296	RECYCLE CENTER	03/22/2013	4.47	4.47	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128149:				219.20	219.20		
<b>PROFORCE LAW ENFORCEMENT</b>							
<b>127755</b>							
	168689	DPM'S FOR TASERS (5)	03/21/2013	184.70	184.70	04/17/2013	
Total 127755:				184.70	184.70		
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>							
<b>128033</b>							
	040113	PREMIUMS	04/01/2013	216.20	216.20	04/01/2013	
Total 128033:				216.20	216.20		
<b>PURCHASE ADVANTAGE CARD</b>							
<b>430</b>							
	015948	BABYSITTING CLASS	03/15/2013	4.29	4.29	04/17/2013	
	027172	RACQUETBALL LEAGUE	03/27/2013	29.90	29.90	04/17/2013	
Total 430:				34.19	34.19		
<b>PYRAMIDE USA, INC</b>							
<b>129102</b>							
	10603	REPAIR CLIMBING WALL	03/05/2013	400.00	400.00	04/17/2013	
Total 129102:				400.00	400.00		
<b>QA BALANCE SERVICES INC</b>							
<b>8245</b>							
	9098	LAB EQUIPMENT CALIBRATION	04/04/2013	552.00	552.00	04/17/2013	
Total 8245:				552.00	552.00		
<b>R &amp; A SAFETY</b>							
<b>127690</b>							
	1839	TRAINING	03/22/2013	400.00	400.00	04/17/2013	
Total 127690:				400.00	400.00		
<b>RAIN FOR RENT</b>							
<b>129486</b>							
	082003362	RENT PUMP TO DRAIN POOLS	03/04/2013	3,258.73	3,258.73	04/17/2013	
Total 129486:				3,258.73	3,258.73		
<b>RENO COLLISION CENTER INC</b>							
<b>123592</b>							
	52256	EQUIPMENT REPAIR	03/18/2013	230.54	230.54	04/17/2013	
Total 123592:				230.54	230.54		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	032613	UTILITIES	03/26/2013	200.04	200.04	04/17/2013	
	032613	UTILITIES	03/26/2013	257.68	257.68	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7570:				457.72	457.72		
<b>RON'S EXXON</b>							
<b>8760</b>							
	0163691	PROPANE	04/04/2013	15.08	15.08	04/17/2013	
Total 8760:				15.08	15.08		
<b>ROUSSAN, KENNI</b>							
<b>129653</b>							
	15500023	REFUND UTILITY DEPOSIT	04/03/2013	34.69	34.69	04/17/2013	
Total 129653:				34.69	34.69		
<b>SHOSHONE MUNICIPAL PIPELINE</b>							
<b>9130</b>							
	033113	SMP WATER PURCHASE - MAR	03/31/2013	94,229.68	94,229.68	04/17/2013	
Total 9130:				94,229.68	94,229.68		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	0095237	COPIER PAPER	03/20/2013	446.50	446.50	04/17/2013	
	0095371	SUPPLIES	03/28/2013	122.99	122.99	04/17/2013	
	0095516	SUPPLIES	04/02/2013	5.14	5.14	04/17/2013	
	0095520	CALENDAR - RECY CENTER	04/03/2013	26.89	26.89	04/17/2013	
Total 9140:				601.52	601.52		
<b>SITZ III, ALEX H.</b>							
<b>129379</b>							
	032613	PROFESSIONAL FEES	03/26/2013	349.05	349.05	04/17/2013	
Total 129379:				349.05	349.05		
<b>STEWART'S MERCANTILE</b>							
<b>127774</b>							
	1114	COUNCIL WORK SESSION	03/22/2013	188.00	188.00	04/17/2013	
Total 127774:				188.00	188.00		
<b>STROH'S INDUSTRIAL LUBRICATION</b>							
<b>9630</b>							
	1872	GREASE	03/22/2013	370.00	370.00	04/17/2013	
Total 9630:				370.00	370.00		
<b>STROUPE PEST CONTROL CO</b>							
<b>9635</b>							
	030113-REC	PEST CONTROL - RECYCLE C	03/01/2013	55.00	55.00	04/17/2013	
	040113	PEST CONTROL - CITY HALL	04/01/2013	60.00	60.00	04/17/2013	
	040113-EL SH	PEST CONTROL - EL SHOP	04/01/2013	55.00	55.00	04/17/2013	
	040113-EL SH	PRICE ADJUSTMENT - INPUT E	04/01/2013	5.00	5.00	04/17/2013	
	040113-SHOP	PEST CONTROL - SHOP	04/01/2013	88.00	88.00	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9635:				263.00	263.00		
<b>THE UPS STORE</b>							
<b>6240</b>							
	0902	EVIDENCE SHIPPING	03/27/2013	18.60	18.60	04/17/2013	
	1321	SAFETY SUPPLIES	04/05/2013	192.96	192.96	04/17/2013	
	1490	SHIPPING - SOUND BOARD	04/09/2013	170.46	170.46	04/17/2013	
Total 6240:				382.02	382.02		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-25448	IRRIGATION SUPPLIES - BALL F	03/21/2013	92.83	92.83	04/17/2013	
Total 9980:				92.83	92.83		
<b>UNUM LIFE INS - LTD</b>							
<b>127843</b>							
	040113	LONG TERM DISABILITY - PRE	04/01/2013	2,789.86	2,789.86	04/01/2013	
Total 127843:				2,789.86	2,789.86		
<b>UNUM LIFE INSURANCE - LIFE</b>							
<b>127935</b>							
	040113	PREMIUM	04/01/2013	1,426.48	1,426.48	04/01/2013	
Total 127935:				1,426.48	1,426.48		
<b>V-1 PROPANE</b>							
<b>10180</b>							
	855478	PROPANE - RECYCLE CENTER	03/11/2013	31.01	31.01	04/17/2013	
	855517	PROPANE - RECYCLE CENTER	03/18/2013	20.45	20.45	04/17/2013	
	855550	PROPANE - RECYCLE CENTER	03/21/2013	22.10	22.10	04/17/2013	
	855569	PROPANE - RECYCLE CENTER	03/25/2013	38.27	38.27	04/17/2013	
	855621	PROPANE - RECYCLE CENTER	04/01/2013	27.71	27.71	04/17/2013	
	855622	PROPANE - RECYCLE CENTER	04/01/2013	21.44	21.44	04/17/2013	
Total 10180:				160.98	160.98		
<b>VERIZON</b>							
<b>124442</b>							
	9701886761	CELL PHONE SERVICE	03/20/2013	1,435.33	1,435.33	04/17/2013	
	9701886761	POLICE WIRELESS DEVICES	03/20/2013	302.40	302.40	04/17/2013	
Total 124442:				1,737.73	1,737.73		
<b>VISA</b>							
<b>10280</b>							
	MAR 2700	INTERVIEW LUNCH - PD	04/02/2013	42.00	42.00	04/17/2013	
	MAR 2700	UNIFORMS - PD	04/02/2013	120.99	120.99	04/17/2013	
	MAR 2700	UNIFORMS - PD	04/02/2013	99.98	99.98	04/17/2013	
	MAR 3444	MEETING EXPENSE - MAYOR	04/02/2013	30.46	30.46	04/17/2013	
	MAR 3444	MEETING EXPENSE - MAYOR	04/02/2013	32.56	32.56	04/17/2013	
	MAR 3444	MEETING EXPENSE - MAYOR	04/02/2013	22.37	22.37	04/17/2013	
	MAR 3444	MEETING EXPENSE - MAYOR	04/02/2013	23.20	23.20	04/17/2013	
	MAR 3444	MEETING EXPENSE - MAYOR	04/02/2013	13.42	13.42	04/17/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	MAR 7933	TRAVEL EXPENSE - EL	04/02/2013	6.00	6.00	04/17/2013	
	MAR 7933	TRAVEL EXPENSE - EL	04/02/2013	34.19	34.19	04/17/2013	
	MAR 7933	TRAVEL EXPENSE - EL	04/02/2013	96.12	96.12	04/17/2013	
	MAR 8377	SUPPLIES - CITY ADMIN	04/02/2013	19.35	19.35	04/17/2013	
	MAR 8377	MEETING EXPENSE - JENNI R	04/02/2013	44.54	44.54	04/17/2013	
	MAR 8419	REC PROGRAMS	04/02/2013	38.47	38.47	04/17/2013	
	MAR 8419	FIRST AID CLASSES	04/02/2013	114.00	114.00	04/17/2013	
	MAR 8419	REC PROGRAMS - ZUMBA	04/02/2013	30.00	30.00	04/17/2013	
	MAR 8419	AQUATICS PROGRAM	04/02/2013	145.00	145.00	04/17/2013	
	MAR 8419	AQUATICS PROGRAM	04/02/2013	108.08	108.08	04/17/2013	
	MAR 8427	TRAVEL EXPENSE - PD	04/02/2013	25.00	25.00	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	20.47	20.47	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	8.18	8.18	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	12.75	12.75	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	12.78	12.78	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	7.96	7.96	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	17.74	17.74	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	9.97	9.97	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	20.36	20.36	04/17/2013	
	MAR 8492	TRAINING - TOBY	04/02/2013	265.08	265.08	04/17/2013	
	MAR 8824	TRAVEL EXPENSE - EL	04/02/2013	60.47	60.47	04/17/2013	
	MAR 8824	TRAVEL EXPENSE - EL	04/02/2013	83.39	83.39	04/17/2013	
	MAR 8824	TRAVEL EXPENSE - EL	04/02/2013	83.39	83.39	04/17/2013	
	MAR 8824	TRAVEL EXPENSE - EL	04/02/2013	83.39	83.39	04/17/2013	
	MAR 9433	TRAVEL EXPENSE - PARKS	04/02/2013	14.25	14.25	04/17/2013	
	MAR 9433	TRAVEL EXPENSE - PARKS	04/02/2013	22.00	22.00	04/17/2013	
	MAR 9433	FIRST AID CLASSES	04/02/2013	297.00	297.00	04/17/2013	
	MAR 9433	TRAINING - AQUATICS	04/02/2013	80.00	80.00	04/17/2013	
	MAR 9433	FLOWERS / SEEDS	04/02/2013	16.80	16.80	04/17/2013	
	MAR 9433	TRAINING - REFUND	04/02/2013	70.00-	70.00-	04/17/2013	
	MAR 9433	LIFE JACKETS	04/02/2013	557.82	557.82	04/17/2013	
	Total 10280:			2,649.53	2,649.53		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	00065	EASTER EGG HUNT	03/28/2013	96.70	96.70	04/17/2013	
	002070	CREDIT - PAID BY VISA	03/04/2013	19.35-	19.35-	04/17/2013	
	009622	ASAP	03/25/2013	34.56	34.56	04/17/2013	
	00992	REC CENTER PROGRAMS	04/02/2013	30.56	30.56	04/17/2013	
	01447	OFFICE / SQUAD ROOM SUPPL	04/02/2013	194.44	194.44	04/17/2013	
	03518	DISTILLED WATER - LAB	03/25/2013	70.40	70.40	04/17/2013	
	09999	CELL PHONE CASE - CO1	03/26/2013	9.96	9.96	04/17/2013	
	77217	SUPPLIES	03/28/2013	11.47	11.47	04/17/2013	
	77217	SUPPLIES	03/28/2013	12.26	12.26	04/17/2013	
	Total 10330:			441.00	441.00		
<b>WATCO POOLS</b>							
<b>10370</b>							
	15680	REPAIR SKIMMER	03/13/2013	102.29	102.29	04/17/2013	
	15694	REPLACE PUMP SEAL	03/18/2013	545.05	545.05	04/17/2013	
	15711	REPAINT DEPTH MARKERS	03/22/2013	76.29	76.29	04/17/2013	
	15737	POOL CHEMICALS	03/29/2013	1,044.39	1,044.39	04/17/2013	
	Total 10370:			1,768.02	1,768.02		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>WEBSTER MOTORS, INC</b>							
<b>10460</b>							
	9551	SR CENTER VAN REPAIR	03/01/2013	27.45	27.45	04/17/2013	
Total 10460:				27.45	27.45		
<b>WESCO DISTRIBUTION INC</b>							
<b>10480</b>							
	695623	SUPPLIES	02/20/2013	54.72	54.72	04/17/2013	
Total 10480:				54.72	54.72		
<b>WESTERN PATHOLOGY CONSULTING</b>							
<b>10570</b>							
	CP 1728	RANDOM TESTING - PD	03/31/2013	90.00	90.00	04/17/2013	
	CP 1728	RANDOM TESTING - EL	03/31/2013	36.00	36.00	04/17/2013	
	CP 1728	RANDOM TESTING - STREETS	03/31/2013	31.50	31.50	04/17/2013	
	CP 1728	RANDOM TESTING - SHOP	03/31/2013	9.00	9.00	04/17/2013	
	CP 1728	RANDOM TESTING - SANITATI	03/31/2013	36.00	36.00	04/17/2013	
	CP 1728	RANDOM TESTING - WATER	03/31/2013	22.50	22.50	04/17/2013	
	CP 1728	RANDOM TESTING - WASTE W	03/31/2013	13.50	13.50	04/17/2013	
	CP 1728	RANDOM TESTING - REC	03/31/2013	18.00	18.00	04/17/2013	
Total 10570:				256.50	256.50		
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
	4034821	Conduit, 3" PVC - 3' radius 90	04/04/2013	360.00	360.00	04/17/2013	CONPVC390
	4034821	GOLF COURSE CABLE REPLAC	04/04/2013	95.60	95.60	04/17/2013	
Total 10605:				455.60	455.60		
<b>WHITTINGTON, ROBERT</b>							
<b>129657</b>							
	1097612	UTILITY REFUND	04/05/2013	202.45	202.45	04/17/2013	
Total 129657:				202.45	202.45		
<b>WOMACK MACHINE SUPPLY CO.</b>							
<b>128944</b>							
	586038	TRAINING - RAY SANDERS	03/20/2013	1,095.00	1,095.00	04/17/2013	
Total 128944:				1,095.00	1,095.00		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>							
	82303	POOL GROUT PROJECT	02/25/2013	15.12	15.12	04/17/2013	
	82355	RENT SUBMERSIBLE PUMP	03/04/2013	70.00	70.00	04/17/2013	
	82592	RENT LIFT - POOL CLOSING	03/25/2013	427.12	427.12	04/17/2013	
	82804	TREE REMOVAL	03/25/2013	31.68	31.68	04/17/2013	
Total 10660:				543.92	543.92		
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>							
<b>10670</b>							
	040113	CONTRIBUTIONS	04/01/2013	9,710.56	9,710.56	04/01/2013	
	040113	CONTRIBUTIONS	04/01/2013	6.18	6.18	04/01/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	040113	CONTRIBUTIONS	04/01/2013	24.73	24.73	04/01/2013	
	040113	CONTRIBUTIONS	04/01/2013	185.47	185.47	04/01/2013	
Total 10670:				9,926.94	9,926.94		
<b>WYOMING DEPT OF HEALTH</b>							
<b>128921</b>							
	10000399	BAC T TESTING	04/02/2013	240.00	240.00	04/17/2013	
Total 128921:				240.00	240.00		
<b>WYOMING MUNICIPAL POWER AGENCY</b>							
<b>10920</b>							
	033113	POWER PURCHASE - MARCH 2	03/31/2013	687,933.86	687,933.86	04/17/2013	
Total 10920:				687,933.86	687,933.86		
<b>WYOMING RETIREMENT SYSTEM</b>							
<b>10950</b>							
	040113	CONTRIBUTIONS -	04/01/2013	58,888.39	58,888.39	04/01/2013	
Total 10950:				58,888.39	58,888.39		
<b>WYOMING TECH TRANS CENTER</b>							
<b>11020</b>							
	763	LPA CERTIFICATION - RICK MA	03/20/2013	55.00	55.00	04/17/2013	
Total 11020:				55.00	55.00		
<b>YANKEE CAR WASH</b>							
<b>128282</b>							
	033113	CAR WASHES - COMM DEV	03/31/2013	10.00	10.00	04/17/2013	
	033113	CAR WASHES - ELEC. DEPT.	03/31/2013	10.00	10.00	04/17/2013	
	033113	CAR WASHES - PD	03/31/2013	90.50	90.50	04/17/2013	
	033113	CAR WASHES - ADMIN	03/31/2013	14.00	14.00	04/17/2013	
Total 128282:				124.50	124.50		
<b>YELLOWSTONE REGIONAL AIRPORT</b>							
<b>11150</b>							
	040113	APRIL FUNDING	04/01/2013	13,975.66	13,975.66	04/17/2013	
Total 11150:				13,975.66	13,975.66		
Grand Totals:				1,264,663.39	1,264,688.19		

Payroll \$214,446.72

Grand Total \$1,479,134.91

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

## City of Cody Agenda Request Form

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

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

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Name of person to appear before the Council NATHAN FILENER  
Organization Represented CODY VOLUNTEER FIRE DEPT.  
Date you wish to appear before the Council 4/16/13  
Mailing Address 1125 11<sup>TH</sup> ST Telephone 307-272-0244  
E-Mail Address FILENERNK@HOTMAIL.COM  
Preferred form of contact: Telephone  E-Mail \_\_\_\_\_  
Names of all individuals who will speak on this topic NATHAN FILENER  
\_\_\_\_\_  
Event Title (if applicable) CHAIRMAN OF FIRE SCHOOL  
Date(s) of Event (if applicable) 5/3 - 5/5/2013  
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) CVFD WOULD LIKE TO ASK PERMISSION TO BLOCK OFF 11<sup>TH</sup> ST IN FRONT OF THE FIRE HALL FOR THE PURPOSE OF TRANSPORTATION OF STUDENTS AND PARKING OF FIRE EQUIPMENT DURING FIRE SCHOOL.  
Which City employee(s) have you spoken to about this issue? BRIAN ~~RIETER~~ RIETER TROY JONES, JAMES KEENAN, RYAN SEAK, STEVE MILLER  
Signature [Signature] Date 3/29/13

P.S. THE CITY EMPLOYEES THAT ARE ON THE FIRE DEPT. WOULD BE GLAD TO GET AND RETURN THE CITY BARRICADES.

## AGENDA ITEM SUMMARY REPORT

### Street Closure –2013 Best of the Rockies Horse Sale

#### ACTION TO BE TAKEN

##### Street Closure:

Consider a request from Clark Management Company for the closure of 12<sup>th</sup> Street, between Sheridan Avenue and Beck Avenue, from 9:00 a.m. on Friday, May 10<sup>th</sup>, 2013, through Saturday, May 11<sup>th</sup>, 2013, at 9:00 p.m.

##### Additional Barricades

Although event organizers have some barricades, they are requesting additional barricades from the City so that all alleys and drives can be blocked off within the event area

##### Ordinance Exemption:

Exemption to Cody Ordinance 3-8; Open Containers on public streets, school grounds, parks, etc. Consider a request from the Irma Hotel for an open container permit for Saturday May, 11<sup>th</sup>, 2013, from 10:00 a.m. through midnight. Alcohol will be dispensed from the porch of the Irma Hotel.

Private security will be provided by the Irma Hotel during the event.

#### SUMMARY OF INFORMATION

Clark Management Company, is requesting permission to hold their annual “Best of the Rockies Horse Sale” formally known as “Cody Wild West Days” event on 12<sup>th</sup> Street, between Sheridan Avenue and Beck Avenue, on Friday, May 10<sup>th</sup>, 2013, through Sunday, May 12<sup>th</sup>, 2013. The two (2) day event will commence at 12:00 p.m., Friday, through Sunday, at 12:00 p.m. Friday is a set-up day with Saturday being the actual day for festivities. Sunday morning will be used to tear down corals, barricades and clean the street. The event consists of a horse sale and horsemanship related demonstrations. The event is also a social gathering with alcohol being served on the porch of the Irma Hotel and as such, the Irma Hotel, is requesting an open container permit for Saturday only in conjunction with this event. The City Council has approved this request in the past.

#### FISCAL IMPACT

Fiscal impact to the City of Cody will be minimal. The event organizers are only requesting that City assist them with some barricades during the event. All set-up and tear down will be completed by event organizers. At the completion of the event, organizers will cover any costs incurred in the cleaning of the street.

#### ALTERNATIVES

The Irma Hotel would need to select a different public location and submit another closure request, or private property should the Council deny this request.

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

**RECOMMENDATION**

1. Staff recommendation is that both request be approved for the above time frame.
2. Require applicant (Clark Horse Sale) to provide proof of liability insurance naming the City of Cody as “additional insured” prior to the event.
3. Security be provided and present during the event
4. Wrist bands are issued to those persons 21 years of age or older who are consuming alcohol.

**ATTACHMENTS**

1. City of Cody Agenda Request Forms

**AGENDA & SUMMARY REPORT TO:**

Kay Clark, Clark Management Company  
John Darby & Madeline Miozza, Irma Hotel

## City of Cody Agenda Request Form

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

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

\*\*\*\*\*

Name of person to appear before the Council Kay Clark, Jake Clark, John Darby

Organization Represented Clark Management Company-Irma Hotel

Date you wish to appear before the Council April 16, 2013

Mailing Address 1134 Road 14, Powell, WY 82435 Telephone H 754-4320, C 272-8792

E-Mail Address kay@saddlemule.com

Preferred form of contact: Telephone cell 307-272-8792 E-Mail \_\_\_\_\_

Names of all individuals who will speak on this topic Kay Clark, Jake Clark, John Darby

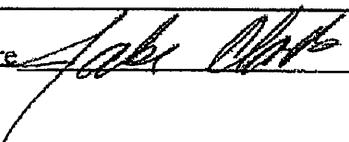
Event Title (if applicable) Best of the Rockies Horse Sale formerly Cody Wild West Days

Date(s) of Event (if applicable) Mother's Day Weekend, May 10, & May 11, 2013

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Requesting the closure of 12th Street, between Sheridan Avenue and Beck Avenue, beginning 9:00 a.m. on Friday, May 10th, 2013 through Saturday, May 11th, 2013 at 9:00 p.m. Friday, May 10, 2013 is to be used for set up, Saturday May 11, 2013 is the horse sale followed by clean-up.

~~The event consists of a horse sale and horsemanship related demonstrations. Event insurance has been applied for.~~

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

Signature  Date 4-4-2013

# Clark Management Company

Jake and Kay Clark  
1134 Road 14, Powell, Wyoming 82435  
Phone: (307) 754-4320



City of Cody  
Attention: City Council Members and Mayor Tia Brown

Clark Management Company requests a street closure in order to provide Cody with the Annual Horse Sale which takes place on Mother's Day Weekend. We have managed the horse sale since May 2001 and feel that we have provided a western event which adds to Cody Wyoming's Western Flair. We pride ourselves on promoting an event which brings horses that are both gentle and guaranteed sound, which is the reason we have return buyers bringing people into Cody during this time of year. Hearing from people from out of the area...this horse sale has been tagged 'the horse sale that's in downtown Cody', which helps to give Cody and the horse sale special recognition from other cities and/or sales of this type.

Clark Management Company is licensed through the State of Wyoming Livestock Board, bonded through CNA Surety and operate in compliance with the U.S. Dept of Agriculture-Packers & Stockyards Administration.

We have attached a list of supporters of the horse sale and their support of the street closure for your review. If you wish to hear from these businesses as to their support, please advise and we will work to see that they are present to appear before the Council.

## The following businesses are supporters for this year's horse sale &amp;/or street closure

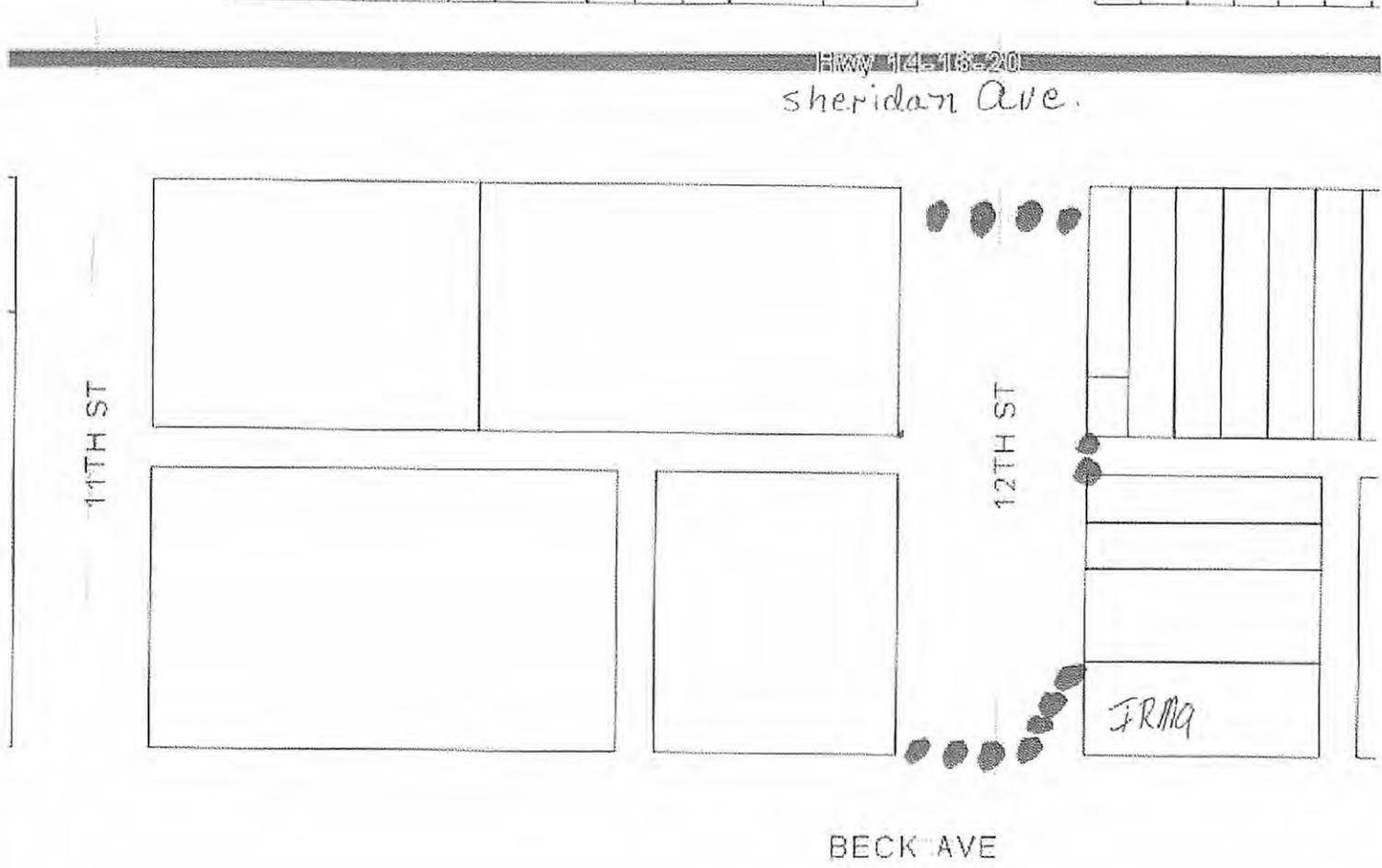
Best Western Sunset Motor Inn	161 8th St.	Cody
Big Horn Radio Network	1949 Mountain View Dr.	Cody
Bobcat of the Big Horn Basin	2424 Big Horn Ave	Cody
Buffalo Bill Historical Center		Cody
Coca Cola Bottling Company	100 S First St	Riverton
Cody Country Chamber	836 Sheridan Ave.	Cody
Cody Country Realty	1125 12 <sup>th</sup> St	Cody
Cody Equine	P.O. Box 308	Cody
Cody Feed	2707 Big Horn Ave	Cody
Cody Motor Lodge	1455 Sheridan Ave	Cody
Custom CowboyShop	1286 Sheridan Ave	Cody
B.W. Insurance	1130 Sheridan Ave	Cody
Dude Ranchers' Association	1122 12th St.	Cody
First Bank of Wyoming	1426 Sheridan	Cody
Fremont Motors	1000 Highway 14A	Powell
Irma	1192 Sheridan Ave.	Cody
Mountain Paradise Ranch	19 Bartlett Lane	Cody
Mountaineer Animal Clinic-Rock Springs	1801 Yellowstone Rd	Rock Springs
Pinnacle Bank	1702 Sheridan Ave	Cody
Proud Cut Saloon – Del & Becky Nose	1227 Sheridan Ave	Cody
Skyline Motor Inn	1919 17 <sup>th</sup> St	Cody
Tanager Beverages	P.O. Box 2077	Cody
The Barn Feed & Pet	2621 Big Horn Ave	Cody
The Cody	232 W Yellowstone Ave	Cody
The Red Horse Gallery	1149 Sheridan Ave	Cody
Triple L Sales	3460 Big Horn Ave.	Cody
Wayne's Boots	1250 Sheridan	Cody

Thank you for your consideration,

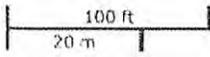


Clark Management Company  
Jake & Kay Clark

Jump To ... [link](#) [help](#)



● Barricades / Cones



NAD83 Wyoming West Central USft  
N: 1467381 E: 1886194

Long: -109° 03' 56.2" Lat: 44° 31' 34.1"  
Long: -109.0656° Lat: 44.5262°  
Scale = 1 : 830

NAD 83 UTM Zone 12N meters  
X =653712 Y = 4932134  
Designed by Greenwood Mapping, inc.

Apr 08, 2013 12:18 PM 8886845929 To: 13075276632 Page 5/5 From: Clark Management Company

**City of Cody**  
**Agenda Request Form**

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\*\*\*\*\*

Name of person to appear before the Council John Darby / Madeline Miozzi  
Organization Represented Irma Hotel  
Date you wish to appear before the Council yes  
Mailing Address 1192 Sheridan Ave Telephone 587-4221  
E-Mail Address madeline@irmahotel.com  
Preferred form of contact: Telephone 587-4221 E-Mail \_\_\_\_\_  
Names of all individuals who will speak on this topic John Darby / Madeline Miozzi  
Event Title (if applicable) Best of the Rockies Horse Sale - Cody Wild West Days  
Date(s) of Event (if applicable) May 11, 2013 ~~10:00 a.m. - midnight~~  
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Temporary dispersing of alcohol from porch of Irma Hotel as this is a social gathering during the Best of the Rockies Horse Sale  
Which City employee(s) have you spoken to about this issue? Cindy Baker  
Signature Madeline Miozzi Date 4/4/2013

MEETING DATE: APRIL 16, 2013  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## AGENDA ITEM SUMMARY REPORT

### 2013 Street Closure Request from The Cody Gunfighters

#### ACTION

The closure of 12<sup>th</sup> Street between Sheridan Avenue and the first alley south of Sheridan Avenue from 5:30 p.m. through 7:00 p.m., from June 1, 2013 through September 30, 2013 for the Cody Gunfighters nightly show.

#### BACKGROUND

The "Cody Gunfighters" are requesting permission to hold their annual June through September entertainment event on 12<sup>th</sup> Street between Sheridan Avenue and the first alley south of Sheridan Avenue.

The City Council has approved this request in the past.

This section of 12<sup>th</sup> Street is subject to closure requests for other events during the year.

#### SUMMARY

The purpose of this closure is to allow the "Cody Gunfighters" to entertain the general public and visitors of Cody. The Cody Gunfighters will provide a scripted theatrical type event that re-enacts old western days.

The Cody Gunfighter presentation will take place during the following time period:

June 01, 2013 through September 30, 2013  
Monday through Saturday,  
5:30 PM through 7:00 PM.

No alcohol will be permitted in the street.

#### FISCAL IMPACT

There is no fiscal impact to the City of Cody.

The event organizers provide the barricades, signage, and personnel for set-up and tear-down.

The event organizers clean the street following each performance.

#### ALTERNATIVES

The Gunfighters would need to select a different public location and submit another closure request, or private property should the Council deny this request.

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

**RECOMMENDATION**

Staff recommendation is that this request be approved for the above time frame.  
Require applicant to provide proof of liability insurance naming the City of Cody as “additional insured” prior to the event.

**ATTACHMENTS**

1. City of Cody Agenda Request From

**AGENDA & SUMMARY REPORT TO:**

Don Bash and John Darby

### City of Cody Agenda Request Form

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\*\*\*\*\*

Name of person to appear before the Council John Darby and Don Bush

Organization Represented Irma Hotel

Date you wish to appear before the Council April 16, 2013

Mailing Address 1192 Sheridan Ave Telephone 587-4221

E-Mail Address Motel@irmahotel.com

Preferred form of contact: Telephone 587-4221 ~~FAX~~ 899-1046

Names of all individuals who will speak on this topic John Darby and Don Bush

Event Title (if applicable) Cody Gunfighters

Date(s) of Event (if applicable) June 1, 2013 - Sept. 30, 2013

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Street closure for gun fights on 12<sup>th</sup> St. between Sheridan Ave and alley behind Irma Hotel. Time 5:30 p.m. until 7:00 p.m.

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

Signature [Signature] Date 3-29-13

MEETING DATE: TUESDAY, APRIL 16, 2013  
DEPARTMENT: POLICE  
PREPARED BY: P. ROCKVAM  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: P. ROCKVAM

## AGENDA ITEM SUMMARY REPORT

### RETIREMENT OF ABBY (K-9 DETECTION DOG)

#### ACTION:

Requesting council permission to retire Abby, a Police K-9 detection dog, and transfer ownership to Abby's handler, Cody Police Sergeant Beau Egger.

#### SUMMARY:

Abby started with the department as a certified detection dog in February 2005. Abby was donated to the department by the Casper Animal Shelter. At the time Abby was taken into the shelter, her age was unknown. We believe that Abby is now approximately 10 years of age. The average length of public service for a detection K-9 is 8-10 years.

Abby has served the department with excellence and will be greatly missed. The K-9 program has been very beneficial for the Department and, at one time, the department had three K-9 detection dogs – a dog assigned to each patrol shift.

The department is not seeking to continue the K-9 program because the cost analysis does not show that at this time it is fiscally prudent to continue the program. In 2012, Abby was deployed 21 times resulting in only 2 misdemeanor arrests and 4 misdemeanor citations. The 2012 annual K-9 overtime expenditures were approximately 10% of the Department's total overtime budget. In addition, over the years, the courts have continued to restrict how and when K-9's can be used in drug searches, which has made it more difficult to deploy the dog in searches.

#### FISCAL IMPACT

By retiring Abby there would be a cost savings to the City of approximately \$12,918.00.

#### ALTERNATIVES

1. Allow the request
2. Deny the request

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

**RECOMMENDATION**

Staff is recommending that the request be approved.

**ATTACHMENTS**

None

**AGENDA & SUMMARY REPORT TO:**

N/A

**AGREEMENT  
FOR RETIREMENT AND TRANSFER  
OF POLICE K-9 "ABBY"**

The City of Cody, Wyoming (CITY) and BEAU EGGER (EGGER) hereby enter into this agreement as of the date last signed and executed by the parties below. The parties hereby agree as follows:

W I T N E S S E T H:

A. CITY is a municipal corporation in the State of Wyoming. EGGER is employed as a sergeant in the police department for CITY.

B. Since February 2005, EGGER has been the handler for a police detection K-9 known as Abby, and Abby has honorably served CITY as a detection K-9.

D. Due to Abby's age, and due to the budget constraints at this time, CITY and EGGER agree that it is appropriate and prudent for ABBY to retire from her service to the CITY.

E. As a Cody Police Department K-9, Abby is property of CITY.

F. The parties believe it is in their best interests, and in the best interests of Abby, to discontinue using Abby as a detection K-9, and to convey ownership of Abby to EGGER, subject to the terms and conditions described below.

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

1. As of the date this Agreement is signed and approved by both parties, CITY shall discontinue using Abby as a detection K-9 for the police department, and Abby shall become property of EGGER.

2. As of the above date, EGGER shall have sole responsibility for the care, feeding, training, sheltering, veterinary care and all associated

expenses of Abby, and EGGER shall not receive any compensation from CITY for the above.

3. This Memorandum of Understanding contains the entire agreement between the parties, and there are no other promises, covenants, representations or assurances beyond the scope of this written agreement.

4. Nothing in this agreement shall be construed as a waiver of CITY'S sovereign or governmental immunity granted by the Wyoming Constitution and by Wyoming law, nor shall the agreement be construed as a waiver of any other defenses, limitations and immunities granted to CITY by law. CITY expressly reserves the right to assert immunity as a defense to any action arising out of this agreement.

**CITY OF CODY, WYOMING**

\_\_\_\_\_  
MAYOR NANCY TIA BROWN

\_\_\_\_\_  
DATE

Attest:

\_\_\_\_\_  
CYNTHIA D. BAKER  
ADMINISTRATIVE SERVICES OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BEAU EGGER

\_\_\_\_\_  
DATE

MEETING DATE: APRIL 16, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **SSBCI QUARTERLY CERTIFICATION REPORT**

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

Authorize the Mayor to sign the SSBCI quarterly Certification on Use-of-Allocated Funds.

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

Along with many other cities and towns in Wyoming the City of Cody is a participant in the State Small Business Credit Initiative. This program is authorized through the Small Business Administration for the purpose of providing pledged collateral accounts to lending institutions to enhance the collateral coverage for business loans.

Under the Cooperative Agreement, each participating municipality is required to review and approve the quarterly reports prepared by the programs auditor. Reports are reviewed by the SSBCI auditor for program compliance and an Independent Accountant's Report is issued.

The attached report is for the quarter ending March 31, 2013. There was no loan activity to report and no material findings in the audit.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVES**

The Council may approve or not approve the report at its discretion.

#### **ATTACHMENTS**

1. Independent Accountant's Report
2. Quarterly Allocated Funds Report
3. Certification on Use of Allocated Funds

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

None

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



MADER TSCHACHER  
PETERSON & CO, LLC.

INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

To Management and the Board of Directors of the  
Wyoming Smart Capital Network, LLC and its  
Consortium of Wyoming Municipalities

We have performed the procedures for the Quarter Ending March 31, 2013 enumerated below, in Attachment A, which were agreed to by the Board of Directors of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we can make no representation regarding the sufficiency of the procedures described in Attachment A either for the purpose for which this report has been requested or for any other purpose.

The procedures and the findings are included in attachment A.

We were not engaged to, and did not, conduct an examination, the object of which would be the expression of an opinion on the compliance reports or management's assertion(s) thereon. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the board or directors and management of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities and is not intended to be and should not be used by anyone other than those specified parties.

*Mader Tschacher Peterson + Co.*

Laramie, Wyoming  
April 1, 2013

505 South Third, Suite 100  
Laramie, Wyoming 82070  
(307) 755-1040 FAX (307) 742-4944

Attachment A: Procedures and Findings  
For the Quarter Ending March 31, 2013

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we reviewed the Quarterly Reports prior submission to the Participating Municipalities for certification on the use of allocated funds as further detailed in procedures 2 through 4 below. Our review included the required procedures included Section 4.7 of the Allocation agreement and noted that the program is in compliance with the act, regulations, and other guidance (where applicable) issued with Treasury under the Act.
2. Reviewed the 2013 First Quarter Certification on Use-Of-Allocated Funds prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly certification was complete and accurate. The report reflects that there were no uses of funds in the First quarter of 2013.

3. Reviewed the 2013 First Quarter Financial Report prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly financial report was complete and accurate. The report reflects the receipt of the cumulative receipt of program funds in the amount of \$4,345,556 and no uses of the funds in the First quarter of 2013.

4. Review supporting documentation for revenue received and expenses incurred for the program for the First Quarter of 2013.

There were no expenses or administrative costs in the First quarter of 2013. The program funds from the initial funding allocation remain in the Wyoming SSBCI Consortium bank account.

5. Reviewed supporting documentation for loan requests prior to final approval under the program for compliance requirements.

There were final no loan requests approved in First quarter of 2013. There is one loan that is in process but not yet finalized. As part of the approval process, we performed the compliance review of the loan file and the loan is in compliance with the program requirements.

Participating State	Laramie Consortium (Wyoming)		
For the quarter ending	March 31st 2013		
Name and contact information of the person to be contacted on matters involving this quarterly report:			
Name	Janine Jordan	Title	City Mgr, City of Laramie, WY
Email	<a href="mailto:jjordan@cityoflaramie.org">jjordan@cityoflaramie.org</a>	Phone	307-721-5226

Cumulative funds transferred to the Participating State	\$4,345,556.00
---	----------------

ALLOCATED FUNDS USED, EXCLUDING ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS			
Approved State Program	Program Type	Quarterly	Cumulative
Total funds used, excluding funds used for administrative costs		\$0.00	\$0.00

*SSBCI Funds Used are those SSBCI funds that have been (a) deposited with a lender to cover the federal contributions to a CAP reserve fund, (b) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, (c) set aside to cover obligations arising from individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested in specific businesses or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) plus (d) exceeds the Participating State's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the SSBCI Funds Used shall be the Participating State's original total allocation.*

ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS		
	Quarterly	Cumulative
Direct administrative costs	\$0.00	\$0.00
Indirect administrative costs	\$0.00	\$0.00
Total administrative costs	\$0.00	\$0.00
Administrative costs, as a percent of funds transferred	0.00%	0.00%
Administrative costs, as a percent of allocated funds used	0.00%	0.00%

*Note: Administrative costs must not exceed the limits imposed by Title III, Section 3003(c)(3) of the State Small Business Credit Initiative Act of 2010. These limits are based on the amount of funds transferred. However, high administrative costs relative to the amount of allocated funds used could be an early warning indicator that administrative costs are on a trajectory to exceed allowable limits.*

SUMMARY OF USE OF ALLOCATED FUNDS		
	Quarterly	Cumulative
Total funds used, excluding funds for administrative costs	\$0.00	\$0.00
Total administrative costs	\$0.00	\$0.00
Total allocated funds used	\$0.00	\$0.00

OTHER REQUIRED INFORMATION		
	Quarterly	Cumulative
Program income	\$0.00	\$0.00
Charge-offs against Federal contributions to CAP reserve funds	\$0.00	\$0.00

**CERTIFICATION ON USE-OF-ALLOCATED FUNDS**

April 1, 2013

United States Department of the Treasury  
Main Treasury Building, Room 1310  
1500 Pennsylvania Avenue  
Washington, D.C. 20220

Reference is made to:

the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the **Laramie Consortium Participating Municipalities** (the "Participating Municipalities"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipalities under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipalities is valid and in full force and effect.

By: \_\_\_\_\_  
Name: Nancy Brown  
Title: Mayor  
Participating Municipality: Cody

Date: \_\_\_\_\_

MEETING DATE:	APRIL 16, 2013
DEPARTMENT:	CITY ADMINISTRATOR
PREPARED BY:	JENNI ROSENCRANSE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	JENNI ROSENCRANSE

## **AGENDA ITEM SUMMARY REPORT** **Cody Stampede Grounds Change Order #1**

### **ACTION:**

Consider authorization of Change Order #1 for the Cody Stampede Grounds grant project to add back in deduction #1, for the lighted letters and electric work for the sign portion of the project in the amount of \$12,932, changing the overall project cost to \$555,224.

### **BACKGROUND**

On March 5, 2013 the Cody City Council awarded a bid to Sletten Construction for the Cody Stampede Board Community Enhancement Grant project. Sletten Construction was the low bid, after two deductions were included for consideration. The award was made for a total of \$542,292. One of the deductions included omitting the interior LED lighting on the entrance sign in the amount of \$12,932. Even with adding the deduction back into the project, Sletten Construction is still the lowest responsible bidder for the project by \$20,518.60.

The reason the LED lighting was added back into the project is due to the opportunity for the Stampede Board Members to receive a demonstration of the benefits and effectiveness that this type of lighting would have. The Stampede Board is aware that this action obligates them to pay an additional \$12,932 as this will include more expense that the grant funding will not reimburse. A copy of their approval of this action is included with the Agenda Summary Report.

### **FISCAL IMPACT**

The City of Cody will initially pay for this change order out of the grant fund line item, and will then invoice the Cody Stampede Board for reimbursement and therefore, there will be offsetting revenue as well.

### **ALTERNATIVES**

### **RECOMMENDATION**

Staff recommends that the Mayor and authorize change order #1 in the amount of \$12,932 for the inclusion of the LED lighting for the sign on the Cody Stampede Grounds WBC Grant project.

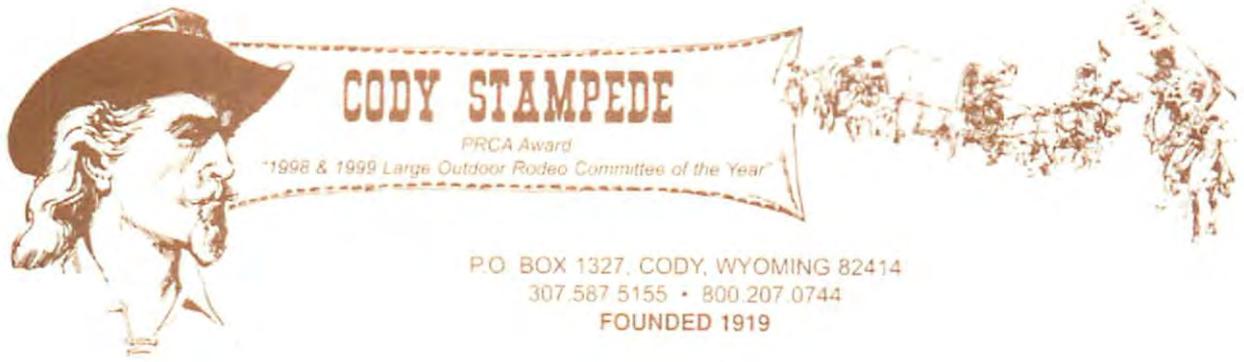
### **ATTACHMENTS**

1. Correspondence from the Cody Stampede Board.
2. Change order #1 document.

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

Engineering Associates - Rob Overfield - robertov@eaengineers.com  
Cody Stampede Board – Larry Johnson – [lbj@bresnan.net](mailto:lbj@bresnan.net)  
Sletten Construction - ltope@sletteninc.com

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



April 9, 2013

Cody City Council

Mayor Brown

The Cody Stampede Board has approved change order #1 increasing the sign cost and adding \$12,932.00 back into the project which provides for lighted lettering on the Stampede Park sign.

Thank you,

A handwritten signature in blue ink, which appears to read "Larry Johnson", is written over the typed name.

Larry Johnson

President, Cody Stampede Board



**ENGINEERING ASSOCIATES**  
**CONSULTING ENGINEERS & SURVEYORS**

*A Wyoming Corporation*

April 3, 2013

Ms. Jenni Rosencranse  
Cody City Administrator  
P.O. Drawer 2200  
Cody, WY 82414

Subject: **Cody Stampede Park Renovations – Change Order No. 1**

Dear Jenni:

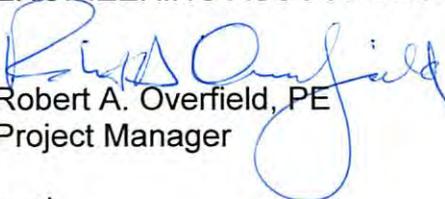
Attached please find three (3) originals of Change Order No. 1 to add Deduct #1 for lighted letters and electric work as needed back into the project. Sletten would still be considered the lowest bidder, after this contract price adjustment.

Please obtain approval, have these documents signed, and return them to our office. We will then send obtain Contractor signatures and distribute one original to each party for their records.

Please call with any questions you may have.

Sincerely,

ENGINEERING ASSOCIATES

  
Robert A. Overfield, PE  
Project Manager

encl

File: 12106-contr docs

P:\2012\12106-CODY STAMPEDE PARK\word\jenni trnsm ltr.doc

# Change Order

No. 1

Date of Issuance: 04/03/13

Effective Date: 04/05/13

Project: Cody Stampede Park Renovations	Owner: City of Cody, Wyoming	Owner's Contract No.: 2013-02
Contract: Cody Stampede Park Renovations		Date of Contract: March 8, 2013
Contractor: Sletten Construction		Engineer's Project No.: 12106.00

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Add Bid Alternate-Deduct #1 back into project. Work involves providing lighted letters and electric work as needed on Electric Sign bid item.

**Attachments (list documents supporting change):**

See copy of original Bid Schedule from Sletten dated 02/20/13.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 542,292

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

\$ 0

Contract Price prior to this Change Order:

\$ 542,292

[Increase] [Decrease] of this Change Order:

\$ 12,932

Contract Price incorporating this Change Order:

\$ 555,224

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): May 29, 2013

Ready for final payment (days or date): September 27, 2013

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): May 29, 2013

Ready for final payment (days or date): September 27, 2013

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

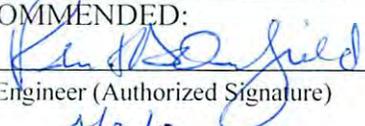
Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): May 29, 2013

Ready for final payment (days or date): September 27, 2013

**RECOMMENDED:**

By:   
Engineer (Authorized Signature)

Date: 4/3/13

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

# Change Order

## Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

MEETING DATE: APRIL 16, 2013  
DEPARTMENT: CITY ADMINISTRATOR  
PREPARED BY: JENNI ROSENCRANSE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: JENNI ROSENCRANSE

**AGENDA ITEM SUMMARY REPORT**  
**Project Development and Administration Agreement**  
**Forward Cody – Park County Arena Board**

**ACTION:**

Consider entering into a Project Development and Administration Agreement between the City of Cody, Forward Cody and the Park County Arena Board as required by the Wyoming Business Council Business Ready Communities Community Enhancement Grant Application for arena bleachers and authorize the Mayor to sign the agreement contingent upon the review and approval of the City Attorney.

**BACKGROUND**

On Tuesday, February 19, 2013 the Cody City Council held a public hearing to determine if it was in the public interest to apply for the Wyoming Business Council Business Ready Communities Program for a Community Enhancement Grant to purchase and install ADA compliant spectator seating for the Victor J. Riley Arena and Community Events Center. Resolution 2013-05 was approved and the grant was submitted for consideration. One of the requirements of the grant is the execution of the Project Development and Administration Agreement of which the City of Cody, Forward Cody and the Park County Arena Board must all be party to. The agreement outlines all areas of responsibility for each entity and specifies obligations of each throughout the grant project. This PDA agreement is very similar to other agreements we have had when working with Forward Cody on other projects.

**FISCAL IMPACT**

The City of Cody will have very limited fiscal impact as this is a pass through grant. The City of Cody will receive invoices from Forward Cody from the Vendor. Forward Cody will have paid the vendor; we will reimburse Forward Cody for the expense and then submit for our own reimbursement to the Wyoming Business Council. The only financial cost to the City is that of staff time to track and monitor the grant, request for reimbursement and process reimbursement to Forward Cody.

**ALTERNATIVES**

**RECOMMENDATION**

Staff recommends Council enter into a Project Development and Administration Agreement between the City of Cody, Forward Cody and the Park County Arena Board as required by the Wyoming Business Council Business Ready Communities Community Enhancement Grant Application for arena bleachers and authorize the Mayor to sign the agreement contingent upon the review and approval of the City Attorney.

**ATTACHMENTS**

1. Project Development Agreement
2. Bleacher Lease Agreement as mentioned within the Project Development Agreement

**AGENDA & SUMMARY REPORT TO:**

James Klessens, Forward Cody

[JKlessens@forwardcody.com](mailto:JKlessens@forwardcody.com)

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

## PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

**THIS AGREEMENT** (this “Agreement”) is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming (“**City of Cody**”), **Forward Cody Wyoming, Inc.**, a Wyoming non-profit corporation (“**Forward Cody**”), and the **Park County Arena Board**, a Wyoming Non-Profit corporation (“**Park County Arena Board**”).

### RECITALS

(A) The **City of Cody** will apply for a Wyoming Business Ready Communities – Community Enhancement Grant (the “**Grant**”) from the Wyoming Business Council (“**WBC**”) in the amount of Forty Thousand Seven Hundred and Eighty Dollars (\$40,780.00) (“**the grant**”) and will distribute the money from that grant to Forward Cody, pursuant to the terms of that grant according to state law, to allow Forward Cody to provide and buy and install new Bleachers at the Victor J. Riley Arena in Cody, Park County, Wyoming owned by the **Park County Arena Board**;

(B) **Park County Arena Board** is in the participating entity with respect to the above-described grant; and,

(C) The **City of Cody** and **Forward Cody** are aware that the new Bleachers at the Victor J. Riley Arena would aid in promoting the sound economic growth of the Park County, Wyoming area through, among other things, enhancing off season activities, improving a facility to ensure that applicable fire codes and Americans with Disabilities Act (ADA) requirements are met and ensuring that the safety and accessibility needs of the general public are met in the Victor J. Riley Arena in Park County, Wyoming, all of which constitute a public purpose, and,

(D) The program under which the grant is given authorizes the administration of the Bleacher Project by a community development organization other than the Grant applicant pursuant to a written agreement between the applicant and the community development organization; and

(E) **Forward Cody** is a community development organization; and

(F) The Bleacher Project will require an expenditure of time and resources for the administration of the grant. **Forward Cody** has expertise and knowledge of the Bleacher Project to properly perform the project administration; and,

(G) It is of a definable benefit to the **City of Cody**, to ensure that the safety and accessibility needs of the general public are met in the Victor J. Riley Arena in Park County, Wyoming area and reasonably necessary to City of Cody to meet these goals, based upon the expertise of **Forward Cody**, that **Forward Cody** administer the Bleacher Project.

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

## **BLEACHER PROJECT DESCRIPTION:**

The Bleacher Project involves the purchase and installation of Sixty feet (60') of eight Tier Telescoping Bleachers along the east interior wall of the Victor J. Riley Arena and Eighty Four feet and Ten inches (84' 10") of eight Tier Telescoping Bleachers along the north interior wall of the Victor J. Riley Arena; all with Plastic Seats with Intermediate Aisles, Ready Rails at ends, Wall Attached, Plywood Decks with alternate set-up to include: Removable 4' walkway at front, Access Ramps at both ends of 60 foot Bank, Access Ramp at one end of 85 foot Bank, Stairs at opposite end of 85 foot Bank, Necessary Safety Rails at front of systems and Approval and Final Inspection Drawings provided. All Bleachers will be ADA and Park County Fire Code compliant. The Project also involves the leasing of all the new Bleachers to the **Park County Arena Board** from **Forward Cody**. The purchase and installation of the new Bleachers will be partially funded by the Grant. The terms and requirements of the Grant agreement are, by this reference, incorporated herein.

### **1. OBLIGATIONS OF FORWARD CODY:**

1.A. **Forward Cody** shall be responsible for all phases of grant management and administration of the Bleacher Project, including, without limitation, construction of the Bleachers. In this capacity, **Forward Cody** shall, among other things necessary to manage the Bleacher Project:

1.A(i). With the agreement of the **City of Cody** and **Park County Arena Board**, choose a qualified firm to develop plans and specification for the Bleacher Project.

1.A(ii). Contract with a person or entity chosen with the agreement of the **City of Cody** and **Park County Arena Board** to purchase the necessary Bleachers from and for the erection and installation of the Bleachers.

1.A(iii). Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law. As part of this obligation, **Forward Cody** shall comply with any and all advertising and bidding requirements for all phases of the Bleacher Project, and shall not hire, contract with, bind itself or otherwise commit grant money for purchase and construction of the Bleachers until it has consulted with **City of Cody** staff to ensure compliance with state advertising and bidding requirements.

1.A(iv). Keep appropriate and complete records of transactions relative to the Grant.

1.A(v). Keep the **City of Cody** informed of all matters regarding the Bleacher Project and give regular reports to the **City of Cody** about the Bleacher Project. Such reports shall be given as often as the **City of Cody** requests and, at the option of the **City of Cody**, may be verbal or written.

- 1.A(vi). Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to the **City of Cody**.
- 1.A(vii). Own the Bleachers for a three (3) year period, during which **Forward Cody** shall enter into a three (3) year Bleacher Lease Agreement with **Park County Arena Board** (in a form substantially as set forth on Exhibit “B” hereto) for the continued operation and maintenance of these assets, said lease to charge a basic rental amount of approximately One Hundred Dollars (\$100.00) per year. Lease payments will be utilized to cover the ownership costs of the Bleachers.
- 1.B. With respect to the construction costs for the Bleachers, **Forward Cody** shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the **City of Cody** and/or the WBC. **Forward Cody** shall make such other reports in such forms and at such times as may be reasonably required by the **City of Cody** or the WBC.
- 1.C. In performance of its obligations under this Agreement, **Forward Cody** shall conform its conduct to the statutory obligations of the **City of Cody** and the grant requirements undertaken by the **City of Cody**.
- 1.D. The **City of Cody** may terminate this agreement for reasonable cause, or for any breach of this agreement by **Forward Cody** or **Park County Arena Board**. **Forward Cody** services shall be deemed to start after all parties have signed this agreement.
- 1.E. **Forward Cody** may not terminate this agreement before the successful completion of this Agreement. Following such completion, **Forward Cody** may terminate this agreement at any time upon giving the **City of Cody** sixty (60) days prior notice.
- 1.F. Upon the successful completion of this Agreement and the three (3) year Bleacher Lease Agreement with **Park County Arena Board** (in a form substantially as set forth on Exhibit “B” hereto), **Forward Cody** shall transfer all of its right, title and interest in and to the Bleachers to the **Park County Arena Board** by a good and sufficient Bill of Sale.

## 2. OBLIGATIONS OF THE **CITY OF CODY**:

- 2.A. The **City of Cody** shall:
- 2.A(i). Apply for the Grant on or before March 1, 2013.

- 2.A(ii). Notify WBC that **Forward Cody** is the designated community development organization with respect to the administration of the Grant.
- 2.A(iii). Forward any and all documentation received from WBC or others regarding this Bleacher Project to **Forward Cody** in a timely manner.
- 2.A(iv). Receive, review and submit in a timely fashion grant reports and requests for grant reimbursements submitted to the **City of Cody** by **Forward Cody**. **Forward Cody** recognizes that the submittal and payment process may take up to sixty (60) days, and will include a statement in all contracts with each architect, engineer, contractor and others who will be paid by grant funds (collectively “payees”) that informs the payees that payment for invoices may be delayed by at least sixty (60) days.
- 2.A(v). Forward all grant reimbursements from WBC to **Forward Cody** in a timely fashion for all appropriate expenses paid by **Forward Cody**.

**3. OBLIGATIONS OF PARK COUNTY ARENA BOARD:**

**3.A. Park County Arena Board shall:**

- 3.A(i). Pursue timely and efficient communications with **Forward Cody** regarding the planning, design and implementation of the Bleacher Project.
- 3.A(ii). Be responsible for any cost overruns associated with the Bleacher Project or changes that are completed at the request of **Park County Arena Board**.
- 3.A(iii). Provide oversight of the installation including the provision of labor and equipment if the provider deems the staff qualified.
- 3.A(iv). Enter into a Bleacher Lease Agreement with **Forward Cody** (in a form substantially as set forth on Exhibit “B” hereto) for the continued operation and maintenance of the Bleachers, said lease to charge a basic rental amount of One Hundred Dollars (\$100.00) per year. Lease payments will be utilized to cover the ownership costs of the Bleachers. During the term of the Lease Agreement, **Park County Arena Board**, as Lessee, shall: (i) bear all the costs of operation, upkeep, maintenance and repair of the Bleachers; (ii) inspect the Bleachers monthly; (iii) perform all inspections, maintenance and upkeep of the Bleachers as required by the applicable manufacturer's guidelines for operations, operating instructions, warranties and warranty

documentation; and (iv) insure that all safety mechanisms, signs, etc. are installed and posted properly and kept in place.

- 3.A(v). Provide in a timely fashion, all necessary information to **Forward Cody**, required for the submission of reports to the Wyoming Business Council. Bleachers reporting will be required during the term of the lease.

#### **4. BREACH AND REMEDIES:**

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the non-defaulting parties may take steps reasonably necessary to enforce their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or the filing of any arbitration determination shall lie in the District Court, Fifth Judicial District in Park County, Wyoming. Any arbitration shall be conducted in Cody, Wyoming.

#### **5. REPRESENTATIVES/NOTICES**

The **City of Cody** designates Nancy Tia Brown as their “**Representative**”, **Park County Arena Board** designates Colin Simpson as its “**Representative**” and **Forward Cody** designates James Klessens as its “**Representative**.” All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To **City of Cody**  
Mayor Nancy Tia Brown  
City of Cody  
P.O. Box 2200  
Cody, WY 82414

To **Park County Arena Board**  
C/O Colin Simpson  
1400 Heart Mountain Street  
P.O. Box 1902  
Cody, WY 82414

To **Forward Cody**  
Forward Cody Wyoming, Inc.  
Attn: James Klessens

1131 13th Street, #106  
Cody, WY 82414

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

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

6. **REPRESENTATIONS AND WARRANTIES OF PARK COUNTY ARENA BOARD**

**Park County Arena Board** represents and warrants that:

- 6.A. **Corporate Status.** **Park County Arena Board** is a non-profit corporation duly organized, validly existing, and in good standing under the laws of Wyoming.
- 6.B. **Corporate Power.** **Park County Arena Board** has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary corporate action by **Park County Arena Board**. This Agreement is a valid and binding obligation of **Park County Arena Board**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).
- 6.C. **Nonbreach of Other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of **Park County Arena Board** of any mortgage or lien to which **Park County Arena Board** is a party or is subject or by which **Park County Arena Board** or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which **Park County Arena Board** is a party or is subject or by which **Park County Arena Board** or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is

required in connection with the execution, delivery, or performance by **Park County Arena Board** of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

6.D. **No Pending Lawsuits.** There are no actions, suits, or proceedings against **Park County Arena Board** pending or, to the knowledge of **Park County Arena Board** threatened before any court or by or before any governmental instrumentality, which could have a materially adverse effect on the ability of **Park County Arena Board** to perform its obligations under this Agreement.

6.E. **No Default in Court Orders or Similar Agreements.** There exists no default by **Park County Arena Board** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Park County Arena Board** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.

6.F. **Signatory Authority.** Each person signing this Agreement on behalf of **Park County Arena Board** has the full authority to sign on behalf of and bind **Park County Arena Board** to this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES RELATING TO THE BLEACHER PROJECT.

**Forward Cody** represents and warrants that:

7.A. **Title.** Pursuant to Paragraph 1.A(ii) above, Forward Cody shall arrange for purchase of Bleachers sufficient for the erection and installation of the Bleacher Project.

7.B. **Other Interests.** **Park County Arena Board** has no contract with any third party holding any option to purchase, right of first refusal or right to purchase the Land or any portion thereof.

7.C. **No Leases or Contracts.** There are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by **City of Cody**, affecting or relating to the right of any party with respect to the Bleacher Project or any portion thereof which are obligations which will affect the Bleacher Project or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Bleacher Project which are obligations that will affect the Bleacher Project or any portion thereof.

7.D. **Existing Land Use Restrictions and Permits.** To the best of **Forward Cody's** knowledge, the Victor J. Riley Arena is currently zoned to permit the operation of an ice rink and arena such as currently exists and whose continued operation is contemplated by the Bleacher Project.

## 8. NECESSARY ACTS AND FURTHER ASSURANCES.

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

## 9. NO WAIVER OF IMMUNITIES:

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

## 10. AVAILABILITY OF FUNDS:

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

## 11. COMPLIANCE WITH LAWS:

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

## 12. INDEMNITY:

Forward Cody shall indemnify, defend and hold the City of Cody harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by Forward Cody related in any way to this Agreement. Park County Arena Board shall indemnify, defend and hold the City of Cody and Forward Cody harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by Park County Arena Board related in any way to this Agreement.

### 13. CONTRACTUAL MATTERS

13.A. **Performance Matters.** With respect to the performance of this Agreement, **Forward Cody** agrees as follows:

13.A(i). **Nondiscrimination.** **Forward Cody** shall comply with Presidential Executive Order 11246 entitled, “Equal Employment Opportunity,” as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as “ADA”). 42 U.S.C. 12101, et seq. **Forward Cody** shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

13.A(ii). **Publicity.** Any publicity given to the Bleacher Project or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Forward Cody** relative to the Bleacher Project, shall identify the **City of Cody** and WBC as the sponsoring agencies and shall not be released without prior written approval from the **City of Cody**. The **City of Cody** will respond within a reasonable time to requests by **Forward Cody** regarding proposed publicity.

13.B. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the **City of Cody** as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the **City of Cody**. In the event the **City of Cody** does not pass a resolution supporting the application by the **City of Cody** to WBC for grant funds for the Bleacher Project, the **City of Cody** shall have the right to declare this Agreement null and void and of no further force or effect. Thereby, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.

13.C. **Audit.** The **City of Cody** and any of its representatives shall have access to any books, documents, papers, and records of **Forward Cody** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Forward Cody** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

13.D. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall

not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- 13.E. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.
- 13.F. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- 13.G. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Bleacher Project, whether complete or incomplete, and any other, reports, records, data, samples, specimens and materials of any kind related to the construction of the Bleachers shall be considered all times to be the property of **Forward Cody.**
- 13.H. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.
- 13.I. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- 13.J. **Successors and Assigns.** **Forward Cody** shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without

the prior written consent of the **City of Cody**. **Park County Arena Board** not shall use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Cody and Forward Cody. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute a consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody** and/or **Forward Cody**.

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

DATED effective \_\_\_\_\_, 2013.

**CITY OF CODY, WYOMING**

**FORWARD CODY WYOMING, INC.**

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

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

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

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

**PARK COUNTY ARENA BOARD**

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

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

DRAFT

## **BLEACHER LEASE AGREEMENT**

THIS BLEACHER LEASE AGREEMENT is made and entered into between **Forward Cody Wyoming, Inc.**, a Wyoming non-profit corporation (herein called "Lessor") and **Park County Arena Board**, a Wyoming non-profit corporation (herein called "Lessee").

WHEREAS, Lessor owns the new Bleachers installed at the Victor J. Riley Arena owned by Lessee that were purchased and installed with the assistance of a \$40,780.00 grant from the Wyoming Business Ready Communities - Business Committed Grant from the Wyoming Business Council (WBC) that was obtained with the assistance of Lessor and the City of Cody.

WHEREAS, Lessor desires to lease said Bleachers to Lessee and Lessee desires to lease the Bleachers from Lessor upon the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set for the herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows.

1. LEASE. Lessor hereby leases to Lessee the new Bleachers installed at the Victor J. Riley Arena in Cody, Wyoming that were purchased and installed with partial funding from Wyoming Business Ready Communities - Business Committed Grant from the Wyoming Business Council.

2. LEASE TERM. The term of this Lease shall be for three (3) years commencing upon the completion of construction on or about October 1, 2013 and ending on or about October 1, 2016 and subject to the terms and conditions of this Lease Agreement.

3. LEASE RENTAL PAYMENTS. During the term of this Lease Agreement, Lessee shall pay to Lessor \$100.00 per year payable within ten days of the first day of the lease term and within ten days of every lease year thereafter. Prepayment of lease rent is allowed.

4. OPERATIONS AND MAINTENANCE. The Bleachers must be attached to the walls of the Victor J. Riley Arena to function properly but the Bleachers will remain the property of Lessor during the term of this Lease. During the term of this Lease, Lessee shall: (i) bear all the costs of operation, upkeep, maintenance and repair of the Bleachers; (ii) inspect the Bleachers monthly; (iii) perform all inspections, maintenance and upkeep of the Bleachers as required by the applicable manufacturer's guidelines for operations, operating instructions, warranties and warranty documentation; and (iv) insure that all safety mechanisms, signs, etc. are installed and posted properly and kept in place.

5. TAXES AND INSURANCE. Lessee pays no property taxes as a non-profit corporation. Lessee shall purchase and maintain property insurance on the Bleachers for their replacement cost. Lessee purchase and shall maintain general liability insurance in a sum of not less than \$1,000,000 naming Lessor as additional insured during the term of this Lease. Lessee shall provide Lessor with evidence of such insurance by July 1st of each year and upon request of Lessor.

6. NON-ASSIGNMENT. Lessee shall not assign this Lease, or sublet all or any part of the Bleachers without the prior written consent of Lessor.

7. BREACH AND REMEDIES. Any party believing that the other is in breach of the provisions of this Lease Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the nondefaulting parties may take steps reasonably necessary to enforce their rights under this Lease Agreement. Any controversy or claim arising out of or related to this Lease Agreement, or the breach thereof, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or the filing of any arbitration determination shall lie in the District Court, Fifth Judicial District in Park County, Wyoming. Any arbitration shall be conducted in Cody, Wyoming.

8.. Representatives/Notices. Lessor designates James Klessens as its "Representative." Lessee designates Bob Brenner as its "Representative." All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To Lessor  
Forward Cody Wyoming, Inc.  
Attn: James Klessens  
1131 13th Street, #106  
Cody, WY 82414

To Lessee  
C/O Bob Brenner  
Park County Arena Board  
1400 Heart Mountain Street  
P.O. Box 1902  
Cody, WY 82414

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

When dealing with each other in the performance of this Lease Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Lease Agreement.

9. GENERAL. Facsimile signatures shall have the same force and effect as original signatures. This Bleacher Lease Agreement may be executed in one or more counterparts, each

of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**LESSOR**

**LESSEE**

**FORWARD CODY WYOMING, INC.**

**PARK COUNTY ARENA BOARD**

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

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

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

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

MEETING DATE: APRIL 16, 2013  
 DEPARTMENT: PARKS, RECREATION, AND  
 PUBLIC FACILITIES  
 PREPARED BY: RICK MANCHESTER,  
 DIRECTOR  
 PRESENTED BY: RICK MANCHESTER,  
 DIRECTOR

**AGENDA ITEM SUMMARY REPORT**  
**Mini Golf Fee Increase**

**ACTION TO BE TAKEN:**

Request that City Council approves amending the agreement to allow an increase of mini golf round fees by one dollar for each round of golf sold.

**SUMMARY OF INFORMATION:**

In 2008, the City of Cody offered a request for proposals (RFP) to operate the mini golf course in City Park. Wanda and Dave Midthun were the only interested party submitting a proposal for the mini golf operation. Wanda Midthun has been the lessee for the past five years and has done a very good job with the operation. We have not received any other requests to operate the mini golf course. This is the final year to the existing agreement between the Midthuns and the City. The City is considering bringing the operation in-house to assist in revenue generation for the Parks and Recreation Department.

The current lease is a 60/40 split with the current contractor. The City receives 40% of the revenue (about \$18,000) generated as compensation for the City. The following table shows current per round fees and proposed fees.

Price Category	Current Rate 2012	Proposed Rate May 1, 2013
Per Player	\$4 per round	\$5 per round
Rec Center Members, CAN Club, and Coupons	\$3 per round	\$4 per round
Children under 4 years and School trips in May	\$2 per round	\$3 per round
Groups with 10 or more	\$3 per round	\$4 per round
Value Pack	\$30 per 10 rounds	\$40 per 10 rounds

**FISCAL IMPACT**

The 20% increase to fees is estimated to bring the City an additional \$3,600 in revenue.

**ALTERNATIVES**

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

1. Approve the request to increase fees by \$1.
2. Deny the request and keep the fees the same as in 2012.
3. Propose a different increase.

**ATTACHMENTS**

1. Current agreement

**AGENDA & SUMMARY REPORT TO:**

Wanda Midthun,  
[wmidthun@park6.k12.wy.us](mailto:wmidthun@park6.k12.wy.us)

## LEASE AGREEMENT FOR CITY PARK MINIATURE GOLF COURSE

THIS LEASE AGREEMENT is made and entered into this 17<sup>th</sup> day of January, 2011, by and between the City of Cody, Wyoming (Lessor) and Wanda Midthun (Lessee).

### RECITALS

1. Lessor is a municipal corporation in Park County, Wyoming. Lessor owns a miniature golf course located in City Park, 908 Sheridan Avenue, Cody, Wyoming.
2. Lessee is an individual who desires to lease the miniature golf course for the purposes of operating and maintaining it as a miniature golf course. NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:
3. Lessor does hereby demise and lease unto Lessee and Lessee does hereby lease and rent from Lessor the following described property:

A parcel of land approximately 70' X 200' adjoining and lying to the west of the tennis courts in City Park, and being in the northwest corner of said City Park and being located at the intersection of Ninth Street and Sheridan Avenue in the City of Cody, Wyoming; and together with all equipment set forth and described in Exhibit A, attached hereto and made a part hereof by this reference.

4. The term of this lease shall be for three (3) golf seasons. Golf season shall be defined as the period between May 17 and September 30 of each year. Each year Lessee shall commence operating the miniature golf course on or about May 17, but in no event later than five (5) days prior to Memorial Day. Lessee shall cease operating the miniature golf course each year on or before September 30. Lessor retains the right and has the right to use and operate the miniature golf course at all other times except for the golf season specified in this paragraph.
5. This agreement shall commence beginning May 17, 2011, and shall terminate on the last day of operation in 2013, unless otherwise terminated pursuant to this agreement.
6. Hours of operation generally shall be as follows: 11 a.m. to 10 p.m. Beginning with the first day of school in August and through the end of the season, hours on Monday through Thursday shall generally be from 4 p.m. to 10 p.m., and on Fridays from 1 p.m. to 10 p.m. Hours on Saturday and Sunday shall remain 11 a.m. until 10 p.m. After Labor Day weekend, Lessee may restrict operations to weekends only.

7. Rental payments:

- a. Lessee agrees to pay to Lessor as rent for the above-described miniature golf course and equipment a monthly rental amounting to forty percent (40%) of the gross income for each month. All rent shall be due and payable on or before the tenth day following the end of the month for which the rent is due and being computed upon. Lessor reserves the right at any time and upon reasonable notice to audit the receipts, invoices, bookkeeping and other financial paperwork maintained by Lessee for the purposes of determining accurate and proper payment to Lessor.
- b. Lessee may sell soft drinks, non-alcoholic beverages, candy and /or other snacks during the hours the golf course is operating. Lessee shall pay to City 40% of the net proceeds from such sales.

8. Lessor shall pay all charges for water, electricity and garbage. Lessee shall pay for charges for telephone and cable television.
9. Lessee covenants and agrees to use the leased premises as a miniature golf course and to make no unlawful use thereof and shall not keep or maintain thereon any substance or material or conduct the business in any manner which may cause a nuisance or hazard. Lessee shall inspect the leased premises daily to identify and correct any potential hazards. Lessee shall sanitize golf clubs and balls between uses.
10. Lessee shall charge each individual player a fee of \$4 per round, provided however, a group rate of \$3 per player per round shall be charged for all groups of 10 or more individuals. Children 4 and younger will be charged \$2 per round. Cody High School students showing a valid and current CAN card will be charged \$3 per person per round. Paul Stock Aquatic and Recreation Center members may play for \$3 per round. Value Packs of 10 rounds will be made available by lessee for \$30. Lessee may give a free game to individual players scoring a hole-in-one on the 19<sup>th</sup> hole. Lessee shall maintain records, in a format approved by the City, documenting each individual player who plays, and each group that plays. A record of each free game card redeemed shall be maintained by Lessee.
11. Lessor agrees to make minor repairs prior to the beginning of each golf season. At the end of each golf season, Lessee shall make a request to Lessor for all repairs that Lessee believes are necessary before the beginning of the next golf season. Examples of minor repairs are painting, obstacle repair and maintenance. Lessee agrees that during the term of this lease, Lessee will keep the leased premises, equipment and supplies in a good state of repair and shall perform all normal maintenance and repairs and shall replace any damaged, lost and broken equipment and supplies at the end of each golf season.

12. Upon termination of the lease, Lessee shall return the leased premises and equipment to Lessor in the same condition as when Lessee received them, normal wear and tear excepted. Lessee shall, at all times, maintain the leased premises and equipment in a neat, clean and orderly condition. Lessee shall mow lawns, vacuum greens, and empty garbage, pick up litter and take such other reasonable steps to ensure the cleanliness of the leased premises. Lessee shall drain, clean and refill the water obstacle as needed and at the request of City personnel. Lessee must first obtain prior approval of Lessor before making any improvements or changes to the leased premises.
13. Lessee shall be responsible for obtaining and providing the following: score cards, pencils, balls, furniture, free game cards, vacuums, cleaning supplies, water hose and lawn mower.
14. Lessor may carry fire and casualty insurance on the lease premises and equipment as it deems necessary. Lessee shall obtain and maintain a general public liability insurance policy in the amount of \$1 million for personal injury, death and property damage arising out of the use, occupancy or presence of the leased property, including claims for personal injury, death or property damage to third parties. Lessor shall be named as an additional insured on the insurance policy. Lessee hereby indemnifies and holds harmless the City from any and all claims of personal injury, death and property damage which may arise out of Lessee's use, occupancy and presence on the leased property, including claims by third parties.
15. Lessor may, at any time, enter the leased premises to view the same, and Lessee agrees that upon reasonable notice Lessee shall make all books and records of the operation of the miniature golf course available to Lessor for review and examination.
16. Lessee shall not assign this lease, nor sublet all or any part of this leased premises or equipment.
17. This lease agreement may be terminated at any time by either party upon thirty (30) days written notice.
18. Lessor and Lessee will conduct an annual review of operations after the miniature golf course is closed for the season and at least sixty (60) days prior to the opening of the golf season. The purpose of that review shall be to make adjustments, if any, to fees and rates charged to users of the golf course, the amount of rent charged by Lessor and to the dates and hours of operation.

19. Any notice provided herein shall be considered as properly given as of the date of mailing if sent by registered mail, postage prepaid, addressed to the Lessee as follows:

Wanda Midthun  
3938 Carter Mountain Drive  
Cody, Wyoming 82414

And to the Lessor as follows:

City of Cody  
P.O. Box 2200  
Cody, Wyoming 82414

20. By entering into this agreement, the City of Cody does not waive its governmental and sovereign immunity. The City of Cody expressly reserves the right to assert governmental immunity and sovereign immunity as a defense to any action arising under this agreement.

21. This agreement contains the entire understanding between the parties and there are no other promises, covenants, representations or obligations except those described in this written agreement.

**CITY OF CODY, WYOMING**

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MAYOR NANCY TIA BROWN

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WANDA MIDTHUN

ATTEST:

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JENNI ROSENCRANSE, Administrative  
Services Director

MEETING DATE: APRIL 16, 2013  
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 Location of a Winery Permit**

**ACTION TO BE TAKEN:**

Approve the transfer of location of the winery permit held by Buffalo Jump Wines, LLC contingent upon transfer of the Federal license and meeting all applicable zoning and building regulations.

**SUMMARY OF INFORMATION:**

Scott Wagner has requested to transfer the location of the winery permit currently held by Buffalo Jump Wines LLC from 2526 Mountain View Drive to 1326 Beck Ave. Mr. Wagner will be using this location to manufacture, bottle, and sell wine in the same manner as he does at his current location. The application for the transfer is complete and no objections have been received by the Wyoming Liquor Division. If approved, the license would be transferred to the new location once the Federal license has been transferred and all zoning and building regulations have been met.

**FISCAL IMPACT**

If approved, the City would receive a \$100 transfer fee.

**ALTERNATIVES**

1. Deny the request to transfer location of the winery permit.

**ATTACHMENTS**

Transfer application, drawing of dispensing and manufacturing room, lease agreement

**AGENDA & SUMMARY REPORT TO:**

Scott Wagner      307-250-7653

## 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: 3 / 12 / 2013

Basic Fee:	Annual Fee	Prorated Fee
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>260.00</u>	

Required Attachments Received: Yes

Advertising Dates(4): 3/20, 3/27, 4/3, 4/10 2013

Hearing Date: 4 / 16 / 2013

Local Licensing Number: 608

For the license term: 4 / 14 / 2013  
Month Day Year

Through: 7 / 31 / 2013  
Month Day Year

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

Formerly Held By: Buffalo Jump Wines LLC

Applicant: Scott Wagner Beckie Tilden

Trade Name (dba): Buffalo Jump Wines

Premise Address: 1326 Beck Ave  
Number & Street

Cody WY 82414 Park  
City State Zip County

Mailing Address: PO Box 2388  
Number & Street or P.O. Box

Cody WY 82414  
City State Zip

Business Telephone Number: (307) 250-7653

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

E-Mail Address: scott@buffalojumpwines.com

**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.**

<p><b>FILING FOR</b></p> <p><input type="checkbox"/> NEW</p> <p><input checked="" type="checkbox"/> TRANSFER LOCATION</p> <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN</b> (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS</b> (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p>	<p><b>TYPE OF LICENSE OR PERMIT</b> (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input checked="" type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon - Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>11am - 8pm</u></p>
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1. Location of License:

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

21.5' x 38' room on north end of building, 33' x 38' and 17.5' x 38' manufacturing room on south end

(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:

Portion of lot 9, all of lot 10, Block 15, Original Town of Cody

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 2/28/2017 located on page 2 paragraph 3.1 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 3 of lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF WYOMING )

SS.

COUNTY OF Park )

Before Me, Amy Campbell, (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for

Park County, State of Wyoming, personally appeared

Scott Wagner name he/she being first duly sworn  
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



My Commission expires: January 17, 2016

1. SAW
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Witness my hand and official seal:

Amy Gull  
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 3/12/2013

**REQUIRED ATTACHMENTS:**

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

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

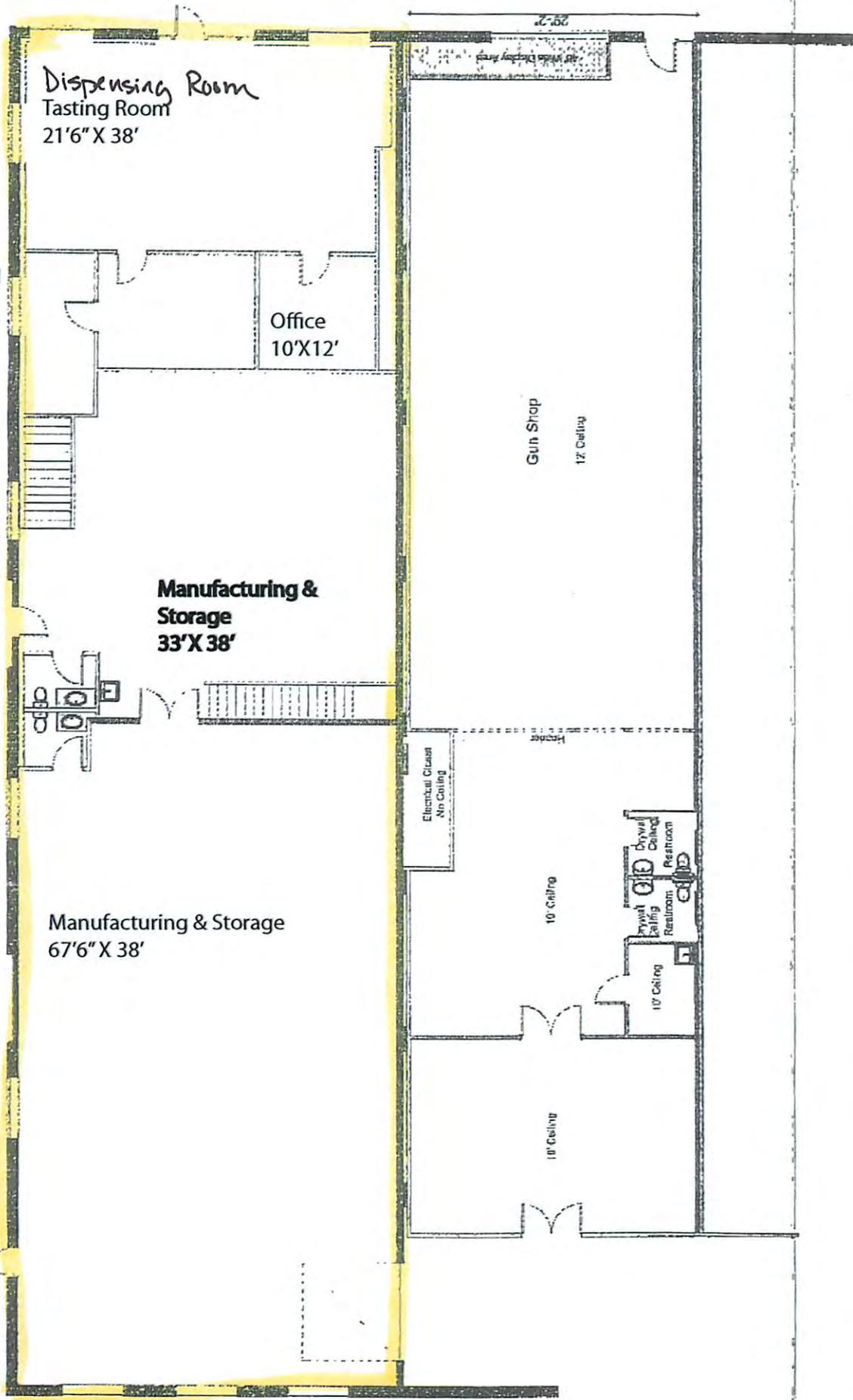
When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale 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.

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

Beck Avenue

NORTH

Parking



# LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 8<sup>th</sup> day of March, 2013, between Steven L. Parkes ("Parkes"), and Buffalo Jump Wines, LLC, a Wyoming limited liability company, ("Buffalo Jump").

WITNESSETH:

WHEREAS, Parkes is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, Buffalo Jump desires to lease THE PREMISES for use as a retail and wholesale wine production, bottling and sales facility as well as for other associated wine activities; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities of the respective parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## SECTION ONE: DEFINITIONS

1.1 As used in this Lease Agreement:

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Lease Agreement;
- b) "THE BUILDING" shall be used to refer to the building located at a portion of Lot 9 and all of Lot 10, Block 15 in the Original Town (now city) of Cody, Park County, State of Wyoming;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
- e) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and

- f) "THE PREMISES" shall be used to refer to the specific square feet of space leased to this Buffalo Jump in THE BUILDING more particularly described in Paragraph 2.1.

SECTION TWO: SUBJECT AND PURPOSE

2.1 Parkes leases THE PREMISES more particularly described as follows:

Five Thousand Three Hundred Eighty (5,380) square feet of space on the first floor, plus additional space in the attic area and partial basement in THE BUILDING located at 1326 Beck Avenue, Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a retail and wholesale wine production, bottling and sales facility as well as for other associated wine activities; Buffalo Jump is further specifically authorized to sell alcohol from the premises during the term of THIS AGREEMENT. If, in the opinion of Parkes, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such activities, Parkes may give Buffalo Jump written notice requiring Buffalo Jump to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND RENT

3.1 Parkes leases THE PREMISES for a term of four (4) years, commencing March 1, 2013 at 12:00 noon and terminating on February 28, 2017, at 12:00 noon, or sooner as provided herein, at the monthly rental amount for the term of the Lease, as follows:

- 3.1.1 For the period beginning on March 1, 2013 and continuing through June 30, 2013 at the rate of \$800.00/Month;
- 3.1.2. For the period beginning on July 1, 2013 and continuing through December 31, 2013 at the rate of \$1,500.00/Month; and
- 3.1.3 For the period beginning on January 1, 2014 and continuing through February 28, 2015 at the rate of \$2,200.00/Month;
- 3.1.4 For the period beginning on March 1, 2015 and continuing through February 28, 2016 at the rate of \$2,800.00/Month; and
- 3.1.5 For the period beginning on March 1, 2016 and continuing through February 28, 2017 at the rate of \$3,200.00/Month.

All payments required herein are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof.

3.3 On the date of commencement of THIS AGREEMENT, Buffalo Jump shall remit to Parkes a security deposit in the total amount of \$2,800.00.

3.4 All payments of rent shall be made by Buffalo Jump to Parkes without notice or demand, at such place as Parkes may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by Parkes of rent in any manner other than herein specified, shall not be a waiver of the rights of Parkes to insist on having all other payments of rent made in the manner and at the time herein specified.

3.5 No payment by Buffalo Jump or receipt by Parkes of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Parkes may accept such check or payment without prejudice to Parkes' rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.6 All charges, costs and expenses which Buffalo Jump is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Buffalo Jump's failure to pay such amounts, and all damages, costs and expenses which Parkes may incur by reason of any default of Buffalo Jump, or failure on Buffalo Jump's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional rent, and, in the event of non-payment by Buffalo Jump, Parkes shall have the rights and remedies with respect thereto as Parkes has for the non-payment of the BASIC RENT.

3.7 It is the intention of the parties that Parkes shall receive the rents and all sums payable by Buffalo Jump under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. Buffalo Jump shall, however, be under no obligation to pay any real estate taxes, building fire insurance, principal or interest on any Mortgage on the leased property, income tax payable by Parkes or any

gift, inheritance, transfer or estate tax by reason of any present or future law which may be enacted during the term of THIS AGREEMENT.

3.8 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due. In the event Buffalo Jump shall not pay any and all payments when due for more than three (3) total times, Parkes, at Parkes' option, may terminate THIS AGREEMENT.

#### SECTION FOUR: TAXES

4.1 Parkes shall assume responsibility for all real property taxes. Buffalo Jump shall be responsible for the total of all personal property taxes levied against it.

#### SECTION FIVE: UTILITIES

5.1 During the term of THIS AGREEMENT, Buffalo Jump shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up, telephone, security and the like, with all such services billed directly to Buffalo Jump.

5.2 Parkes shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by Buffalo Jump. In the event Buffalo Jump shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at Buffalo Jump's expense, with such installation first being approved by Parkes.

5.3 In the event Buffalo Jump shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently located on THE PREMISES, all design and installation shall be supervised and approved by Parkes or Parkes' agents. All reasonable costs incurred by Parkes which are directly associated with the supervision of design and installation shall be reimbursed by Buffalo Jump to Parkes upon presentation of any bills, statements or invoices designating such costs.

## SECTION SIX: INSURANCE

6.1 Parkes shall keep THE BUILDING, of which THE PREMISES are a part, insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 Buffalo Jump shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of Buffalo Jump. Parkes shall have no responsibility for the loss of any personal property of Buffalo Jump maintained on THE PREMISES.

6.3 Buffalo Jump, at Buffalo Jump's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage which may occur as a result of Buffalo Jump's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." Buffalo Jump further agrees to indemnify and hold Parkes harmless from all claims for personal injuries, death and property damages which occur as the result of Buffalo Jump's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by Buffalo Jump or any contractor selected by or for Buffalo Jump.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company licensed by the Wyoming Insurance Commissioner, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Parkes before the commencement of the term of THIS AGREEMENT, or before any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, whichever is sooner.

6.5 Upon renewal of such insurance (said renewal being prior to the expiration of any existing insurance), Buffalo Jump shall deliver to Parkes evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without forth-five (45) days prior written notice to Parkes.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name Buffalo Jump as the insured and Parkes as an additional insured thereunder.

#### SECTION SEVEN: RENOVATION ACTIVITIES

7.1 Buffalo Jump agrees to accept THE PREMISES in their present condition "as is," without calling upon Parkes to make any expenditures or to perform any work for the preparation of THE PREMISES for Buffalo Jump's intended use.

7.2 Buffalo Jump shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of Parkes, which consent shall be in Parkes' sole discretion. Parkes is aware, however, that, within one (1) year from the commencement of THIS AGREEMENT, Buffalo Jump intends to conduct certain RENOVATION ACTIVITIES in order to conform THE PROPERTY to Buffalo Jump's use, including:

- 7.2.1 Walling in the doorways and through-ways in the east wall of THE PROPERTY and refinishing said walls to match other walls in the building in their present condition;
- 7.2.2 Replacing the overhead doors at the west loading dock;
- 7.2.3 Removal of the brick building on the west side of the property in order to facilitate easier deliveries to THE PREMISES; and
- 7.2.4 All plumbing, electrical and infrastructural modifications required to conform THE PREMISES to Buffalo Jump's use.

All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and, excepting those about which the parties have agreed

otherwise in writing, shall at once when made or installed be deemed to have attached to THE PREMISES and to become the property of Parkes and shall remain for the benefit of Parkes at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if, prior to the termination of THIS AGREEMENT or within fifteen (15) days thereafter, if Parkes so directs, Buffalo Jump shall promptly remove the additions, improvements, fixtures and installations which were placed on THE PREMISES by Buffalo Jump and which are designated in said notice and repair any damage occasioned by such removal, and, in default thereof, Parkes may effect said removal and repairs at Buffalo Jump's expense. In the event Parkes consents to any such RENOVATION ACTIVITIES as herein provided, Buffalo Jump shall indemnify and save Parkes harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event Buffalo Jump shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by Parkes or Parkes' agents. All reasonable costs incurred by Parkes which are directly related to the supervision of design and renovation shall be reimbursed by Buffalo Jump to Parkes upon presentation of any bills, statements or invoices designating such costs.

7.4 Buffalo Jump shall indemnify and save Parkes harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to Buffalo Jump in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 Buffalo Jump will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to Buffalo Jump, provided that Buffalo Jump shall have the right to contest the validity of any lien or claim if Buffalo Jump shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, Buffalo Jump shall immediately pay any Judgment rendered against

Buffalo Jump with all proper costs and charges and shall have such lien released without cost to Parkes.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to Buffalo Jump's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by Buffalo Jump, at Buffalo Jump's sole cost and expense, upon first contacting Parkes for approval.

#### SECTION EIGHT: REPAIRS

8.1 Buffalo Jump shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems, occasioned by the fault or negligence of Buffalo Jump or the employees of Buffalo Jump, and shall maintain all such systems in good condition. Buffalo Jump shall further provide all incidental items necessary for operation of THE PREMISES, including such items as light bulbs. Buffalo Jump shall further be responsible for and shall repair any damage done to the common areas of THE BUILDING occasioned or caused by Buffalo Jump upon moving into or out of THE PREMISES.

8.2 Parkes shall make NECESSARY REPAIRS to THE PREMISES and attendant systems not occasioned by negligence or fault of Buffalo Jump, or Buffalo Jump's employees or patrons and, subject to the notifications described in Section Sixteen, may enter THE PREMISES at any and all reasonable hours to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of Parkes.

8.3 All maintenance and repairs made by Buffalo Jump shall be at least equal in quality and class to the original work.

#### SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 Buffalo Jump shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct Buffalo Jump's business in a manner not permitted in accordance with Section 2.2 above or in a manner constituting a nuisance of any kind. Buffalo Jump shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 Buffalo Jump shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of Parkes. Should Parkes approve of the use or storage of any hazardous material, Buffalo Jump shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. Buffalo Jump hereby holds Parkes harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by Buffalo Jump. Should Buffalo Jump fail to notify and obtain Parkes' pre-approval for the use or storage of any hazardous material, Parkes may, at its option, terminate this LEASE upon three (3) days' notice to Buffalo Jump.

9.3 Buffalo Jump and Buffalo Jump's employees or agents shall refrain from smoking in THE BUILDING, including hallways, rest rooms or any other common area.

#### SECTION TEN: INDEMNITY

10.1 Buffalo Jump shall indemnify and save Parkes harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of Buffalo Jump, in or about THE PREMISES, and shall further indemnify and save Parkes harmless against and from any and all claims arising from any breach or default on the part of Buffalo Jump in the performance of any covenants or agreement on the part of Buffalo Jump to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of Buffalo Jump, or any of Buffalo Jump's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein;

and, in case any action or proceeding be brought against Parkes by reason of any such claim, Buffalo Jump, upon notice from Parkes, covenants to resist or defend, at Buffalo Jump's expense, such action or proceeding by legal counsel satisfactory to Parkes.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of Buffalo Jump to pay any rental or other sums when due hereunder, or Buffalo Jump's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by Buffalo Jump, for more than five (5) days after notice of such default shall have been given to Buffalo Jump (or other length of time if specified herein to the contrary) or, if Buffalo Jump shall suffer THIS AGREEMENT to be taken under any writ of execution, then Parkes, besides other rights or remedies Parkes may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Buffalo Jump, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Parkes shall not be required to remove any property, personal or otherwise, whether such property is Parkes' or Buffalo Jump's, from THE PREMISES.

11.2 If Parkes, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then Parkes may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental or rentals and upon such other terms and conditions as Parkes in Parkes' sole discretion may deem advisable. Upon such re-letting, all rentals received by Parkes from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from Buffalo Jump to Parkes, including but not

limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;

- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by Parkes and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by Buffalo Jump hereunder, Buffalo Jump shall pay any such deficiency to Parkes. Such deficiency shall be calculated and paid monthly or, at Parkes' option, may be calculated as a lump sum shall be due in a single payment. No such re-entry or taking possession of THE PREMISES by Parkes shall be construed as an election on Parkes' part to terminate THIS AGREEMENT unless a notice of such intention be given to Buffalo Jump or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Parkes may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should Parkes at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies Parkes may have, Parkes may recover from Buffalo Jump all damages Parkes may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in THIS AGREEMENT for the remainder of the stated term over the then-reasonable rental value of THE PREMISES for the remainder of the stated term, all of which amounts shall be immediately due and payable from Buffalo Jump to Parkes.

11.3 In addition to any other remedies Parkes may have at law or equity and/or under THIS AGREEMENT, Buffalo Jump shall pay upon demand all of Parkes' legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by Parkes, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of

any covenant under THIS AGREEMENT, or for any other relief against Buffalo Jump. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If Buffalo Jump shall become bankrupt or file any debtor proceedings, or take or have taken against Buffalo Jump, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Buffalo Jump's property, or, if Buffalo Jump makes an assignment for the benefit of creditors or petitions for or enters into such an arrangement, then and in that event THIS AGREEMENT shall, at the option of Parkes, be canceled and terminated, and any party claiming on behalf of Buffalo Jump shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Parkes, at any time when Buffalo Jump is in default under such covenant or condition hereof, be construed as a waiver of such default or of Parkes' right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by Parkes to Buffalo Jump be taken as an estoppel against Parkes, it being expressly understood that if, at any time Buffalo Jump shall be in default in any of its covenants or conditions hereunder, an acceptance by Parkes of rental during the continuance of such default or the failure on the part of Parkes promptly to avail itself of such other rights or remedies as Parkes may have, shall not be construed as a waiver of such default, but Parkes may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to Parkes by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Parkes might otherwise have by virtue

of a default under THIS AGREEMENT, and the exercise of one such right or remedy by Parkes shall not impair Parkes' standing to exercise any other right or remedy.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at the Buffalo Jump's option, shall terminate, and any prepaid, unearned rental shall be refunded to Buffalo Jump. If during the first twenty (20) days after such damage or destruction the Buffalo Jump agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and Parkes shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, controlled by THE BUILDING laws and ordinances, and the rental shall abate for such length of time during the period of replacement that Buffalo Jump is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, Parkes shall, at Parkes' option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and Buffalo Jump shall pay rent to Parkes for the damaged PREMISES should they be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then the rent shall abate during such time period. In the event that Parkes and Buffalo Jump cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by Parkes and Buffalo Jump, shall make the said determination.

12.2 Parkes shall not be responsible for any claim, cause of action, damage, cost or expenses in the event Buffalo Jump's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

SECTION THIRTEEN: [RESERVED]

SECTION FOURTEEN: SUBORDINATION

14.1 THIS AGREEMENT and all rights of Buffalo Jump hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. Buffalo Jump shall on demand execute, acknowledge and deliver to Parkes, without expense to Parkes, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if Buffalo Jump shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Parkes, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Buffalo Jump's attorney in fact and in Buffalo Jump's name. Buffalo Jump hereby irrevocably makes, constitutes and appoints Parkes, Parkes' successors and assigns, as Buffalo Jump's attorney in fact for that purpose.

SECTION FIFTEEN: LESSOR'S RIGHT TO PERFORM

15.1 If Buffalo Jump shall at any time be in default of the terms hereunder, Parkes may cure such default on behalf of Buffalo Jump, in which event Buffalo Jump shall reimburse Parkes for all sums paid to effect such cure, together with interest at the rate of eighteen percent (18%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, Parkes shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

SECTION SIXTEEN: LESSOR'S RIGHT OF ACCESS

16.1 Buffalo Jump shall permit Parkes or Parkes' agents to inspect or examine THE PREMISES at any reasonable time and shall permit Parkes to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES, or to THE BUILDING of which THE PREMISES are a part, that Parkes may deem necessary or which

Buffalo Jump have covenanted herein to do and has failed so to do, without the same being construed as an eviction of Buffalo Jump in whole or in part, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of Buffalo Jump's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, Parkes shall give Buffalo Jump ten (10) days' notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, Buffalo Jump shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES. Any exercise by Parkes of its rights to access or enter THE PREMISES shall at all times be subject to the reasonable security requirements of Buffalo Jump. The representatives of Parkes entering THE PREMISES shall, at all times while upon THE PREMISES, be accompanied by a representative of Buffalo Jump (subject to the terms of Section 16.2 below).

16.2 If Buffalo Jump shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, Parkes or Parkes' agents may authorize emergency personnel to enter THE PREMISES by a master key or to forcibly enter THE PREMISES (only after having notified Buffalo Jump's designee and afforded them reasonable time to arrive on THE PREMISES given the nature of the emergency), without rendering Parkes, Parkes' agents or such personnel liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 Parkes' right of entry or re-entry shall not be deemed to impose upon Parkes any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

#### SECTION SEVENTEEN: LESSEE'S RIGHT OF ACCESS

17.1 Buffalo Jump shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

#### SECTION EIGHTEEN: PARKING & COMMON AREAS

18.1 During the term of THIS AGREEMENT, Parkes shall provide a public parking area which shall be shared with other tenants of Parkes' property, and which Parkes shall maintain. Parking in the parking lot shall be on a first come, first served basis with no assigned parking spaces. Parkes shall not be responsible or liable for any damages occurring to any vehicle parked in the parking lot.

18.2 Buffalo Jump shall further have the right to utilize the common areas in the rear of THE BUILDING for access and delivery purposes, said access being for no more than one (1) year or until THE PREMISES are walled-off from the remainder of THE BUILDING pursuant to Section 7.2 above.

#### SECTION NINETEEN: ASSIGNMENT AND SUBLEASING

19.1 Buffalo Jump shall not assign, mortgage or encumber THIS AGREEMENT or sublet, underlet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of Parkes in each instance. The sale or transfer of stock control, if Buffalo Jump is or becomes a corporation, shall be deemed an assignment of THIS AGREEMENT, unless such sale or transfer results from the death of a stockholder of Buffalo Jump. Any consent by Parkes to an assignment or underletting or subletting shall not in any manner be construed to relieve Buffalo Jump, any assignee, undertenant or sublessee from obtaining the consent in writing of Parkes to any further assignment, underletting or subleasing.

19.2 Buffalo Jump shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless Parkes shall expressly waive Parkes' rights against Buffalo Jump to THIS AGREEMENT in writing prior to said sublease.

#### SECTION TWENTY: NOTICE

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return

receipt requested, to the party to be notified at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

#### SECTION TWENTY-ONE: SURRENDER OF POSSESSION

21.1 Buffalo Jump shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to Buffalo Jump herein, peaceably and quietly surrender and deliver THE PREMISES to Parkes, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by Buffalo Jump, all in good condition and repair.

#### SECTION TWENTY-TWO: SIGNS

22.1 Buffalo Jump shall not place or erect any signs of any nature on any part of THE PREMISES (including the interior and exterior) without having first obtained the appropriate City of Cody permit, if necessary. All such signs or alterations thereof shall remain subject to approval by the City of Cody, if necessary.

#### SECTION TWENTY-THREE: SALE OF PREMISES

23.1 In the event that Parkes should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, Buffalo Jump's option to renew THIS AGREEMENT for successive terms shall terminate. However, the sale of THE PREMISES, or any part of the real property upon which THE PREMISES are located, shall not affect the then-current term of THIS AGREEMENT, and Buffalo Jump shall have the right to complete the then-current term of THIS AGREEMENT to the expiration date.

23.2 Parkes and Buffalo Jump acknowledge that Buffalo Jump is, contemporaneously herewith, entering into an Option Agreement and Right of First Refusal whereby Buffalo Jump may purchase THE PREMISES and the adjacent premises described as a portion of Lot 9, all of Lots 10 and 11 , Block 15 in the Original Town (now

City) of Cody, Wyoming. Said Option Agreement shall be read *in pari materia* with THIS AGREEMENT and, upon Buffalo Jump's purchase of THE PREMISES, THIS AGREEMENT shall terminate and shall be of no further effect.

23.3 The parties agree that they shall record a Memorandum reflecting Buffalo Jump's leasehold interest in THE PREMISES, as well as the Option Agreement and Right of First Refusal.

#### SECTION TWENTY-FOUR: MISCELLANEOUS PROVISIONS

24.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

24.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between Parkes and Buffalo Jump. Parkes and Buffalo Jump expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between Parkes and Buffalo Jump other than the relationship of landlord and tenant.

24.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

24.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Parkes and Buffalo Jump. Each term and provision of THIS AGREEMENT to be performed by Buffalo Jump shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of Buffalo Jump is not intended to constitute a consent to assignment by Buffalo Jump but has reference only to those instances in which Parkes may have given written consent to a particular assignment.

24.5 Buffalo Jump acknowledges that Parkes and Parkes' agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and Buffalo Jump acknowledges that Parkes, Parkes' agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

24.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

24.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

24.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### SECTION TWENTY-FIVE: AUTHORITY OF SIGNATORIES

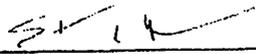
25.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as Buffalo Jump. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon Parkes and Buffalo Jump in accordance with the terms and conditions of THIS AGREEMENT.

#### SECTION TWENTY-SIX: TIME OF THE ESSENCE

26.1 Time is of the essence in all provisions of THIS AGREEMENT.

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

Parkes:

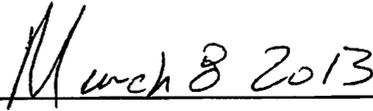
  
\_\_\_\_\_  
STEVE PARKES

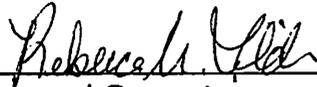
Buffalo Jump: BUFFALO JUMP WINES, LLC

By:   
\_\_\_\_\_  
Manager  
Scott Wagner

The undersigned hereby personally guarantee that Buffalo Jump will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. Parkes shall have the right to require the performance of the personal guarantor in place of the performance of Buffalo Jump without first having requested such performance by Buffalo Jump.

  
\_\_\_\_\_  
Personal Guarantor

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Personal Guarantor

  
\_\_\_\_\_  
Date

x:\transactional\p\prudential brokerage west\parkes-buffalo jump lease\lease agreement.doc

MEETING DATE:	APRIL 16, 2013
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**Preliminary Plat for the Boydston Minor Subdivision**

**PROJECT OVERVIEW**

Joseph Boydston, as property owner, has submitted an application for a five-lot minor subdivision. The 4.84 acre property is located on the west side of Date Street, immediately south of Big Horn Avenue. The preliminary plat drawing showing the lot layout is attached.

The property is zoned Open Business/Light Industrial (D-3). Lots 1, 3, and 5 are vacant, while Lot 2 has the former Joe's Auto repair facility (currently vacant building) and a barn/accessory dwelling. Lot 4 contains a residence built in 1996. The application indicates that the proposed usage of the lots is commercial/residential.

**PROJECT ANALYSIS**

The project has been reviewed by staff and the Planning and Zoning Board for compliance with the city subdivision ordinance. The application included a preliminary plat and final plat, with a number of requested variances. In the end, the Planning and Zoning Board determined that based on the subdivision ordinance requirements and criteria for granting variances, that the developer would be responsible for the widening their half of Date Street to a local street standard, but not to the major arterial standard shown in the master street plan. The applicant had requested a full waiver of all street improvements.

The original staff report to the Planning and Zoning Board is attached, as it outlines a number of options that staff analyzed relating to the improvement of Date Street (see pages 2-5 of that report for the street related issues).

The Planning and Zoning Board did not take action on the final plat application, because based on their recommendation for the preliminary plat there are additional items needed for the final plat relating to the improvement of Date Street.

Vote on the motion for the preliminary plat was unanimous (5-0). The motion included variances from dedication of additional right-of-way for Date Street, from construction of Date Street to arterial street standards (local street standard recommended), and from providing alleys.

The recommended conditions of approval for the preliminary plat are as follows:

1. Prior to consideration of the final plat by the Planning and Zoning Board and City Council, submit the utility letters as required by the City of Cody Code 11-3-3(B)(2). Be sure to include written correspondence from the irrigation/ditch company explaining the situation with the

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

existing ditches and any necessary easements, and verifying that all of their requirements for the subdivision have been satisfied.

2. The piping/covering of the irrigation ditch along the west boundary is required.
3. Provide utility easements as required by the utility providers. At a minimum, provide a 10-foot utility easement along Date Street.
4. The language on the final plat for the irrigation easement must be expanded to indicate the property or entity to which the easement is granted.
5. Note the variances granted on the final plat.
6. If a variance to the construction or timing of Date Street is not granted, the applicant must submit, with the final plat application, engineering plans for the construction of Date Street to City standards.
7. Sewer, water and power are available and are to be provided to each lot as specified by the City as part of the subdivision. Payment of ¾" or larger water connections for Lots 1, 3 and 5, and applicable electrical service fees must occur prior to final plat approval by Council. Installation of sewer services to Lots 1, 3 and 5, and payment of applicable sewer fees must be completed prior to any building permit or development on the lot.

*(The following conditions are not applicable based on the Planning and Zoning Board recommendation to require the developer to improve Date Street.)*

- ~~8. If some form of variance is granted for the construction of Date Street, one or more of the following will be applicable:
  - ~~a. (Not applicable as recommended) No improvement now: Include the following certificate of dedication on the final plat: "And do hereby agree to promote and participate in an improvement district for curb, gutter and sidewalk on Date Street when deemed necessary by the City of Cody. And further, that this language shall be contained in each and all conveyances of record."~~
  - ~~b. Improvement with lot development: If construction of Date Street is required in conjunction with individual lot development, add the following note to the final plat. "The owner of each lot of this subdivision is responsible for the improvement of their Date Street frontage to City street standards, including widening of the asphalt and installation of curb, gutter and sidewalk, pursuant to 11.2.2(B) of the City code, which states, "B. Improvements: No building shall be erected on any lot in any subdivision, nor shall a building permit be issued by the City for a building until all improvements reasonably expected and required by the City, such as streets, curb and gutter, sidewalk, sewer service, water service, etc., have been installed, approved and accepted by the City for the lot upon which the building is to be constructed." A performance bond for the construction to occur within one year of the building permit may be an option. Any utility service lines (e.g. water, sewer) must be extended to the lot before the street improvements are made."~~~~
- ~~9. If improvement of Date Street is to occur with lot development, the applicant shall either provide the engineer's estimated cost for the street improvements along the frontage of Lots 2 and 4 to the City prior to the Mayor signing the final plat (so the City can have the improvements made); or, provide a performance bond for construction of these segments of street by the developer's contractor, prior to the Mayor signing the final plat.~~

The Board directed Joe Boydston to speak with City staff regarding the requirements for the widening of Date Street.

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

**RECOMMENDATION:**

The Planning and Zoning Board recommends approval of the preliminary plat for the Boydston Minor Subdivision, subject to the recommended conditions listed in this report. They further recommend variances be granted to the alley requirement, dedication of additional right-of-way, and the street standard for Date Street, to permit construction of a local street instead of a major arterial street. As recommended (without the variance to street construction) the developer is responsible for construction of the west half of Date Street to city standards—which includes widening the road approximately 11-12 feet and installing curb, gutter and sidewalk.

**ALTERNATIVES**

Approve the preliminary plat as recommended by the P&Z Board, or with modifications directed by Council.

**ATTACHMENTS:**

Planning and Zoning Board packet.

**FISCAL IMPACT**

None

**AGENDA & SUMMARY REPORT TO:**

Joseph Boydston and Sage Civil Engineering.

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

<b>MEETING DATE:</b>	APRIL 9, 2013	<b>TYPE OF ACTION NEEDED</b>	
<b>AGENDA ITEM:</b>		P&Z BOARD APPROVAL:	
<b>SUBJECT:</b>	BOYDSTON MINOR SUBDIVISION—A FIVE-LOT PRELIMINARY AND FINAL PLAT APPLICATION. SUB 2013-03	RECOMMENDATION TO COUNCIL:	X
<b>PREPARED BY:</b>	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

**PROJECT OVERVIEW**

Joseph Boydston, as property owner, has submitted a preliminary plat application and final plat application for a five-lot minor subdivision. The 4.84 acre property is located on the west side of Date Street, immediately south of Big Horn Avenue. The preliminary plat drawing showing the lot layout is attached.

The property is zoned Open Business/Light Industrial (D-3). Lots 1, 3, and 5 are vacant, while Lot 2 has the former Joe’s Auto repair facility (currently vacant building) and a barn/accessory dwelling. Lot 4 contains a residence built in 1996. The application indicates that the proposed usage of the lots is commercial/residential.

Date Street and Subject Property (Top 2 looking south, Bottom 2 looking north):



### **SUBDIVISION REGULATIONS**

The subdivision ordinance requirements are as follows. Staff comments follow each requirement. When a variance from the standard is involved, it is noted.

#### 11-4-2: STREETS, ALLEYS AND EASEMENTS:

*A. Alignment: All proposed streets, alleys and easements shall align horizontally and vertically with existing streets, alleys and easements adjacent to or lying near the subdivision.*

Staff Comment- No new public streets are proposed.

*B. Conform to Master Street Plan: All streets shall conform to the city master street plan for size and approximate alignment.*

Staff Comment- Date Street is classified as an arterial on the master street plan, which is a 58-foot wide street (curb to curb) within a 100-foot wide right-of-way. (FYI—The draft master street plan proposes that Date Street be classified as a minor collector, a 49' wide street (curb to curb) within a 60-foot right-of-way.)

Currently, the right-of-way for Date Street is 60-feet wide, but the road itself is only 18-feet wide south of Cottonwood Avenue, and 22 feet wide north of Cottonwood Avenue, except along Lot 1 of the Maiden Addition #1 (see plat) where development of that lot widened the east side of the street to the standard for a local street (approx. 43' wide from curb to curb). The intersection of Date Street to Big Horn Avenue was installed by WYDOT to the same local street standard—43' wide. The widening can be seen in the photos on page 1.

The applicant requests a variance from dedication of additional right-of-way for Date Street. Based on the current right-of-way width, the improved intersection width at Big Horn Avenue, and the width of the improvements in front of Lot 1 of the Maiden Addition #1 subdivision, such variance seems reasonable. As will be discussed later in the report, a 10-foot utility easement along the frontage of the plat will be required to provide adequate room for utilities along Date Street, so the reduced right-of-way width does not impede utility installation and maintenance.

*Items "C" through "O" are standards that relate to construction of new public streets within a proposed development and are not applicable to this project.*

*P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys. A variance of up to four feet (4') may be granted by the commission and council in a residential development if setbacks are provided for utility boxes, garbage cans, etc. Alleys shall be*

*constructed with a minimum of six inches (6") of crushed aggregate base course for the finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.*

Staff Comment: The applicant requests a variance from the alley requirement. Alleys are typically for utilities and garbage collection. In this case, dumpsters are either on-street or on the commercial properties, and all utilities are along Date Street. There is no alley between this property and the subdivisions to the west.

*Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B of this title by the planning, zoning and adjustment board, and the city council. All waivers of curb, gutter and sidewalks shall require acknowledgment by the developer on the final plat that future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots and be so noted on the final plat. The developer shall be responsible for demonstrating to the city that the grades and location of the proposed improvements shall be compatible with all future development in the area.*

The criteria of 11-5-2(B) for granting a variance is as follows:

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

Staff Comment: Date Street only has curb, gutter, and sidewalk on approximately the north 250 feet, on the east side. As mentioned previously, the road width is also substandard. Based on the subdivision ordinance, improvements to Date Street are required. Staff interprets the extent of the required improvements to be the half street along the frontage of the subdivision. The applicant requests a variance to the street improvements as follows: "This variance is requested as the developer feels curb, gutter and sidewalk improvements are not necessary at this point in time. It is acknowledged by the developer and noted on the final plat of the Boydston Minor Subdivision that future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots."

Section 11.2.2(B) of the City Code states, "*B. Improvements: No building shall be erected on any lot in any subdivision, nor shall a building permit be issued by the city for a building until all improvements reasonably expected and required by the city, such*

*as streets, curb and gutter, sidewalk, sewer service, water service, etc., have been installed, approved and accepted by the city for the lot upon which the building is to be constructed. (Ord. 89-12)*

Typically in a new subdivision, those improvements are provided well ahead of the building permit stage because they are provided by the subdivision developer. The above referenced code refers to the latest point that required improvements are to be done. The issue is primarily a matter of timing. The options are to require the street improvements to be completed by the developer (presumably prior to sale), require improvements at the time of the development/building permit of each lot (where the cost is likely to be on the lot purchaser), or to grant a variance that would entirely waive the road improvements.

Ultimately, it is the City Council's decision, based on the Planning and Zoning Board recommendation, but planning staff suggests that either the street improvements be required as specified by the subdivision ordinance, or that the improvements be completed along the frontage of each lot (or bonded for) prior to issuance of any building permit for new construction on that lot. The first option is preferred, as it would avoid potential segmented road improvements and ensure the full frontage is improved. The second option has issues, as there is the likelihood that Lot 4 with the existing residence and perhaps Lot 2 would not redevelop and its frontage would remain unimproved. This issue could be overcome by the developer providing funds for these improvements to the city and the city would have the work done at the time street improvement occurs on one of the adjacent lots.

The primary point for requiring the street improvements prior to development is that the suggested "future improvement district" solution requested by the applicant may not be a solution at all. A street improvement district has not been formed in the city in the last 18+ years. The reasons likely vary, but improvement districts are often politically unpopular, requires the city to put up the money up front, and no funding for such is in the city budget. Effectively it leaves the questions out there as to who is responsible for the street improvements and when will the improvements occur.

If a form of delayed improvement is decided on, it should be clearly noted on the final plat to help avoid a situation where a lot is sold and the purchaser is not fully aware of street improvement requirements. The option of phasing or waiving some of the street improvements, such as sidewalks and streetlights may be another factor to consider, (e.g. widen street now, put sidewalk in with development, etc.)

If construction in conjunction with individual lot development is the preferred method, the following note is recommended for the final plat.

"The owner of each lot of this subdivision is responsible for the improvement of their Date Street frontage to city street standards, including widening of the asphalt and installation of curb, gutter, and sidewalk, pursuant to 11.2.2(B) of

the City code, which states, "B. Improvements: No building shall be erected on any lot in any subdivision, nor shall a building permit be issued by the city for a building until all improvements reasonably expected and required by the city, such as streets, curb and gutter, sidewalk, sewer service, water service, etc., have been installed, approved and accepted by the city for the lot upon which the building is to be constructed." A performance bond for the construction to occur within one year of the building permit may be an option. Any utility service lines (e.g. water, sewer) must be extended to the lot before the street improvements are made."

If a variance to the timing of the street improvements is not granted, engineering plans for the street improvements are needed prior to considering the final plat.

*R. Street Cross Section: The minimum typical street cross section for each type of street shall be as shown on the master street plan. Details of the city standards for typical paving, curb, gutter, sidewalk, alley aprons and valley gutter sections may be obtained from the city engineer.*

Staff Comment: Based on the discussion in "B" and "Q", a variance to the street width (42'8" pavement width instead of 55'8") would seem appropriate.

*S. Valley Gutters: The use of valley gutters in areas where storm sewer facilities exist or are proposed will be discouraged.*

Staff Comment: Such will need to be considered in the plan review for any street improvements.

*T. Drainage: ... Minor subdivisions shall be exempt from this requirement.*

Staff Comment: This is a minor subdivision, which is exempt from this requirement. However, commercial, light industrial or multi-family development on the property would be subject to the city storm water policy. Therefore, storm water facilities will need to be included with development of each site, and a note is included on the final plat indicating such.

*U. Lot Requirements: All lots within a proposed subdivision will meet the following requirements:*

- 1. Lots shall be sized to meet the requirements of the appropriate zoning.*
- 2. Every lot shall abut upon or have access to an approved street or an approved cul-de-sac.*
- 3. Side lot lines shall be at approximate right angles to the street line on which the lot faces.*
- 4. Strip lots established with the intent of restricting access to streets or alleys will be prohibited.*

Staff Comment: Requirements 1 through 4 are met. It is noted that access for Lot 1 will be required to be from Date Street, rather than Big Horn Avenue (state access management requirements apply), and that the entrance from Date Street will need to be toward the south end of the lot at least 100 feet from Big Horn Avenue. It is recommended that a note be placed on the final plat to this effect.

*V. Blocks: Blocks shall be at least three hundred feet (300') long, normally, not to exceed six hundred sixty feet (660') long. All blocks shall normally be of sufficient width to allow for two (2) tiers of lots of approximately equal width and an alley.*

Staff Comment: The block length on the west side of Date Street exceeds 660', yet there is no option for connecting to any street to the west.

OTHER:

Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction, most of which relate directly to the items addressed above. Those items not addressed above are listed below.

*I. Fire Hydrants: Fire hydrants shall be installed at intervals not to exceed five hundred feet (500') between hydrants and provided with standard hose connections as specified by the fire department.*

Staff Comment: Hydrants already exist as required—at the intersection with Cottonwood Avenue and at the northeast corner of the property.

*J. Open Drains, Irrigation Ditches: All open drains and irrigation ditches shall be buried or, if possible, eliminated.*

Staff Comment: Irrigation ditches run along the west, south, and east property lines. The irrigation ditch along the west side of the property will remain, but the ditch that runs along the south property line and east portions of Lots 3, 4 and 5 will be abandoned, as the owner has filed for detachment of the water rights from the property.

If the ditch along the west boundary will not be piped, a variance is required. Without a letter from the ditch company (Cody Canal, other?) we do not know its function or necessity, and therefore find it difficult to make a recommendation for a variance on this matter at this time.

*M. Street Lighting: Street lighting shall be installed according to the standards and requirements established by the city electrical commissioner, the cost of which will be borne by the subdivider.*

Staff Comment: Street lighting exists along Date Street.

*N. Public Use Areas: ...*

Staff Comment: Minor subdivisions are exempt from this requirement.

**OTHER:**

Power. Electrical service is required to be modified so that the existing overhead lines do not cross the intervening lots. The new system will be underground. The City Electrical Engineer has provided a design and cost estimate for the modifications. The payment will need to be made prior to the final plat being signed by the mayor. A 10-foot easement along Date Street is needed for the electrical lines and transformers.

Water. Lots 2 and 4 have domestic water services. Lots 1, 3 and 5 will require new taps. Payment of the minimum ¾" size taps for Lots 1, 3 and 5 is required and will need to occur prior to the final plat being signed by the mayor. Installation will need to occur no later than at time of development.

Irrigation. The application indicates that water rights for the property were transferred to a ditch company three days before application for the subdivision. The City would have preferred that the water rights be transferred to the City as outlined in the subdivision ordinance—see 11-3-3(B)(1). However, it appears that the specific language does not prohibit such action, even if it was just a few days before the time of application.

**Sewer Connections.**

Sewer services to the vacant lots will need to be installed at the time of development, along with payment of applicable sewer fees.

**Letters from Utility Providers.**

The application indicates that the letters will be provided before the city council meeting for the final plat. It is expected that the 10-foot utility easement will be sufficient for all of the other utility providers, except irrigation. Staff would prefer that the letter from the irrigation company be provided before the final plat is considered by the Planning and Zoning Board, as specified by the subdivision ordinance.

**Setbacks.**

The proposed lot lines provide setbacks as necessary for building code compliance based on type of construction (minimum 5-foot setback). There are no zoning setback or buffer requirements that need to be maintained at this time.

**SUMMARY:**

A list of conditions has been prepared. If any of the requested variances are not granted to the extent noted, additional conditions may be needed.

Requested Variances:

- A. From dedication of additional right-of-way for Date Street.  
*Staff recommends approval, subject to dedication of a 10-foot utility easement along Date Street.*
- B. From construction/widening Date Street to arterial street standards.  
*Staff recommends partial approval—to reduce the requirement to the local street standard. The timing of construction should be discussed by the Planning and Zoning Board and if delayed, specified on the final plat.*
- C. From the alley requirement.  
*Staff recommends approval.*
- D. From installation of curb, gutter, sidewalk at this time.  
*There are many options for timing of these improvements, based on what is decided with "B". Additional discussion is needed.*

**Recommended Conditions of Approval:**

*Note: Planning staff is not entirely comfortable having the final plat considered at this time due to the expected complexity of the discussion relating to the improvement of Date Street and the lack of utility letters. Modifications in the following recommended conditions of approval could result. However, the final plat is presented with the preliminary plat based on the possibility that everything can be worked through in the meeting, and thus the applicant can proceed more quickly through the process.*

- 1. Prior to consideration of the final plat by the Planning and Zoning Board/City Council(select applicable), submit the utility letters as required by City of Cody Code 11-3-3(B)(2). Be sure to include written correspondence from the irrigation/ditch company explaining the situation with the existing ditches and any necessary easements, and verifying that all of their requirements for the subdivision have been satisfied.
- 2. *(If a variance to the piping/covering of the irrigation ditch is not granted, include a condition stating the timing and responsibility for piping/covering of the irrigation ditch.)*
- 3. Provide utility easements as required by the utility providers. At a minimum, provide a 10-foot utility easement along Date Street.
- 4. The language on the final plat for the irrigation easement must be expanded to indicate the property or entity to which the easement is granted.
- 5. Note the variances granted on the final plat.

6. If a variance to the construction or timing of Date Street is not granted, the applicant must submit with the final plat application engineering plans for the construction of Date Street to city standards.
7. Sewer, water, and power are available and are to be provided to each lot as specified by the City as part of the subdivision. Payment of ¾" or larger water connections for Lots 1, 3 and 5, and applicable electrical service fees must occur prior to final plat approval by Council. Installation of the sewer services to Lots 1, 3, and 5, and payment of applicable sewer fees, must be completed prior to any building permit or development on the lot.
8. If some form of variance is granted for the construction of Date Street, one or more of the following will be applicable.
  - A. No improvement required now: Include the following in the certificate of dedication on the final plat:

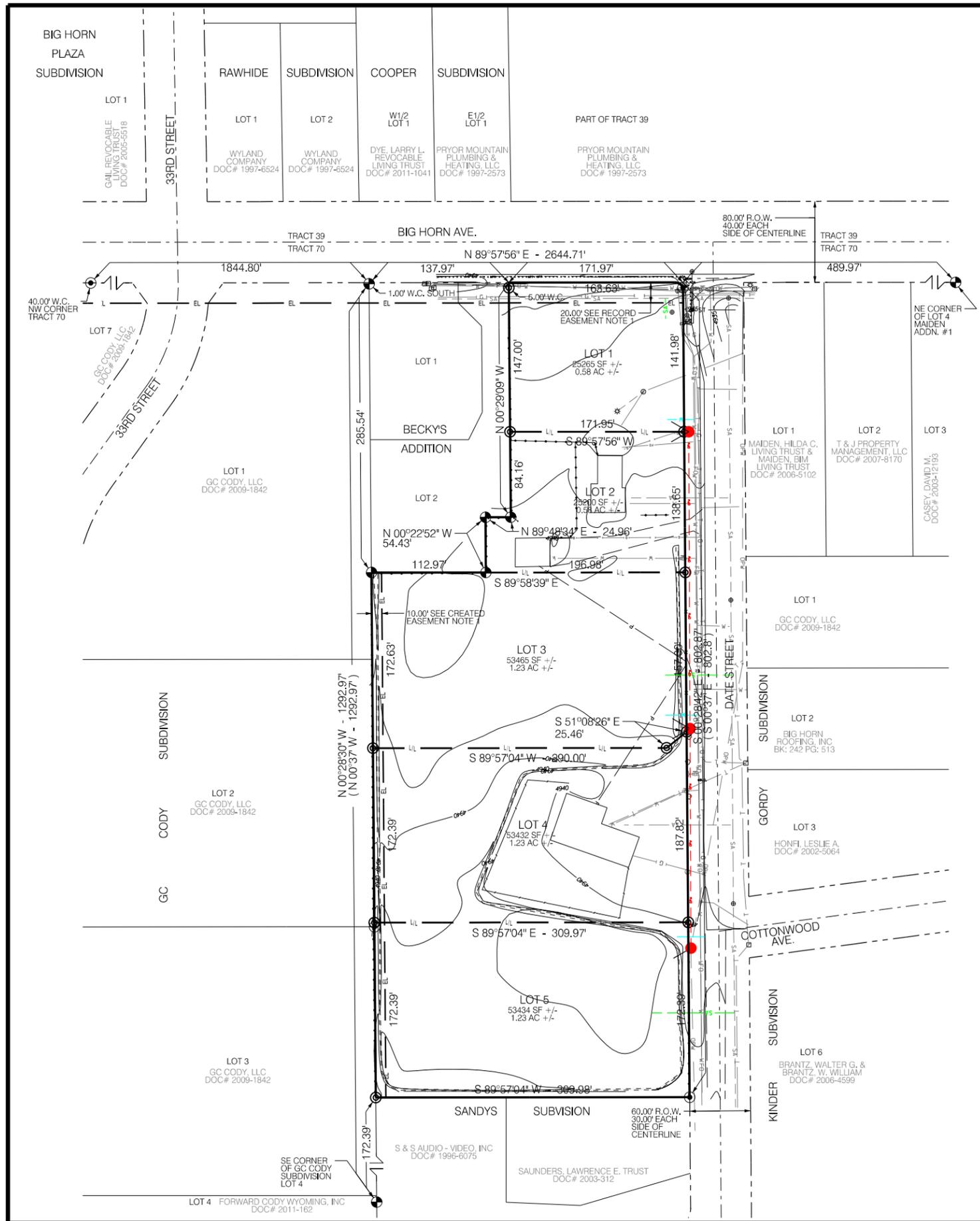
"And do hereby agree to promote and participate in an improvement district for curb, gutter, and sidewalk on Date Street when deemed necessary by the City of Cody. And further, that this language shall be contained in each and all conveyances of record."
  - B. Improvement with lot development: If construction of Date Street is required in conjunction with individual lot development, add the following note to the final plat. "The owner of each lot of this subdivision is responsible for the improvement of their Date Street frontage to city street standards, including widening of the asphalt and installation of curb, gutter, and sidewalk, pursuant to 11.2.2(B) of the City code, which states, "B. Improvements: No building shall be erected on any lot in any subdivision, nor shall a building permit be issued by the city for a building until all improvements reasonably expected and required by the city, such as streets, curb and gutter, sidewalk, sewer service, water service, etc., have been installed, approved and accepted by the city for the lot upon which the building is to be constructed." A performance bond for the construction to occur within one year of the building permit may be an option. Any utility service lines (e.g. water, sewer) must be extended to the lot before the street improvements are made."
9. If improvement of Date Street is to occur with lot development, the applicant shall either provide the engineer's estimated cost for the street improvements along the frontage of Lots 2 and 4 to the city prior to the mayor signing the final plat (so the city can have the improvements made); or, provide a performance bond for construction of these segments of street by the developer's contractor, prior to the mayor signing the final plat.
10. Add the following note to the final plat: "Access for Lot 1 will be required to be from Date Street, rather than Big Horn Avenue, and the entrance from Date Street will

need to be toward the south end of the lot at least 100 feet from Big Horn Avenue, unless approved otherwise by the City Engineer."

**ATTACHMENTS:**

Application

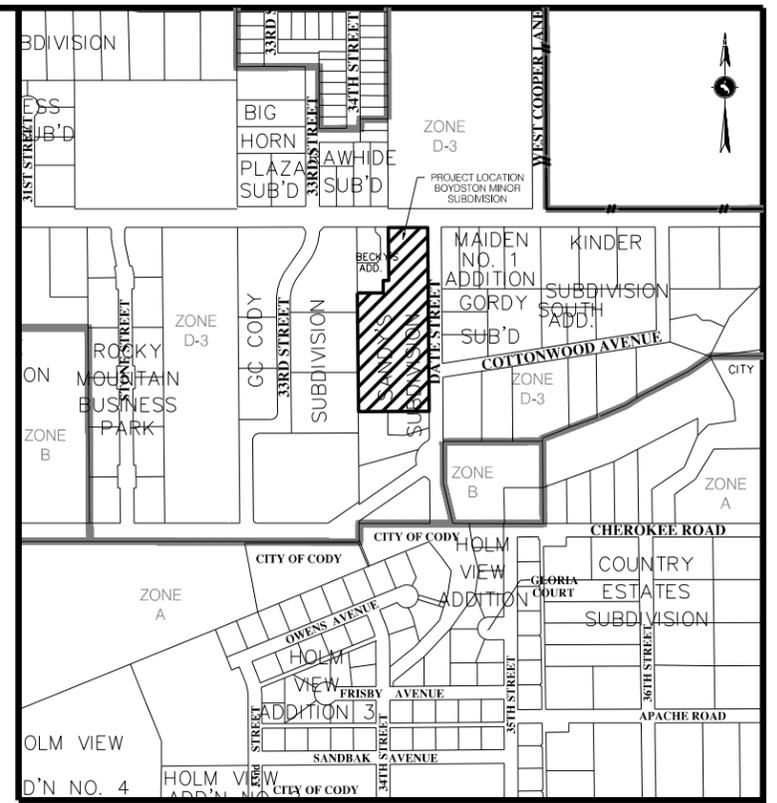
Preliminary and Final Plats



**LEGEND**

FOUND 2" ALUMINUM CAP	⊙
FOUND 3" BRASS CAP	⊙
SET 2 IN ALUMINUM CAP	⊙
EXISTING CURB STOP/VALVE	⊙
EXISTING TELEPHONE PEDESTAL	⊙
EXISTING TRANSFORMER	⊙
EXISTING SANITARY SEWER MANHOLE	⊙
EXISTING FIRE HYDRANT	⊙
EXISTING SANITARY SEWER	— SA —
EXISTING TREATED WATER	— W —
EXISTING FIBER OPTIC	— FO —
EXISTING TELEPHONE	— T —
EXISTING OVERHEAD POWER	— OPW —
EXISTING UNDERGROUND POWER	— P —
EXISTING IRRIGATION DITCH	— — — — —
EXISTING FENCE	— — — — —
PROPOSED SUBDIVISION BOUNDARY	— — — — —
PROPOSED SUBDIVISION LOT LINES	— — — — —
ADJACENT PROPERTY LINES	— — — — —
EASEMENT LINE	— EL —
PROPOSED OVERHEAD POWER	— OPW —
PROPOSED TREATED WATER	— W —
PROPOSED SANITARY SEWER	— SA —
PROPOSED SINGLE SERVICE TRANSFORMER	⊙
PROPOSED TWO SERVICE TRANSFORMER	⊙

- NOTES**
- TOTAL SUBDIVISION AREA IS 4.84 ACRES +/-
  - PROPOSED SITE USAGE IS COMMERCIAL/RESIDENTIAL
  - ZONING FOR THIS SUBDIVISION AND ALL IMMEDIATELY ADJACENT PROPERTY IS ZONE D-3
  - EXISTING UTILITIES  
 CITY OF CODY - TREATED WATER: 8 FT DEPTH (APPROX.)  
 CITY OF CODY - SANITARY SEWER: FIELD LOCATE 8 IN PVC, 10 FT DEPTH (APPROX.)  
 CITY OF CODY - ELECTRICAL: FIELD LOCATED 36-48 IN DEPTH (APPROX.)  
 ENERGY WEST - GAS LINE: FIELD LOCATE 3 FT DEPTH (APPROX.)
  - DRAINAGE: ALL LOT OWNERS WILL BE REQUIRED TO RETAIN AN ENGINEER TO ANALYZE THE DRAINAGE ON EACH LOT AT THE TIME OF SITE PLAN SUBMITTAL. SAID ANALYSIS MUST BE SUBMITTED TO THE CITY FOR APPROVAL TO ASSURE THAT ANY PROPOSED INCREASE IN RUNOFF WILL BE RETAINED ON SITE IN AN APPROVED MANNER
  - WATER RIGHTS FOR THIS PROPERTY HAVE BEEN DETACHED
  - CONTOURS SHOWN ARE 1.00 FOOT INTERVALS



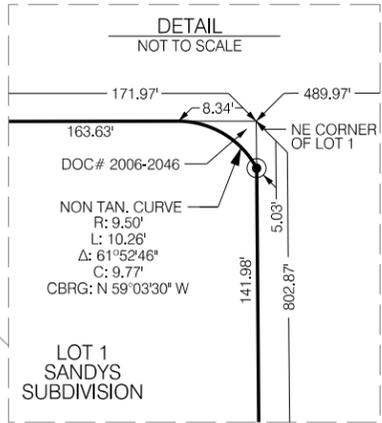
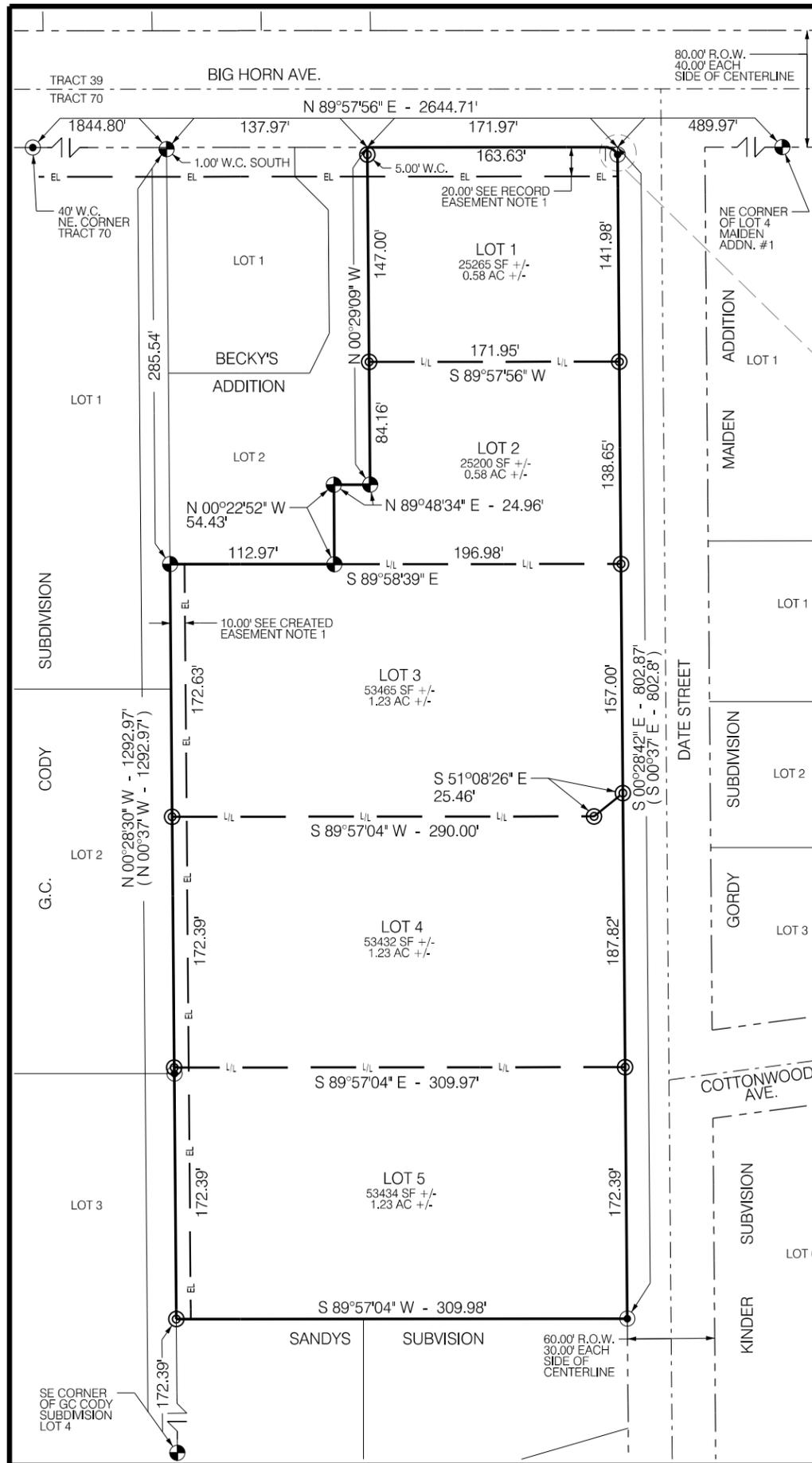
**VICINITY MAP**  
 SCALE: 1" = 800'  
 CODY CITY LIMITS  
 ZONING BOUNDARIES

**PRELIMINARY PLAT**

SHOWING  
 BOYDSTON MINOR SUBDIVISION  
 BEING A RE-SUBDIVISION OF  
 LOT 1, BLOCK 3, SANDYS SUBDIVISION  
 WITHIN A PORTION OF TRACT 70  
 RESURVEY T.53N., R.101W., 6TH P.M.  
 CITY OF CODY, PARK COUNTY, WYOMING

 SAGE CIVIL ENGINEERING 2824 BIGHORN AVE. CODY, WY 82414 307-527-0915	FEBRUARY, 2013 W.O. 2012-70 2012-70_MSub_FPplat.dgn
---	---

OWNER:  
 JOSEPH C. BOYDSTON  
 525 DATE STREET  
 CODY, WY 82415  
 307-899-3248



**CERTIFICATE OF DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF THE LANDS NOTED HEREON IN THE DESCRIPTION OF LANDS:

THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED; THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS:

THAT WE HEREBY DEDICATE THE EASEMENTS AND RIGHT-OF-WAY LABELED HEREON TO THE USES SO NOTED:

THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS OF RECORD:

THAT THE SOLE PURPOSE OF THE SUBDIVISION IS TO SUBDIVIDE THE LANDS AS SHOWN HERON;

THAT BY THESE PRESENTS DO HEREBY AGREE TO PROMOTE AND PARTICIPATE IN AN IMPROVEMENT DISTRICT FOR CURB, GUTTER AND SIDEWALK ON DATE STREET WHEN DEEMED NECESSARY BY THE CITY OF CODY, AND THAT FURTHER, THIS LANGUAGE SHALL BE CONTAINED IN EACH AND ALL CONVEYANCES OF RECORD:

AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

JOSEPH C. BOYDSTON

STATE OF WYOMING )  
COUNTY OF PARK ) SS

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY JOSEPH C. BOYDSTON ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**DESCRIPTION OF LANDS**

A PARCEL OF LAND BEING LOT 1 OF SANDY'S SUBDIVISION WITHIN A PORTION OF TRACT 70, RESURVEY, T.53N., R.101W., 6TH P.M., PARK COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 89°57'04" W ON AND ALONG THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 309.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 00°28'30" E ON AND ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 517.41 FEET TO A BRASS CAP MONUMENT FOUND IN PLACE THIS SURVEY; THENCE S 89°58'39" E FOR A DISTANCE OF 112.97 FEET TO A BRASS CAP MONUMENT FOUND IN PLACE THIS SURVEY; THENCE N 00°22'53" W FOR A DISTANCE OF 54.43 FEET TO A BRASS CAP MONUMENT FOUND IN PLACE THIS SURVEY; THENCE N 89°48'28" E FOR A DISTANCE OF 24.86 FEET TO A BRASS CAP MONUMENT FOUND IN PLACE THIS SURVEY; THENCE N 00°29'09" W FOR A DISTANCE OF 231.15 FEET ON AND ALONG THE EAST LINE OF BECKY'S ADDITION TO THE CITY OF CODY FILED IN PLAT CABINET 1 PAGE 61 IN THE PARK COUNTY CLERK AND RECORDERS OFFICE, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF BIG HORN AVENUE, SAID POINT BEING N 89°57'65" E A DISTANCE OF 137.97 FEET FROM THE NORTHWEST CORNER OF BECKY'S ADDITION; THENCE N 89°57'65" E ON AND ALONG THE SOUTH RIGHT-OF-WAY OF BIG HORN AVENUE FOR A DISTANCE OF 163.63 FEET TO A NON TANGENT CURVE BEING CONCAVE TO THE SOUTHWEST; THENCE ON AND ALONG SAID CURVE FOR A DISTANCE OF 10.26 FEET, SAID CURVE HAVING A RADIUS OF 9.5 FEET, A DELTA ANGLE OF 61°52'46", A CHORD BEARING OF S 59°03'30" E AND A CHORD LENGTH OF 9.77 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY OF DATE STREET; THENCE S 00°28'41" E ON AND ALONG THE WEST RIGHT-OF-WAY OF DATE STREET FOR A DISTANCE OF 797.84 FEET TO THE POINT OF BEGINNING.

**SUBDIVISION NOTES**

- BEARING BASE: BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83, WYOMING WEST CENTRAL ZONE.
- ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:15,000.
- ALL LOT OWNERS WILL BE REQUIRED TO RETAIN AN ENGINEER TO ANALYZE THE DRAINAGE ON EACH LOT AT THE TIME OF SITE PLAN SUBMITTAL, SAID ANALYSIS MUST BE SUBMITTED TO THE CITY FOR APPROVAL TO ASSURE THAT ANY PROPOSED INCREASE IN RUNOFF WILL BE RETAINED ON SITE IN AN APPROVED MANNER.
- BIG HORN AVENUE IS A CONTROLLED ACCESS STATE HIGHWAY, ACCESS IS LIMITED TO PERMITTED APPROACH LOCATIONS.
- WATER RIGHTS FOR THIS PROPERTY HAVE BEEN DETACHED.

**APPROVALS**

STATE OF WYOMING )  
COUNTY OF PARK ) SS

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

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

CITY COUNCIL

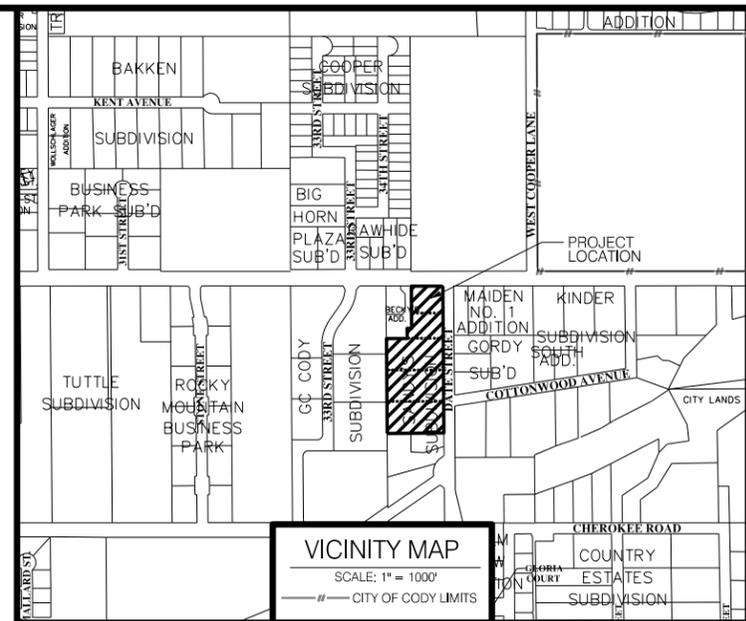
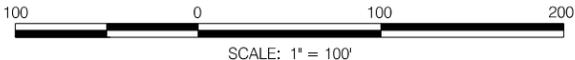
APPROVED THIS \_\_\_\_\_ DAY \_\_\_\_\_, 2013 BY THE CITY COUNCIL CODY, WYOMING.

BY MAYOR: \_\_\_\_\_  
NANCY TIA BROWN

ATTESTED BY: \_\_\_\_\_  
ADMINISTRATIVE SERVICES DIRECTOR

**LEGEND**

- FOUND 2<sup>nd</sup> ALUMINUM CAP
- FOUND 3<sup>rd</sup> BRASS CAP
- 
- 
- 
- 
- 
- 
- 
- 
- 



**RECORDERS ACCEPTANCE**

STATE OF WYOMING )  
COUNTY OF PARK ) SS

THIS INSTRUMENT WAS FILED FOR THE RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, AT \_\_\_\_\_ O'CLOCK, AND WAS DULY RECORDED UNDER DOCUMENT # \_\_\_\_\_ IN PLAT CABINET \_\_\_\_\_.

CITY OF CODY RESOLUTION \_\_\_\_\_ RECORDED AS DOCUMENT # \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

I, PAUL R. CAMPBELL, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS: BETWEEN OCTOBER 2012 AND FEBRUARY 2013, THE BOYDSTON MINOR SUBDIVISION; SHOWN HEREON WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNERS CERTIFICATE OF DEDICATION AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT, WHICH IS DRAWN TO THE SCALE INDICATED. I AM FAMILIAR WITH THE CITY OF CODY SUBDIVISION REGULATIONS AND BELIEVE THIS SUBDIVISION COMPLIES WITH THEM IN EVERY RESPECT.

PAUL R. CAMPBELL  
WYOMING REGISTRATION NO. 2571 L.S.

**FINAL PLAT**

SHOWING  
BOYDSTON MINOR SUBDIVISION -  
BEING A RE-SUBDIVISION OF  
LOT 1, BLOCK 3, SANDY'S SUBDIVISION  
WITHIN  
A PORTION OF TRACT 70,  
RESURVEY T.53N., R.101W., 6TH P.M.  
CITY OF CODY, PARK COUNTY, WYOMING

OWNER:  
JOSEPH C. BOYDSTON  
525 DATE STREET  
CODY, WY 82414  
307-899-3248

**SAGE CIVIL ENGINEERING AND SURVEYING**  
2824 BIGHORN AVE.  
CODY, WY 82414  
307-527-0915

FEBRUARY, 2013  
W.O. 2012-70  
2012-70\_MSub\_FFPlat.dgn

## AUTHORIZATION FOR DETACHMENT OF WATER RIGHTS

I, Joseph C. Boydston, of 525 Date St., Cody WY, 82414, as owner(s) of a parcel of land described in QuitClaim Deed 2013-118 recorded in the Park County Clerks Office, being within NE4NW4 Tract 70 Resurvey, T.53 N. R.101 W., Park County, Wyoming, hereby authorize the detachment by the Shoshone Irrigation District of the following water rights:

### AFFECTED WATER RIGHTS

ACRES	PROOF PERMIT	PRIORITY	FACILITY
4.84	16213 1042	AUGUST 7, 1895	CODY CANAL

This authorization allows the grantee or his assignee to petition the Board of Control for change of use or change of place of use of the water right attaching to the above described lands as provided for in Section 41-3-104, W.S. 1977, within five (5) years of the date of this authorization. By this authorization both the Grantor and Grantee request voluntary abandonment of the water attached to the lands described herein if no petition for change is received within the five-year period.

Recent historical use, generally the five (5) years previous to the signing of the Authorization, and other requirements will be needed to support a petition and map to change the use. If the water rights are to remain in or are being placed in a subdivision, a Water Distribution Plan will also be required. Until such change or voluntary abandonment is granted by the Board of Control, the water rights involved in this Authorization and Petition remain attached for the permitted use on the lands described thereon. **Notice to successor owners of these lands that this water right will be removed or abandoned after five (5) years is the responsibility of Grantor or Grantor's successors.**

The Grantor and Grantee hereby waives any and all notices which may be required by Statute, and especially those required in condemnation proceedings provided by Section 41-3-103, W.S. 1977, and states that neither he nor his successors or assigns shall, at any time in the future, file any adverse claim or institute any proceedings in law or equity attacking adversely, or in any manner whatsoever, the equities, right, title or interest of any of the water rights herein referred to and for which it is hereby agreed that the Grantor has received full and adequate compensation.

**GRANTOR AND GRANTEE UNDERSTAND AND AGREE THAT IF NO PETITION FOR CHANGE OF USE OR CHANGE OF PLACE OF USE FOR ALL OF THE WATER RIGHTS ATTACHING TO THE ABOVE DESCRIBED LANDS IS RECEIVED WITHIN THE FIVE (5) YEAR PERIOD AND SUCH PETITION SUBSEQUENTLY GRANTED BY THE BOARD OF CONTROL, GRANTOR AND GRANTEE HEREBY REQUEST THAT THE BOARD OF CONTROL ISSUE A PROPER ORDER DECLARING ALL OF THE REMAINING WATER RIGHTS ATTACHED TO THE ABOVE DESCRIBED LANDS ABANDONED.**

This authorization along with proof of ownership and a map certified by a professional engineer or land surveyor licensed to practice in Wyoming describing the above lands are to be submitted to the State Board of Control, Herschler Building, 4<sup>th</sup> Floor East, Cheyenne, Wyoming 82002. This document hereby supersedes and replaces any document formerly referred to as a "Water Right Deed."

Joseph C. Boydston  
Joseph C. Boydston - Grantor

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2013 <sup>JB</sup> 2012.

Witness my hand and official seal.

Kalli Jo Oberosler  
Notary Public



My commission expires:

Michael Smith  
Michael Smith, Agent  
Shiloh Estates Ditch Association, Grantee

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2013 <sup>MS</sup> 2012.

Witness my hand and official seal.

Kalli Jo Oberosler  
Notary Public

My commission expires:



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Rebecca M. Boydston of the County of Park, State of Wyoming, in consideration of the sum of ten dollars (\$10.00) to her in hand and other valuable consideration paid by Joseph C. Boydston whose address is 525 Date Street, Cody, Wyoming the receipt hereof is hereby confessed and acknowledged, has remised, released and forever quitclaimed and by these presents do for the heirs, executors and administrators, remise, release and forever quitclaim unto the said Joseph C. Boydston, as sole owner, and his heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand as I have, in or to all the following described premises commonly known as, to-wit:

Lots 1 and 7, Block 3 in Sandy's Subdivision in Tract 70, T.53 N., R.101 W., 6<sup>th</sup> P.M. according to the records of the County Clerk and Recorder of Park County, State of Wyoming.

Together with all improvements and appurtenances appertaining thereto; Subject to all reservations, covenants, easements, rights-of-way actual or of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

To have and to hold the said premises unto the said Joseph C. Boydston, as sole owner and his heirs and assigns, to their own proper use and behoove forever. So that neither I nor any other person in my name or behalf, or any other person in my name or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by theses presents be excluded and forever barred.

In Witness hereof, I have unto set my hand this 16 day of May, 2012.

*Rebecca M Boydston*  
Rebecca M. Boydston

ACKNOWLEDGMENT

State of Wyoming )  
                                  )ss.  
County of Park        )

The foregoing instrument was acknowledged before me by Rebecca M. Boydston this 16 day of May, 2012.

Witness my hand and Seal.



My Commission expires: August 20, 2014.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature, Notary Public

## CODY CANAL IRRIGATION DISTRICT

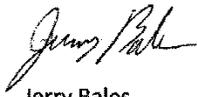
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Brett Farmer  
Sage Civil Engineering  
2824 Bighorn Ave.  
Cody, Wy. 82414

4/9/2013

To whom it may concern

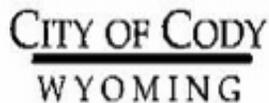
I have reviewed the plans for the Boydston Minor Subdivision. With the water rights being move the only need for an irrigation easement along the west side would be to deliver water to Becky's Addition. There for the easement is needed. I would recommend piping this to avoid any future maintance problems.



Jerry Bales

Manager

Cody Canal



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

---

## Subdivision Waiver Requests

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**Fred Bronnenberg** <fbronnenberg@groathouse.com>

Tue, Apr 9, 2013 at 5:57 AM

To: Todd Stowell <todds@cityofcody.com>

Cc: mrmusser@mbauction.com, Ray McElwee <rm@groathouse.com>

Todd,

It has come to my attention a waiver has been requested for a subdivision directly east of our current location. It would not seem appropriate to enforce the requirements on some parties, and waive them in other instances. This practice does not provide for fair competition in the market of completed lots. If the City of Cody is going to have requirements, they should be enforced equally among all subdivision developments.

Sincerely,

Fred Bronnenberg

Groathouse Construction, Inc.

Phone: 307-587-6610

Fax: 307-587-6613

Cell: 307-351-7387

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

MEETING DATE: APRIL 16,2013  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT**

### **CODY SPORTS AND PAWN – BLACKSMITHING DEMONSTRATION**

#### **ACTION:**

Linda and Gary Downer own Cody Sports and Pawn. They have requested Council approval to allow a Blacksmithing Demonstration in front of their store at 1131 12<sup>th</sup> Street. The area impacted by this proposal has Two hour parking restriction during the summer hours so a variance from this requirement would be required.

#### **SUMMARY:**

Linda and Gary Downer, the owners of Cody Sports and Pawn, request Council approval for a Blacksmithing Demonstration in front of their store at 1131 12<sup>th</sup> Street. N.J. Pawley (the Blacksmith) is proposing to park his pickup in front of the store 3 to 4 days a week during the hours of 10-4. He does all of his work out of the back of his pickup. If someone is interested in his products, they have to go into the Downer's store and purchase it from them. The Downer's are not asking for any cones of blocking of parking spaces. Apparently, they come to work early enough that they secure the parking space in front of their store until Mr. Pawley arrives. He then parks in the space that they were using. The Downer's indicated that they have spoken to all, but one of the adjacent businesses and none have expressed any concerns. They will attempt to speak to the business that they have not reached prior to the meeting on April 16, 2013.

#### **FISCAL IMPACT**

There does not appear to be any fiscal impact to the City of Cody associated with the request.

#### **ALTERNATIVES**

1. Allow the request with the waiver of the two hour parking restriction.
2. Deny the request.

#### **RECOMMENDATION**

Staff has no recommendation on the request. Apparently, the proposed Blacksmithing Operation took place last summer without Council approval. The operation will decrease available parking in an area that is already busy, but I was advised by the applicant that the adjacent businesses appear to favor the request.

#### **ATTACHMENTS**

Agenda Request

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

Linda Downer

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

# City of Cody Agenda Request Form

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

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

\*\*\*\*\*

Name of person to appear before the Council MS Pawley, Linda Dawner  
Organization Represented Cody Sports & Pawn  
Date you wish to appear before the Council April 16<sup>th</sup>  
Mailing Address 1131 12<sup>th</sup> Telephone 307-582-2272  
E-Mail Address Cody.sportsandpawn  
Preferred form of contact: Telephone  E-Mail   
Names of all individuals who will speak on this topic MS Pawley  
Linda Dawner, Cary Dawner  
Event Title (if applicable) \_\_\_\_\_  
Date(s) of Event (if applicable) \_\_\_\_\_

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) We would like blacksmithing demonstrations in front of our store during summer for increased tourist enjoyment.

Which City employee(s) have you spoken to about this issue? none

Signature Linda Dawner Date 4/4/13

MEETING DATE: APRIL 16, 2013  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## AGENDA ITEM SUMMARY REPORT PROFESSIONAL SERVICES CONTRACT

### **ACTION:**

Staff requests that the Mayor and Council award a professional services contract to Sage Civil Engineering and authorizes the Mayor to sign a professional services contract with said firm. The authorization should be subject to review and approval by the City Attorney and WYDOT. The professional services contract will include the Design, Bid and Construction Observation and Administration duties associated with the 29<sup>th</sup> Street Pathway.

The City received proposals from four (4) of the engineering firms within the municipal bounds of the City of Cody to provide this service – EA, GDA, Sage and Holm, Blough and Company. The subcommittee of Donny Anderson, Steve Miller, Todd Stowell, Jolene Osborne and Utana Dye reviewed the proposals of the various firms and unanimously recommended Sage Civil Engineering to complete the project.

The subcommittee recognized in the deliberation of the firm selection, that the Pathway Project can be designed by any of the local firms. Each firm was rated utilizing a quality based selection process while also taking into consideration other factors such as current project loads and City projects currently being worked on by the various firms. A review of the proposals did not include a review of price until after a recommendation had been determined. The cost estimates were provided to the City in sealed envelopes that were opened after all the subcommittee had made their recommendations.

### **SUMMARY:**

The Council authorized the expenditure of \$49,490.52 to complete the Design, Bid and Construction Observation, Administration and Construction of the 29th Street Pathway Project from Central Ave. to Sheridan Ave. for fiscal year 2012-2013. This pathway was identified as the primary project to be completed associated with the Safe Routes to School Program.

The City of Cody submitted a grant proposal to the WYDOT administered Safe Routes to School Program for the Design, Bid and Construction Observation, Administration and Construction of the 29th Street Pathway Project from Central Ave. to Sheridan Ave. in 2011. The City was successful in receiving said grant in the full estimated amount of the project of \$49,490.52. The project was delayed a year however, to ascertain if the work would be partially covered by the Optional Penny Tax voted on by the Community. Due to the failure of the Optional Penny Tax, the City would now like to move forward with the SRTS grant.

### **FISCAL IMPACT**

The Council authorized the expenditure of \$49,490.52 to complete the improvements. The entire budgeted amount is grant funded. The cost of the Professional Services Contract is projected to be \$13,400.

### **ALTERNATIVES**

1. Award the professional services contract to Sage Civil Engineering as recommended by the Public Works staff.
2. Award the professional services contract to one of the other engineering firms.

### **RECOMMENDATION**

Staff recommends that the Mayor and Council awards the professional services contract to Sage Civil Engineering for the Design, Bid and Construction Observation and Administration duties associated with the 29<sup>th</sup> Street Pathway Project. Staff also recommends that the Council authorizes the Mayor to sign the attached professional services contract with said firm subject to review and approval by the City Attorney.

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

**ATTACHMENTS**

Contract

**AGENDA & SUMMARY REPORT TO:**

Sage Civil Engineering

MEETING DATE:	APRIL 4, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

## **AGENDA ITEM SUMMARY REPORT**

### **2013 MULTIPLE SANITARY SEWER MAIN REHABILITATION PROJECT**

#### **ACTION:**

Staff requests that the Mayor and Council award the quote for the 2013 Multiple Sanitary Sewer Main Rehabilitation project to Planned and Engineered Construction Inc (PEC). PEC was the apparent and responsive low bid in the amount of \$65,000. Staff also requests that the Council authorize the Mayor to enter into and sign a contract with PEC after all contracts documents have been completed and approved.

#### **BACKGROUND**

On April 1, 2013, the quotes, for the 2013 Multiple Sanitary Sewer Main Rehabilitation Project, were opened. The City received three (3) quotes from the following companies: Planned and Engineering Construction Inc., Tele Environmental Systems and Insituform Technologies, LLC. The quote tab is attached for reference. The apparent low and responsive quote for the specified Cured in Place PVC Pipe was Planned and Engineered Construction in the amount of \$65,000. Two (2) of the three quotes were quoted as specified - CIPP (Cured In Place PVC Pipe). One (1) quote was for a Fold & Form pipe. They were the lowest quote in the amount at \$57,551.00. The product was not as specified and their quote indicated information was included for our review, but was not included with the quote. This is a maintenance project and by State Statute does not require a quote/bid, but our purchasing policy indicates the City will follow a quote process.

The City of Cody has budgeted \$88,515 for fiscal year 2012-2013 regarding the rehabilitation of sanitary sewer mains. The mains that are being rehabilitated are as follows:

- 1 The alley north Wyoming Avenue in the area between between 13<sup>th</sup> street and 14<sup>th</sup> Street, and between 14<sup>th</sup> Street and 15<sup>th</sup> Street
- 2 The alley south of Bleistein Avenue in the area between between 17<sup>th</sup> Street and 19<sup>th</sup> Street
- 3 The alley north of Central Avenue in the area between between 22<sup>nd</sup> Street and 23<sup>rd</sup> Street
- 4 Newton Avenue in the area between 21<sup>st</sup> Street and 23<sup>rd</sup> Street.

The sewer mains are deteriorated and require rehabilitation. This CIPP process is an internal rehabilitation that minimizes the impact on the surrounding neighborhood.

#### **FISCAL IMPACT**

The City of Cody has budgeted \$88,515 for fiscal year 2012-2013 regarding the rehabilitation of sanitary sewer mains. If the Council authorizes the award of the quote to Planned and Engineered Construction Inc., the construction costs are projected to be \$65,000.00. The project is anticipated to cost \$23,515.00 less than budgeted. The monies budgeted for the project will be paid out of the Wastewater System Enterprise Account.

#### **ALTERNATIVES**

1. Award quote for the 2013 Multiple Sanitary Sewer Main Rehabilitation project, to the low bidder Planned and Engineered Construction Inc.. Also authorize the Mayor to enter into and sign a contract with Cowan Construction after all contracts documents have been completed.
2. Reject all quotes and re-quote the project.
3. Reject all quotes and don't do the project at all.

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

**RECOMMENDATION**

Staff recommends that the Mayor and Council award the quote for the 2013 Multiple Sanitary Sewer Main Rehabilitation project to Planned and Engineered Construction Inc (PEC). PEC was the apparent and responsive low quote in the amount of \$65,000. Staff also recommends that the Council authorize the Mayor to enter into and sign a contract with PEC after all contracts documents have been completed and approved.

**ATTACHMENTS**

1. Quote Tabulation

**AGENDA & SUMMARY REPORT TO:**

Planned Engineered and Construction Inc.

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

Quote Tabulation													
2013 Sanitary Sewer Rehabilitation Project													
The City of Cody, Wyoming													
Planned and Engineered Const							Tele Environmental Systems			Insituform			
Section No.	Item No.	Description	Units	Est Qtys.	Unit Price	Total		Unit Price	Total		Unit Price	Total	
02001	1	Mobilization	LS	1	\$5,800.00	\$5,800.00		\$2,800.00	\$2,800.00		\$12,000.00	\$12,000.00	
02010	2	Traffic Control	LS	1	\$1,999.00	\$1,999.00		\$1,000.00	\$1,000.00		\$2,500.00	\$2,500.00	
02612	3	8" PVC Cured in Place/Fold n Form	LF	1863	\$27.00	\$50,301.00	Cured in Place	\$27.00	\$50,301.00	Fold n Form	\$28.00	\$52,164.00	Cured in Place
02612	4	Service Reinstatement	EA	46	\$150.00	\$6,900.00		\$75.00	\$3,450.00		\$50.00	\$2,300.00	
						<b>\$65,000.00</b>			<b>\$57,551.00</b>			<b>\$68,964.00</b>	

MEETING DATE: APRIL 16, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Collection Services Contracts**

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

Authorize the Mayor to sign contracts with Penn Credit Corporation (PCC) and Municipal Services Bureau (MSB) for collections services for delinquent court fines.

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

In September 2012 staff presented a court collections analysis to the Council showing that collections have been significantly decreasing over time to point where about 93% of the total fines owed to the City are delinquent. In an effort to improve the collection of court fines the Council approved shortening the time period in which fines are sent to collections from 6 months to 60 days and authorized pursuing other collection services options.

After contacting several national collection agencies staff is recommending that the City contract with both Penn Credit Corporation (PCC) and Municipal Services Bureau (MSB) for the collection of delinquent court fines. Both agencies offer a wide range of services and options at a lower rate than the current agency handling these cases. PCC offers a 25% commission rate and MSB offers a 23.077% rate plus a 10% rebate on commissions for amounts collected within the first 100 days of the contract. The City intends to alternate new collection accounts between the agencies as they come up. The City will also turn over old accounts which have already been cancelled by the current agency to PCC and MSB to make a second attempt at collections. There are 88 old cases for a total balance of \$43,253 which would be split between the two companies. There are also 23 current cases totaling \$12,450 which are ready to be sent to collections and will also be split between the two companies.

Staff feels that by entering into both contracts the City would be able to take advantage of the different services offered by each, the City could determine which company is the most successful and direct more of the accounts to that company, and if the City is not satisfied with the service from one of the companies the City would already be actively working with the other company and would not have to start the process for finding another collection agency over again.

Entering into these contracts would not affect the contract with Collection Professionals. The cases they are already working that have not been canceled would stay with them until such time as they are canceled. The rate currently paid to CPI is about 33%.

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

## **FISCAL IMPACT**

There is no cost to the City unless the companies are able to collect on the balances due. Based on our current collection rate the cost would be between \$8,700 and \$9,500. If the companies are successful in their collection attempts the costs would be higher but revenues collected would also increase.

## **ALTERNATIVES**

1. Do not enter into the contracts and continue with the current collections process
2. Enter into one contract rather than both

## **ATTACHMENTS**

1. Penn Credit Corporation Contract
2. Municipal Services Bureau Contract

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

None

## COLLECTION SERVICES AGREEMENT

This Collection Services Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by and between Gila LLC d/b/a Municipal Services Bureau, a Texas limited liability company (hereinafter, “MSB”) with its principal place of business at 8325 Tuscan Way, Bldg. 4, Austin, Texas 78754, and the City of Cody, Wyoming (hereinafter, the “City”), who agree as follows:

### I. DUTIES AND RESPONSIBILITIES.

A. Defendant Contact. MSB will mail notices, telephone or otherwise contact those individuals who the City has identified to MSB as having outstanding and unpaid fines, fees or similar items payable to the City (these individuals are referred to herein as the “Defendants”) in order to attempt to notify Defendants of their obligation to the City. The purpose of the contact is to offer Defendants the opportunity to resolve their obligation voluntarily, before the City contemplates further action. The City will provide the name and last known address of the Defendants, all information regarding the date(s) of the alleged violation(s), the date judgment was entered against the Defendants in the City having jurisdiction over the matter or the date the citation was filed, and the amount of any such fine(s). The City, to the extent available, will also supply MSB with any other information about a Defendant such as driver license number, social security number and telephone number. When appropriate, MSB will attempt to locate Defendants when the last known address is invalid. The information supplied to MSB by the City must be in a format acceptable to MSB and shall be provided not less frequently than monthly.

B. Correct Information. MSB will rely completely on the City to provide correct information about the Defendants’ existing cases and, specifically, about any dollar amount in question and the City will immediately update and correct any information it has provided to MSB. In particular, the City will immediately notify MSB of any payment or other satisfaction of judgment made directly to the City or any other action affecting the amount or timing of monies owed by the Defendants to the City.

C. Accounts Returned. The City will allow MSB a minimum of 365 days to contact a Defendant about his/her/its account. This time period will begin with the first day of the following month in which the account was referred to MSB. During this 365 day period, the City agrees not to contact Defendants or otherwise attempt to collect monies for those Defendants whose accounts have been referred to MSB, though nothing contained herein shall limit or otherwise restrict the City’s ability to accept monies forwarded or otherwise directly paid by any Defendant to the City. Upon written request by the City, MSB will cease contacting a Defendant whose account remains outstanding at the time of the written request. Upon written request by the City, MSB will return any Defendant’s account to the City.

D. Defendants Referred to the City. In the event MSB receives a request from a Defendant to resolve their obligation in a method other than by payment (i.e., a notification of bankruptcy or other extenuating circumstances), MSB will refer those Defendants who wish to resolve their obligation with the City other than by payment to the person designated by the City to respond to the Defendant’s request.

E. Valid Debts. The City agrees that Defendant accounts placed with MSB for collection will be valid and legally enforceable debts and not disputed or subject to any bankruptcy proceeding unless otherwise disclosed in writing to MSB by the City.

## II. COMMISSIONS ON MONIES COLLECTED.

A. Basic Commission Rate. In accordance with applicable Wyoming law and/or as authorized by the City, thirty (30%) percent may be added by the City to the total amount due from a Defendant in certain cases more than sixty (60) days past due and referred to MSB for collection. The City may also instruct MSB to add the fee upon MSB's receipt of case information. It is at the City's sole discretion as to which Defendant accounts are subject to this thirty (30%) percent add-on fee. For all Defendant accounts referred by the City to MSB for which the City is paid (in whole or in part), regardless of whether payment is accepted directly by the City or by MSB on the City's behalf and regardless of whether thirty (30%) percent is added to the original balance or not, the City will pay to MSB, in Travis County, Texas, a twenty three and seventy seven one thousand (23.077%) percent commission rate on the amount collected (the "Fee").

Example:      \$100 original balance x 130% = \$130.  
                    \$130 collected x 23.077% fee = \$30 Fee.

B. Notification of Collections. MSB will notify, in a mutually agreed-to format, the City daily of any monies it receives from Defendants towards payments of obligations due and owing to the City. By the fifteenth of each month, MSB will provide detailed reporting to the City to identify all accounts known to be resolved during the prior month and to remit monies collected on the City's behalf. MSB makes no warranties or representations, expressed or implied, about the amount of funds that will be collected and MSB shall have no liability for any amounts uncollected. The only liability of MSB will be to forward any funds collected to the City, subject to MSB retaining its commission amount (as set forth above), which the City authorizes MSB to deduct from monies received and collected by MSB in advance of forwarding the remaining funds to the City. The City authorizes MSB to endorse negotiable instruments made payable to the City and provided to MSB for payment of monies collected and to deduct commissions due on those monies paid directly to MSB from amounts collected by MSB.

C. For funds collected directly by the City on Defendant accounts referred to MSB, the City will notify MSB as soon as possible, but not less than weekly, and MSB will invoice the City for the commission due to MSB. The City agrees to review the invoice and forward payment to MSB within 30 days of receipt of the invoice. Should a payment of commission due under this Agreement not be made to MSB within 45 days after the City's receipt of MSB's invoice and the City fails to provide a written dispute as to any one particular account or the amount due and owing under the invoice, MSB shall be entitled to immediately offset any amount due and then owing to MSB from monies due to be forwarded to the City to satisfy any outstanding amount then due and owing to MSB.

D. Start-up Incentive. MSB will rebate to the City 10% of MSB's commission earned in the first 100 days from contract execution.

### III. TERM AND TERMINATION.

This Agreement will commence on its Effective Date and will remain in full force and effect until terminated by either party to other, with sixty (60) days prior written notice, at the address set forth herein. If the Agreement is terminated, any case information then held by MSB will be returned to the City ninety (90) days after the date of termination. This Agreement supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties.

### IV. OTHER PROVISIONS.

#### A. Indemnification.

There shall be no indemnification by either the City or MSB. Each party shall be responsible for their own liabilities and attorney's fees.

B. Compliance with Applicable Law. MSB agrees to comply with all applicable Federal, state, county and local laws, ordinances, regulations and codes in the performance of its services and obligations under this Agreement, including, but not limited to, the procurement of all required licenses and certificates where required and payment of applicable taxes.

C. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Wyoming, and the venue for disputes arising out of this contract shall be in the District Court, 5<sup>th</sup> Judicial District, in Park County, Wyoming.

D. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

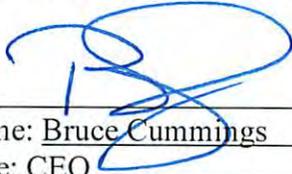
E. Notices required or otherwise arising from this Agreement shall be sent the following:

Notices to MSB:                      Municipal Services Bureau  
8325 Tuscany Way, Bldg. 4  
Austin, Texas 78754  
Attention: Bruce Cummings

Notices to the City:                      City of Cody, Wyoming  
PO Box 2200  
Cody, Wyoming 82414  
Phone: 307-527-3467  
Leslie Brumage - Finance Officer

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement as of the Effective written above.

**GILA LLC D/B/A MUNICIPAL SERVICES BUREAU:**

By:   
Name: Bruce Cummings  
Title: CEO

**CITY OF CODY, WYOMING:**

\_\_\_\_\_  
By: Nancy Tia-Brown  
City of Cody  
Its Mayor and representative duly authorized to execute this Agreement.

# CONTRACT

This **CONTRACT** is being entered into as of \_\_\_\_\_, 2013 between **Penn Credit Corporation**, (hereinafter referred to as **PCC**), and the **City of Cody, Wyoming** (hereinafter referred to as **CLIENT**).

**PCC** and **CLIENT** therefore agree that the following shall constitute the service conditions between **PCC** and **CLIENT** applicable to this engagement:

- 1. Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an employee, partner, joint venture, or associate of the other party. An employee of one party shall not be an employee or agency of the other party for any reason whatsoever.
- 2. Agent Relations:** The **CLIENT** agrees to employ **PCC** to investigate, communicate, and to take any and all reasonable and legal collection steps. All collection steps taken by **PCC** in the settlement and collection of assigned accounts will be in accordance with federal and state consumer protection laws, including the terms of the Fair Debt Collection Practices Act and procedures of ACA International, of which **PCC** shall remain a member in good standing.
- 3. Right of Endorsement:** The **CLIENT** grants and conveys to **PCC** the right of endorsement in clearing drafts, checks and notes for collection applicable to this Contract.
- 4. Releases and Return of Accounts:** **PCC** agrees to release and return specified accounts assigned and in process of collection within thirty (30) days of the receipt of a written request from the **CLIENT** or by any other date specified herein. Those accounts on which payment has been made within ninety (90) days prior to the written notice or is anticipated to have additional payments within one hundred eighty (180) days will remain with **PCC** for collection. All accounts returned will be listed in alphabetical order along with the current balance of each account.
- 5. Payment to Client (Member Payments):** The **CLIENT** agrees to promptly report all payments, bankruptcy notices, and any and all communications from the debtor and/or third party corresponding to all accounts placed.
- 6. Accountings:** **PCC** agrees to report and pay to the **CLIENT**, net proceeds of all collections after the commission fee has been subtracted on a monthly basis; and the **CLIENT** will remit to **PCC** any proceeds due based on its collection efforts within thirty (30) days of billing. The **CLIENT** will be charged full commissions on any payments received by either **PCC** or **CLIENT** -after the date accounts are placed with **PCC** and after **PCC** has taken steps to contact the defendant to collect the debt. Said payment and reports will be submitted by **PCC** to **CLIENT** no later than the 20<sup>th</sup> day following the end of the calendar month.
- 7. Confidential Information:** Both Parties ("**Discloser**") will be supplying to the other (the "**Recipient**"), directly and/or indirectly, confidential information as relates to the method of its operations, which is proprietary to and solely owned by the respective party. Both parties agree during the term of the Contract and thereafter for the indefinite future, that the Recipient will not, without the express written consent of discloser, utilize or disclose any such information to any third party, except as necessary to fulfill the terms of this Contract. The parties understand that **CLIENT** is subject to the Wyoming Public Records Act (W.S. 16-4-201 through 205). Nothing in this agreement shall be construed to require **CLIENT** to protect records or information of **PCC** in violation of the law, and the parties recognize that **CLIENT** may be required to disclose information to the extent that **CLIENT** determines that such disclosure is required by law. If **CLIENT** determines that a disclosure is required by law, **CLIENT** shall not be required to obtain written consent of **PCC** prior to disclosing such information.

8. **FTC Red Flag Rules:** PCC shall maintain an Identity Theft Prevention Program in accordance with 16 C.F.R. Part 681 FTC Red Flag Rules throughout the life of the contract.
9. **Indemnification.**
- There shall be no indemnification by either the City or PCC. Each party shall be responsible for their own liabilities and attorney's fees.
10. **Term of Contract:** This Contract is continuing and will remain in effect until terminated by either party. Under such circumstances, the terminating party shall provide the other party sixty (60) days written notice, unless the parties shall mutually agree to terminate the Contract, at which time the Contract may be terminated immediately. PCC will be entitled to compensation on collections which occur for up to sixty (60) days after the termination date.
11. **Contingency Commission Fee:** The contingency commission fee for this Contract shall be 25%.
12. **Assignment and Subleasing:** PCC shall not have the right to assign this Contract or sell, transfer or sublet any portion thereof without the express written consent of CLIENT; said consent of the CLIENT however shall not release or discharge PCC from any obligations hereunder.
13. **Effect of Partial Invalidity:** The invalidity of any part of this Contract will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
14. **Waiver:** Waiver by CLIENT of any breach of any covenant or duty of PCC under this Contract is not a waiver of a breach of any other covenant or duty of PCC, or of any subsequent breach of the same covenant or duty. Any waiver by CLIENT must be in writing to constitute a waiver.
15. **Jurisdiction:** This Contract shall be governed by the laws of the State of Wyoming, and the sole and exclusive venue for any disputes arising out of this Contract shall be any state court located within Park County, Wyoming, or federal court located within the same venue.
16. **Miscellaneous:**
- a. This Contract and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
  - b. This Contract contains the entire understanding between the parties hereto and supersedes any and all prior contracts, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
  - c. The captions of the Contract are used for convenience of reference only and shall have no significance in construing the text of the Contract.

17. **Notices:** All notices provided for in this Contract shall be made in writing and shall be transmitted to the proper Authorized Representative and address shown below, unless advance written notice is provided to the other party notifying them that either the name of their designated Authorized Representative and/or his/her address has been changed. Proper notice shall be deemed given when it is either:

- a. Hand delivered to the Authorized Representative to whom the notice is addressed and a signed receipt is given, or
- b. Mailed by United States Post Office Registered Mail, Return Receipt Requested, with postage prepaid to the Authorized Representative at the address shown below:

**PCC:**

Donald C. Donagher, Jr., CEO  
Penn Credit Corporation  
916 South 14<sup>th</sup> Street  
Harrisburg, PA 17104

**Client:**

Leslie Brumage, Director of Finance  
City of Cody, Wyoming  
PO Box 2200  
Cody, WY 82414

18. **Mutual Agreement:** In witness whereof, the respective parties hereto and their Authorized Representatives have mutually agreed to the provisions of this Contract as indicated below:

**For: Penn Credit Corporation**

<b>By:</b> Richard S. Templin <b>Authorized Representative Name (Print)</b>	President <b>Title</b>
 _____ <b>Signature</b>	4/4/13 _____ <b>Date</b>

**For: City of Cody, Wyoming**

<b>By:</b> _____ <b>Authorized Representative Name (Print)</b>	_____ <b>Title</b>
_____ <b>Signature</b>	_____ <b>Date</b>

MEETING DATE: APRIL 16, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Ordinances 2013-05 through 2013-09**

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

Pass Ordinances 2013-05 through 2013-09.

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

Ordinances 2013-05 through 2013-08 include the addition of two new utility related fees. During the budget discussion at the Council retreat in March the Council approved moving forward with two new fees related to utility billing. The first is a monthly paper statement fee of 50-cents per account where a paper statement is mailed to a customer. Customers who elect the paperless billing option in the City's online bill pay system will not be charged the fee. This is a cost recovery measure which is expected to generate approximately \$36,000 per year to offset the cost of printing and mailing paper statements. The second fee is an account set up fee which would be charged to customers each time a utility account is set up. This is also a cost recovery measure which is expected to generate \$49,000 annually to offset the cost of providing tenant billing services for property owners.

Ordinance 2013-09 is a housekeeping change to the section of the sewer code pertaining to the payment of bills and the failure to pay. This change will make the payment terms consistent with the requirements in the other utility service ordinances.

#### **FISCAL IMPACT**

The proposed fees will generate an estimated \$85,000 annually in revenue to offset the cost of providing these services.

#### **ALTERNATIVES**

At its discretion the City Council may pass or not pass the Ordinances.

#### **ATTACHMENTS**

Ordinances 2013-05 through 2013-09

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

None

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

ORDINANCE 2013-05

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE III, SUBSECTION G OF THE CODY CITY CODE REGARDING SERVICE CHARGES.

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 Payment Charge	\$30.00
<u>Monthly Paper Statement Charge per account</u>	<u>\$00.50</u>
<u>Account Set Up Charge</u>	<u>\$35.00</u>
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 \_\_\_\_\_

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

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

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

ATTEST:

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

ORDINANCE 2013-06

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 4, CHAPTER 4, ARTICLE III, OF THE CODY CITY CODE BY ADDING A NEW SUBSECTION E REGARDING SERVICE CHARGES.

E. Service Charges

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

<u>Returned Payment Charge</u>	<u>\$30.00</u>
<u>Monthly Paper Statement Charge per account</u>	<u>\$00.50</u>
<u>Account Set Up Charge</u>	<u>\$35.00</u>

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 D. Baker Administrative Services Officer

ORDINANCE 2013-07

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 2, ARTICLE II, OF THE CODY CITY CODE BY ADDING A NEW SUBSECTION C REGARDING SERVICE CHARGES.

C. Service Charges

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

<u>Returned Payment Charge</u>	<u>\$30.00</u>
<u>Monthly Paper Statement Charge per account</u>	<u>\$00.50</u>
<u>Account Set Up Charge</u>	<u>\$35.00</u>

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 D. Baker Administrative Services Officer

ORDINANCE 2013-08

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 3, ARTICLE I, OF THE CODY CITY CODE BY ADDING A NEW SUBSECTION D REGARDING SERVICE CHARGES.

D. Service Charges

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

<u>Returned Payment Charge</u>	<u>\$30.00</u>
<u>Monthly Paper Statement Charge per account</u>	<u>\$00.50</u>
<u>Account Set Up Charge</u>	<u>\$35.00</u>

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 D. Baker Administrative Services Officer

ORDINANCE 2013-09

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 3, ARTICLE I, OF THE CODY CITY CODE TO MODIFY SEWER USE FEES; TIME OF PAYMENT; FAILURE TO PAY.

Article I, Section 8-3-10-3 shall be hereby amended as follows:

~~Upon failure of any user of sewer facilities to pay his account in full within ten (10) days of the date of billing, it shall be the duty and responsibility of the administrative services director to notify such user by regular mail, that his/her account is in arrears and must be paid within five (5) days of receipt of such notice, or all city utility services shall be discontinued. In the event such account remains unpaid at the expiration of the five (5) day period, the administrative services director shall instruct the necessary city departments to immediately discontinue further utility services to such user.~~

~~Upon payment of the account in full, plus a fifteen dollar (\$15.00) service charge, the city utility services shall be restored to such user. In the event all city utility services are discontinued due to nonpayment, one service charge of fifteen dollars (\$15.00) shall apply for reconnection of all such service for that consumer. (Ord. 76-11)~~

~~All bills for use of wastewater service furnished shall be due and payable within fifteen (15) days of the bill date. Payment of bills shall be as outlined in the city electric ordinance, chapter 1 of this title.~~

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

PASSED ON FIRST READING THE 16<sup>th</sup> day of April 2013

PASSED ON SECOND READING THE 7<sup>th</sup> day of May 2013

PASSED, APPROVED AND ADOPTED  
ON THIRD AND FINAL READING THE 21<sup>st</sup> day of May 2013

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

ATTEST:

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

MEETING DATE: APRIL 16, 2013  
DEPARTMENT: CITY ADMINISTRATOR  
PREPARED BY: JENNI ROSENCRANSE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: JENNI ROSENCRANSE

## **AGENDA ITEM SUMMARY REPORT** **Ordinances 2013-10, 2013-11 and 2013-12**

### **ACTION:**

Consider passing Ordinance 2013-10, 2013-11 and 2013-12 on first reading.

### **BACKGROUND**

During the Council Work session on Friday, March 22, 2013, staff presented council with a cost of service analysis of the general fund. The purpose of the cost of service analysis was to identify the true cost of providing general fund services and then to prioritize those that were the most important to Council and stop or restructure others that did not have enough public value for what they cost. This is part of the sustainable budgeting process the City of Cody has implemented. Another aspect of the sustainable budgeting model is to look at potential revenue sources and implement them where appropriate. During the work session, staff also identified a variety of potential or additional revenue sources the Governing Body could implement to bring more revenue to the General Fund.

Liquor Licenses are one of those potential revenue sources the Governing Body could look at increasing. Currently, the City of Cody does not charge the maximum fees allowed by Wyoming State Law. In addition, we charge below average for some of the licenses when comparing our fees to other jurisdictions around the state. The City of Cody has not increased fees in a very long time. I was asked to look into this several years ago, and I reviewed minutes all the way back to the 70s and could not find minutes to reflect any change in liquor license fees.

The fee increase could bring approximately \$24,434 of additional revenue to the City of Cody General Fund. The General Fund pays for the operation of the Mayor and Council, City Administrator, Administrative Services, City Attorney, Police, Parks, Recreation and Public Facilities, Community Development, and Streets and Vehicle Maintenance Divisions. The increased revenue will be used to offset the expenses of these services.

It is also recommended that a portion of the fee increase be allocated to the Topsy Taxi program to ensure it is sustainable. This program is completing its second year. It is regularly used and seems to be having an impact on the number of Driving While under the Influence citations which definitely improves the safety of our community and citizens. Fundraising for this program is becoming more difficult and time consuming. If it is a priority for this community service to continue, this is a way to pay for it.

Ordinance 2013-12 addresses a change that the Wyoming Legislature made during its 2013 session. Effective July 1, 2013 Restaurant Liquor License Holders will be able to add a second dispensing room if they so desire. This ordinance simply reflects the new law and adds it to our ordinances.

### **FISCAL IMPACT**

If all three ordinances are passed, the City of Cody has the potential in increase general fund revenue by approximately \$24,434. I would recommend that \$9000 be allocated for the Topsy Taxi Program operations leaving a balance of \$15,434 for the general fund.

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

**ALTERNATIVES**

1. Do not pass on 1st Reading.
2. Suggest amendments to Ordinances.

**RECOMMENDATION**

Staff recommends Council pass Ordinances 2013-10, 2013-11 and 2013-12 on first reading as presented.

**ATTACHMENTS**

1. Ordinances
2. Liquor License Analysis

**AGENDA & SUMMARY REPORT TO:**

Liquor License Analysis

License Type	# of Licenses Allowed	# of Licenses Issued	Number with 2nd disp room	Current Fee	Additional Dispensing Room Fee	Allowable Fee	Proposed Fee	Proposed Additional Dispensing Room Fee	Increase over Current (1 room)	Increase over Current (2 rooms)	% Increase over Current	Total Current Revenue	Total Proposed Revenue
Bar and Grill	3	2	1	\$ 1,500	\$ 1,000	\$ 10,500	\$ 1,500	\$ 1,000	\$ -	\$ -	0%	\$ 4,000	\$ 4,000
Retail	21	21	4	\$ 1,000	\$ 667	\$ 1,500	\$ 1,500	\$ 1,000	\$ 500	\$ 833	50%	\$ 23,667	\$ 35,500
Restaurant	unlimited	12	0	\$ 750	\$ -	\$ 3,000	\$ 1,000	\$ 667	\$ 250	\$ 917	33%	\$ 9,000	\$ 12,000
Limited (Club)		3	1	\$ 400	\$ 267	\$ 1,500	\$ 1,000	\$ 667	\$ 600	\$ 1,000	150%	\$ 1,467	\$ 3,667
Resort				\$ 1,000	\$ -	\$ 3,000	\$ 1,000		\$ -		0%	\$ -	\$ -
Winery	21	1		\$ 300		\$ 500	\$ 500		\$ 200		67%	\$ 300	\$ 500
Satellite Winery				\$ 100		\$ 100	\$ 100		\$ -		0%	\$ -	\$ -
Brewery	21	1		\$ 400		\$ 500	\$ 500		\$ 100		25%	\$ -	\$ -
Catering		39		\$ 50	\$ -	\$ 100	\$ 100		\$ 50		100%	\$ 1,950	\$ 3,900
Malt Beverage & Additional Dispensing		69		\$ 10	\$ -	\$ 100	\$ 50		\$ 40		400%	\$ 690	\$ 3,450
Open Container		61		\$ 50		\$ 100	\$ 100		\$ 50		100%	\$ 50	\$ 100
				\$ 10			\$ 50		\$ 40		400%	\$ 610	\$ 3,050
Total												\$ 41,733	\$ 66,167

\*\*malt bev, cateingr, temp room, open container approx numbers from FY 11-12

Potential Revenue Increase \$ 24,434

Comparative Analysis	City of Powell	Park County	City of Riverton	City of Worland	City of Douglas	Town of Jackson	City of Sheridan	City of Lander	Average	Cody Fees
Bar and Grill	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500.00	\$ 1,500
Retail	\$ 1,000	\$ 500	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,250	\$ 1,000
Restaurant	\$ 1,000	\$ 625	\$ 500	\$ 1,000	\$ 500	\$ 1,500	\$ 500	\$ 1,000	\$ 828.13	\$ 750
Limited (Club)	\$ 100	\$ 400	\$ 750	\$ 750	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 400
Resort	\$ 1,500		\$ 1,500				\$ 1,500	\$ 1,000	\$ 1,375.00	\$ 1,000
Winery	\$ 300		\$ 300		\$ 500	\$ 100		\$ 500	\$ 340	\$ 300
Brewery	\$ 300		\$ 300		\$ 500	\$ 500	\$ -	\$ 500	\$ 420	\$ 400
Catering	\$ 50	\$ 25	\$ 100	\$ 50	\$ 10	\$ 20	\$ 30	\$ 50	\$ 42	\$ 50
Malt Beverage &	\$ 15	\$ 25	\$ 50	\$ 10	\$ 10	\$ 100	\$ 30	\$ 50	\$ 36	\$ 10

**ORDINANCE NO. 2013-10**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II,  
SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES**

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

Section 3-2-14 of the City of Cody Code shall be amended as follows:

**Section 3-2-14 LICENSE FEES**

- A. Every applicant issued a retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand five hundred dollars (\$1,500.00). The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is one thousand dollars (\$1000.00).
- B. Every applicant issued a limited retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00) The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is six hundred sixty six dollars sixty seven cents (\$666.67).
- C. Every applicant issued a resort liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00).
- D. Every applicant issued a restaurant liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00) The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is six hundred sixty six dollars sixty seven cents (\$666.67).
- E. Every applicant issued twenty four (24) hour malt beverage permit by the provisions of this article shall pay in advance, the sum of fifty dollars (\$50.00).
- F. Every applicant issued a special malt beverage permit for a public auditorium, civic center or events center by the provisions of this article shall pay annually in advance the sum of one thousand five hundred dollars (\$1,500.00).
- G. Every applicant issued a twenty four (24) hour catering permit by the provisions of this article shall pay in advance, the sum of one hundred dollars (\$100.00).
- H. Every applicant who is issued a twenty four (24) hour dispensing room permit shall pay a fee of one hundred dollars (\$100.00) for a twenty four (24) hour period of time.
- I. Every applicant who is issued a permit for a microbrewery by the provisions of this article shall pay annually in advance a fee of five hundred dollars (\$500.00).

- J. Every applicant issued a winery permit by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five hundred dollars (\$500.00).
  
- K. Any applicant who is issued a permit for a satellite winery permit by the provisions of this article shall pay annually in advance the sum of one hundred dollars (\$100.00).
  
- L. Any applicant who is issued a bar and grill license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five thousand dollars (\$5,000.00) upon initial issuance and one thousand five hundred dollars (\$1500.00) upon each annual renewal. The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is three thousand three hundred thirty three dollars thirty four cents (\$3333.34) upon initial issuance and one thousand dollars (\$1,000) upon each renewal. (Ord. 2006-07, 5-2-2006).
  
- M. As of July 1, 2013, a portion of the revenue collected from said liquor license fees shall be allocated to the Topsy Taxi program so long as the program remains operational. The amount of such allocation shall be determined each fiscal year through the City budgeting process.

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

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

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

Attest:

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

**ORDINANCE NO. 2013-11**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II,  
SECTION 14 (D) OF THE CITY OF CODY CODE PERTAINING TO  
RESTAURANT LIQUOR LICENSE FEES**

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

Title 3, Chapter 2, Section 14(D) of the City of Cody Code is hereby amended as follows:

**Section 3-2-14(D)**

- D. Every applicant issued a restaurant liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00) The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is six hundred sixty six dollars sixty seven cents (\$666.67).

This Ordinance shall become effective on July 1<sup>st</sup>, 2013, upon passage and publication in the Cody Enterprise as required by law.

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

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

Attest:

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

**ORDINANCE NO. 2013-12**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE I,  
SECTION 8 OF THE CITY OF CODY CODE: OPEN CONTAINERS IN  
PUBLIC STREETS, SCHOOL GROUNDS, PARKS, ETC.**

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

Section 3-2-8 of the City of Cody Code shall be amended as follows:

**Section 3-2-8 OPEN CONTAINERS IN PUBLIC STREETS, SCHOOL  
GROUNDS, PARKS, ETC.**

It shall be unlawful for any person to drink, consume, carry, exhibit or have in his possession wines, alcoholic liquors or malt beverages in open or unsealed containers of any type, in or upon the public streets, sidewalks, curbs, alleys, school grounds and parks; provided, however, that the governing body and/or its designee, upon application on a written form provided by the city and upon payment of a fifty dollar (\$50.00) fee, may grant a permit authorizing use and consumption contrary to the foregoing for picnics, bazaars, fairs, rodeos, special holidays, conventions, tournaments or similar gatherings. (Ord. 2006-07, 5-2-2006)

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

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

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

Attest:

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

**RESOLUTION 2013-07**

**A RESOLUTION ADOPTING THE 2013 Electrical Distribution Standards Policy**

WITNESSETH:

WHEREAS, the City of Cody is a supplier of power and energy to its citizens;  
and

WHEREAS, as part of its obligation to the citizens of Cody, and to insure that electrical services installed within the City limits meet accepted safety standards and are constructed in such a manner as to minimize conflicts with other utilities and maximize reliability of service, furthermore to insure that the policy remains up to date, the City of Cody has amended the 2012 Electrical Distribution Standards Policy.

WHEREAS, the City of Cody desires to provide to electrical contractors and developers operating within the City of Cody a common set of requirements for the installation of electrical facilities, and that such requirements reflect the name used in the City ordinances.

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY that effective July 1, 2013 the 2013 Electrical Distribution Standards Policy is adopted by the City of Cody.

PASSED, APPROVED AND ADOPTED THE 16<sup>th</sup> day of April, 2013

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

Attest:

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



**2013**

**City of Cody  
Electrical  
Division**



**ELECTRIC DISTRIBUTION STANDARDS POLICY**

Adopted by City Council – \_\_\_\_\_

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**Section I  
General Information**

**10.03 Purpose**

This booklet is to aid in providing electric service for new or remodeled structures as well as subdivisions and other major projects. While this book should answer most questions, you may contact Cody’s Electrical Division for further assistance. The appropriate phone numbers and contacts are:

- City of Cody Electrical Engineer – 527-7511
- City of Cody Electrical Superintendent – 587-6803
- City of Cody Building & Electrical Inspector – 527-7511

The word “Utility” as used in this booklet shall mean the City of Cody Electrical Division. The word “Customer” shall mean the resident, building owner, contractor or developer requiring electrical service.

**1.02 Codes and Ordinances**

The construction of new or remodeled electrical installations must conform to applicable provisions of the National Electrical Code, the National Electrical Safety Code, the State of Wyoming Electrical Safety Division regulations and the City of Cody ordinances and codes.

**1.03 Changes or Conflicts in Requirements and Guidelines**

The governmental codes and ordinances in Section 1.02 are the basis for some information in this booklet. It is the intent of these guidelines and requirements to follow all applicable codes, ordinances and regulations. If a conflict arises, the appropriate code, ordinance or regulation will supersede the interpretation offered in this booklet. These requirements are subject to change if the governing codes, ordinances or regulations change. The Utility does not assume the responsibility for keeping this booklet current. In case of doubt on the applicability of any item, one should consult the Utility.

When this booklet uses the phrase “consult utility,” it shall mean for every installation, not a single contact.

**1.04 Application for Service**

The Customer must provide the Utility with accurate load information and the requested service date as early as possible. Requests for service to commercial and industrial Customers normally require 60 days planning by the Utility to serve the load. Installations requiring transformers or other equipment not in stock may require six months lead time or more. Consult the Utility for service dates for your installation.

For commercial, industrial or residential subdivisions, mobile home parks, and apartment complexes, the requests for service shall include a City Council approved plat. Such plans should show preferred service and meter locations and a single line diagram of the electrical layout. The request must show all load information, including lighting, receptacle, water heating, cooking, electric heat, air conditioning, and motor load. The Customer must provide sufficient information on equipment operations to establish the kilowatt demand of the load.

The Utility has a staff available for advice on Distribution Standards and problems related to electric energy use for new, existing and reconstructed installations. The Customer and the Contractor are liable for any damage to Utility equipment or personal injury unless they give adequate notice to the Utility and receive approval from the Utility for the change or addition.

When conditions arise during construction that requires changes in service arrangements, the Customer must consult with the Utility to negotiate satisfactory alternative arrangements. Communication with the Utility will afford you this service.

**1.05 Types of Service Furnished**

Electric service available is 60-hertz, alternating current, single or three phase. Nominal secondary voltages available by overhead or underground distribution lines in the service area are as follows:

- Single-phase, 120/240-volt, 3-wire, grounded
- Three-phase, 208Y/120-volt, 4-wire, grounded wye
- Three-phase, 480Y/277-volt, 4-wire, grounded wye

Under certain conditions, the Utility will provide single phase, 120/208-volt, 3-wire grounded service, single-phase, 240/480-volt, 3-wire, grounded service, or three-phase, 240/120-volt, 4-wire, grounded delta service. Again under certain conditions, the Utility will supply primary delivery at the distribution voltage standard for the requested service location. All service provided by the Utility is subject to the terms and conditions specified in later sections of this manual.

**1.06 Approval for Service**

City of Cody ordinances require a Customer to obtain a permit before the Utility provides service. In addition, State of Wyoming Statutes require that the electrical inspection authority (in this case the City of Cody Building Inspector) approve the installation before it is energized.

**1.07 Permanent Service Connection**

Only authorized Utility employees shall make the permanent connection or disconnection of the Utility's electric service to a building or structure.

**10.03 Seals**

The purpose of seals placed by the Utility on meters and associated service equipment is to prevent injury or tampering.

Under normal circumstances, only the Utility can remove seals. If an emergency requires seal removal before notification, the person responsible must notify the Utility as soon as possible. The Utility can then inspect the installation and replace the seal.

**Section II  
Services**

**2.01 General**

The location of the service entrance on the Customer's premises is an important consideration to both the Customer and the Utility. The installer shall locate the service entrance to make the meter and service easily accessible from the Utility distribution lines (refer to the figures on pages 9 & 13). The service entrance shall be convenient for the installation, operation and maintenance of Utility meters and equipment. **The Customer shall consult the Utility for designation of the point of attachment for overhead service drops, underground service laterals, preferred meter and service locations, required current transformers, and terminal cabinet enclosures.** The Customer shall contact the Utility if variations from these designated locations are desired.

The Customer will provide and install all service equipment, including service laterals (conduits & conductors), switches, service entrance conductors, raceways, enclosures, and meter sockets, and will further provide right-of-way and space for the installation and maintenance of the Utility facilities. Customer provided service laterals must be installed to City specifications.

The point of attachment for service laterals will be the point at which Utility installed equipment and Customer installed equipment connect. For all services, that point of attachment is where the service lateral conductors connect to the Utility transformer or pedestal. The Customer-provided conductors that run into the transformer shall be cut three feet above the transformer secondary bushings to provide sufficient length for replacing transformers.

Normally, service to a building will be through one set of main service conductors of the same voltage classification. The Utility may tap these main service conductors where more than one



**Section III  
Temporary Construction Distribution Standards**

**3.01 General**

Upon request, and with application, the City of Cody will supply temporary service at a location adjacent to the City’s facilities. Application for service and appropriate fees shall be paid at City Hall before said service will be given. An electrical permit is also required before hook up will be done.

Always locate temporary services for construction work to protect the meter from accidental damage, and, when practical, in a location usable throughout the entire construction period. If several homes will be built from one temporary service that temporary service should be given the address of the last home to be built. If a temporary service must be moved, a new application is needed.

**3.02 Requirements – Overhead:**

- To ensure strength, the pole or post must be at least butt treated and free from any visible defects.
- The pole or timber shall be no less than 20 feet long planted 5 feet in the ground. More ground clearance may be required if service will cross traffic areas.
- The ground rod shall be visible when inspection is made.
- Guying may be required – consult City Engineer
- Meter to be no more than 6’ from ground line with a main disconnect.

**3.03 Requirements – Underground**

- Post must be long enough to be firmly planted in the ground.
- Locate close to an existing pad mounted transformer or secondary pedestal with enough cable tails to extend inside said facilities.
- Ground rod shall be visible when inspection is made.
- Meter to be no more than 6’ from ground line with a main disconnect.

**3.04 Meter Socket Requirements for Temporary Construction Services**

<b>Temporary Construction Service</b>	<b>Meter Socket Type</b>
Single phase, 120/240 V 200amps or less	4-Jaw
Single phase, 120/208 V 200 amps or less	5-Jaw
All other temporary services	Consult the City of Cody

## Section IV Residential Meter Installations

### 4.01 Residential Meter Socket location – overhead installation

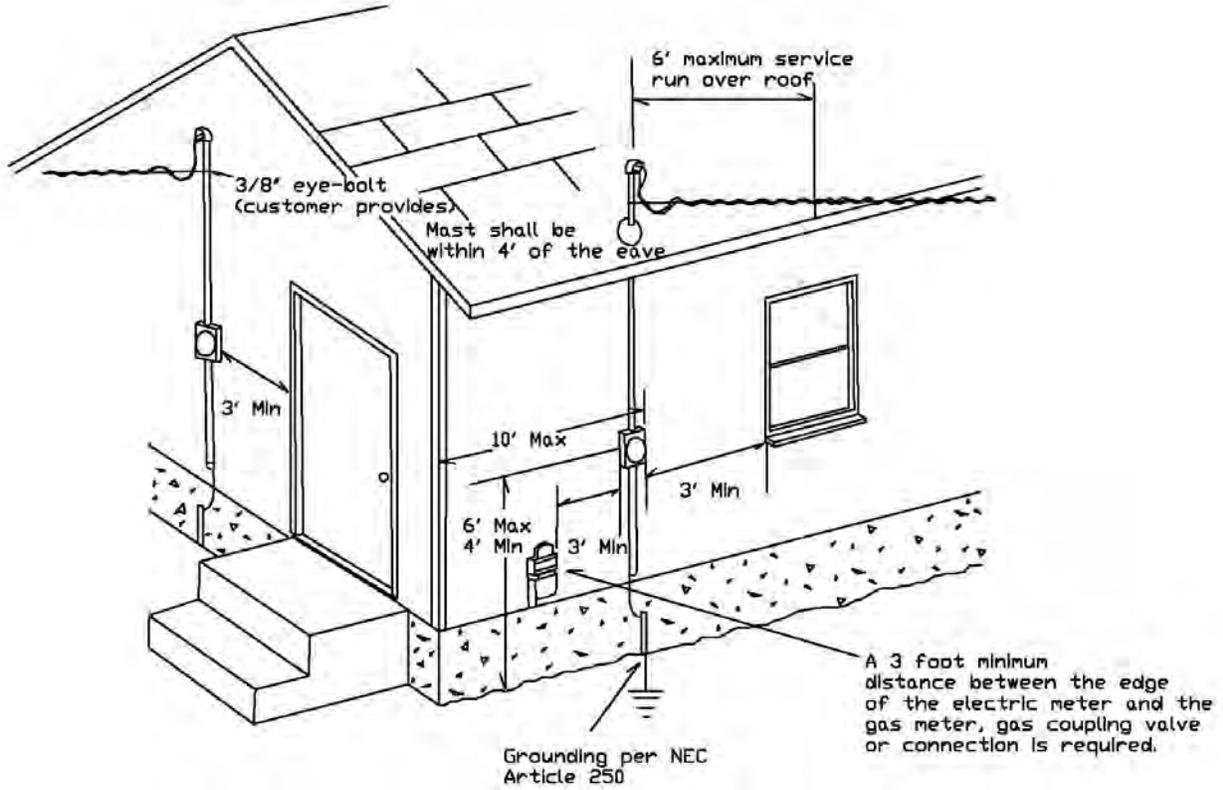
The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted. **It is highly recommended that the City be consulted prior to establishing the final meter socket location.** The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider as well as ready access to the meter for meter maintenance and replacement. **Consult the City to determine the point of attachment for overhead service drops.** In all cases, the minimum service mast riser conduit size shall be 2" GRC conduit.

Install residential meter outdoors at a location acceptable to the City of Cody. Meters must not be installed within three feet of windows. It is recommended that the location avoids exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping from obstructing access to the meter.

The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, overhead residential services shall meet the following requirements:

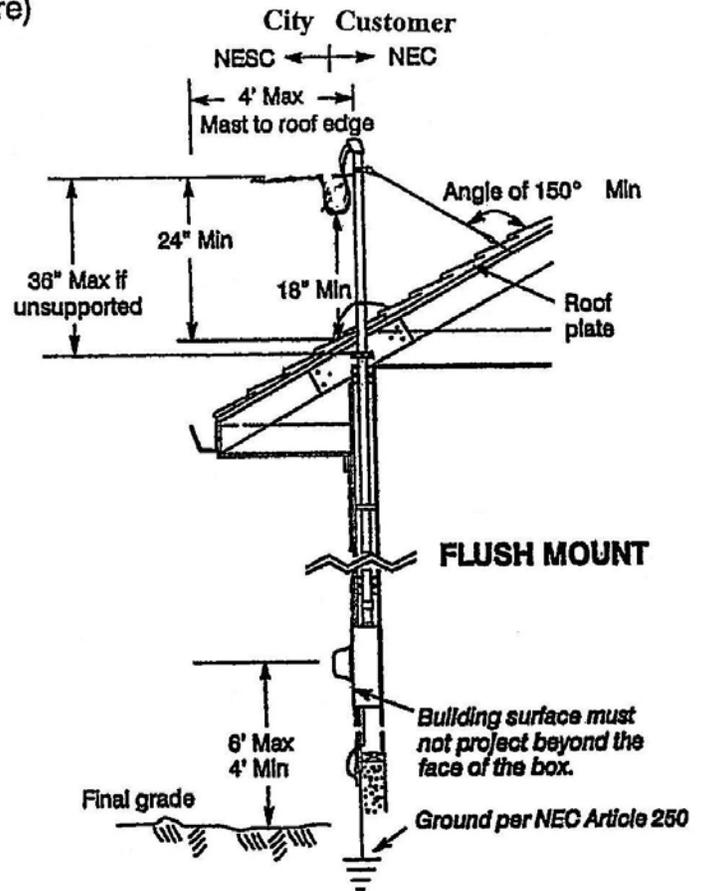
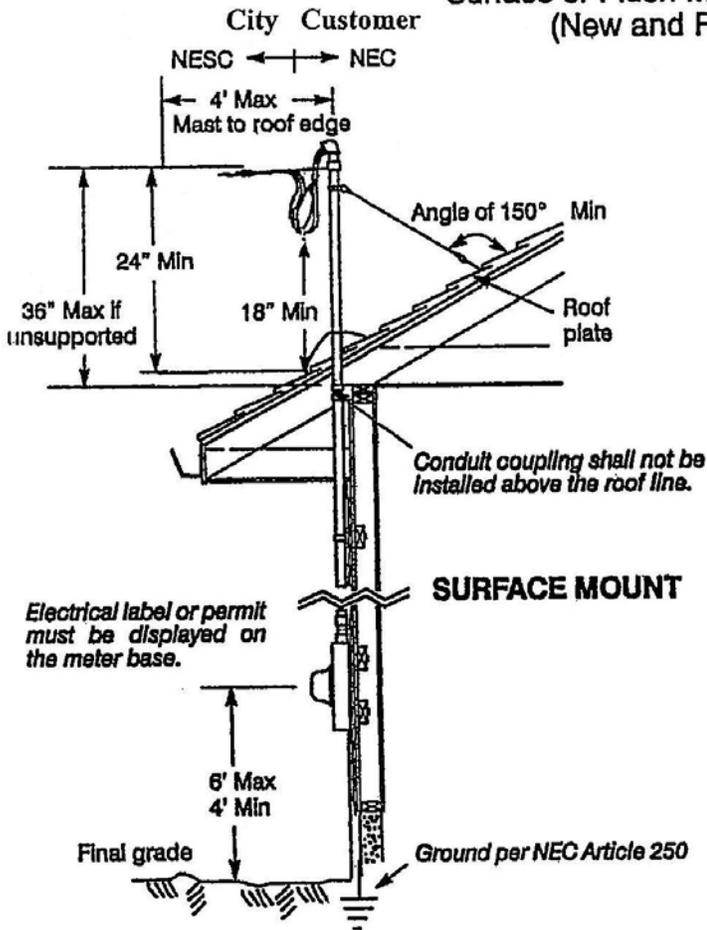
- Service mast must be a minimum of 2" GRC conduit with an appropriate weather head.
- An outside disconnect means must be provided.
- The City must be consulted before determining the final meter socket location to insure that it is accessible from the nearest point of attachment to the City's electrical system.
- The meter socket must be located between 4' and 6' of finished grade.
- The meter socket must be located a minimum of 3' from a window (including egress windows) unless prior authorization is received from the City Electrical Engineer.



Residential Meter Socket Location  
Overhead Installation

Single Family Overhead Service Detail

Surface or Flush Mount Metering  
(New and Rewire)



NOTE:

1. Allow 24" conductor leads for connection to service drops
2. Appropriate guying required for long services or taller masts
3. The service mast must be minimum 2" GRC conduit with an appropriate weatherhead. This must be provided and installed by the Customer.



#### **4.02 Residential Meter Socket location – underground installation**

The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted.

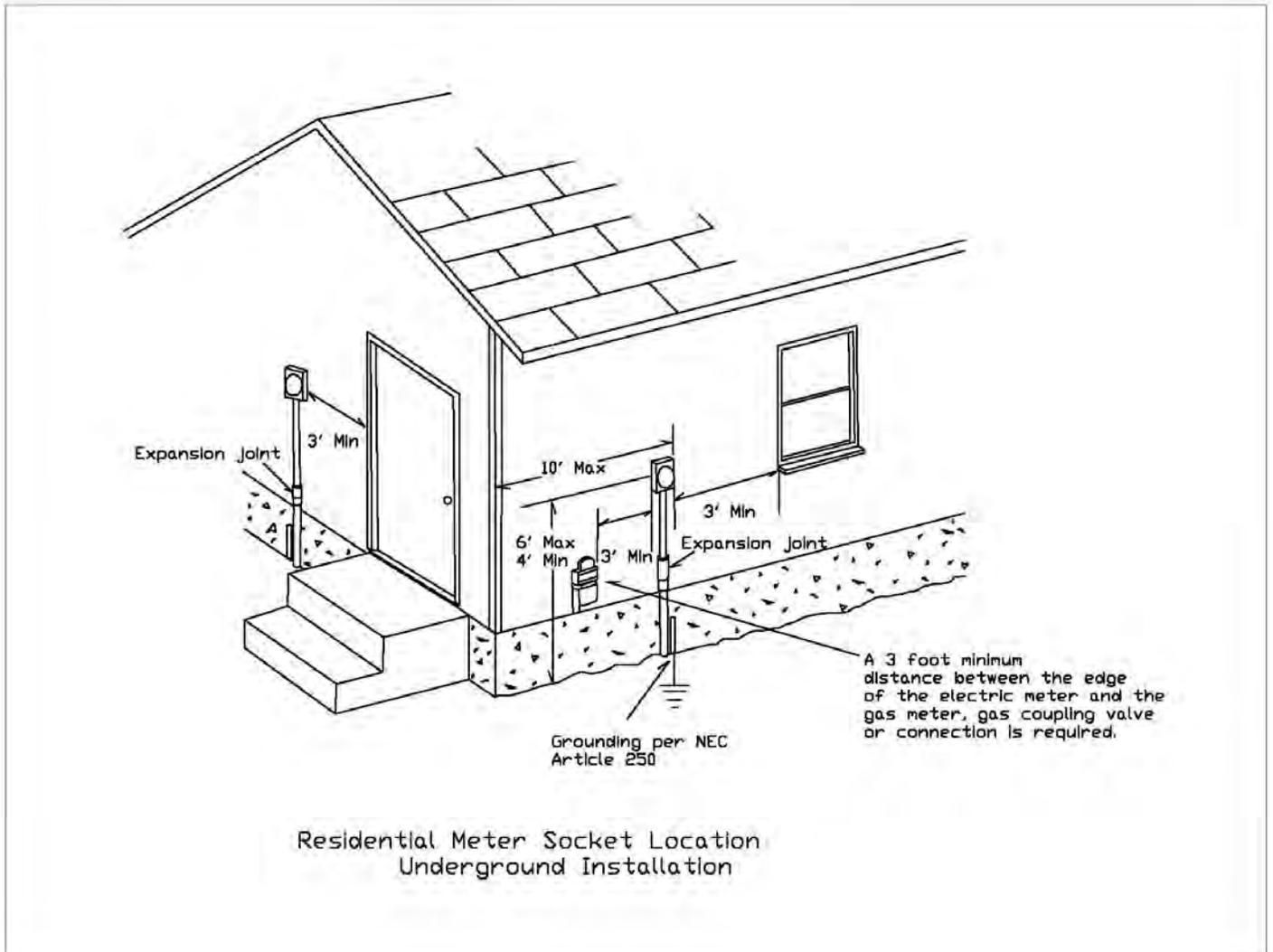
The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider. Consult the City to determine the point of attachment for underground service laterals. The City of Cody has both front lot line facilities and alley facilities so contacting the City is important prior to installation. In an underground subdivision, the source of power for each lot has been predetermined in the initial layout. Any changes required could mean additional costs to the Customer.

Install residential meter outdoors at a location acceptable to the City of Cody. Avoid installations near windows or exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping from obstructing access to the meter.

The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, residential underground service equipment must meet the following criteria.

- The City electrical engineer shall be contacted before determining the final meter socket location to insure it is accessible from the nearest point of attachment to the City's electrical system.
- The conduit riser to the meter socket shall be provided with an expansion joint to allow for trench settling. This also applies to commercial services.
- Refer to Section V for conduit sizes and depths.
- The meter socket shall be located a minimum of 3 feet from a window (including basement egress windows).



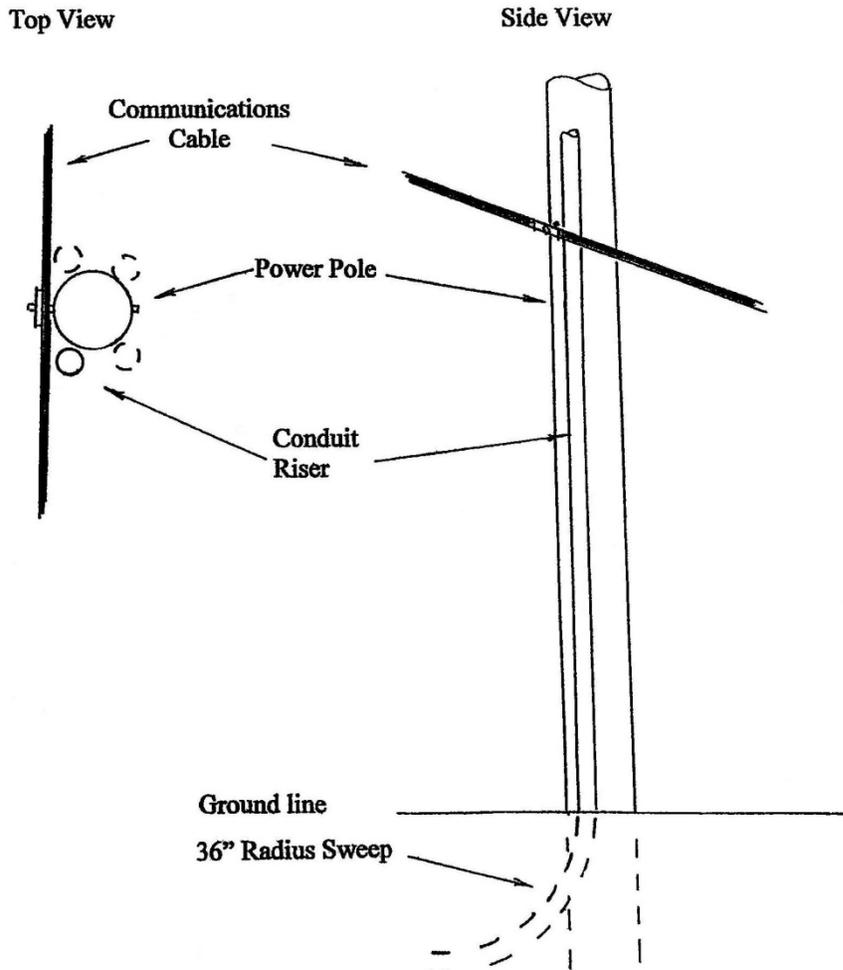
**Section V  
Conduit Requirements / Placement**

**5.01 Secondary Voltage (service lateral) Conduit:**

- Minimum two foot trench depth required
- 100 amp service – 2” conduit with 36” radius sweeps and expansion joint
- 200 amp service – 3” conduit with 36” radius sweeps and expansion joint
- 200 + amp service – 3” conduit with 36” radius sweeps and expansion joint
- Placement of meter base to be approved by City of Cody Electrical Division
- Placement of conduit for a pole riser shall be on the pole quarter to avoid conflict with any communication cables that may be on pole. If riser is in a traffic path it will require the first joint to be GRC. See drawing below
- All conduit shall be grey, electrical grade, schedule 40. When Customer furnishes the conduit, they will also furnish all straps and weatherhead for the riser.

**5.02 Distribution Voltage Conduit:**

- Minimum four foot trench depth required.
- All conduits shall be electrical grade schedule 40 PVC.
- All conduit sweeps shall be minimum 36” radius sweeps
- Customer provided conduit shall meet City specifications



## Section VI

### Non-Residential Services (Commercial, Industrial)

This section describes the City of Cody's requirements for non-residential services. This section covers single-phase and three-phase services for direct-connect and instrument rated sockets for meters. **Customer is responsible for any single phase protection on three phase installations.** All non-residential Customers are responsible for coordinating Distribution Standards with the City prior to material purchase and installation.

Any exceptions to the metering requirements shall be approved in writing by the City of Cody prior to installation.

#### 6.01 Service Point Location for Meter and Equipment

The service point refers to the location where the City's circuit connects to the Customer's system. Meters and metering equipment shall be located outdoors. All services, either residential or commercial shall be readily accessible and have an outside disconnecting means.

Meters shall not be installed on a drive-through service entrance side of a building. If equipment is installed in a traffic area, it will be the Customer's responsibility to provide barrier posts for the protection of electrical equipment.

#### 6.02 General Descriptions

##### **Direct Connect Services** (120 to 480 volts):

- Single-phase services of 400 amps (320 amps continuous).
- Three-phase services of 200 amps (160 amps continuous).

##### **Instrument Rated Services** (120 to 480 volts):

- Single-phase services over 400 amps (320 amps continuous).
- Three-phase services over 200 amps (160 amps continuous).

**Switchboard type meter cabinets may be required in high amperage situations where multi-conductors are required.** If more than 12 secondary service conductors are required from the transformer to the meter equipment, a secondary connection cabinet shall be required.

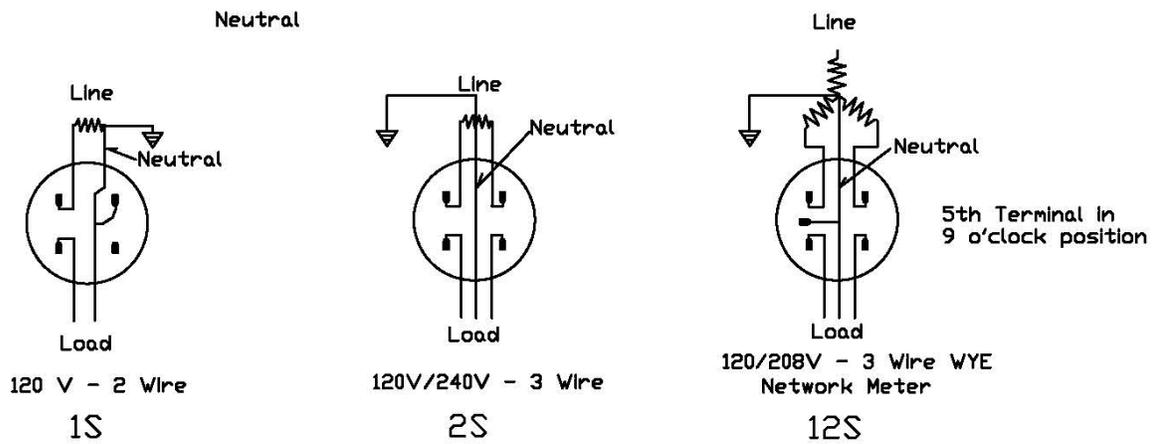
#### 6.03 Direct Connect Services

The City of Cody requires a direct-connect meter socket (with manual by-pass) when the ampacity of a single-phase service entrance is 400 amps (320 amps continuous) or less, or when the ampacity of a three-phase service is 200 amps (160 amps continuous) or less.

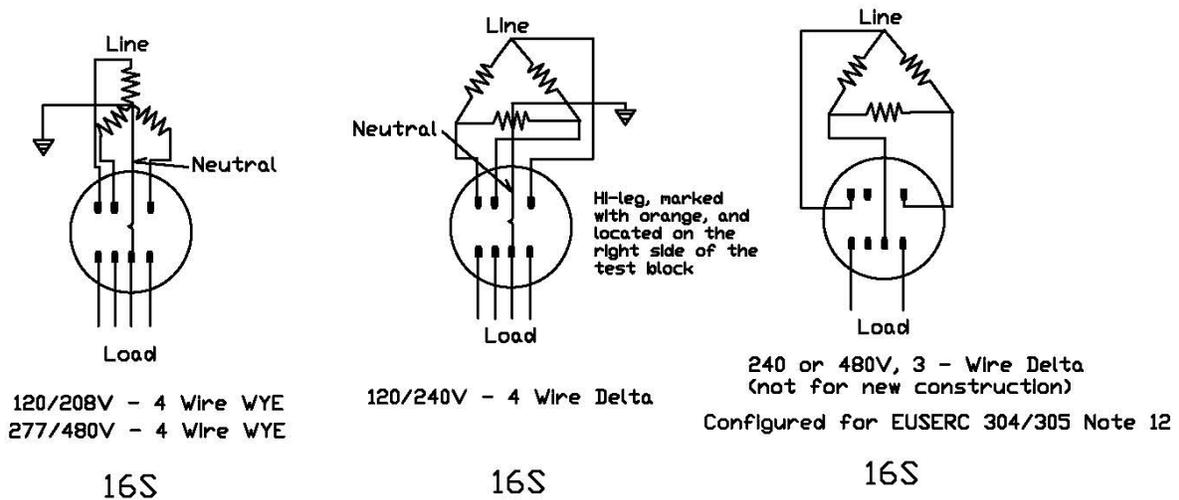
Meter sockets shall be furnished, installed, and wired by the Customer/electrician.

Meter Socket Connection Diagrams  
(Direct Connect)

Single Phase Connection  
Front View



Three Phase Connection  
Front View



**6.04 Instrument rated services**

The City of Cody requires a Customer supplied and installed wall mounted CT cabinet with sufficient space on the unhinged side for the remote metering socket (see drawing for required size and installation instructions). Switchboard type meter cabinets may be required for higher amperage, multi-cabled services.

**Current Transformer Mounting Base Requirements  
For Installation in a Current Transformer Cabinet**

- The mounting base for CT's shall meet the ratings for the available fault current (50,000 A minimum)
- For 4-wire delta services, the high (voltage) leg conductor must be identified by orange tape, and located on the right hand side of the CT mounting base.
- The mounting base shall accept bar-type current transformers only.

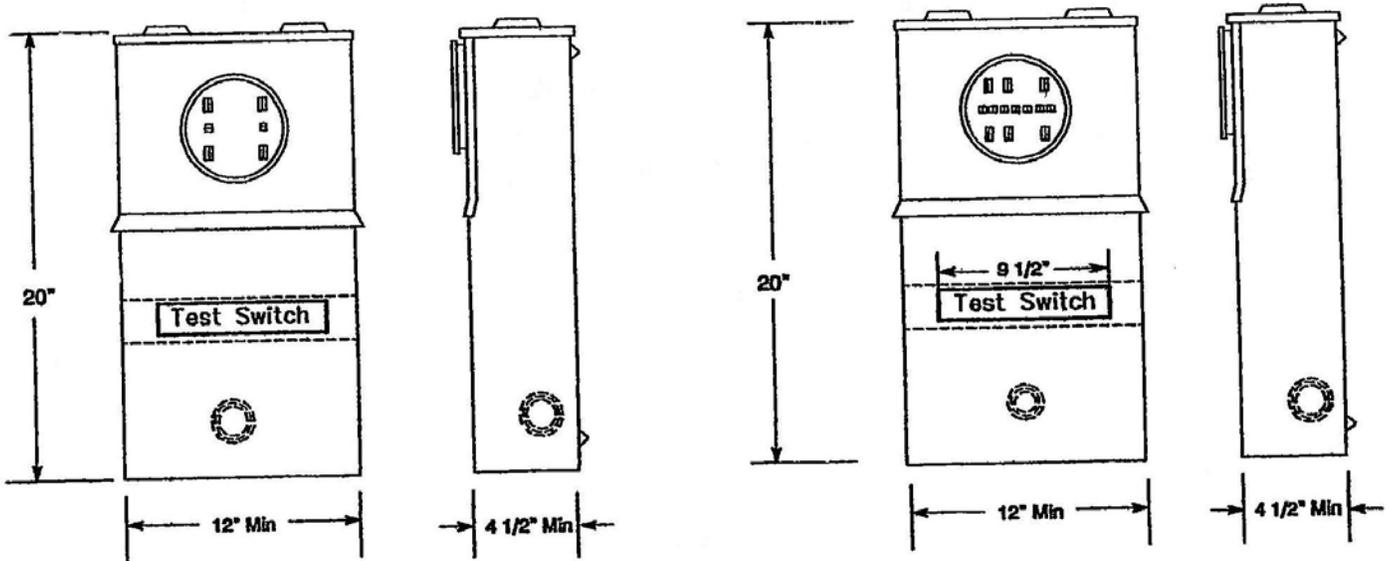
**Cable Terminations:**

- Line and load-side terminations on CT landing pads require two bolts per connector.
- The Customer shall provide and install all connectors to attach the line and load side conductors to the current transformer mounting base. The Customer shall provide and color code all conductors for these connections. For attachment of the service lateral conductors to the City distribution transformer, the Customer shall provide the connectors and the City will install and attach the service laterals to the City transformer. If the number of conductors supplying the Customer's service equipment from the transformer exceeds 12 individual cables, the Customer shall provide a secondary connection cabinet generally referred to as a "Scott Box". The City will make the connection between the secondary connection cabinet and the transformer and the Customer will make the connection between the secondary connection cabinet and the building service equipment.
- On overhead services, the Customer shall furnish all lugs and connect conductors to the line and load terminals of the current transformer mounting base. The Customer is responsible for bringing the service entrance conductor to the connection of the utility service drop. No alteration of the transformer mounting base is allowed.

**Current Transformer Meter Socket – Pre-Wired  
Requirements and Types  
1 Phase/3 Phase  
Customer Provided**

**Single Phase – 6 Jaw**

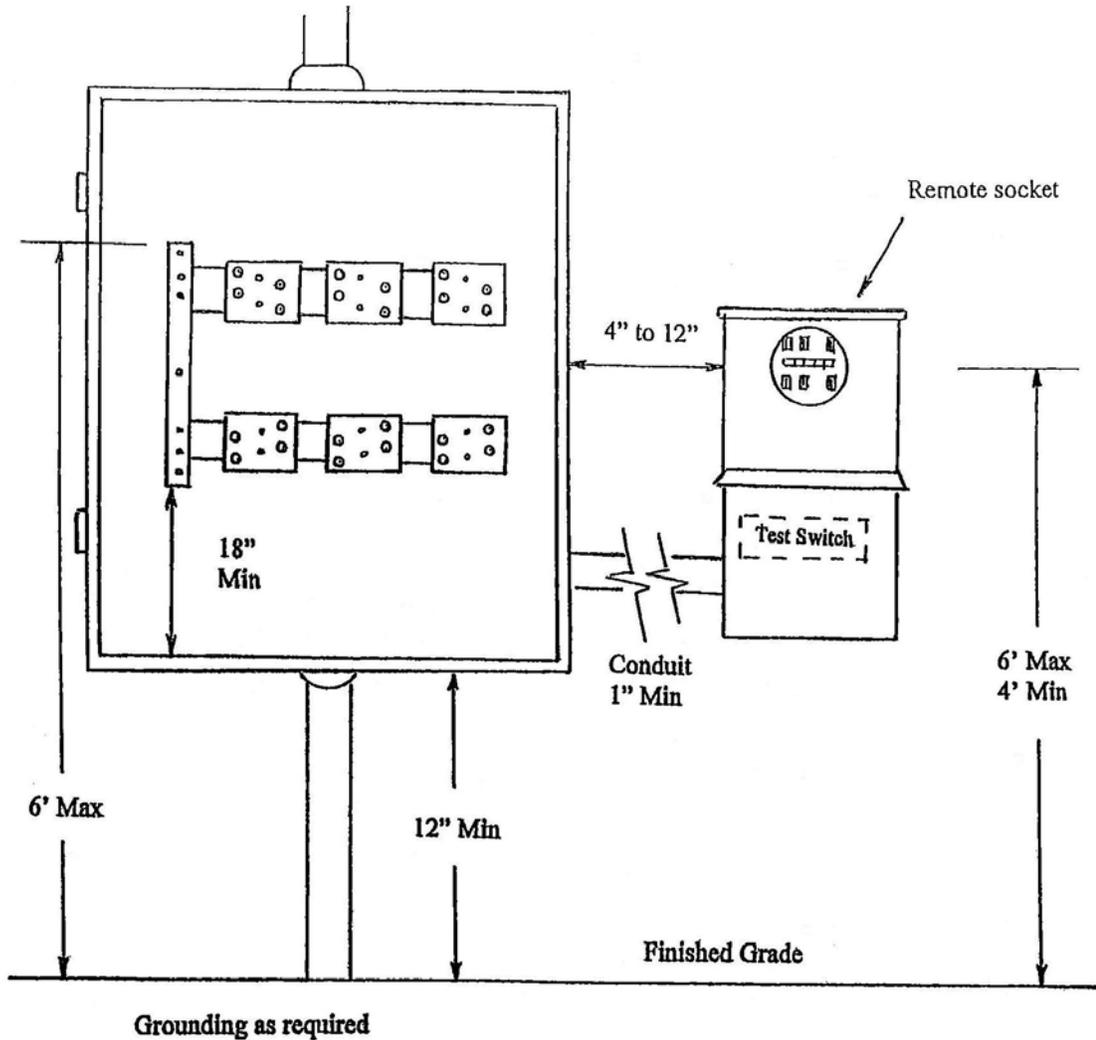
**Three Phase – 13 Jaw**



Type of Service	Socket Type
120/240 volt, single-phase, 3 wire	6 jaw
120/208 volt, three-phase, 4 wire	13 jaw
277/480 volt, three-phase, 4 wire	13 jaw
240/120 volt, three-phase, 4 wire	13 jaw

Note: Milbank 3 Phase Socket #UC7461-YL-TGE-DES, ringless with two-piece cover, test switch pre-wired. Single Phase Socket #UC7637-YL-TGE-DES.

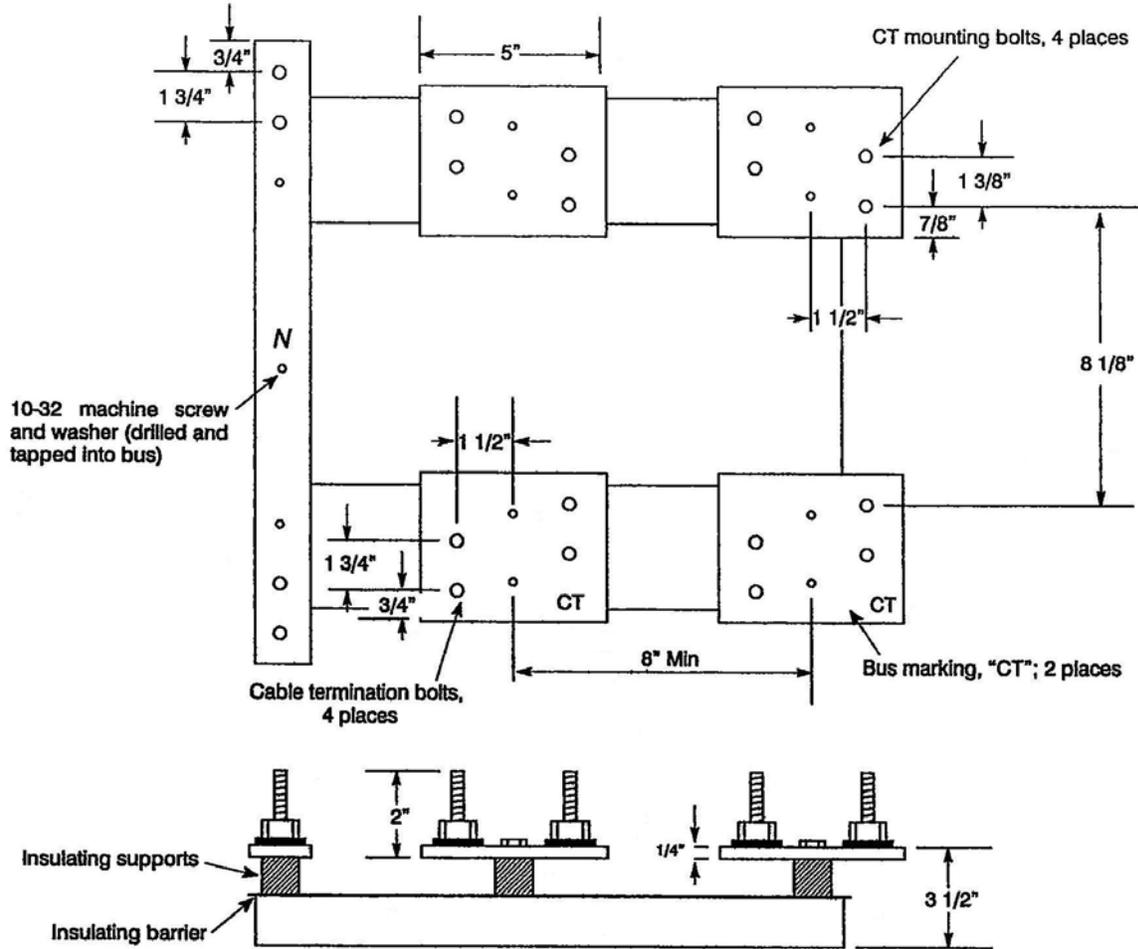
CT Cabinet Installation for Instrument Metering (OH or UG)  
 Three Phase Shown



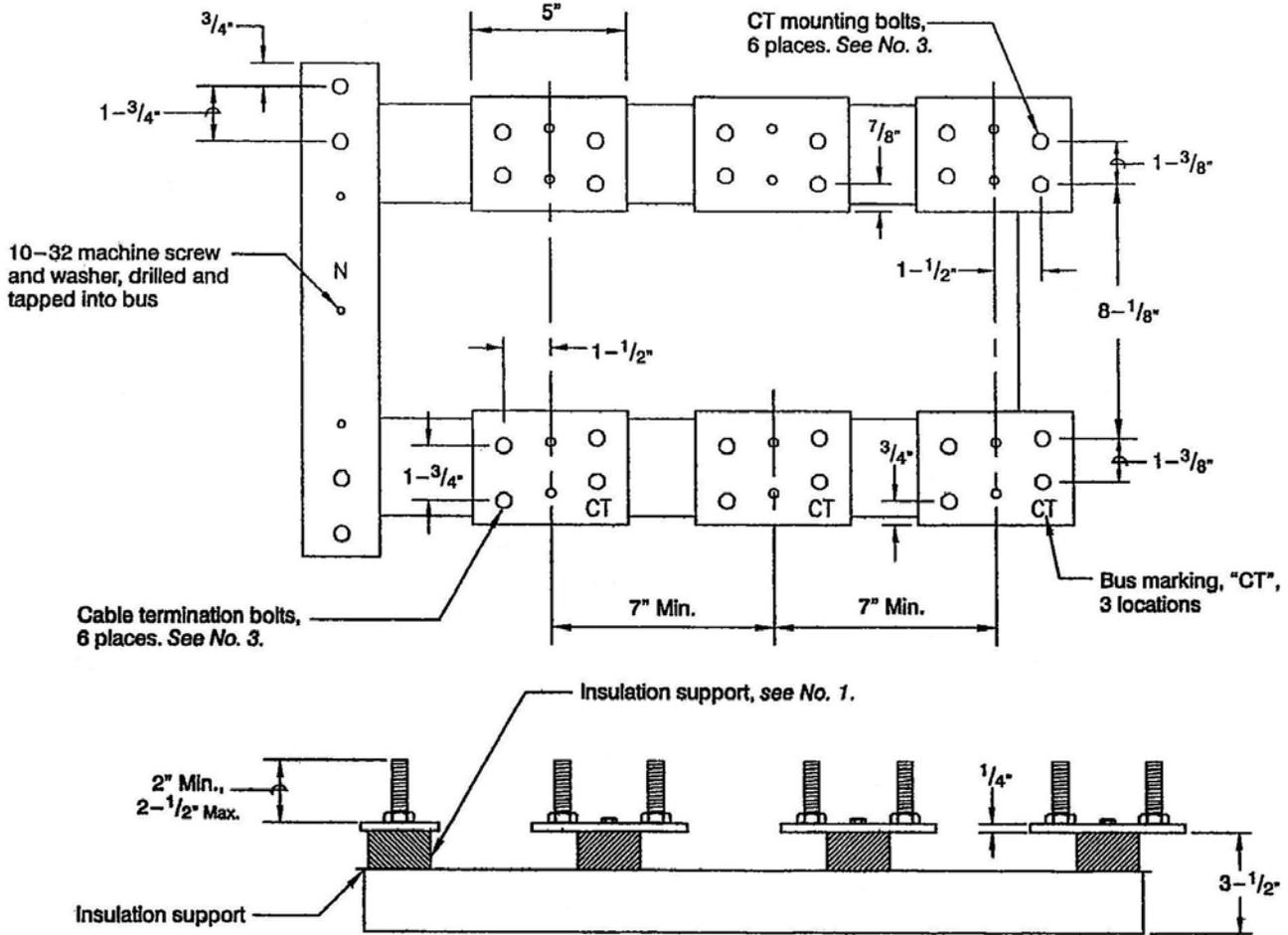
Note:

- Customer furnished CT cabinet, CT mounting bracket, & remote meter socket.
- Hinged door to open away from remote meter.
- 36"x 48" Min with 48"x 48" required at times (City option)

**Transformer Mounting Base**  
**For installation in a Current Transformer Enclosure**  
(Single-Phase, Three-Wire, 800-amp Max)  
EUSERC 328A, 328B SHOWN



**Transformer Mounting Base**  
**For installation in a Current Transformer Enclosure**  
 (Three-Phase, Four-Wire, 800-amp Max.)  
 EUSERC 328A, 328B SHOWN



**Additional Requirements**

- Meter sockets shall not be located above or below CT enclosures.
- The top of the CT mounting bracket shall not be more than 6 feet above floor level. The cover shall have factory-installed hinges for side opening, with sealing provisions and shall hold the cover in the open position at 90 degrees or more.
- The City of Cody Electrical Dept. shall be consulted as to placement of line/load conduits.

**Section VII  
Clearances at Meter Locations**

**7.01 General:**

The Customer shall provide suitable space and provisions for mounting a meter base at a location approved by the City of Cody. Both the Customer and the City share an interest in providing a location of the utmost convenience to both parties for, reading, testing, repairing, disconnecting, and replacing meters. Egress and regress with a minimum violation of privacy is desirable.

**7.02 Meter Clearance Dimensions:**

The minimum unobstructed working space required in front of a single meter is 78” high, 36” wide, and 36” deep. The minimum working space required with use of current transformers is 78” high, 70” wide, and 48” deep. Meters installed in a cabinet require a minimum space of 48” deep to open the cabinet door. For further detail see NEC 110.26 A. Dimensions do not refer to meters housed in approved switchboards or enclosures. Locate all meters at least 36” horizontally from a gas meter.

The center of any meter socket shall be set no more than 6’ above the **finished** grade in front of the meter. **Finished** grade shall be established prior to setting of meter. For gang mounted meter installations see the City Engineer.

**7.03 Residential Meters:**

Install meters outdoors at a location acceptable to the City of Cody. Avoid locations behind fences or bushes. Avoid locations near gas meters, over stairwells, or over window wells. Install meter 36” from windows or doors (including egress windows).

**7.04 Non-residential Meters:**

Locate meters outdoors. Any alternative must have prior approval of the City Engineer and allow for access during working hours. Any gated or fenced area must have allowances for a City of Cody lock. Avoid any unsafe locations and a clear zone around meter is required.

**7.05 Access:**

If a Customer makes a meter inaccessible (in the opinion of the City) the Customer shall, at their expense, either modify the area to provide a safe, unobstructed access to the meter, or move the meter socket to a location acceptable to the City of Cody.

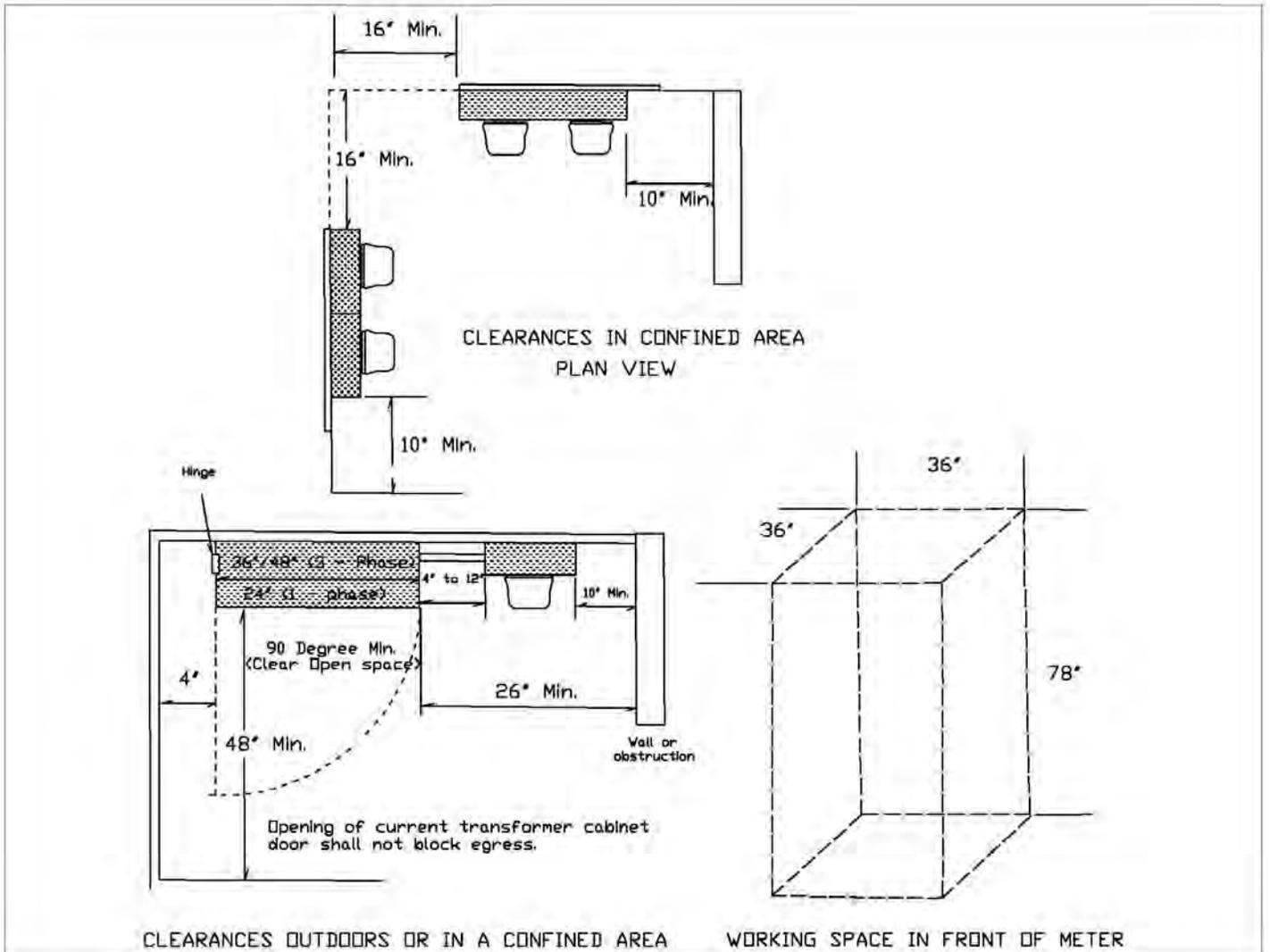
**7.06 NESC Clearances for Service Drops and Drop Loops:  
750 Volts and Below (Distances in feet)**

The Customer shall provide a point of attachment which allows NESC minimum clearances to be met in all conditions. A two foot addition to certain NESC values is required by the City to ensure minimum clearances in extreme conditions. These required heights are noted as “clearances required at time of construction” in the table below and are marked with asterisks. Extra long services or other special cases may require clearance additions greater than two feet.

<u>NESC Minimum Clearance</u>	<u>Clearance at Time of Construction</u>
<b>Service drop clearance (NESC Table 232-1)</b>	
16'	Over roads, streets, and other areas subject to truck traffic ..... 18'*
16'	Over or along alleys, parking lots and nonresidential driveways ..... 18'*
16'	Over land traveled by vehicles ..... 18'*
<b>Clearances over residential driveways (NESC Table 232-1)</b>	
16'	If height of building or installation will permit ..... 18'*
	If height of building or installation will not permit and is not subject to truck traffic
12'	- For service drops 120/240 & 208Y/120 volt ..... 14'*
10'	- For drip loops of service drops 120/240 & 208Y/120 volts ..... 12'*
<b>Clearances over spaces and ways subject to pedestrian/restricted vehicle traffic only (see note b. on page 21, NESC Table 232-1)</b>	
12'	If height of building or installation will permit ..... 14'*
	If height of building or installation will not permit, drip clearances may be reduced:
10.5'	- For 480Y/277V (see Note 8-b of NESC Table 232-1) ..... 10.5'
10'	- For 120/240 & 208Y/120 volt (see Note 8-d of NESC Table 232-1) ..... 10'
<b>Clearances from buildings for service drops not attached to the building (NESC Table 234-1)</b>	
Vertical clearances over or under balconies and roofs:	
	- Accessible to pedestrians, if cabled with
11'	a grounded bare neutral ..... 13'*
	- Accessible to pedestrians, if open wire or cabled with
11.5'	an insulated neutral ..... 13.5'*
	- Not accessible to pedestrians, if cabled with
3.5'	a grounded bare neutral ..... 5.5'*
	- Not accessible to pedestrians, if open wire or cabled with
10.5'	an insulated neutral ..... 12.5'*
Horizontal clearances to walls, projections, windows, balconies and areas accessible to pedestrians	
5'	- If cabled with grounded bare neutral ..... 5'
<b>Clearances for service drops attached to a building or other installation (over or along installation to which they are attached; service cable with an effectively grounded bare neutral, NESC 230.C)</b>	
From the highest point of roofs, decks or balconies over which they pass:	
8'	- If readily accessible (see NESC 234.C.3.d.1) ..... 10'*
3'	- If not readily accessible (see NESC 234.C.3.d.1 exception 1) ..... 5'*
	- Above a not-readily-accessible roof and terminating at a (through-the-roof) service conduit or approved support, the service and its drip loops set no less than 18 inches above the roof. No more than 6 feet of the service cable passes over the roof
1.5'	or within 4 feet if the roof edge (see NESC 234.C.3.d.2) ..... 1.5'
	- In any direction from windows designed to open (does not apply to service cable
3'	above the top level of a window, see NESC 234.C.3.d.2) ..... 3'
3'	- In any direction from doors, porches, fire escapes etc (see NESC 234.C.3.d.2) ..... 3'
* Two additional feet have been included above the NESC minimums; see the introductory paragraph above.	

### Clearances Around Meter Installations

These are minimum clearances required around meter installations for safe maintenance and access. A clear path for egress and regress is also required.



## Section VIII

### Developer Fees and Responsibilities

#### 8.01 Subdivision Development Fees and Responsibilities

The City of Cody requires all new subdivisions and/or commercial developments to be constructed utilizing underground electrical distribution systems unless reasons exist making the use of underground power lines unreasonable. If a development project requires the extension of the City's primary electrical power lines to reach the development property, the full cost of that extension shall be born by the developer requiring the extension. The electric distribution lines installed within the boundaries of the project shall be installed as follows:

- **System Design Procedures** – The City of Cody's Electrical Services Division shall be provided a copy of the preliminary plat for the subdivision or development so that the City's electrical engineer can design the distribution system needed to supply the project. The developer shall incorporate the City's electrical system design into the final plat of the development.
- **Developer Fees** – The City shall provide an estimate of the total project material cost to the developer based on the final plat. The developer shall submit **100%** of this amount to the City, prior to final approval of the project. Prices on this estimate shall reflect material and equipment costs at the time the estimate is prepared. Any subsequent material cost increases shall be reflected in the final as-built invoice.
- **Developer Responsibilities** – The developer shall provide and install all conduits (grey, electrical grade, schedule 40) for the project, including excavation, padding and backfill of utility trenches. The labor and equipment charges for this installation shall be born entirely by the developer. The developer's contractor shall (at developer's expense) install all City supplied transformer ground sleeves, vault ground sleeves, secondary pedestals, ground rods and streetlight bases during the conduit installation phase of the project. Conduit provided by the developer shall meet City specifications as to type and size. These specifications are outlined in Section 5, page 14 of this Electric Distribution Standards Policy.
- **City Responsibilities** – Without charge to the developer, the City shall install all primary and secondary power cable, all transformers, cabinets and streetlight poles and luminaires. The City will order and supply all electrical material and equipment other than conduit.
- **Project Completion** – Upon completion of the project, the City's electrical engineer shall produce an invoice using as-built figures giving the actual cost of the project. If the as-built price is higher than the original estimate, the difference shall be billed to the developer. If the as-built price is lower than the original estimate, the City shall refund the difference to the developer.

**8.02 Underground Service Connection Fees**

- **For All Service Sizes:** The Customer shall provide and install all conduit and cable from the City's transformer or service pedestal to the Customer's service equipment. This will include the cost of the service riser and weather head and in the case of large commercial services the provision and installation of a secondary connection cabinet between the City's transformer and building service equipment.
- **To re-establish a service to a lot that previously had a service:** The Customer shall be responsible for the entire cost of that service. Contact the Electrical Services Department.

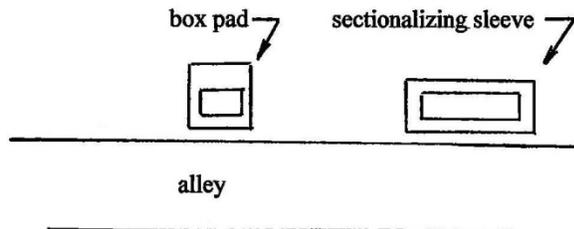
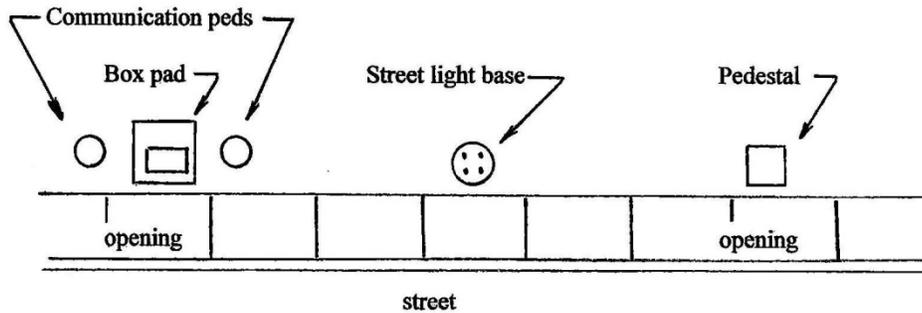
**8.03 Overhead Service Connection Fees**

- **For All Service Sizes:** For all services, the City will install the service drop cable and bill the Customer for the material and installation costs.
- **To re-establish a service to a lot that previously had a service:** The Customer shall be responsible for the entire cost of that service. Contact Electrical Services Department.

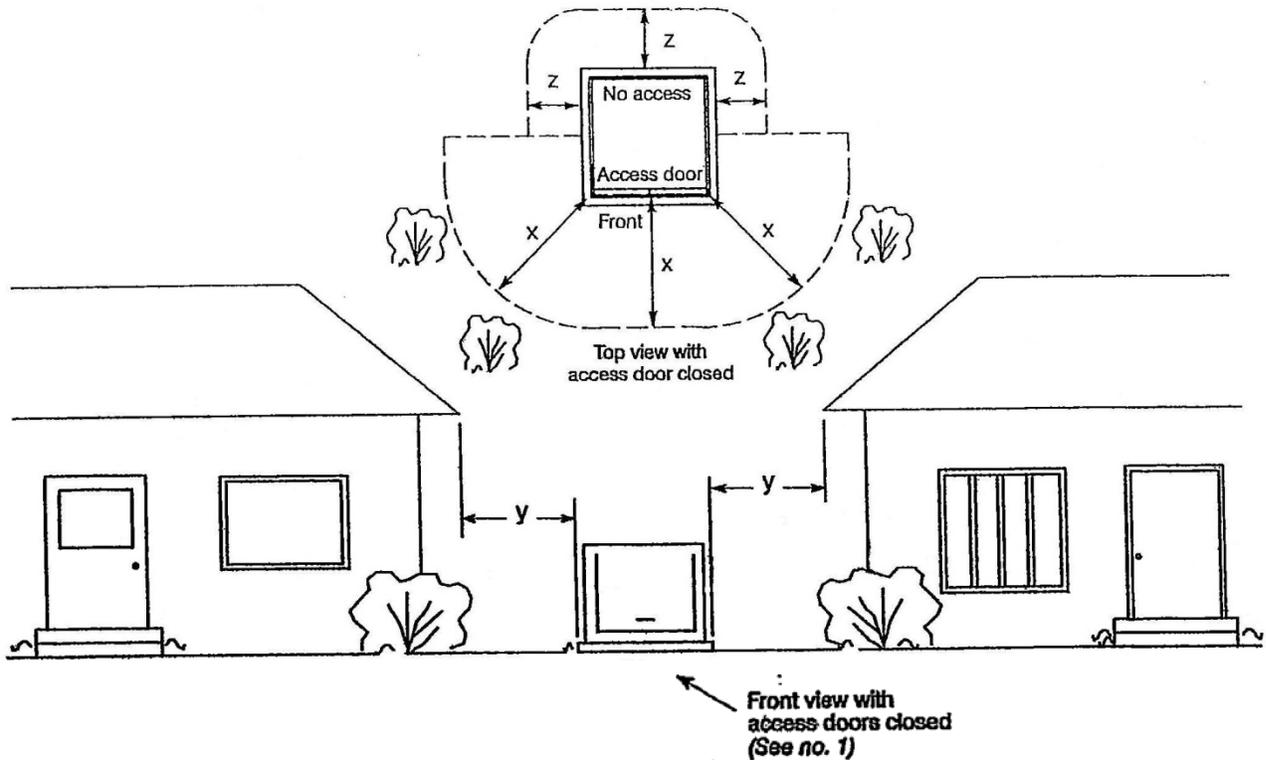
### Section IX Placement of City Facilities within a Subdivision

#### 9.01 Transformer Box Pads, Pedestals, Sectionalizing Cabinet Sleeves, Streetlight Bases

- Placement to be as specified by Engineering Drawings
- Opening of each unit to face sidewalk, roadway or alley traffic lane
- Ground rods shall be installed leaving ground wire protruding into vaults.
  - Suggestion – wrap ground wire tail around conduit sweeps
- Per International Fire Code 508.5.5, “a three foot clear space shall be maintained around the circumference of fire hydrants .....”
- Communications Pedestals are to be placed 2 feet away on either side of the City’s electrical equipment
- Streetlight bases are to be placed behind the sidewalk with the bolt pattern placed in line with the street roadway.
- Conduits shall be cut off so only 3 inches of the conduit is above the ground surface inside of a secondary pedestal. *Conduit sweeps are not to be cut off inside transformer box pads or sectionalizing cabinet ground sleeves.*



9.02 Minimum Clearances For Pad Mounted Equipment



**MINIMUM DISTANCE REQUIRED FROM PAD**

x = 10 ft. clear area in front of, any equipment access door or opening to allow the use of hot sticks (See dimensions in drawing above, and in requirement 1 below.)

y = 8 ft. from any structure or roof overhang consisting of combustible material. See dimensions in the drawing above.

Z = 3 ft. clear area on non-access sides of the equipment to allow work space. See dimensions in the drawing above.

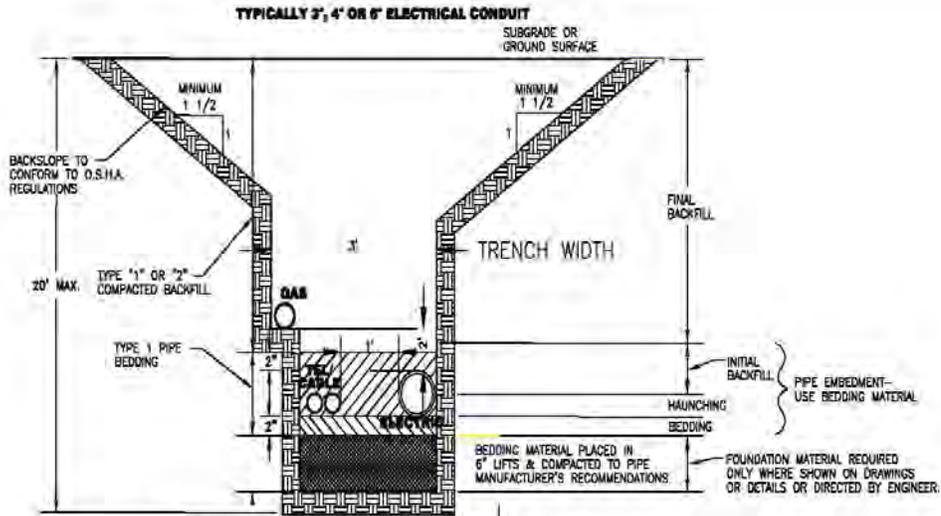
**Requirements:**

1. Locate padmounted equipment with access doors away from building walls or other barriers to allow safe working practices. If the equipment access side must face a wall, allow 10 feet for working clearance. No vegetation or trip hazards in this work space are permitted.
2. The City reserves the right to remove any vegetation that does not meet the above clearances and will not reimburse the Customer for any removed vegetation.



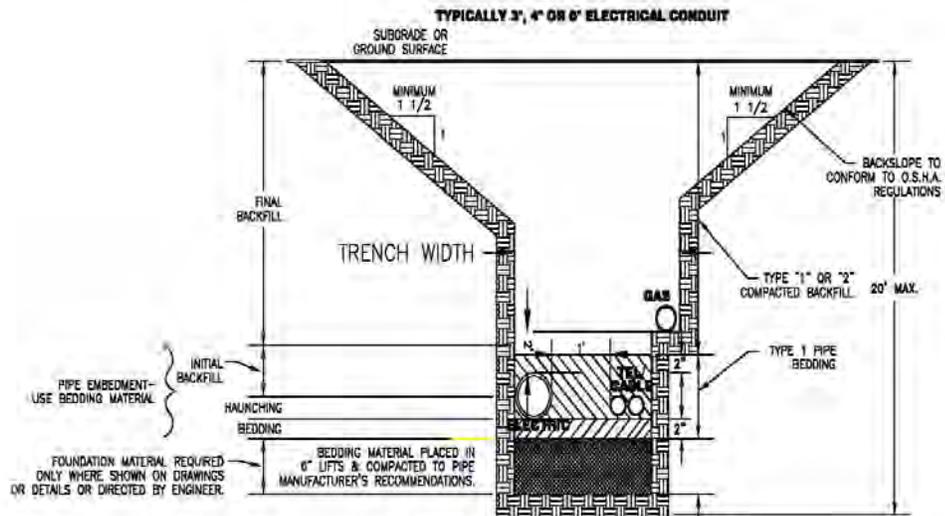
9.03 Joint Trenching Details (cont'd)

- Trench Detail C – Single electric utility conduit, single gas pipe and two communications conduits in same trench
  - Alternate trench detail



TYPICAL TRENCH DETAIL C

IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS.



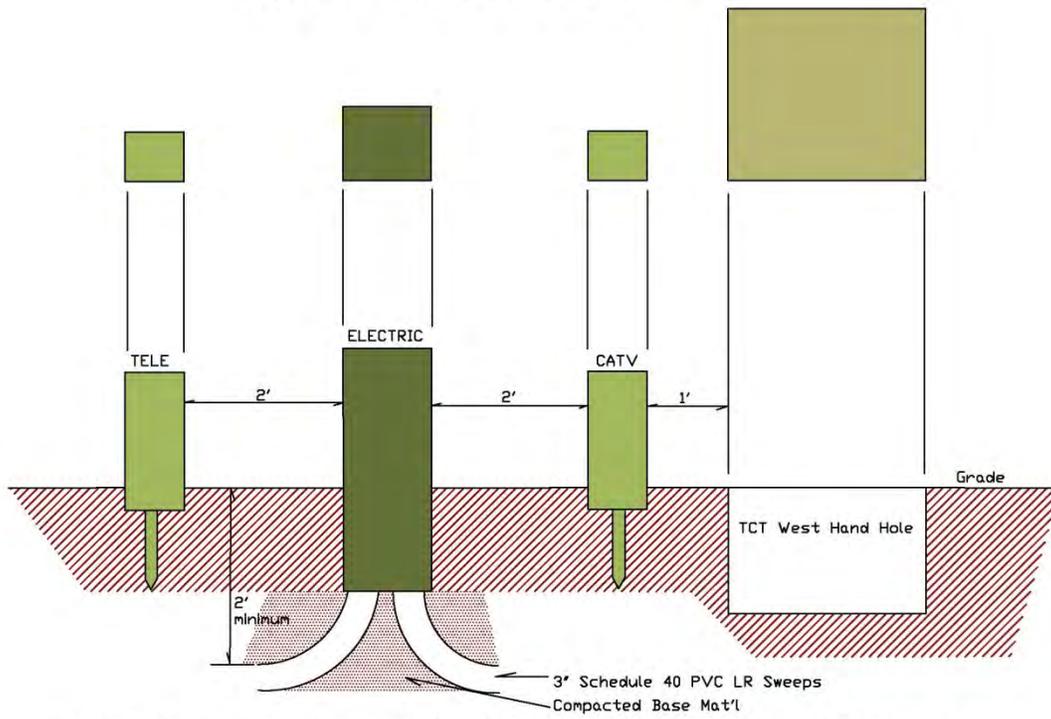
TYPICAL TRENCH DETAIL

IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS.

9.04 Secondary Pedestal Photograph (typical) and Installation Template

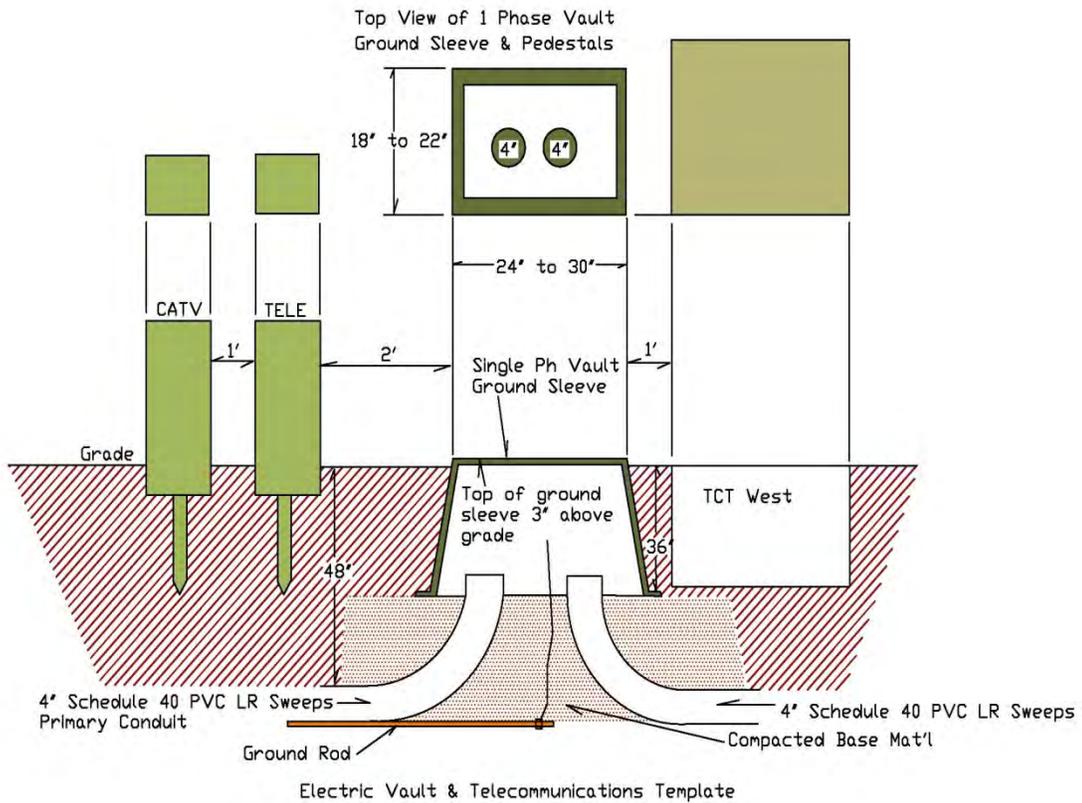


Top View of Pedestals

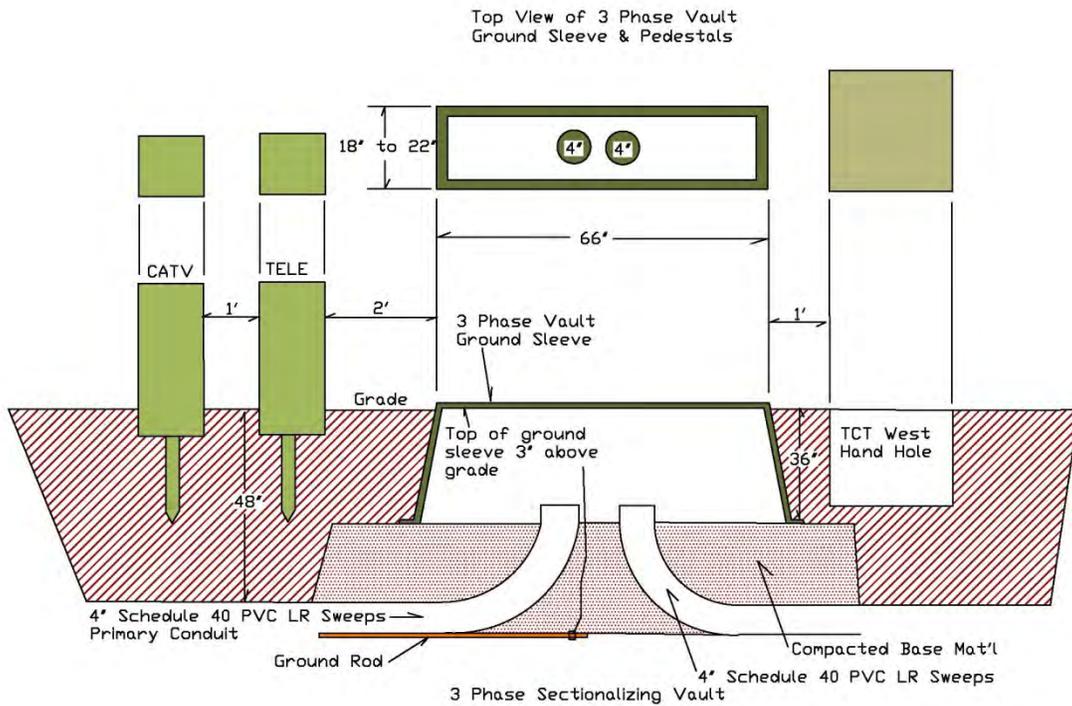


Secondary Pedestal & Telecommunications Template

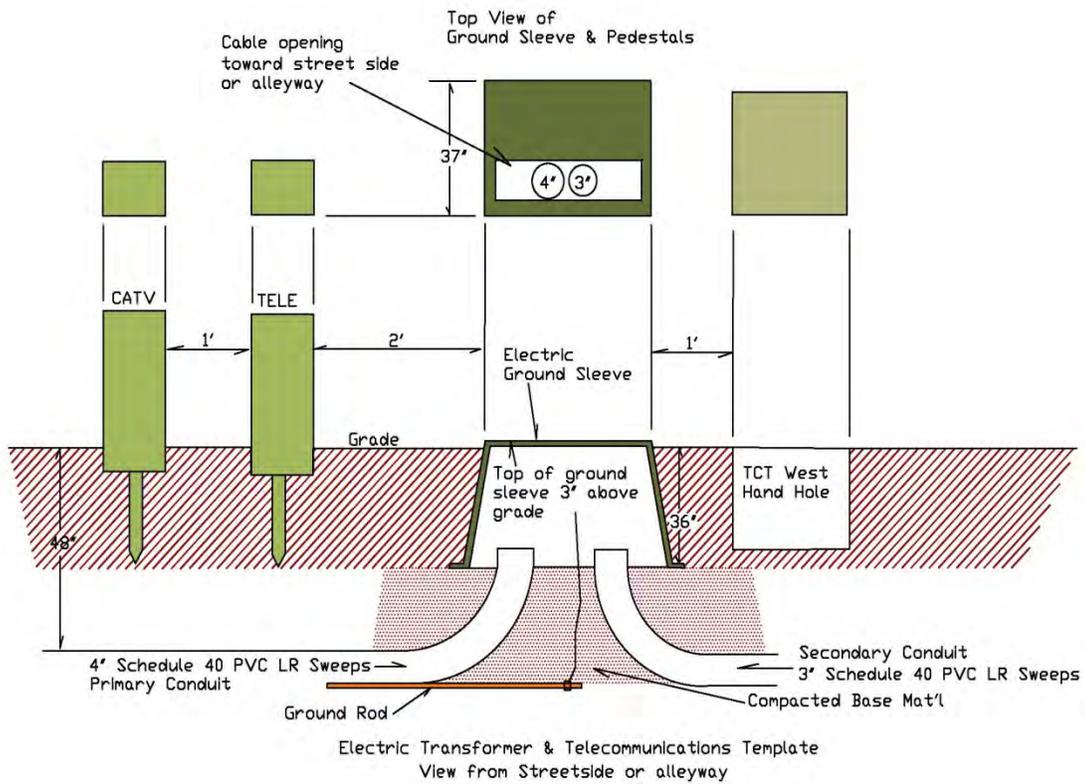
9.05 Single Phase Sectionalizing Cabinet Ground Sleeve Photo (typical) and Installation Template



9.06 Three-Phase Sectionalizing Cabinet Ground Sleeve Photograph (typical) and Installation Template



9.07 Padmount Transformer Box Pad Photograph (typical) and Installation Template



**9.08 Overhead Communications Location Assignments on Utility Poles** – Whenever possible, the attachment of overhead communications facilities on utility poles for current communications utilities operating in the City of Cody shall follow the following order:

- 1) Optimum West Communications – Attachment Point 40” below the lowest power attachment.
- 2) TCT West Communications – Attachment Point 12” to 14” below Bresnan attachment.
- 3) Qwest Communications – Attachment Point 12” to 14” below TCT West attachment.

Section X
ELECTRICAL PERMIT FEES

Electrical permits will be issued to electrical contractors holding a current City of Cody license. Owners of single family dwellings may be issued a permit. All permits require inspections based on the current edition of the National Electrical Code.

SERVICE UPGRADES

Table with 2 columns: Description and Fee. Rows: Through 200 amp (\$25.00), Over 200 amp (\$50.00)

NEW SINGLE & TWO FAMILY DWELLINGS

Table with 2 columns: Description and Fee. Row: Includes Permanent Service, Rough-in, and Final Inspections (\$50.00)

DWELLING ADDITIONS

Table with 2 columns: Description and Fee. Rows: Not requiring new service (\$25.00), With new service upgrade (\$50.00), Small Jobs (rewire, add circuits, repairs, etc) (\$25.00)

REINSPECTIONS:

Table with 2 columns: Description and Fee. Row: Requiring removal of red tags (\$25.00)

COMMERCIAL WIRING PERMITS

Includes permanent service, rough-in and final inspections.

Fees shall be computed on the dollar value of the electrical installation, including fixtures and installation costs thereof, as follows:

Table with 2 columns: Description and Fee. Rows: Minimum Permit (\$25.00), \$1,001-\$5,000 (\$50.00), \$5,001-\$25,000 (\$100.00), \$25,001-\$50,000 (\$150.00), \$50,001-\$100,000 (\$250.00), \$100,001 and Over (\$250.00 for the First \$100,000 Plus \$1.00 for Each \$1,000 Over)

REINSPECTIONS:

Table with 2 columns: Description and Fee. Row: Requiring removal of red tags (\$50.00)

Note: Contact the City of Cody Building Department to verify permit fees. This manual is updated annually and may not reflect the latest changes in permit fees.

**Section XI**

**NET METERING POLICY**

**11.01 – General Information**

The City of Cody Electric Division allows net metering installations for renewable energy sources with a maximum capacity of 25 kW. Any request for larger installations will have to be cleared through the Wyoming Municipal Power Agency as well as the City Council. Cody is a member of WMPA and as such, is bound to an all-requirements power contract with WMPA. Larger installations must negotiate an agreement with WMPA for installation on the City Electrical Distribution System. If a larger system is being contemplated by a Customer, contact information for WMPA can be obtained from the Administrative Services Department at Cody City Hall.

**11.02 – Metering Requirements**

1. The City of Cody will supply a dual reading meter to allow measurement of both City supplied electrical service and Customer supplied excess electrical energy that is fed back onto the City’s distribution system. The Customer will be billed for the cost of the meter by the City.
2. The Customer shall provide an automatic disconnect device that will prevent backflow of power onto the City’s electrical grid in the event that City service to the meter is interrupted. This device should provide a visible open point to verify that the renewable energy source or Customer generation equipment is not back-feeding power onto the City grid. If the automatic disconnect device does not provide a visible open, a manual disconnect device must be installed that will provide the visible open.

**11.03 – Net Metering Energy Reconciliation**

1. Both registers on the dual reading meter will be read each month. The energy generated by the Customer shall be deducted from the energy supplied to the Customer by the City and the Customer will be billed or credited with the difference at the retail rate.

**Section XII**

**SECURITY LIGHTING POLICY**

**12.01 – General Information**

The City of Cody will provide unmetered security lighting for Customers for residential or commercial use under the following guidelines:

**12.02 – Security Light Applications Procedures**

1. Security light installation requests must be submitted in writing to Administrative Service with the following information provided with the request:
  - a. Name and contact information for Customer requesting the light.
  - b. Site plan showing location of requested security light
  - c. Size (in watts) of requested light
  - d. Orientation of security light (direction light arm will point)
  - e. Requested date for installation of light

**12.03 Customer Responsibilities**

1. Customers requesting unmetered security lights shall be responsible for:
  - a. Full cost of material and installation of the security light, pole if required and wiring.
  - b. Monthly charge based on the wattage rating of the security light as listed in Article III Section 9-13 (f) of the City Ordinance.
  - c. Notification to the City of Cody when repairs are required for the security light. Such notification should be made to Administrative Services at the Cody City hall. Administrative Services shall then issue a service order to the Electric Division for repair of the security light.

**12.04 The City of Cody Responsibilities**

1. The City of Cody will:
  - a. Provide a written estimate of the material and installation costs associated with the security light after receiving a security light request.
  - b. Perform all necessary repairs to the security light at no cost to the Customer upon receiving a service order from City Hall for repair of the security light.
  - c. Retain ownership of the security light and any other material or equipment required for installation of the security light.

MEETING DATE: APRIL 16, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Resolution 2013-08**

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

Pass Resolution 2013-08

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

During the budget discussion at the Council retreat in March the Council approved moving forward with charging a fee to customers who use the large item pickup and the tree and brush removal services. The fees are calculated to be at 100% cost recovery based on the costs for the FY12-13 program and would be \$100 per pickup for the Large Item Service and \$118 per pickup for the tree and brush removal service. These costs are based on a rounded three year cost average for each program. The cost of service will be evaluated annually to determine if the fee structure should be revised.

#### **FISCAL IMPACT**

The proposed fees will generate an estimated \$18,800 annually in revenue to offset the cost of providing these services.

#### **ALTERNATIVES**

At its discretion the City Council may pass or not pass the Resolution

#### **ATTACHMENTS**

1. Resolution 2013-08
2. Large item pickup and tree/brush removal 3-year cost summary

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

None

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

**RESOLUTION NO. 2013-08**

**A RESOLUTION ESTABLISHING A USER FEE SCHEDULE FOR THE ANNUAL LARGE ITEM PICKUP SERVICE AND TREE AND BRUSH REMOVAL SERVICE.**

**WHEREAS**, the Governing Body of the City of Cody, Wyoming, in an effort to maintain the beauty of the City, provides an annual large item pickup service and a tree and brush removal service to residents within Cody city limits; and

**WHEREAS**, the City of Cody intends to implement a cost recovery user fee schedule for the annual large item pickup service and tree and brush removal service; and

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY** that the following user fees be established and set:

Large Item Pickup	\$100 per pickup
Tree & Brush Removal	\$118 per pickup

PASSED, APPROVED AND ADOPTED on this 16<sup>th</sup> day of April 2013.

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

ATTEST:

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

**2012/2013 Large Item Pick Up**

	Hours	Cost/Hour	Total Cost
Loader	3.25	\$72.00	\$234.00
Dump Truck	0.00	\$62.00	\$0.00
Trailer	39.58	\$110/day	\$1,980.00 (There were 18 days.)
Pickup	44.58	\$25.00	\$1,114.50
Employee	108.33	\$26.52	\$2,872.91 (Average wage with all benefits.)
Landfill Cost		\$603.00	

Approximate Total Cost **\$6,804.41**

**Approximate Number of Items Hauled**

<i>Appliances</i>	<i>Furniture</i>	<i>Bricks, Cinder Blocks, Patio Blocks</i>	<i>Garden Machinery</i>	<i>Barbeque Grills</i>	<i>Other</i>	*Fencing material was not accepted this season.
19	95	0	2	4	33	
Number of Locations			74			
Approximate Average Cost per Location			\$91.95			

There were also 18 internal requests for large items and 1 for large piles of brush.

**2011/2012 Large Item Pick Up**

	Hours	Cost/Hour	Total Cost
Loader	23.50	\$72.00	\$1,692.00
Dump Truck	40.70	\$62.00	\$2,523.40
Trailer	30.00	\$110/day	\$1,210.00 (There were 11 days.)
Pickup	40.50	\$25.00	\$1,012.50
Employee	167.50	\$27.73	\$4,644.78 (Average wage with all benefits.)
Landfill Cost		\$1,604.00	

Approximate Total Cost **\$12,686.68**

**Approximate Number of Items Hauled**

<i>Appliances</i>	<i>Furniture</i>	<i>Bricks, Cinder Blocks, Patio Blocks</i>	<i>Fencing Materials</i>	<i>Garden Machinery</i>	<i>Barbeque Grills</i>	<i>Other</i>	<i>Brush</i>
29	185	4	12	0	8	74	8
Number of Locations				108 (Of these eight were brush.)			
Approximate Average Cost per Location				\$117.47			

**2010/2011 Large Item Pick Up**

	Hours	Cost/Hour	Total Cost
Loader	6.00	\$72.00	\$432.00
Dump Truck	1.00	\$62.00	\$62.00
Trailer	34.00	\$110/day	\$1,210.00 (There were 11 pick up days.)
Pickup	44.50	\$25.00	\$1,112.50
Employee	102.00	\$26.48	\$2,700.96 (Average wage with all benefits.)
Landfill Cost		\$795.00	

Approximate Total Cost **\$6,312.46**

**Approximate Number of Items Hauled**

<i>Appliances</i>	<i>Furniture</i>	<i>Bricks, Cinder Blocks, Patio Blocks</i>	<i>Fencing Materials</i>	<i>Garden Machinery</i>	<i>Barbeque Grills</i>	<i>Other</i>
27	105	1	3	2	3	27
			Of these one was an entire pickup and trailer load.			
Number of Locations				62		
Approximate Average Cost per Location				\$101.81		

**2012/2013 Tree and Brush**

	Hours	Cost/Hour	Total Cost
<b>Dump Truck</b>	38.48	\$35.00	\$1,346.80
<b>Chipper</b>	16.60	\$225/day	\$3,375.00 (The chipper was used for 15 days.)
<b>Employee</b>	37.30	\$19.51	\$727.72 (Wage figured with all benefits.)
<b>Total Estimated Cost</b>			<b>\$5,449.52</b>

**Number of Locations** 58  
**Approximate Average Cost per Location** \$93.96

The average amount of time spent at a location was 38 minutes.  
The longest time spent at one location was 6 hours.

**2011/2012 Tree and Brush**

	Hours	Cost/Hour	Total Cost
<b>Dump Truck</b>	132.75	\$35.00	\$4,646.25
<b>Chipper</b>	43.00	\$225/day	\$5,850.00 (The chipper was used for 26 days.)
<b>Employee</b>	187.50	\$18.78	\$3,521.25 (Average Wage figured with all benefits.)
<b>Total Estimated Cost</b>			<b>\$14,017.50 (Using average wage with all benefits.)</b>

**Number of Locations** 104  
**Approximate Average Cost per Location** \$134.78

The average amount of time spent at a location was 43 minutes.  
The longest time spent at one location was five hours.  
There were eight locations picked up by Streets. This was mostly due to the size of the brush piles.  
There were a couple that were due to the amount of other material mixed in with the brush.

**2010/2011 Tree and Brush**

	Hours	Cost/Hour	Total Cost
<b>Dump Truck</b>	129.25	\$35.00	\$4,523.75
<b>Chipper</b>	59.70	\$225/day	\$5,625.00 (The chipper was used for 25 days.)
<b>Employee</b>	129.25	\$28.07	\$3,628.05 (Average Wage figured with all benefits.)
<b>Total Estimated Cost</b>			<b>\$13,776.80 (Using average wage with all benefits.)</b>

**Number of Locations** 109  
**Approximate Average Cost per Location** \$126.39

The average amount of time spent at a location was 34 minutes.  
The longest time spent at one location was 3 hours and 20 minutes.

MEETING DATE: APRIL 16, 2013  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: LESLIE BRUMAGE, FINANCE  
OFFICER  
PRESENTED BY: LESLIE BRUMAGE, FINANCE  
OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Resolution 2013-09 Budget Amendment**

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

Approve the resolution amending the FY12-13 budget.

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

The City of Cody adopted the budget for FY12-13 on June 19, 2012. Per State Statute, budgets may be amended through Resolution by the City Council.

This request includes two amendments:

(1) An amendment to purchase a park bench for placement at Beck Lake Park with funds donated by Pheasants Forever, an organization dedicated to the conservation of pheasants, quail and other wildlife through habitat improvements, public awareness, education and land management policies and programs.

(2) An amendment to account for the funds collected by the Chamber of Commerce for payment to WYDOT for plowing in Yellowstone park. This is a pass through contribution based on the agreements between the City of Cody, Chamber of Commerce and WYDOT.

#### **FISCAL IMPACT**

The cost of the bench is \$846 and would be paid using the donated funds. The plowing cost of up to \$100,000 would be paid using the contributed funds received from the Chamber of Commerce.

#### **ALTERNATIVES**

At its discretion the City Council may approve or deny the Resolution.

#### **ATTACHMENTS**

1. Resolution 2013-09

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

1. None

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

**RESOLUTION 2013-09**

**A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013**

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2012-2013 was duly adopted by the City of Cody with Ordinance No 2012-13 on June 19, 2012 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, the following action was authorized by the City of Cody Council:

**BUDGET AMENDMENTS:**

Authorized Revenue(s):

<b>Dept</b>	<b>Account</b>	<b>Purpose</b>	<b>Amount</b>
Parks	Contributions	Park bench at Beck Lake Park	\$846
Council	Contributions	Yellowstone Park Plowing	\$100,000
Total Revenue Amendments			\$100,846

Authorized Appropriation(s):

<b>Dept</b>	<b>Account</b>	<b>Purpose</b>	<b>Amount</b>
Parks	Furniture & Fixtures	Park bench at Beck Lake Park	\$846
Council	Professional Fees	Yellowstone Park Plowing	\$100,000
Total Expenditure Amendments			\$100,846

PASSED, APPROVED AND ADOPTED THE 16<sup>th</sup> day of April 2013

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

Attest:

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

**STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD  
INFRASTRUCTURE FINANCING**

**APPLICATION COVER SHEET**

**Applicant:**

City of Cody

**Address:**

PO Box 2200

**e-mail address:**

jennir@cityofcody.com

**Phone No.:**

(307) 527-3462

**Fax No.:**

(307) 527-6532

**Applicant's Tax I.D. Number:**

83-6000052

**Project Name:** Shoshone River- Belfry Bridge Road Repair Project

**Project Description:**

To repair a failing section of road located along the hillside above the Shoshone Riverway Parking Lot, Trail Access, and Fishing Access.

**Date:** 03/28/2013

**Contact Person:**

Jennifer R. Rosencranse

**e-mail address:**

jennir@cityofcody.com

**Phone No.:**

(307) 527-3462

**Population:**

9,520

**Applicant's submitting multiple applications must establish priority ranking:**

**Priority #** 1 **of** 1

**List all Funding Sources for the project:**

Funding Source (if approved, list grant or loan number)	Amount	Status		Amount Expended on Project (approved funding expended)
		Pending	Approved	
City of Cody General Fund	\$7,941.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
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		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

<b>Estimated total project cost:</b>	\$24,268.00
<b>Balance of Project incomplete:</b>	\$24,268.00
<b>Amount of grant funds requested:</b>	\$16,327.00
<b>Reimbursement Rate:</b> 67.28%	
<i>(Each invoice will be reimbursed at the rate above)</i>	

**Office of State Lands and Investments - Government Grants and Loans**

**Application Summary Form**

**Date:** 04/09/2013

**ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT**

**APPLICANT:** City of Cody

**NAME OF PROJECT:** Shoshone River Way Project

**PROJECT DESCRIPTION:**

Please see attached narrative.

The City of Cody is seeking Consensus Funds to repair several components of a highly used recreational area known as the Shoshone River Way. The repairs include a section of failing trail located north of Riverview Drive connecting Riverview Drive to the Shoshone River Pathway. A section of the road from River View Drive to the parking area is in need of repair as well as a section of the pull off area which is cracking and sloping off towards a steep hillside. In addition, the parking lot is in need of maintenance as it is beginning to crumble and show its age and wear. Lastly, due to the recent repair to a culvert, we need to do some maintenance to the swale between culverts which accepts water that flows from Highway 120 down a steep hillside and discharges to the Shoshone River

The area is a popular place for recreational activists to walk, bike, fish, kayak, raft and picnic in Cody. This is not only popular to Cody, but many other Park County residents as well as tourists use this recreational attraction throughout the entire year in Cody.

**Population Served:** The population served by this attraction is as follows:

- City of Cody - 9,520
- Park County - 28,205

**Project Description and Need:** The project is needed because the trail, on the north side of the road is cracking, uneven, and is now a safety hazard for recreational use and pedestrian travel. Ultimately, if the road, pull off and trail are not repaired, they could become completely unsafe for travel. The trail area to be repaired 7,890 square feet of trail that is adjacent to the road. The road area to be repaired includes 588 square feet of asphalt. The pull off area includes 2060 square feet of asphalt. In addition to the trail reconstruction, the parking lot needs to have "rejuvenator" applied to it. The "rejuvenator" is an additive to the recycled asphalt that will create a surface that is more hardened than what is currently in place.

**Trail Maintenance:** The trail maintenance will include rotomilling 7,890 square feet of trail (1315 linear feet x 6 feet wide) and replacing it with recycled asphalt which will be rolled, watered and rolled again in order to create a hard, long lasting surface for pedestrian travel. In addition, a topical rejuvenator will be applied to the surface which will reinforce the hardening of the trail. The project will be completed by City of Cody Public Works Department employees and is estimated to take seven days to complete. It will require the use of City owned equipment including a bobcat, water truck, and roller. The City of Cody will contribute the cost of the labor and equipment and request grant funds for the rental of a 24" asphalt milling head in order to rotomill the existing asphalt off the trail. Special equipment is needed due to the narrowness of the trail and the log barriers separating the trail and the road. In addition, the grant funds would help pay for the cost of the rejuvenator.

**Road Maintenance:** The road maintenance will include taking out approximately 588 square feet of asphalt and replacing it with 12 tons of new asphalt. The City of Cody will do the work and contribute the labor and we are requesting the grant pay for the materials necessary to do the repairs to the road. The materials needed include 12 tons of asphalt and grading H materials.

**Pull off Maintenance:** The pull off maintenance will include taking out approximately 2060 square feet of asphalt and replacing it with 40 tons of new asphalt. Once again the City of Cody will do the work and contribute the labor and equipment. We are requesting the grant pay for the materials necessary to do the repairs to the road. The materials needed include 40 tons of asphalt and grading H materials.

**Culvert Work:** Recently, the City of Cody repaired a culvert in the area that receives water from the top of Highway 120 and flows down to the river. Due to erosion, we had to dig up an area and replace a section of the culvert as well as do repair and maintenance work to the swale between the culvert in the hillside and the culvert that leads to the river. We need to put down fabric material in the swale to sustain the flow of water from culvert to culvert for ultimate discharge into the river. After the fabric is laid, we will place rock in the swale to complete the project. Presently, we have the area roped off, and we are planning to put big boulders around the area to provide as a safety measure to users of the area.

**Parking Lot Maintenance:** For the Shoshone River Trail Access area parking lot, the plans are to blade the existing recycled asphalt into windrows and then mix the rejuvenator product with the existing recycled asphalt. Once mixed, we will relay the recycled asphalt and roll it several times in order for the oil to bond with the millings to create a hardened surface. Once again the City of Cody will contribute all of the labor and equipment for the project and request grant funds to purchase the rejuvenator product.

**Total Costs and Sources of Revenue:**

<b><u>Description of Cost</u></b>	<b><u>City Contribution</u></b>	<b><u>Grant Funds Requested</u></b>
Project Labor Costs	\$3,536	
Equipment Costs (City owned)	\$4405	
Equipment Costs (Rental)		\$600
Materials (Rejuventor, asphalt, grading H, fabric)		\$15,727
Total	\$7,941	\$16,327
<b>Project total</b>	<b>\$24,268</b>	
<b>% City Funded</b>	<b>33%</b>	
<b>% Grant Request</b>	<b>67%</b>	

**STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD  
INFRASTRUCTURE FINANCING**

**APPLICATION COVER SHEET**

**Applicant:**

City of Cody

**Address:**

PO Box 2200

**e-mail address:**

jennir@cityofcody.com

**Phone No.:**

(307) 527-3462

**Fax No.:**

(307) 527-6532

**Applicant's Tax I.D. Number:**

83-600052

**Date:** 04/09/2013

**Contact Person:**

Jennifer R. Rosencranse

**e-mail address:**

jennir@cityofcody.com

**Phone No.:**

(307) 527-3462

**Population:**

9520

**Project Name:** 16th Street Storm Sewer - Additional Funds Request FY 2011-2012 Funds

**Project Description:**

To construct and install storm sewer system on 16th Street from Alger Avenue to the alley north of Sheridan Avenue.

**Applicant's submitting multiple applications must establish priority ranking:**

**Priority #** 1 **of** 1

**List all Funding Sources for the project:**

Funding Source (if approved, list grant or loan number)	Amount	Status		Amount Expended on Project (approved funding expended)
		Pending	Approved	
CWC-13075	\$445,944.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$7,099.40
City of Cody General Fund	\$194,283.01	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$0.00
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
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		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

**Estimated total project cost:** \$642,126.00  
**Balance of Project incomplete:** \$635,026.60  
**Amount of grant funds requested:** \$1,898.99  
**Reimbursement Rate:** 0.30%  
 (Each invoice will be reimbursed at the rate above)

Office of State Lands and Investments - Government Grants and Loans

Application Summary Form

Date: 04/09/2013

ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT

APPLICANT: City of Cody

NAME OF PROJECT: 16th Street Storm Sewer Project

PROJECT DESCRIPTION:

On May 9, 2012 the City of Cody submitted an application to the SLIB Board to use County Wide Consensus money to construct and install a storm sewer system on 16th Street from Alger Avenue to the alley north of Sheridan Avenue. At that time, the engineer's estimate for completion was \$445,944. The SLIB Board approved our application request at their August 9, 2012 meeting.

Immediately thereafter, the City of Cody began work on the design phase of this project. During the design phase, the engineer determined the following:

1. There are cover issues associated with the location of this project and therefore the project required two paralleled pipes to meet the volume requirements. In addition, special cement treated backfill would be required to be placed between the pipes to hold them in place.
2. The paralleled pipes also require special vault boxes to be manufactured. This added approximately \$40,000 more to the total project cost.
3. The highway crossing at Sheridan Avenue is proving to be more difficult than originally anticipated.
4. The pavement on 16th Street from Sheridan Avenue to Alger Avenue is fully deteriorated and needs replaced as does a significant amount of curb, gutter and sidewalk. This work added approximately \$82,000 to the project.
5. In order to do this project correctly, we will also need to move and lower several existing underground utilities and it is anticipated to cost approximately \$6,500.

The new total project cost is estimated to be \$642,126. This project has been delayed slightly for a variety of reasons, including WYDOT's request to delay permitting until after Labor Day due to the tourist season in Cody and because this work will interfere with the busiest intersection in town. The project will be bid soon, and the work is expected to begin in late August and should be complete by end of October.

The population served by this project is directly 9,520 but indirectly serves over 27,000 residents of Park County and more when you consider Cody as the regional shopping and medical destination for Park County, Big Horn County, and even Washakie and Hot Springs Counties.

We are requesting the remaining \$1,898.99 of the FY 2011-2012 County Wide Consensus funds be allocated to this project to help offset the additional costs of this project. If approved, the project will be funded as follows:

1. \$445,944.00 original grant award from SLIB at the August 9, 2012 meeting (CWC-13075)
2. \$1,898.99 remainder of funds in FY 2011-2012 County Wide Consensus Funds
3. \$194,283.01 City of Cody General Fund

Total Project Cost: \$642,126

**STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD  
INFRASTRUCTURE FINANCING**

**APPLICATION COVER SHEET**

**Applicant:**

City of Cody

**Address:**

PO Box 2200

**e-mail address:**

jennir@cityofcody.com

**Phone No.:**

(307) 527-3462

**Fax No.:**

(307) 527-6532

**Applicant's Tax I.D. Number:**

83-6000052

**Project Name:** 16th Street Storm Sewer - Additional Funds Request FY 2013-2014 Funds

**Project Description:**

To construct and install storm sewer system on 16th Street from Alger Avenue to the alley north of Sheridan Avenue.

**Date:** 04/09/2013

**Contact Person:**

Jennifer R. Rosencranse

**e-mail address:**

jennir@cityofcody.com

**Phone No.:**

(307) 527-3462

**Population:**

9520

**Applicant's submitting multiple applications must establish priority ranking:**

**Priority #** 1 **of** 1

**List all Funding Sources for the project:**

Funding Source (if approved, list grant or loan number)	Amount	Status		Amount Expended on Project (approved funding expended)
		Pending	Approved	
CWC-13075	\$445,944.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$7,099.40
CWC-13075 FY11-12 Funds	\$1,898.99	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00
City of Cody General Fund	\$159,753.01	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$0.00
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
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		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

**Estimated total project cost:** \$642,126.00  
**Balance of Project incomplete:** \$635,026.60  
**Amount of grant funds requested:** \$34,530.00  
**Reimbursement Rate:** 5.44%  
*(Each invoice will be reimbursed at the rate above)*

Office of State Lands and Investments - Government Grants and Loans

Application Summary Form

Date: 04/09/2013

**ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT**

APPLICANT: City of Cody

NAME OF PROJECT: 16th Street Storm Sewer Project

**PROJECT DESCRIPTION:**

On May 9, 2012 the City of Cody submitted an application to the SLIB Board to use County Wide Consensus money to construct and install a storm sewer system on 16th Street from Alger Avenue to the alley north of Sheridan Avenue. At that time, the engineer's estimate for completion was \$445,944. The SLIB Board approved our application request at their August 9, 2012 meeting.

Immediately thereafter, the City of Cody began work on the design phase of this project. During the design phase, the engineer determined the following:

1. There are cover issues associated with the location of this project and therefore the project required two paralleled pipes to meet the volume requirements. In addition, special cement treated backfill would be required to be placed between the pipes to hold them in place.
2. The paralleled pipes also require special vault boxes to be manufactured. This added approximately \$40,000 more to the total project cost.
3. The highway crossing at Sheridan Avenue is proving to be more difficult than originally anticipated.
4. The pavement on 16th Street from Sheridan Avenue to Alger Avenue is fully deteriorated and needs replaced as does a significant amount of curb, gutter and sidewalk. This work added approximately \$82,000 to the project.
5. In order to do this project correctly, we will also need to move and lower several existing underground utilities and it is anticipated to cost approximately \$6,500.

The new total project cost is estimated to be \$642,126. This project has been delayed slightly for a variety of reasons, including WYDOT's request to delay permitting until after Labor Day due to the tourist season in Cody and because this work will interfere with the busiest intersection in town. The project will be bid soon, and the work is expected to begin in late August and should be complete by end of October.

The population served by this project is directly 9,520 but indirectly serves over 27,000 residents of Park County and more when you consider Cody as the regional shopping and medical destination for Park County, Big Horn County, and even Washakie and Hot Springs Counties.

We have two applications for your consideration during this board meeting. One is to allocate the remaining \$1,898.99 of the FY 2011-2012 County Wide Consensus funds to this project and the other is to reallocate a portion of funds (\$34,530) from grant MRG-13208 to MRG-13075 (this project) to help offset the additional costs of this project. If approved, the project will be funded as follows:

1. \$445,944.00 original grant award from SLIB at the August 9, 2012 meeting (CWC-13075)
2. \$1,898.99 remainder of funds in FY 2011-2012 County Wide Consensus Funds
3. \$34,530 reallocated from MRG-13208
4. \$159,753.01 City of Cody General Fund

Total Project Cost: \$642,126

County Wide Consensus Block Grant Application Form

**BFY11/12 Funding**

Updated 02/15/13 DP

**JOINT RESOLUTION**

We, the undersigned \_\_\_\_\_ Park \_\_\_\_\_ County Board of Commissioners, hereby certify that the Board and at least seventy percent (70%) of the incorporated population within \_\_\_\_\_ Park \_\_\_\_\_ County have reached agreement on the following project(s) to be funded under Chapter 88, Sections 342 and in compliance with rules promulgated by the State Loan and Investment Board, Chapter 32.

**County Consensus List**

Priority Listing:												Available		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Project Owner	Project Name	Total Estimated Project Cost	Total Funding Secured & in place	E + G + I Amount of Grants, Loans, and Other types of previously secured funding	Grant #, Loan #, Other Information for Previously secured funding	Local Match If any	Local Match If any (Please provide detail)	Other Match	Other Match If any (Please provide detail)	Percentage of Total Project Already Funded	Balance of Project needing funding	Project Share requested from this consensus list	L - M Amount of Project not funded after consensus list funding request	N / C Percentage of project not yet funded
City of Cody	Roberts Street Reconstruction Project	-	-	-	MRG-11302 came in below budget. Request to transfer remaining \$10,871.99 to new project.	-	-	-	-	-	-	(10,871.99)	10,871.99	#DIV/0!
City of Cody	Shoshone River Way Project	24,268.00	7,941.00	-	-	7,941.00	City of Cody General Fund Contribution	-	-	32.72%	16,327.00	10,871.99	5,455.01	22%
City of Cody	Shoshone River Way Project	24,268.00	18,812.99	10,871.99	-	7,941.00	City of Cody General Fund Contribution	-	-	77.52%	5,455.01	5,455.01	0.00	0%
City of Cody	16th Street Storm Sewer Project	642,126.00	640,227.01	445,944.00	CWC-13075	194,283.01	City of Cody General Fund Contribution	-	-	99.70%	1,898.99	1,898.99	(0.00)	0%
Totals:		\$ 690,662.00	\$ 666,981.00	\$ 456,815.99		\$ 210,165.01		\$ -				\$ 7,354.00		

Page 1 Consensus Total:	\$ 7,354.00	\$ 7,354.00
Page 2 Consensus Total:	\$ -	
Balance after Priority Listing:	\$ -	

Fully Obligated Available Funds

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Signature

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD  
INFRASTRUCTURE FINANCING**

**APPLICATION COVER SHEET**

**Applicant:**

City of Cody

**Address:**

PO Box 2200 Cody, WY 82414

**e-mail address:**

saraw@cityofcody.com

**Phone No.:**

(307) 527-7511

**Fax No.:**

(307) 527-6532

**Applicant's Tax I.D. Number:**

83-6000052

**Project Name:** Cable Replacement Project Phase II

**Project Description:**

Replace aging underground cable and obsolete transformers in the subdivisions in and around Livingston School. This is a two phase project. The first phase of replacing cable in the Cedar Ridge Subdivision and the East half of the Olive Glenn Subdivision is in progress. This proposal covers the second phase of the project which would replace cable and transformers in the west half of the Olive Glenn Subdivision.

**Applicant's submitting multiple applications must establish priority ranking:**

**Priority #** 1 **of** 1

**Date:** 04/09/2013

**Contact Person:**

Sara Wead

**e-mail address:**

saraw@cityofcody.com

**Phone No.:**

(307) 527-3468

**Population:**

9520

**List all Funding Sources for the project:**

Funding Source (if approved, list grant or loan number)	Amount	Status		Amount Expended on Project (approved funding expended)
		Pending	Approved	
City of Cody Electrical Fund	\$625.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00
		<input type="checkbox"/>	<input type="checkbox"/>	
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		<input type="checkbox"/>	<input type="checkbox"/>	

<b>Estimated total project cost:</b>	\$206,437.00
<b>Balance of Project incomplete:</b>	\$206,437.00
<b>Amount of grant funds requested:</b>	\$205,812.00
<b>Reimbursement Rate:</b> 99.70%	
<i>(Each invoice will be reimbursed at the rate above)</i>	

Office of State Lands and Investments - Government Grants and Loans

Application Summary Form

Date: 03/29/2013

ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT

APPLICANT: City of Cody

NAME OF PROJECT: Cable Replacement Project-Phase II

PROJECT DESCRIPTION:

The City of Cody is requesting \$205,812 from the Park County Consensus Funding to replace and install new electric cable and transformers in the west half of the Olive Glenn Subdivision in Cody, Wyoming. Cody's total population according to the 2010 census is 9520. In this particular project, the population served is approximately 420 people and 168 residences and/or businesses. Work is in progress on phase one of this project which serves the Cedar Ridge Subdivision and the east half of the Olive Glenn Subdivision and work on phase two which serves the west half of the Olive Glenn Subdivision is anticipated to begin in July, 2013.

The current cable that serves these areas consists of direct buried, underground unjacketed cable which has a normal life span of approximately 30 years under dry conditions. The cable in the Olive Glenn Subdivision is 40 years old. Since the cable is installed around the golf course, it is subjected to wet conditions during the spring and summer due to irrigation of the golf course. The distribution transformers are pole mount type transformers installed on concrete pads on the ground and covered by fiberglass huts for safety purposes. Pole mount transformers are designed for installation on power poles where the live primary connections are removed from access by the height of the pole. The installation of pole mount units on the ground exposes personnel to live front (unprotected) high voltage connections whenever it is necessary to open the huts and access the equipment. Standard pad mounted transformers are designed to be ground mounted and have dead front connections which means personnel accessing the interior of the transformer are not exposed to live high voltage connections. In both types of installation, rubber gloves must be worn by personnel accessing the equipment, but the dead front design of pad mounted transformers adds another level of protection for personnel. Numerous failures of the existing cable have occurred and the cables are past their designed life at this point. The Golf Course Cable Replacement Project will replace the old cable with jacketed EPR insulated cable installed in conduit for additional safety, less failures of the system in the area and increased life expectancy. This project will also replace the transformers with new pad mounted transformers with dead front primary voltage connections. These will be far safer for City electrical personnel accessing the equipment for service or repair purposes.

The total project cost is \$206,437. We will allocate \$625 out of the electric fund budget and request \$205,812 from consensus funds for the second phase of this project. With these funds, the City of Cody will be able install approximately 2100 feet of 3" Schedule 40 PVC conduit, 7845 feet of 4" Schedule 40 PVC conduit and 1700 feet of 6" Schedule 40 PVC conduit, as well as install 10,980 feet of 260 mil 25 kV 1/0 stranded aluminum cable and 6,290 feet of 500 MCM 25 kV stranded aluminum cable. In addition, the City of Cody will replace 12 single phase transformers and three three phase transformers. The City of Cody Electrical Department will provide all of the labor to install and construct this project. The funding requested for this project will be allocated towards materials only, the City of Cody Electrical crew will do the labor.

The following statistical information may be helpful for the staff and the Board in reviewing this project:

	Cedar Ridge Subdivision	Olive Glenn Subdivision
Final Plat Approval	1968	1972
Subdivision Constructed	1968-1970	1972-1974
Current Cable Type	XLPE Insulated Concentric Neutral (unjacketed) direct buried	
Current Transformer Type	Overhead (pole mount) type transformers installed in fiberglass huts with live front primary (high voltage) connections.	

Engineer's Statement Of Feasibility:

I, Stephen W. Payne, have personally prepared and/or reviewed the information included in this application and have concluded that this project is the most technologically feasible option based on the data in the application.

Stephen W. Payne, PE 6987





