

City of Cody City Council REVISED

AGENDA

Tuesday, October 15, 2013 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

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

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. Approve Minutes of the Special Meeting Minutes from 9/26/13 and Regular Meeting Minutes 10/1/13.
 - b. Approve Vouchers and Payroll in the amount of \$1,631,609.22.
 - c. Consider authorizing the Mayor to sign the SSBCI quarterly Certification on Use-of-Allocated Funds.
 - d. Approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract term July 1, 2013 and May 28, 2014.
 - e. Approve and authorize the Mayor to sign the Tobacco Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract term July 1, 2013 and June 10, 2014.
 - f. Approve the 2013 Homeland Security Grant award in the amount of \$9,424.58 and authorize the Mayor to sign the agreement.
 - g. Award Quote 2013-15, Grading "H", to Harris Trucking Construction Company in the amount of \$46,500.00.
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 amend City of Cody Code 10-15-3(B)(10), pertaining to electronic message boards and animated signs.
 - b. A public hearing regarding the Notice of Finding of No Significant Impact in the Environmental Review for the Mountain Spirit Habitat for Humanity Infrastructure Project.
4. Conduct of Business

- a. Consider a request from Trent Cole for exclusive use of Canal Park on July 5, 2014 for the Yellowstone Beer Fest and authorize an open container permit for the event.

Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson: Trent Cole, Yellowstone Beer Fest

- b. Consider authorizing the Mayor to sign the HUD form 7015 Requesting the Release of Funds and Certification for the Mountain Spirit Habitat for Humanity Infrastructure Project.

Staff Reference: Jenni Rosencranse, City Administrator

- c. Consider approving the request and direct staff to modify the on-street parking signs in the downtown area to reflect 2 hour parking all year long.

Staff Reference: Steve Payne, Public Works Director

- d. **ORDINANCE 2013-17 – 3rd and FINAL READING
AN ORDINANCE AMENDING TITLE 10, CHAPTER 15, SECTION 3,
SUBSECTION (B)(1) OF THE CITY OF CODY CODE: ELECTRONIC
MESSAGE BOARDS AND ANIMATED SIGNS.**

Staff Reference: Todd Stowell, City Planner

- e. **RESOLUTION 2013-16
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 PARK COUNTY, WYOMING FOR THE PARK COUNTY
FAIRGROUNDS ELECTRICAL & INFRASTRUCTURE UPGRADES
AND THE PARK COUNTY FAIRGROUNDS MULTI-PURPOSE
BUILDING.**

Staff Reference: Jenni Rosencranse, City Administrator

5. Tabled Items

6. Matters from Staff Members or Council Members

City of Cody
Council Proceedings
Thursday, September 26, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, September 26, 2013 at 4:15 p.m.

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

Absent: None

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

April Holman representing the Buffalo Bill's Derby Darlings (Roller Derby) requested the council consider rental of City property for practice time and "bouts" for a reduced or no cost. She provided an overview of their mission, what they want to accomplish and what they have done to date to get their organization up and running. Council asked them to come back at a later time to discuss facilities and rental of the facilities once they have a secure location for their bouts. In addition, they asked them to research some other options in the case that the City facilities were not available for their use.

Jenni Rosencranse, City Administrator provided information regarding the repayment of the \$894 not expensed in the Yellowstone Regional Airport Budget and also asked for direction on how the airport could proceed in the future if they go over their projected deficit. The Council provided direction that Jenni should communicate to the YRA Board that should that happen, they should discuss it with the Council.

Steve Payne, Public Works Director provided an update to the Governing Body regarding the Olive Glenn Subdivision Electrical projects for both Phase I and II. The project is over budget and Steve provided information to the Governing Body on how the situation would be dealt with over the upcoming months.

Steve Payne, Public Works Director discussed downtown parking restrictions that are currently in place seasonally. Council directed Steve to prepare a cost estimation for changing the signs to reflect restricted parking in the downtown area year round and to put the matter on a future agenda.

Jenni Rosencranse, City Administrator discussed the business hours of City Hall and asked for direction to change business hours from 7:30 a.m. to 5:00 p.m. to 8 a.m. to 5:00 p.m. due to the lack of citizens utilizing the services of City Hall between 7:30 a.m. and 8:00 a.m. and due to the reduction of four full time employees to cover the hours over the past four years. Council directed Jenni to implement the changed business hours.

The Council reviewed the Council Agenda for October 1, 2013.

There being no further business to come before the Council, the Mayor adjourned the meeting at 6:15 p.m.

Jennifer Rosencranse
City Administrator

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, October 1, 2013**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, October 1, 2013 at 7:00 p.m.

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

Absent: None

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

Council Member Miller made a motion seconded by Council Member Fritz to accept the agenda as amended, removing item "a" from the conduct of business and adding item "e" in the conduct of business presented. Vote was unanimous.

Stan Edwards, Solid Waste Coordinator, summarized the public service that David Dixon and Boy Scout Troop #3508 performed for the City of Cody. Mayor Brown and Council recognized and thanked this group for their community work.

Beth Pernitz, with Hope House, provided background information on the Hope House, the recent accreditation that was awarded and welcomed the community to attend the open house.

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent calendar as presented, including approving the Special Meeting Minutes from 9/12/13 and Regular Meeting Minutes 9/17/13; approve vouchers and payroll in the amount of \$953,966.62. Vote was unanimous.

Council Member Greer recused himself from voting on approving the Final Plat for the Willow Creek Minor Subdivision due to a potential conflict of interest and excused himself from the Council Chambers. Council Member Fritz made a motion seconded by Council Member Anderson to approve the Willow Creek Minor Subdivision Final Plat, a 3.15 acre two-lot subdivision located on the south side of Cougar Avenue, subject to the conditions of approval recommended by the Planning and Zoning Board. Vote was unanimous. Council Member Greer returned to the meeting.

Council Member Greer made a motion seconded by Council Member Wolz to approve the Kamm Simple Subdivision Final Plat, a two-lot subdivision located within the 1-mile area of the City. Vote was unanimous.

ORDINANCE 2013-17 – SECOND READING

AN ORDINANCE AMENDING TITLE 10, CHAPTER 15, SECTION 3, SUBSECTION (B)(1) OF THE CITY OF CODY CODE: ELECTRONIC MESSAGE BOARDS AND ANIMATED SIGNS. Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2013-17 on Second Reading. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Miller to approve Change Order No.1 for the 16th Street Storm Drainage Project for improvements to the base and sub-base materials on 16th Street from Alger to Sheridan not to exceed \$20,000. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:39 pm

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	100213	PREMIUM	10/02/2013	432.00	432.00	10/03/2013	
Total 125412:				432.00	432.00		
A-1 ELECTRIC							
200							
	03700	WEST LIFT BY-PASS VALVE	09/29/2013	182.00	182.00	10/16/2013	
	03701	KOA LIFT STATION PUMP	09/29/2013	64.00	64.00	10/16/2013	
	03702	REPAIR CITY PARK TENNIS LIG	09/29/2013	64.00	64.00	10/16/2013	
Total 200:				310.00	310.00		
ACE HARDWARE							
2390							
	265394	PAINTING SUPPLIES	09/06/2013	124.67	124.67	10/16/2013	
	265745	SPRINKLER REPAIR 10TH & RU	09/12/2013	6.98	6.98	10/16/2013	
	265970	MATERIAL & SUPPLIES	09/16/2013	13.47	13.47	10/16/2013	
	266198	LADDER / FLY PAPER	09/19/2013	104.48	104.48	10/16/2013	
	266215	SIGNAGE LIGHT BRACKETS	09/19/2013	23.95	23.95	10/16/2013	
	266216	SIGNAGE LIGHT BRACKETS	09/19/2013	3.64	3.64	10/16/2013	
	266384	CONDUIT - BECK LAKE GATE	09/23/2013	1.29	1.29	10/16/2013	
	266391	SUPPLIES	09/23/2013	22.48	22.48	10/16/2013	
	266423	WINTERIZE RESTROOMS - PAR	09/23/2013	57.48	57.48	10/16/2013	
	266426	SHOP SUPPLIES	09/23/2013	2.99	2.99	10/16/2013	
	266483	IRRIGATION REPAIRS	09/24/2013	9.99	9.99	10/16/2013	
	266496	GLOVES / KNEE PADS	09/24/2013	21.97	21.97	10/16/2013	
	266496	GLOVES / KNEE PADS	09/24/2013	14.99	14.99	10/16/2013	
	266511	RESTROOM SUPPLIES	09/24/2013	33.99	33.99	10/16/2013	
	266534	SHOP SUPPLIES	09/25/2013	23.99	23.99	10/16/2013	
	266578	SPRAYER ADAPTORS	09/25/2013	13.98	13.98	10/16/2013	
	266652	MATERIAL & SUPPLIES	09/26/2013	9.99	9.99	10/16/2013	
	266682	MATERIAL & SUPPLIES	09/26/2013	3.99	3.99	10/16/2013	
	266706	SIGN COVERS	09/27/2013	8.48	8.48	10/16/2013	
	266727	SHOP TOOLS	09/27/2013	219.99	219.99	10/16/2013	
	266738	MATERIAL & SUPPLIES	09/27/2013	8.49	8.49	10/16/2013	
	266755	SHOP / TRUCK TOOLS	09/27/2013	258.11	258.11	10/16/2013	
	266888	BELFRY FISHING ACCESS DRA	09/30/2013	33.98	33.98	10/16/2013	
	266945	IRRIGATION SUPPLIES	10/01/2013	22.14	22.14	10/16/2013	
	266969	SHOP SUPPLIES	10/01/2013	7.49	7.49	10/16/2013	
	267022	SAFETY GLOVES	10/02/2013	23.99	23.99	10/16/2013	
	267069	MATERIAL & SUPPLIES	10/02/2013	58.38	58.38	10/16/2013	
	267078	MATERIAL & SUPPLIES	10/02/2013	5.97	5.97	10/16/2013	
	267107	SUPPLIES	10/03/2013	18.32	18.32	10/16/2013	
	267114	MATERIAL & SUPPLIES	10/03/2013	18.98	18.98	10/16/2013	
	267126	LADDER TREAD - BOMB TEAM	10/03/2013	29.85	29.85	10/16/2013	
Total 2390:				1,208.49	1,208.49		
ADVANCED INFO SYSTEMS							
129162							
	10862	CYCLE 2 OUTSOURCE BILLS	09/25/2013	179.11	179.11	10/16/2013	
	10879	CYCLE 3 OUTSOURCE BILLS	09/27/2013	1,047.08	1,047.08	10/16/2013	
Total 129162:				1,226.19	1,226.19		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
AIR FILTER SOLUTIONS INC							
126967							
	69487	AIR FILTERS (ALL FACILITIES)	09/17/2013	1,415.65	1,415.65	10/16/2013	
Total 126967:				1,415.65	1,415.65		
ALBERTSONS							
430							
	030279	ASAP	09/30/2013	21.79	21.79	10/16/2013	
Total 430:				21.79	21.79		
ALSCO							
126551							
	961767	TOWELS	09/23/2013	50.42	50.42	10/16/2013	
	961786	MATS - CITY HALL	09/23/2013	52.69	52.69	10/16/2013	
	961787	RUGS - AUDITORIUM	09/23/2013	176.23	176.23	10/16/2013	
	963588	TOWELS	09/30/2013	50.03	50.03	10/16/2013	
Total 126551:				329.37	329.37		
AMERICAN FAMILY LIFE ASSUR							
550							
	428134	PREMIUM	10/02/2013	2,569.85	2,569.85	10/03/2013	
Total 550:				2,569.85	2,569.85		
AMERICAN LEAK DETECTION							
125329							
	6119	LEAK SURVEY	09/20/2013	4,665.00	4,665.00	10/16/2013	
Total 125329:				4,665.00	4,665.00		
AMERICAN WELDING & GAS, INC.							
128592							
	0215679	WELDING SUPPLIES	09/20/2013	43.06	43.06	10/16/2013	
	02335696	GRINDING WHEELS	07/25/2013	6.76	6.76	10/16/2013	
	02336984	WELDING SUPPLIES	07/26/2013	102.57	102.57	10/16/2013	
	02408941	SANITATION REPAIR CO3	09/12/2013	51.42	51.42	10/16/2013	
	02412457	CO2 FOR LIFT	09/17/2013	67.62	67.62	10/16/2013	
	02420900	GLOVES	09/26/2013	15.56	15.56	10/16/2013	
	02426929	CYLINDER RENTAL	09/30/2013	35.10	35.10	10/16/2013	
	02426930	SUPPLIES	09/30/2013	58.50	58.50	10/16/2013	
	02426931	CYLINDER RENTAL	09/30/2013	46.80	46.80	10/16/2013	
	02440750	CO2	10/01/2013	36.29	36.29	10/16/2013	
Total 128592:				463.68	463.68		
ARBOR DAY FOUNDATION							
127640							
	093013	MEMBERSHIP - MONTE BALES	09/30/2013	25.00	25.00	10/16/2013	
Total 127640:				25.00	25.00		
BEAR CO, INC							
1010							
	175383	SHOP SUPPLIES	08/26/2013	59.50	59.50	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	175454	RECAP TIRES	08/28/2013	3,365.70	3,365.70	10/16/2013	
	175610	REPAIR B40	09/05/2013	700.00	700.00	10/16/2013	
	175768	REPAIR I10	09/12/2013	119.00	119.00	10/16/2013	
	175930	REPAIR G09	09/20/2013	69.50	69.50	10/16/2013	
Total 1010:				4,313.70	4,313.70		
BIG HORN GLASS							
1160							
	33893	WINDOW CRANK - BREAK ROO	09/17/2013	39.80	39.80	10/16/2013	
Total 1160:				39.80	39.80		
BIG HORN PAINT							
1180							
	0059680	PAINT THINNER	09/24/2013	22.39	22.39	10/16/2013	
Total 1180:				22.39	22.39		
BIG HORN RADIO NETWORK							
1185							
	093013	ADVERTISING	09/30/2013	303.40	303.40	10/16/2013	
Total 1185:				303.40	303.40		
BIG HORN WHOLESALE							
1210							
	9207	MATERIAL & SUPPLIES	09/17/2013	494.44	494.44	10/16/2013	
	9228	SHOP & RESTROOM SUPPLIES	09/20/2013	258.45	258.45	10/16/2013	
	9288	MATERIAL & SUPPLIES	09/24/2013	411.58	411.58	10/16/2013	
	9319	Nacho Cheese	09/24/2013	116.50	116.50	10/16/2013	20044
	9319	Nacho Chips	09/24/2013	49.74	49.74	10/16/2013	20043
	9319	FUEL SURCHAGE	09/24/2013	3.00	3.00	10/16/2013	
Total 1210:				1,333.71	1,333.71		
BLAKEMAN PROPANE, INC							
4125							
	3110	PROPANE FOR FORKLIFT	09/20/2013	13.54	13.54	10/16/2013	
Total 4125:				13.54	13.54		
BLOEDORN LUMBER							
1590							
	1236256	STRING LINE FOR TRUCK	07/30/2013	8.79	8.79	10/16/2013	
	1309814	SUPPLIES	09/09/2013	19.96	19.96	10/16/2013	
	1327516	REPAIR BACK BOARDS FOR H	09/19/2013	41.64	41.64	10/16/2013	
	1329929	COUGAR AVE GATE PAINT SUP	09/20/2013	8.25	8.25	10/16/2013	
	1338530	SHOP SUPPLIES	09/25/2013	8.79	8.79	10/16/2013	
Total 1590:				87.43	87.43		
BLUE RIBBON TREE SERVICE							
129843							
	100213	TREE REMOVAL	10/02/2013	830.00	830.00	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129843:				830.00	830.00		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	7325	REPAIR G06	10/01/2013	XXXXXXX 157.88	.00	10/09/2013	VOID
Total 128623:				XXXXXXX 157.88	.00		
BORDER STATES INDUSTRIES INC							
1420							
	906256136	Elbow, 1/0 strd 200 amp	09/20/2013	1,023.00	1,023.00	10/16/2013	ELB1/0200
	906256136	SYSTEM EXPANSION	09/20/2013	720.00	720.00	10/16/2013	
	906292197	Meter F8S/9S Alpha Plus dmd me	09/27/2013	1,492.80	1,492.80	10/16/2013	MTR9SALPD
Total 1420:				3,235.80	3,235.80		
BOYDSTON, JOE							
129834							
	091713	RELEASE LANDSCAPE BOND S	09/17/2013	1,200.00	1,200.00	10/16/2013	
Total 129834:				1,200.00	1,200.00		
BOYS & GIRLS CLUB OF PARK CTY							
1465							
	100113	COMMUNITY FUNDING ALLOCA	10/01/2013	81.59	81.59	10/16/2013	
Total 1465:				81.59	81.59		
BRAD HALL MANAGEMENT							
129776							
	NP39271360	FUEL - SR CENTER	10/01/2013	1,248.72	1,248.72	10/16/2013	
	NP39271360	FUEL - ADMIN	10/01/2013	175.21	175.21	10/16/2013	
	NP39271360	FUEL - PD	10/01/2013	2,890.73	2,890.73	10/16/2013	
	NP39271360	FUEL - PARKS	10/01/2013	854.50	854.50	10/16/2013	
	NP39271360	FUEL - PARKS	10/01/2013	1,630.46	1,630.46	10/16/2013	
	NP39271360	FUEL - FAC MAINT	10/01/2013	256.53	256.53	10/16/2013	
	NP39271360	FUEL - REC CENTER	10/01/2013	52.39	52.39	10/16/2013	
	NP39271360	FUEL - COMM DEV	10/01/2013	111.65	111.65	10/16/2013	
	NP39271360	FUEL - STREETS	10/01/2013	1,511.43	1,511.43	10/16/2013	
	NP39271360	FUEL - STREETS	10/01/2013	603.10	603.10	10/16/2013	
	NP39271360	FUEL - SANITATION	10/01/2013	6,950.66	6,950.66	10/16/2013	
	NP39271360	FUEL - SANITATION	10/01/2013	450.74	450.74	10/16/2013	
	NP39271360	FUEL - WATER	10/01/2013	112.73	112.73	10/16/2013	
	NP39271360	FUEL - WATER	10/01/2013	842.66	842.66	10/16/2013	
	NP39271360	FUEL - W WATER	10/01/2013	574.06	574.06	10/16/2013	
	NP39271360	FUEL - W WATER	10/01/2013	502.96	502.96	10/16/2013	
	NP39271360	FUEL - EL	10/01/2013	1,114.52	1,114.52	10/16/2013	
	NP39271360	FUEL - EL	10/01/2013	1,146.80	1,146.80	10/16/2013	
Total 129776:				21,029.85	21,029.85		
BROWN, ROBBY							
129848							
	14538015	REFUND CREDIT BALANCE	10/04/2013	47.29	47.29	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129848:				47.29	47.29		
BRUCO INC							
1550							
	318263	FLOOR SCRUBBER SERVICE W	09/18/2013	125.00	125.00	10/16/2013	
Total 1550:				125.00	125.00		
BRUMAGE, LESLIE							
124227							
	092412	MILEAGE REIMBURSEMENT	09/24/2012	60.23	60.23	10/16/2013	
Total 124227:				60.23	60.23		
BUFFALO BILL CENTER OF THE WEST							
1560							
	623089	CAMP ACTIVITY	06/11/2013	50.00	50.00	10/16/2013	
Total 1560:				50.00	50.00		
C & C WELDING							
1690							
	16775	WATER CRANE REPAIR	09/10/2013	78.45	78.45	10/16/2013	
Total 1690:				78.45	78.45		
CARQUEST AUTO PARTS							
10200							
	2874-230327	REPAIR PARTS	09/03/2013	16.76	16.76	10/16/2013	
	2874-230429	REPAIR PARTS	09/04/2013	2.95	2.95	10/16/2013	
	2874-230450	REPAIR PARTS	09/04/2013	6.45	6.45	10/16/2013	
	2874-230584	REPAIR PARTS	09/05/2013	11.14	11.14	10/16/2013	
	2874-230705	REPAIR PARTS	09/06/2013	3.60	3.60	10/16/2013	
	2874-230709	REPAIR PARTS	09/06/2013	24.91	24.91	10/16/2013	
	2874-230829	REPAIR PARTS	09/09/2013	37.10	37.10	10/16/2013	
	2874-230968	REPAIR PARTS	09/10/2013	2.78	2.78	10/16/2013	
	2874-231007	REPAIR PARTS	09/10/2013	10.24	10.24	10/16/2013	
	2874-231052	SHOP SUPPLIES	09/11/2013	18.86	18.86	10/16/2013	
	2874-231087	REPAIR PARTS	09/11/2013	4.24	4.24	10/16/2013	
	2874-231337	REPAIR PARTS	09/13/2013	3.29	3.29	10/16/2013	
	2874-231455	REPAIR PARTS	09/16/2013	3.57	3.57	10/16/2013	
	2874-231486	TOOLS - VM	09/16/2013	15.76	15.76	10/16/2013	
	2874-231511	REPAIR PARTS	09/16/2013	2.78	2.78	10/16/2013	
	2874-231608	REPAIR PARTS	09/17/2013	6.05	6.05	10/16/2013	
	2874-231627	REPAIR PARTS	09/17/2013	18.18	18.18	10/16/2013	
	2874-231772	REPAIR PARTS	09/19/2013	30.24	30.24	10/16/2013	
	2874-231809	REPAIR PARTS	09/19/2013	79.27	79.27	10/16/2013	
	2874-232044	REPAIR PARTS	09/23/2013	20.98	20.98	10/16/2013	
	2874-232060	REPAIR PARTS	09/23/2013	41.82	41.82	10/16/2013	
	2874-232083	REPAIR PARTS	09/23/2013	74.46	74.46	10/16/2013	
	2874-232152	REPAIR PARTS	09/24/2013	2.95	2.95	10/16/2013	
	2874-232321	REPAIR PARTS	09/26/2013	14.45	14.45	10/16/2013	
	2874-232351	REPAIR PARTS	09/26/2013	21.05	21.05	10/16/2013	
	2874-232352	REPAIR PARTS	09/26/2013	15.94	15.94	10/16/2013	
	2874-232353	REPAIR PARTS	09/26/2013	21.05	21.05	10/16/2013	
	2874-232375	REPAIR PARTS	09/26/2013	14.18	14.18	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2874-232385	REPAIR PARTS	09/26/2013	23.12	23.12	10/16/2013	
Total 10200:				548.17	548.17		
CENTURY LINK							
10091							
	091913	PHONE CHARGES - RECYCLE	09/19/2013	36.72	36.72	10/16/2013	
	091913	PHONE CHARGES - PD	09/19/2013	36.72	36.72	10/16/2013	
	091913	PHONE CHARGES - ADMIN	09/19/2013	421.69	421.69	10/16/2013	
	091913	PHONE CHARGES - REC CENT	09/19/2013	37.99	37.99	10/16/2013	
	091913	PHONE CHARGES - REC CENT	09/19/2013	116.21	116.21	10/16/2013	
	091913	PHONE CHARGES - FAC MAINT	09/19/2013	94.56	94.56	10/16/2013	
Total 10091:				743.89	743.89		
CITY OF CODY							
2260							
	092313	UTILITIES	09/23/2013	2,374.98	2,374.98	10/16/2013	
	092313	UTILITIES	09/23/2013	119.15	119.15	10/16/2013	
	092313	UTILITIES	09/23/2013	1,378.44	1,378.44	10/16/2013	
	092313	UTILITIES	09/23/2013	8,808.84	8,808.84	10/16/2013	
	092313	UTILITIES - REC CENTER	09/23/2013	3,387.53	3,387.53	10/16/2013	
	092313	UTILITIES - REC CENTER	09/23/2013	10,162.61	10,162.61	10/16/2013	
	092313	UTILITIES	09/23/2013	1,119.64	1,119.64	10/16/2013	
	092313	UTILITIES	09/23/2013	288.38	288.38	10/16/2013	
	092313	UTILITIES	09/23/2013	169.65	169.65	10/16/2013	
	092313	UTILITIES	09/23/2013	118.74	118.74	10/16/2013	
	092313	UTILITIES	09/23/2013	7,161.45	7,161.45	10/16/2013	
	092313	UTILITIES	09/23/2013	590.61	590.61	10/16/2013	
	092313	UTILITIES	09/23/2013	592.03	592.03	10/16/2013	
	092313	UTILITIES	09/23/2013	4,354.84	4,354.84	10/16/2013	
	093013	UTILITIES	09/30/2013	94.99	94.99	10/16/2013	
	093013	UTILITIES	09/30/2013	219.38	219.38	10/16/2013	
	093013	UTILITIES	09/30/2013	812.91	812.91	10/16/2013	
	093013	UTILITIES	09/30/2013	470.13	470.13	10/16/2013	
	093013	UTILITIES	09/30/2013	55.21	55.21	10/16/2013	
Total 2260:				42,279.51	42,279.51		
CODY CAB							
129079							
	092013	TIPSY TAXI VOUCHERS (11-12)	09/20/2013	7.00	7.00	10/16/2013	
	092013	TIPSY TAXI VOUCHERS (12-13)	09/20/2013	7.00	7.00	10/16/2013	
	092013	TIPSY TAXI VOUCHERS (13-14)	09/20/2013	392.00	392.00	10/16/2013	
Total 129079:				406.00	406.00		
CODY WINNELSON COMPANY							
2850							
	129967-00	BRASS FITTINGS	09/19/2013	11.73	11.73	10/16/2013	
Total 2850:				11.73	11.73		
COPENHAVER KATH KITCHEN KOLPITCKE LLC							
3140							
	100213	LEGAL SERVICES	10/02/2013	6,396.25	6,396.25	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 3140:				6,396.25	6,396.25		
CRUM ELECTRIC							
3300							
	1431817-00	THERMOSTAT FOR HEATER	09/18/2013	63.56	63.56	10/16/2013	
	1431817-01	HEATER - NEW CODY	09/18/2013	1,200.48	1,200.48	10/16/2013	
	1482988-00	Conduit, 3" PVC - 3' radius 90	09/19/2013	88.68	88.68	10/16/2013	CONPVC390
	1482988-00	TOOLS	09/19/2013	28.39	28.39	10/16/2013	
	1482988-00	NEW SERVICES	09/19/2013	34.03	34.03	10/16/2013	
	1483184-00	BECK LAKE AUTOMATED GATE	09/19/2013	15.71	15.71	10/16/2013	
	1483828-00	LIGHT BULBS	09/23/2013	3.52	3.52	10/16/2013	
Total 3300:				1,434.37	1,434.37		
CUSTER, DENNIS S							
129381							
	13.701617	REFUND UTILITY DEPOSIT	09/26/2013	7.24	7.24	10/16/2013	
Total 129381:				7.24	7.24		
CUSTOM DELIVERY SERVICE							
3343							
	50409	SAMPLE - SHIPPING	09/30/2013	72.26	72.26	10/16/2013	
	50409	SUPPLIES	09/30/2013	3.50	3.50	10/16/2013	
Total 3343:				75.76	75.76		
DEATLEY, EDWARD GURNEY							
129749							
	100113	SOUND TECNICIAN - WILD WES	08/24/2013	180.00	180.00	10/16/2013	
Total 129749:				180.00	180.00		
DEISS, BEVERLY							
129838							
	15975011	REFUND UTILITY DEPOSIT	10/01/2013	189.54	189.54	10/16/2013	
Total 129838:				189.54	189.54		
DENNY MENHOLT CHEVROLET							
129672							
	10705	LEVER - B22 PARKS DEPT	09/18/2013	81.95	81.95	10/16/2013	
Total 129672:				81.95	81.95		
EAGLE RECOVERY, LLC							
126679							
	8457	TOWING CASE 13-1474	09/25/2013	68.00	68.00	10/16/2013	
Total 126679:				68.00	68.00		
EGGER, BEAU							
126045							
	WR1305793	REIMBURSE FOR UNIFORMS -	10/04/2013	319.95	319.95	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126045:				319.95	319.95		
ENERGY WEST							
2630							
	092413	UTILITIES	09/24/2013	65.79	65.79	10/16/2013	
	092413	UTILITIES - SHOP	09/24/2013	45.00	45.00	10/16/2013	
	092413	UTILITIES - SHOP	09/24/2013	11.58	11.58	10/16/2013	
	092413	UTILITIES - SHOP	09/24/2013	6.82	6.82	10/16/2013	
	092413	UTILITIES - SHOP	09/24/2013	4.77	4.77	10/16/2013	
	092413	UTILITIES - SHOP	09/24/2013	62.39	62.39	10/16/2013	
	092413	UTILITIES - SHOP	09/24/2013	19.21	19.21	10/16/2013	
	093013	UTILITIES - REC CENTER	09/30/2013	2,911.77	2,911.77	10/16/2013	
	093013	UTILITIES - REC CENTER AQUA	09/30/2013	8,735.32	8,735.32	10/16/2013	
Total 2630:				11,862.65	11,862.65		
ENGINEERING ASSOCIATES							
4140							
	3310025	CODY STAMPEDE GROUND - C	10/08/2013	1,312.50	1,312.50	10/16/2013	
	3310026	16TH ST STORM DRAIN	10/08/2013	12,744.62	12,744.62	10/16/2013	
	3310027	W COOPER LN INFLUENT SEW	10/08/2013	8,545.75	8,545.75	10/16/2013	
	3310028	CODY AUDITORIUM PARKING L	10/08/2013	343.00	343.00	10/16/2013	
Total 4140:				22,945.87	22,945.87		
FARM PLAN CORPORATION							
4210							
	P74970	LOADER REPAIR - H03 STREET	09/19/2013	1,718.33	1,718.33	10/16/2013	
Total 4210:				1,718.33	1,718.33		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY49878	ST SANDER REPAIRS	09/18/2013	2.35	2.35	10/16/2013	
	WYCDY49882	SUPPLIES	09/18/2013	2.37	2.37	10/16/2013	
	WYCDY49883	SAFETY GLASSES	09/18/2013	10.68	10.68	10/16/2013	
	WYCDY49976	RAGS	09/24/2013	10.75	10.75	10/16/2013	
	WYCDY50010	SHOP TOOLS	09/25/2013	20.85	20.85	10/16/2013	
	WYCDY50068	SIGN MOUNTING HARDWARE	09/30/2013	35.07	35.07	10/16/2013	
Total 126018:				82.07	82.07		
FERGUSON WATERWORKS							
127653							
	0582290	Meter Pigtails 3/4"	09/25/2013	274.05	274.05	10/16/2013	1193-W
Total 127653:				274.05	274.05		
FREMONT MOTOR CODY INC							
4370							
	124848	REPAIR - B42 - ELEC DEPT	09/30/2013	197.49	197.49	10/16/2013	
Total 4370:				197.49	197.49		
FUSCO, KRISTINE							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129844							
	14414021	REFUND UTILITY DEPOSIT	10/03/2013	200.00	200.00	10/16/2013	
Total 129844:				200.00	200.00		
GALLEGOS, ROBERT 129835							
	13396518	REFUND UTILITY DEPOSIT	09/23/2013	74.35	74.35	10/16/2013	
Total 129835:				74.35	74.35		
GOODYEAR PRINTING 125939							
	7916	BROCHURES - REC CENTER	09/30/2013	1,873.50	1,873.50	10/16/2013	
Total 125939:				1,873.50	1,873.50		
GRAINGER 4635							
	9238593769	ACTUATORS FOR REC CENTE	09/09/2013	431.10	431.10	10/16/2013	
Total 4635:				431.10	431.10		
GREEVER, MARY 129847							
	9001010	REFUND CREDIT BALANCE	10/03/2013	93.90	93.90	10/16/2013	
Total 129847:				93.90	93.90		
H B I INSURANCE 12306							
	52315	BOND - JENNIFER ROSENCRA	09/23/2013	100.00	100.00	10/16/2013	
Total 12306:				100.00	100.00		
HARRIS TRUCKING & CONST. CO 4780							
	123951	PAVING	09/26/2013	34,636.06	34,636.06	10/16/2013	
Total 4780:				34,636.06	34,636.06		
HD SUPPLY POWER SOLUTIONS, LTD 6730							
	2350190-01	SYSTEM UPGRADE	09/20/2013	46.54	46.54	10/16/2013	
	2357695-00	SYSTEM REPAIRS	09/20/2013	168.40	168.40	10/16/2013	
Total 6730:				214.94	214.94		
HEARTLAND PAPER COMPANY 128769							
	G322485-2	MATERIAL & SUPPLIES	09/16/2013	40.40	40.40	10/16/2013	
	G324290-1	MATERIAL & SUPPLIES	09/16/2013	23.00	23.00	10/16/2013	
	G328094-1	VAC BAGS	09/09/2013	22.36	22.36	10/16/2013	
	G330508-1	MATERIAL & SUPPLIES	09/16/2013	33.90	33.90	10/16/2013	
	G335925-1	VACUUM	09/24/2013	373.83	373.83	10/16/2013	
	R153833-1	MATERIAL & SUPPLIES - CREDI	09/12/2013	49.14	49.14	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128769:				444.35	444.35		
HOPKINS LIFE AND SAFETY							
5080							
	9859	SAFETY SUPPLIES	10/04/2013	170.17	170.17	10/16/2013	
Total 5080:				170.17	170.17		
HOSE & RUBBER SUPPLY							
125724							
	B33053-001	4" REINFORCED HOSE	09/27/2013	824.31	824.31	10/16/2013	
Total 125724:				824.31	824.31		
HOTSY WY-MONT							
5100							
	6080	HOSE	09/06/2013	186.80	186.80	10/16/2013	
Total 5100:				186.80	186.80		
ICMA RETIREMENT-457-#303143							
5170							
	839719	Contribution	10/01/2013	6,025.22	6,025.22	10/01/2013	
Total 5170:				6,025.22	6,025.22		
INTELLIGENT PRODUCTS							
123017							
	165681A	MUTT MITTS FOR 1 YEAR	09/23/2013	2,024.99	2,024.99	10/16/2013	
Total 123017:				2,024.99	2,024.99		
JOHNSTON, ANDREW							
129001							
	092513	MILEAGE REIMBURSEMENT FO	09/25/2013	288.15	288.15	10/16/2013	
Total 129001:				288.15	288.15		
KEEGAN & WINSLOW LAW FIRM							
126040							
	100213	PROFESSIONAL FEES	10/02/2013	90.00	90.00	10/16/2013	
Total 126040:				90.00	90.00		
KEFAR SHRINE CLUB							
128304							
	16.1300.19	REFUND CREDIT BALANCE	10/03/2013	3.55	3.55	10/16/2013	
Total 128304:				3.55	3.55		
KENCO SECURITY & TECHNOLOGY							
9029							
	1071113	ALARM SYSTEM - REC CENTER	09/12/2013	105.00	105.00	10/16/2013	
	1071701	SECURITY MONITORING - LAB	10/01/2013	85.50	85.50	10/16/2013	
	1071702	SECURITY MONITORING - SHO	10/01/2013	25.12	25.12	10/16/2013	
	1071702	SECURITY MONITORING - SHO	10/01/2013	25.12	25.12	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1071702	SECURITY MONITORING - SHO	10/01/2013	25.13	25.13	10/16/2013	
	1071702	SECURITY MONITORING - SHO	10/01/2013	25.13	25.13	10/16/2013	
	1077892	ALARM SYSTEM - REC CENTER	09/24/2013	105.00	105.00	10/16/2013	
	1077967	ALARM SYSTEM - REC CENTER	09/26/2013	420.00	420.00	10/16/2013	
Total 9029:				816.00	816.00		
KIEFER							
124429							
	337831	RING BUOY - SAFETY EQUIPM	09/20/2013	124.56	124.56	10/16/2013	
Total 124429:				124.56	124.56		
KITCHEN, SCOTT							
129803							
	100113	REIMBURSE FOR MILEAGE	10/01/2013	32.37	32.37	10/16/2013	
Total 129803:				32.37	32.37		
KOIS BROTHERS EQUIPMENT							
5830							
	98223	SEWER JET REPAIR	09/10/2013	487.35	487.35	10/16/2013	
Total 5830:				487.35	487.35		
KRESS, MELANIE							
125767							
	16.2255.14	REFUND CREDIT BALANCE	10/03/2013	97.86	97.86	10/16/2013	
Total 125767:				97.86	97.86		
L.N. CURTIS & SONS							
127560							
	3137713-00	BALLISTIC VESTS C03, C19	09/18/2013	1,468.78	1,468.78	10/16/2013	
Total 127560:				1,468.78	1,468.78		
LANNAN'S SUPPLY							
5980							
	086718	TRANSIT ROD	09/19/2013	146.89	146.89	10/16/2013	
Total 5980:				146.89	146.89		
LARIAT INTERNATIONAL TRUCKS							
6000							
	1232730039	D11 STREETS REPAIR	09/30/2013	598.70	598.70	10/16/2013	
Total 6000:				598.70	598.70		
LOVELL RADIATOR							
6190							
	3739	REPAIR RADIATOR - AUDITORI	10/03/2013	135.00	135.00	10/16/2013	
Total 6190:				135.00	135.00		
LYONS, ETHEL MAE							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129839							
	13059611	REFUND UTILITY DEPOSIT	10/01/2013	169.65	169.65	10/16/2013	
Total 129839:				169.65	169.65		
MARSHALLS							
123100							
	146	ACCIDENT REPAIR A04	07/22/2013	2,738.96	2,738.96	10/07/2013	
Total 123100:				2,738.96	2,738.96		
MEEKER INSURANCE AGENCY							
128486							
	2181016	REFUND CREDIT BALANCE	09/30/2013	381.52	381.52	10/16/2013	
Total 128486:				381.52	381.52		
MIDLAND IMPLEMENT CO							
6640							
	737906001	IRRIGATION SUPPLIES	09/25/2013	720.46	720.46	10/16/2013	
Total 6640:				720.46	720.46		
MOTOR PARTS INC							
6820							
	569538	SUPPLIES - SW	09/04/2013	17.58	17.58	10/16/2013	
	569692	REPAIR PARTS	09/05/2013	157.90	157.90	10/16/2013	
	570062	REPAIR PARTS	09/09/2013	5.35	5.35	10/16/2013	
	570091	TOOLS - ST	09/09/2013	8.11	8.11	10/16/2013	
	570621	SUPPLIES - SW	09/13/2013	39.19	39.19	10/16/2013	
	570909	REPAIR PARTS	09/16/2013	195.32	195.32	10/16/2013	
	571125	REPAIR PARTS	09/18/2013	236.37	236.37	10/16/2013	
	571232	REPAIR PARTS	09/19/2013	27.69	27.69	10/16/2013	
	571274	REPAIR PARTS	09/19/2013	63.23	63.23	10/16/2013	
	571518	REPAIR PARTS	09/23/2013	93.66	93.66	10/16/2013	
	571559	SHOP SUPPLIES	09/23/2013	22.22	22.22	10/16/2013	
	571990	REPAIR PARTS	09/27/2013	12.04	12.04	10/16/2013	
	572028	GASKET MATERIAL - FM	09/27/2013	1.51	1.51	10/16/2013	
Total 6820:				880.17	880.17		
MOUNTAIN WEST SCREEN PRINTERS							
6930							
	50348	SOCCER	09/17/2013	1,619.57	1,619.57	10/16/2013	
Total 6930:				1,619.57	1,619.57		
NORMONT EQUIPMENT COMPANY							
7315							
	2309139	ROAD MAINT EQUIPMENT	09/21/2013	1,735.55	1,735.55	10/16/2013	
	2309202	MOWER REPAIR	09/28/2013	234.99	234.99	10/16/2013	
Total 7315:				1,970.54	1,970.54		
NORTHWEST PIPE							
7400							
	1163833-1	HYD. MTR. MEASURING CHAM	09/30/2013	839.98	839.98	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1182930	SHORT CURB KEY	09/16/2013	52.44	52.44	10/16/2013	
	1182930-1	FLUSHING HYDRANT OPERATI	09/23/2013	185.00	185.00	10/16/2013	
	1188515	1" Drisco pipe, CTS	09/23/2013	252.00	252.00	10/16/2013	1162-W
	1188683	3/4" & 1" STIFFENERS	09/23/2013	54.96	54.96	10/16/2013	
	1189333	FLUSHING HYDRANT - REPAIR	09/26/2013	170.00	170.00	10/16/2013	
Total 7400:				1,554.38	1,554.38		
NUGENT, JON							
129840							
	4105013	REFUND UTILITY DEPOSIT	10/01/2013	159.32	159.32	10/16/2013	
Total 129840:				159.32	159.32		
OPATZ ELECTRIC MOTOR REPAIR							
7470							
	16134	REPAIR (NEW CIRC PUMP MTR	10/02/2013	502.59	502.59	10/16/2013	
Total 7470:				502.59	502.59		
PARK COUNTY							
7670							
	1298	LEC CONTRACT	09/24/2013	31,849.17	31,849.17	10/16/2013	
	1298	LEC UTILITIES	09/24/2013	664.73	664.73	10/16/2013	
Total 7670:				32,513.90	32,513.90		
PARK COUNTY ANIMAL SHELTER							
5120							
	100113	ANIMAL SERVICE CONTRACT	10/01/2013	3,750.00	3,750.00	10/16/2013	
Total 5120:				3,750.00	3,750.00		
PARK COUNTY LANDFILL							
129053							
	093013	LANDFILL CHARGES	09/30/2013	86,000.00	86,000.00	10/16/2013	
Total 129053:				86,000.00	86,000.00		
PARK COUNTY READY MIX							
7730							
	45002	SAND SLURRY / CONCRETE	08/27/2013	70.81	70.81	10/16/2013	
	45003	SAND SLURRY / CONCRETE	08/27/2013	1,274.04	1,274.04	10/16/2013	
	45014	SAND SLURRY / CONCRETE	08/29/2013	213.18	213.18	10/16/2013	
	45747	SAND SLURRY / CONCRETE	09/19/2013	338.40	338.40	10/16/2013	
Total 7730:				1,896.43	1,896.43		
PARK COUNTY SHERIFF							
7740							
	093013	INCARCERATION - SEPT 2013	09/30/2013	780.00	780.00	10/16/2013	
Total 7740:				780.00	780.00		
PARK COUNTY TREASURER							
7760							
	092413	PROPERTY TAXES	09/24/2013	2,042.12	2,042.12	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	092413	PROPERTY TAXES	09/24/2013	35,626.50	35,626.50	10/16/2013	
	092413	PROPERTY TAXES	09/24/2013	83,685.50	83,685.50	10/16/2013	
Total 7760:				121,354.12	121,354.12		
PAWNEE IRRIGATION EVERGREEN							
7830							
	12658	10TH & RUMSEY SPRINKLERS	09/24/2013	6.04	6.04	10/16/2013	
Total 7830:				6.04	6.04		
PEAKS TO PRAIRIE REALTY LLC							
129370							
	5017017	REFUND CREDIT BALANCE	10/03/2013	13.65	13.65	10/16/2013	
Total 129370:				13.65	13.65		
PRO-BUILD							
128149							
	967816	MARK TREES FOR REMOVAL	09/17/2013	6.04	6.04	10/16/2013	
Total 128149:				6.04	6.04		
PRODUCTION MACHINE							
128981							
	53605	HWP REPAIRS (REC)	08/08/2013	600.00	600.00	10/16/2013	
Total 128981:				600.00	600.00		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	100213	PREMIUMS	10/02/2013	199.82	199.82	10/03/2013	
Total 128033:				199.82	199.82		
ROCKY MOUNTAIN POWER							
7570							
	092413	UTILITIES	09/24/2013	38.89	38.89	10/16/2013	
	092413	UTILITIES	09/24/2013	515.06	515.06	10/16/2013	
	092413	UTILITIES	09/24/2013	257.68	257.68	10/16/2013	
Total 7570:				811.63	811.63		
RON'S EXXON							
8760							
	0167569	PROPANE	09/13/2013	20.44	20.44	10/16/2013	
	0167630	PROPANE	09/16/2013	21.78	21.78	10/16/2013	
Total 8760:				42.22	42.22		
ROSENCRANSE, JENNIFER							
123495							
	100313	UNITED BAGGAGE FEES - RICK	10/03/2013	100.00	100.00	10/16/2013	
Total 123495:				100.00	100.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
SHEARER, SANDRA							
129845							
	100213	WITNESS FEES FOR MC-1307-0	10/02/2013	15.00	15.00	10/16/2013	
Total 129845:				15.00	15.00		
SHERWIN-WILLIAMS COMPANY							
127725							
	4005-3	PAINT THINNER	09/19/2013	11.21	11.21	10/16/2013	
	4039-2	WHITE HYDRANT PAINT	09/20/2013	69.98	69.98	10/16/2013	
Total 127725:				81.19	81.19		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	100113	SMP WATER PURCHASES - SE	10/01/2013	125,231.74	125,231.74	10/16/2013	
Total 9130:				125,231.74	125,231.74		
SHOSHONE OFFICE SUPPLY							
9140							
	098003-CM	CREDIT ON INV 098003	09/06/2013	1.80-	1.80-	10/16/2013	
	098066	MATERIAL & SUPPLIES	09/13/2013	4.58	4.58	10/16/2013	
	098167	OFFICE SUPPLIES	09/19/2013	22.29	22.29	10/16/2013	
	098187	2014 CALENDARS	09/24/2013	9.79	9.79	10/16/2013	
	098268	COPIER PAPER	09/20/2013	461.10	461.10	10/16/2013	
	098322	MATERIAL & SUPPLIES	09/30/2013	16.67	16.67	10/16/2013	
	098349	SUPPLIES	09/19/2013	73.99	73.99	10/16/2013	
	098418	SUPPLIES	10/02/2013	90.99	90.99	10/16/2013	
	098572-CM	CREDIT ON INV 098572	08/22/2013	1.65-	1.65-	10/16/2013	
Total 9140:				675.96	675.96		
SOUTHWESTERN EQUIPMENT							
9422							
	028605	C06 SANITATION REPAIR	09/27/2013	928.47	928.47	10/16/2013	
Total 9422:				928.47	928.47		
SPINLAB UTILITY INSTRUMENTATION							
126998							
	7578	SPINLAB UPGRADE	09/20/2013	20.73	20.73	10/16/2013	
Total 126998:				20.73	20.73		
STEWART, KEIGHLY							
129841							
	14199624	REFUND UTILITY DEPOSIT	10/01/2013	51.17	51.17	10/16/2013	
Total 129841:				51.17	51.17		
STEWART'S MERCANTILE							
127774							
	2734-10	EMPLOYEE APPRECIATION BB	08/14/2013	428.34	428.34	10/16/2013	
Total 127774:				428.34	428.34		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
STICKS AND STONES							
129842							
	1137018	REFUND UTILITY DEPOSIT	10/01/2013	730.44	730.44	10/16/2013	
Total 129842:				730.44	730.44		
STROUPE PEST CONTROL CO							
9635							
	090313-RECY	PEST CONTROL - RECYCLE C	09/03/2013	60.00	60.00	10/16/2013	
	090313-SHOP	PEST CONTROL - SHOP	09/03/2013	22.00	22.00	10/16/2013	
	090313-SHOP	PEST CONTROL - SHOP	09/03/2013	22.00	22.00	10/16/2013	
	090313-SHOP	PEST CONTROL - SHOP	09/03/2013	22.00	22.00	10/16/2013	
	090313-SHOP	PEST CONTROL - SHOP	09/03/2013	22.00	22.00	10/16/2013	
	100113-CH	PEST CONTROL - CITY HALL	10/01/2013	60.00	60.00	10/16/2013	
	100113-EL	PEST CONTROL - EL SHOP	10/01/2013	60.00	60.00	10/16/2013	
Total 9635:				268.00	268.00		
TECH PRODUCTS							
126248							
	61140	SYSTEM REPAIRS	09/13/2013	1,662.46	1,662.46	10/16/2013	
Total 126248:				1,662.46	1,662.46		
THE LIFEGUARD STORE, INC							
124403							
	INV166210	PROGRAM SUPPLIES	09/20/2013	322.05	322.05	10/16/2013	
Total 124403:				322.05	322.05		
THE UPS STORE							
6240							
	0139	SHIP EQUIPMENT FOR REPAIR	09/27/2013	37.12	37.12	10/16/2013	
	0303	EVIDENCE SHIPPING	09/24/2013	9.30	9.30	10/16/2013	
	0393	SHIPPING FOUND PROPERTY	10/02/2013	12.87	12.87	10/16/2013	
	7792	SHIPPING - PD	09/30/2013	10.33	10.33	10/16/2013	
Total 6240:				69.62	69.62		
TRIPLE L SALES							
9980							
	I-29018	PURPLE HARKING FLAGS	09/23/2013	28.00	28.00	10/16/2013	
	I-29129	BELFRY FISHING ACCESS DRA	10/02/2013	27.59	27.59	10/16/2013	
Total 9980:				55.59	55.59		
UNIVERSAL ATHLETIC SERVICE							
10125							
	202-0017894-0	STOP WATCH	09/11/2013	143.94	143.94	10/16/2013	
Total 10125:				143.94	143.94		
UNUM LIFE INS - LTD							
127843							
	100213	LTD	10/02/2013	2,939.54	2,939.54	10/03/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127843:				2,939.54	2,939.54		
UNUM LIFE INSURANCE - LIFE							
127935							
	100213	PREMIUM	10/02/2013	1,681.99	1,681.99	10/03/2013	
Total 127935:				1,681.99	1,681.99		
V-1 PROPANE							
10180							
	857026	PROPANE	09/23/2013	22.76	22.76	10/16/2013	
	857036	PROPANE	09/24/2013	24.41	24.41	10/16/2013	
	857111	PROPANE	10/02/2013	44.21	44.21	10/16/2013	
Total 10180:				91.38	91.38		
VAN DIEST SUPPLY CO.							
10225							
	82457	WEED CONTROL	09/25/2013	1,004.00	1,004.00	10/16/2013	
Total 10225:				1,004.00	1,004.00		
VERIZON							
124442							
	9711897354	IPADS - PD	09/20/2013	302.36	302.36	10/16/2013	
	9711897354	CELL PHONE SERVICE - WATE	09/20/2013	100.71	100.71	10/16/2013	
	9711897354	CELL PHONE SERVICE - ELECT	09/20/2013	155.95	155.95	10/16/2013	
	9711897354	CELL PHONE SERVICE - REC C	09/20/2013	110.77	110.77	10/16/2013	
	9711897354	CELL PHONE SERVICE - FACILI	09/20/2013	75.75	75.75	10/16/2013	
	9711897354	CELL PHONE SERVICE - ADMIN	09/20/2013	89.93	89.93	10/16/2013	
	9711897354	CELL PHONE SERVICE - W WA	09/20/2013	74.88	74.88	10/16/2013	
	9711897354	CELL PHONE SERVICE - PD	09/20/2013	586.65	586.65	10/16/2013	
	9711897354	CELL PHONE SERVICE - COMM	09/20/2013	100.71	100.71	10/16/2013	
	9711897354	CELL PHONE SERVICE - SANIT	09/20/2013	24.96	24.96	10/16/2013	
	9711897354	CELL PHONE SERVICE - STREE	09/20/2013	74.88	74.88	10/16/2013	
Total 124442:				1,697.55	1,697.55		
VISA							
10280							
	SEPT 5349	PARTS FOR BACKHOE	10/02/2013	51.70	51.70	10/16/2013	
	SEPT 5349	MEALS - WORKED BOOT SCOO	10/02/2013	16.99	16.99	10/16/2013	
	SEPT 5349	MEALS - WORKED BOOT SCOO	10/02/2013	14.79	14.79	10/16/2013	
	SEPT 5976	MEETING EXPENSE - MAYOR	10/02/2013	48.56	48.56	10/16/2013	
	SEPT 5976	MEETING EXPENSE - MAYOR	10/02/2013	26.88	26.88	10/16/2013	
	SEPT 5976	MEETING EXPENSE - MAYOR	10/02/2013	13.42	13.42	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	33.54	33.54	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	26.22	26.22	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	9.66	9.66	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	54.20	54.20	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	9.73	9.73	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	106.40	106.40	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	26.40	26.40	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	22.12	22.12	10/16/2013	
	SEPT 7438	TRAVEL EXPENSE - PD	10/02/2013	75.00	75.00	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - PARKS	10/02/2013	41.16	41.16	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	SEPT 7933	TRAVEL EXPENSE - PARKS	10/02/2013	14.00	14.00	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - PARKS	10/02/2013	30.00	30.00	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - PARKS	10/02/2013	154.00	154.00	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - PARKS	10/02/2013	35.00	35.00	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - ELEC	10/02/2013	36.26	36.26	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - ELEC	10/02/2013	37.61	37.61	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - ELEC	10/02/2013	14.18	14.18	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - ELEC	10/02/2013	5.01	5.01	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - ELEC	10/02/2013	30.92	30.92	10/16/2013	
	SEPT 7933	TRAVEL EXPENSE - ELEC	10/02/2013	131.99	131.99	10/16/2013	
	SEPT 8377	SUPPLIES - CITY ADMIN	10/02/2013	9.43	9.43	10/16/2013	
	SEPT 8377	SUPPLIES - ADMIN	10/02/2013	25.82	25.82	10/16/2013	
	SEPT 8377	ICMA CONF. - BOSTON	10/02/2013	1,281.71	1,281.71	10/16/2013	
	SEPT 8377	ICMA CONF. - BOSTON	10/02/2013	800.00	800.00	10/16/2013	
	SEPT 8401	ICC TRAINING - COMM DEV	10/02/2013	50.00	50.00	10/16/2013	
	SEPT 8401	TRAVEL EXPENSE - WATER DE	10/02/2013	254.10	254.10	10/16/2013	
	SEPT 8401	TRAVEL EXPENSE - W WATER	10/02/2013	254.10	254.10	10/16/2013	
	SEPT 8401	ICC TRAINING - COMM DEV	10/02/2013	69.00	69.00	10/16/2013	
	SEPT 8419	ARC SERVICES / TRAINING	10/02/2013	27.00	27.00	10/16/2013	
	SEPT 8419	ARC SERVICES / TRAINING	10/02/2013	105.00	105.00	10/16/2013	
	SEPT 8419	TRAVEL EXPENSE - WRPA CO	10/02/2013	133.53	133.53	10/16/2013	
	SEPT 8419	TRAVEL EXPENSE - WRPA CO	10/02/2013	133.54	133.54	10/16/2013	
	SEPT 8419	ZUMBA FITNESS	10/02/2013	30.00	30.00	10/16/2013	
	SEPT 8419	TRAVEL EXPENSE - ICMA CON	10/02/2013	106.46	106.46	10/16/2013	
	SEPT 8419	TRAVEL EXPENSE - ICMA CON	10/02/2013	106.47	106.47	10/16/2013	
	SEPT 8427	TRAVEL EXPENSE - PD	10/02/2013	154.00	154.00	10/16/2013	
	SEPT 8427	TRAINING - PD	10/02/2013	75.00	75.00	10/16/2013	
	SEPT 8435	COUNCIL CHAMBERS MICS	10/02/2013	299.97	299.97	10/16/2013	
	SEPT 8435	VIDEO COMPONENT	10/02/2013	16.73	16.73	10/16/2013	
	SEPT 8435	IPAD CASES - PD	10/02/2013	390.00	390.00	10/16/2013	
	SEPT 8435	REC WIFI	10/02/2013	149.98	149.98	10/16/2013	
	SEPT 8468	TRAVEL EXPENSE - WATER CO	10/02/2013	187.05	187.05	10/16/2013	
	SEPT 8468	TRAVEL EXPENSE - WATER CO	10/02/2013	187.05	187.05	10/16/2013	
	SEPT 8468	TRAVEL EXPENSE - WASTE WA	10/02/2013	200.67	200.67	10/16/2013	
	SEPT 8468	CEU PLAN	10/02/2013	86.90	86.90	10/16/2013	
	SEPT 8824	LOADER REPAIR	10/02/2013	1,165.58	1,165.58	10/16/2013	
	SEPT 9433	CREDIT - UNIFORMS	10/02/2013	59.95	59.95	10/16/2013	
	SEPT 9433	NORTHERN ROCKIES - TREE S	10/02/2013	90.00	90.00	10/16/2013	
	SEPT 9433	TRAVEL EXPENSE - BOILER TR	10/02/2013	8.10	8.10	10/16/2013	
	SEPT 9433	TRAVEL EXPENSE - BOILER TR	10/02/2013	8.60	8.60	10/16/2013	
	SEPT 9433	TRAVEL EXPENSE - BOILER TR	10/02/2013	22.08	22.08	10/16/2013	
	SEPT 9433	TRAVEL EXPENSE - BOILER TR	10/02/2013	9.95	9.95	10/16/2013	
	SEPT 9433	TRAVEL EXPENSE - BOILER TR	10/02/2013	8.18	8.18	10/16/2013	
	SEPT 9433	TRAVEL EXPENSE - BOILER TR	10/02/2013	745.00	745.00	10/16/2013	
	SEPT 9433	NO SCHOOL DAYS ACTIVITIES	10/02/2013	113.25	113.25	10/16/2013	
	SEPT 9433	DAKTRONICS - AQUATICS	10/02/2013	215.00	215.00	10/16/2013	
	SEPT 9433	POOL SUPPLIES	10/02/2013	115.84	115.84	10/16/2013	
	SEPT 9433	POOL SUPPLIES	10/02/2013	25.75	25.75	10/16/2013	
	SEPT 9433	KOREAN FLAG POLE LIGHTS	10/02/2013	59.31	59.31	10/16/2013	
	SEPT 9433	US GLOVE - REC CENTER	10/02/2013	27.82	27.82	10/16/2013	
	SEPT 9433	US GYMNASTICS	10/02/2013	150.90	150.90	10/16/2013	
				<hr/>	<hr/>		
				8,904.66	8,904.66		

Total 10280:

**W.I.A. C/O RAWLINS POLICE DEPT
128629**

092513	MEMBERSHIP DUES	09/25/2013	50.00	50.00	10/16/2013
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Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128629:				50.00	50.00		
WAL MART COMMUNITY BRC							
10330							
	01394	SHOP SUPPLIES	09/25/2013	56.76	56.76	10/16/2013	
	02360	ASAP / REC CENTER	09/17/2013	157.85	157.85	10/16/2013	
	02598-CM	CREDIT - ALREADY PAID ON VI	09/18/2013	9.43-	9.43-	10/16/2013	
	02598-CM	CREDIT - ALREADY PAID ON VI	09/18/2013	25.82-	25.82-	10/16/2013	
	05206	GATORAID	09/23/2013	17.94	17.94	10/16/2013	20008
	05206	BOTTLED WATER	09/23/2013	3.50	3.50	10/16/2013	20009
	05206	Fruit Snacks	09/23/2013	36.26	36.26	10/16/2013	20026
	05206	Snack Cakes	09/23/2013	24.28	24.28	10/16/2013	20027
	05206	Chips	09/23/2013	19.96	19.96	10/16/2013	20031
	05206	Crackers	09/23/2013	6.22	6.22	10/16/2013	20034
	05206	Pizza	09/23/2013	20.68	20.68	10/16/2013	20045
	05206	Popcorn	09/23/2013	5.00	5.00	10/16/2013	20049
	05206	Ramen Soup	09/23/2013	22.24	22.24	10/16/2013	20050
	05206	Applesauce	09/23/2013	7.38	7.38	10/16/2013	20055
	05206	Hot Dogs	09/23/2013	8.88	8.88	10/16/2013	20053
	05206	PAPER PLATES	09/23/2013	3.97	3.97	10/16/2013	21000
	05208	REC CENTER	09/23/2013	29.22	29.22	10/16/2013	
	05208	REC CENTER	09/23/2013	39.80	39.80	10/16/2013	
	07051	WEED SPRAYING	09/24/2013	123.88	123.88	10/16/2013	
	07051	SHOP SUPPLIES	09/24/2013	24.94	24.94	10/16/2013	
	09769	OFFICE / SQUAD ROOM SUPPL	09/20/2013	198.72	198.72	10/16/2013	
Total 10330:				772.23	772.23		
WARNE CHEMICAL & EQUIPMENT CO							
123358							
	106815	WEED SPRAYING NOZZLE	09/19/2013	183.73	183.73	10/16/2013	
Total 123358:				183.73	183.73		
WATCO POOLS							
10370							
	17042	POOL CHEMICALS	09/11/2013	125.53	125.53	10/16/2013	
Total 10370:				125.53	125.53		
WELCH, CRYSTAL							
129836							
	14229031	REFUND UTILITY DEPOSIT	09/03/2013	183.52	183.52	10/16/2013	
Total 129836:				183.52	183.52		
WESCO DISTRIBUTION INC							
10480							
	754218	CT, 200-5, .6 KV	09/27/2013	583.62	583.62	10/16/2013	CT200TO56KV
Total 10480:				583.62	583.62		
WEST PARK HOSPITAL							
10500							
	CZ0001032	PRE-EMPLOYMENT PHYSICAL -	09/10/2013	91.90	91.90	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10500:				91.90	91.90		
WOODWARD TRACTOR CO							
10660							
	86999	SUPPLIES	09/23/2013	22.77	22.77	10/16/2013	
Total 10660:				22.77	22.77		
WY CONFERENCE OF BLDG OFFICIAL							
124777							
	100913	WCBO EDUCATION SEMINAR	10/09/2013	150.00	150.00	10/16/2013	
Total 124777:				150.00	150.00		
WY STATE TREASURER							
123070							
	092613	UNCLAIMED PROPERTY REMI	09/26/2013	2,882.69	2,882.69	10/16/2013	
Total 123070:				2,882.69	2,882.69		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	100213	CONTRIBUTIONS	10/02/2013	7,837.98	7,837.98	10/03/2013	
	100213	VOLUNTEERS PD	10/02/2013	18.73	18.73	10/03/2013	
	100213	VOLUNTEERS REC	10/02/2013	220.03	220.03	10/03/2013	
Total 10670:				8,076.74	8,076.74		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000061624	WYDOT - BIG HORN AVE EXT	09/27/2013	431.40	431.40	10/16/2013	
Total 10805:				431.40	431.40		
WYOMING FINANCIAL INSURANCE							
10820							
	65692	NOTARY BOND - BARB CURLE	10/07/2013	50.00	50.00	10/16/2013	
Total 10820:				50.00	50.00		
WYOMING FIRE SAFETY							
10830							
	33958	SEMI ANNUAL HOOD INSPECTI	10/01/2013	94.00	94.00	10/16/2013	
Total 10830:				94.00	94.00		
WYOMING HOME & RANCH							
129698							
	21672	IRRIGATION REPAIRS	09/24/2013	4.18	4.18	10/16/2013	
	22439	TOOLS, TAPE, OVERSHOE BO	10/01/2013	9.49	9.49	10/16/2013	
	22439	TOOLS, TAPE, OVERSHOE BO	10/01/2013	11.98	11.98	10/16/2013	
	22439	TOOLS, TAPE, OVERSHOE BO	10/01/2013	32.99	32.99	10/16/2013	
	22439	TOOLS, TAPE, OVERSHOE BO	10/01/2013	8.49	8.49	10/16/2013	
	22545	SHOP TOOLS	10/02/2013	24.99	24.99	10/16/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129698:				92.12	92.12		
WYOMING LAW ENFORCEMENT ACADEMY							
10900	S-8345	EVOC INSTR - C04	08/30/2013	285.00	285.00	10/16/2013	
Total 10900:				285.00	285.00		
WYOMING MUNICIPAL POWER AGENCY							
10920	093013	POWER PURCHASE - SEPT 201	09/30/2013	726,594.48	726,594.48	10/16/2013	
Total 10920:				726,594.48	726,594.48		
WYOMING RETIREMENT SYSTEM							
10950	100713	CONTRIBUTIONS -	10/07/2013	62,136.54	62,136.54	10/07/2013	
Total 10950:				62,136.54	62,136.54		
YATES, JUDY							
129846	100213	WITNESS FEES FOR MC-1307-0	10/02/2013	15.00	15.00	10/16/2013	
Total 129846:				15.00	15.00		
YELLOWSTONE REGIONAL AIRPORT							
11150	100113	OCTOBER FUNDING 2013	10/01/2013	12,725.08	12,725.08	10/16/2013	
Total 11150:				12,725.08	12,725.08		
Grand Totals:				1,408,409.98	1,408,252.10		

Payroll total = \$223,357.12

TOTAL \$ 1,631,609.22

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.



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 September 30, 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 audit, the object of which would be the expression of an opinion on the accounting records. 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
October 8, 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 September 30, 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 5 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 Third 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 was \$648,000 in collateral support funds used/allocated in the Third quarter of 2013.

3. Reviewed the 2013 Third 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 \$718,000 of funds allocated for collateral support through the Third quarter of 2013.

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

There was \$80,918.58 of expenses paid for direct administrative costs in the Third quarter of 2013. The report reflects the cumulative amount of \$80,918.58 of direct administrative expenses paid through the Third Quarter of 2013. As part of the approval process, we performed the compliance review of the direct administrative expenses and the expenses are in compliance with the program requirements.

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

There were three loan requests approved in Third quarter of 2013. As part of the approval process, we performed the compliance review of the loan files and the loans are in compliance with the program requirements.

Participating State	Laramie Consortium (Wyoming)		
For the quarter ending	September 30th 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	jjordan@cityoflaramie.org	Phone	307-721-5226

Cumulative funds transferred to the Participating State	\$4,345,556.00
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ALLOCATED FUNDS USED, EXCLUDING ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS			
Approved State Program	Program Type	Quarterly	Cumulative
Credit Guarantee Program	Collateral support	\$648,000.00	\$718,000.00
Total funds used, excluding funds used for administrative costs		\$648,000.00	\$718,000.00

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	\$80,918.58	\$80,918.58
Indirect administrative costs	\$0.00	\$0.00
Total administrative costs	\$80,918.58	\$80,918.58
Administrative costs, as a percent of funds transferred	1.86%	1.86%
Administrative costs, as a percent of allocated funds used	12.49%	11.27%

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	\$648,000.00	\$718,000.00
Total administrative costs	\$80,918.58	\$80,918.58
Total allocated funds used	\$728,918.58	\$798,918.58

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

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: _____

Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2013, through May 28, 2014. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$4,250.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
 - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
 - 1) From the eighty five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time;
 - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Alcohol compliance inspections as follows:
 - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
 - 2) **The first Alcohol compliance inspections must take place between July 1, 2013 and December 31, 2013. The second Alcohol compliance inspections must take place between January 1, 2014, and May 28, 2014.**

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

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

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

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

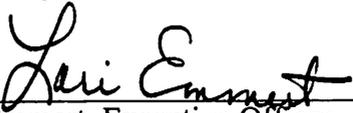
- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all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

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

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

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

Wyoming Association of Sheriffs and Chiefs of Police



Lori Emmert, Executive Officer
WASCOP

July 1, 2013

Date

Department

Date

Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2014, through June 10, 2014. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$4,250.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
 - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
 - 1) From the eighty five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time;
 - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Tobacco compliance inspections as follows:
 - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
 - 2) **The first tobacco compliance inspections must take place between January 1, 2014, and March 31, 2014. The second tobacco compliance inspections must take place between April 1, 2014, and June 10, 2014.**

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

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

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

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

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

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

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

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

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

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

Wyoming Association of Sheriffs and Chiefs of Police



Lori Emmert, Executive Officer
WASCOP

July 1, 2013

Date

Department

Date

MEETING DATE: OCTOBER 15, 2013
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICE OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

2013 Homeland Security Grant Agreement

ACTION TO BE TAKEN:

Approve the 2013 Homeland Security Grant award in the amount of \$9,424.58 and authorize the Mayor to sign the agreement.

SUMMARY OF INFORMATION:

The Cody Police Department has been awarded the 2013 Federal Homeland Security Grant for Law Enforcement and Terrorism Prevention-oriented Activities in the amount of \$9,424.58.

Law Enforcement Terrorism Prevention-oriented Activities funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. Costs must fall under one of the state initiatives including WyoLink Interoperability, Community Resilience, Regional Emergency Response Teams, Improvised Explosive Device Protection and Response, Information Sharing Across Critical Infrastructure Sectors, School Safety and Security, Cyber Terrorism, and Mass Casualty-Victim Care.

FISCAL IMPACT

The City of Cody will receive up to \$9,424.58 through reimbursements for grant related expenses. There is no obligation to City for matching funds.

ALTERNATIVES

Not accept the award.

ATTACHMENTS

Grant agreement

AGENDA ITEM NO. _____



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2013, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Cody Police Department
Award Amount:	\$9,424.58
Award Period:	September 1, 2013 through May 31, 2015
CFDA #:	97.067
DHS Grant Code:	EMW-2013-SS-00011-S01
Project ID:	13-GPD-COD-LP-HLE13

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Cody Police Department**, whose mailing address is 1402 River View Dr., Cody, WY 82414[Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2013 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2013 through May 31, 2015. The total amount of this Grant is \$9,424.58.
- Federal Grant References:** The Fiscal Year 2013 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.

6. **Purpose of Grant Award:** The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2013 HSGP Funding Opportunity announcement identifies three program specific priorities:
- **Priority One: Implementation of NPS and the Whole Community Approach to Security and Emergency Management**
Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
Objective Four: Sustaining Capabilities.
Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities.
Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)
 - **Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers** (Wyoming does not have a Fusion Center. However, virtual platforms do exist through Division of Criminal Investigation, Attorney General’s Office, Federal Bureau of Investigation, Wyoming Office of Homeland Security, and State and Local Law Enforcement Agencies.)
Objective One: Baseline Capabilities.
Objective Two: Analytic Capabilities.
 - **Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness**
Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.
 - **Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events**
Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
Objective Two: Improve community first aid training.
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$9,424.58 (nine thousand four hundred twenty four dollars and fifty eight cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form and proof of payment provided the expenditures comply with the FY2013 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws. There will be no extensions for the 2013 State Homeland Security Grant reimbursement or performance period.
8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:
- A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:
- (1) Subrecipient must be familiar with the 2013 HSGP objectives and priorities identified in the FY 2013 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.

- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2013 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.

- (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2013 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2013 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
 - C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
 - D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
 - E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2013 State Initiatives:
 - (1) WyoLink Interoperability
 - (2) Community Resilience
 - (3) Regional Emergency Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Information Sharing Across Critical Infrastructure Sectors
 - (6) School Safety and Security
 - (7) Cyber Terrorism
 - (8) Mass Casualty – Victim Care

- F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:
- (1) Equipment purchased and the number of people trained in a given capability to support a reported number defined resource typed teams including Bomb Squads, Dive Teams, SWAT Teams, and Explosive Detection Canine Teams. (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
 - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
 - (3) What equipment was purchased and what typed capability it supports. Quarterly report forms are located on the Homeland Security website: <http://wyohomelandsecurity.state.wy.us>

9. **Responsibilities of Homeland Security:**

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

10. **Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall

provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>;

<http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.

- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and

records which are pertinent to this Grant.

V. Technology Requirements:

- (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
- (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, and Attachment Two, Summary of State Initiatives, consisting of three (3) pages, which are attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and

agreements, whether written or oral.

- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

CODY

Ms. Nancy Tia Brown
Mayor

Date

Chief Perry Rockvam
Cody Police Department

Date

Attested by: Town/City Clerk

Date

Approved as to Form:

Town/City Attorney

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 105571
S. Jane Caton, Senior Assistant Attorney General

9-17-13
Date

Attachments:

1. Point of Contact Information Form
2. Summary of State Initiatives

MEETING DATE:	OCT. 15, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

AGENDA ITEM SUMMARY REPORT

Quote 2013-15 Grading "H"

BACKGROUND

A request was made by the Streets Division for the purchase of 10,000 tons of Grading "H" Road Base. The road base will be used to build, repair and maintain the streets and alleys throughout the City of Cody. Quote requests for Quote 2013-15, Grading "H" were sent to two suppliers, Harris Trucking & Construction Co., and Big Horn Redi-Mix.

SUMMARY

Two quotes were submitted and opened at City Hall on October 8, 2013, at 2:00 p.m.

Harris Trucking & Construction Co. submitted one quote for 10,000 Tons of Grading "H" Road Base in the amount of \$4.65 per ton for a total price of \$46,500.00.

Big Horn Redi-Mix submitted one quote for 10,000 Tons of Grading "H" Road Base in the amount of \$5.60 per ton for a total price of \$56,000.00.

FISCAL IMPACT

Funding for this material was budgeted for, and approved by, the City Council in the City of Cody Budget, FY 2013/2014.

ALTERNATIVES

Approve or deny the award of Quote 2013-15, Grading "H" to Harris Trucking & Construction Co. Cody, WY in the amount of \$46,500.00.

RECOMMENDATION

Staff recommends the Council approve the award of Quote 2013-15, Grading "H" to Harris Trucking & Construction Co. Cody, WY in the amount of \$46,500.00.

ATTACHMENTS

Quote 2013-15 Packet

AGENDA & SUMMARY REPORT TO:

Big Horn Redi-Mix
PO Box 48
Thermopolis, WY 82443

Harris Trucking and Construction Co.
PO Box 296
Cody, WY 82414

AGENDA ITEM NO. _____



REQUEST FOR QUOTES QUOTE NO. 2013-15 Grading "H"

Notice is hereby given that the City of Cody will receive quotes until 2:00 p.m., October 8th, 2013 at Cody City Hall, 1338 Rumsey Avenue, Cody, Wyoming, for the following items:

SEE ATTACHED SHEET(S).

All quotes will be publicly opened and read aloud at 2:00 p.m. on October 8th, 2013, at Cody City Hall, 1338 Rumsey Avenue, Cody, WY 82414. Quotes may be mailed to the City of Cody, P.O. Box 2200, Cody, Wyoming, 82414-2200. Envelopes must be marked "Quote 2013-15 Grading "H"."

No responsibility for delivery of quotes through the mail will be taken by the City of Cody.

The City reserves the right to reject any and/or all quotes and further reserves the right to waive any informalities if deemed in the best interest of the City of Cody. Direct all questions to Eric Asay at (307) 587-2958.

Dated this 26th day of September, 2013.

Eric Asay
Lead Street Maintenance Operator

Grading “H”

The aggregate shall meet the following gradation requirements.

City of Cody

1” Base Course Gravel (Grading “H”)

Standard Specification

Sieve Designation	Percent Passing
2” (50mm)	_____
1 ½” (37.5mm)	_____
1” (25mm)	100
¾” (19.0mm)	95-100
½” (12.5mm)	60-85
#4 (4.75mm)	45-65
#8 (2.36mm)	33-53
#200 (0.075mm)	3-12

The gradations in the table represent limits within which the Engineer shall approve the materials. The final gradation decided upon shall be uniformly graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieves or vice versa. The amount of the fraction passing the #200 sieve shall not exceed one-half (1/2) the fraction passing the #40 sieve. The fraction passing the #40 sieve shall have a liquid limit not greater than twenty five (25) and a plasticity index not greater than six (6), except where the plasticity index is zero (0) the liquid limit shall not be more than thirty (30).

C. METHOD OF MEASUREMENT. Measurement shall be by the ton of specification material produced as measured on certified scales with weigh tickets supplied by the contractor.

D. BASIS OF PAYMENT. Payment will be made for each ton of specification material produced, stockpiled and measured as provided in these specifications at the price bid per ton. Said unit price shall be full compensation for production of the materials and furnishing all equipment, labor, mobilization and any other items incidental to the production and stockpiling of said material.

MEETING DATE: OCTOBER 15, 2013
DEPARTMENT: ADMIN AND PARKS
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: CINDY BAKER, ADMIN
SERVICES

AGENDA ITEM SUMMARY REPORT

Yellowstone Beer Fest 2014

ACTION TO BE TAKEN:

Request City Council grants a park reservation and open container permit to Trent Cole, Yellowstone Beer Fest for Canal Park on July 5, 2014.

SUMMARY OF INFORMATION:

Please see the attached agenda request supplement provided by event promoter.

In addition to the park reservation and open container permit, staff will need to walk through the beer distribution and license requirements for the festival. There are several event details that need to be resolved after approving the park permit and open container permit. Staff can work through details with the event promoter as the planning develops.

Additional Information Required

1. Will the event promoter be selling a "cup for the event" or are the individual brewers selling their product?
2. Is there a charge to festival goers for the beer or event? Home brew is not allowed unless the event is completely no charge. Admission fees, beer sales, and other money transactions are not allowed if home brews are part of the event.
3. If there are other vendors the agreement can be treated like the July 4th Kinkade Agreement charging a transient merchant fee of \$300.00 and \$25/vendor. Another option is to charge a per vendor fee of \$25 such as the Farmers Market.
4. Confirmation of license issued to holder will be required, in some cases licensee would require a catering permit. It is also possible some licensee may not be able to participate based on the type of Wyoming Liquor License that establishment holds.
5. Confirmation with State of WY if holder has authority to distribute or sell beer – this may pertain to out of state brewers who may want to participate.

FISCAL IMPACT

City would receive revenue from vendor fees depending on council direction.

ALTERNATIVES

1. Approve the park permit and open container permit for Canal Park.
2. Approve another park or location.
3. Deny the request.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Agenda Request form
2. Yellowstone Brew Fest supplement

AGENDA & SUMMARY REPORT TO:

Trent Cole, trentcole55@yahoo.com
1407 26th Street, Cody WY 82414
(928) 853-5920

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 Trent Cole
Organization Represented Self - local non-profit organizations
Date you wish to appear before the Council October 1
Mailing Address 1407 26th St Telephone 928-853-5920
E-Mail Address trentcole55@yahoo.com
Preferred form of contact: Telephone _____ E-Mail
Names of all individuals who will speak on this topic Trent Cole
Event Title (if applicable) Yellowstone Beer Fest
Date(s) of Event (if applicable) July 5?
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) _____

Which City employee(s) have you spoken to about this issue? Rick Manchester

Signature Trent Cole Date 9-10-13

YELLOWSTONE BREW FEST

OBJECTIVE

Organize and establish a yearly Brew Festival in the city of Cody. Micro and Craft beer as well as home brewing popularity are at an all time high. The Yellowstone Brew Festival would capitalize on this trend and offer a unique occasion in the city of Cody for people to come and showcase their product as well as try products from local breweries in Cody and several regional breweries in Wyoming, Montana, Colorado, and Idaho.

GOALS

1. Offer an event that would support local business and allow them to showcase their products and reach their core consumer.
2. Develop a Brew Festival that will draw people from the all over the State of Wyoming and surrounding areas like Montana and Idaho. Many festivals such as the proposed become a standard “to do” for micro and craft breweries and they schedule to attend the events years in advance. This attendance draws beer lovers from all over to see their favorite breweries and brew-masters. Many communities in our region are now offering similar festivals and have grown their popularity over the years. Some similar events in our area are the Sheridan, WY Chamber Brew fest, The “Steinley Cup” in Saratoga, the Fremont Toyota Lander Brew Festival, and the Jackson WY “Old West Brew Fest”. These communities have already capitalized on the popularity Micro and Craft beer and Cody is missing out.
3. It is the goal of Yellowstone Brew Festival to allocate all profits generated from festival to local charities like “Topsy Taxi”, “Sleeping Giant Ski Area”, “Meals on Wheels”, “Wounded Warriors”, “The Wyoming Disabled Hunters” and other charities such as one that support responsible drinking.
4. Offer a unique trophy to select winners in brewing categories that would represent Cody, Wyoming and the surrounding area.

WHEN

Most large scale “brew festivals” try to schedule their events around the popular Oktoberfest window. This signals the harvest and has traditionally been a time for celebration and imbibing. In Cody the time for celebration tends to be around July 4th and the popular Cody Stampede. We would like to capitalize on the large amounts of people in town during this time frame and offer the event to the public on July 5th 2014. A brew festival this time of year would be unique as most are in the fall. It would create another reason for people to visit Cody, WY and make it much easier to schedule the attendance of breweries who are booked in the fall.

REQUESTS

- The use of Canal Park in Cody. This venue offers a more personal atmosphere and one that can accommodate live music and vendors for food as well as accommodate space for breweries and home brew entries. The Yellowstone Brew Fest would be open from 2 P.M. – 8 P.M. and be in line with the timing of many similar brew festivals.
- Open Container Malt Beverage permit for July 5th, 2014
- The Use of Power to facilitate vendors, musicians, and brewery needs

Sincerely,

Trent Cole
Yellowstone Brew Fest
1407 26th Street
Cody, WY 82414

Community Development Block Grant

Notice of a Finding of No Significant Impact

Mountain Spirit Addition Utility Infrastructure Project

This notice shall satisfy a procedural requirement for activities to be undertaken by the City of Cody.

The City of Cody has determined that the project will have no significant impact on the human environment. An Environmental Impact Statement under the National Environment Policy Act of 1969 (NEPA), therefore, is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Cody, 1338 Rumsey Avenue, Cody, WY 82414 or by emailing jennir@cityofcody.com.

In addition, the City of Cody will submit a request to the Wyoming Business Council on behalf of the Mountain Spirit Habitat for Humanity for the release of Community Development Block Grant Funds to begin the utility infrastructure and subdivision development project which is expected to pay \$395,000 for water and sewer lines as well as to construct streets within the subdivision.

A public hearing to consider the No Findings of a Significant Impact and the Request for funds will be held on Tuesday, October 15, 2013 at 7:00 p.m. or as soon thereafter as possible in the Council Chambers of the City of Cody (1338 Rumsey Ave) where any individual, group, or agency disagreeing with this determination or request or wishing to comment on the project may speak. In addition, written comments submitted to Jenni Rosencranse, City Administrator may be sent by mail at PO Box 2200, Cody, WY or emailed to jennir@cityofcody.com. All written comments must be submitted by 4 p.m. on October 15, 2013.

RELEASE OF FUNDS: The City of Cody certifies to the Wyoming Business Council that Mayor Nancy Tia Brown in her capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Wyoming Business Council's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the City of Cody to use Program Funds.

OBJECTIONS TO THE RELEASE OF FUNDS: The Wyoming Business Council will accept objections to its release of funds and the City of Cody's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are made on one of the following bases: a) the certification was not executed by the Certifying Officer of the City of Cody; b) the City of Cody has omitted a step or failed to make a decision or finding required by the US Department of Housing and Urban Development regulations at 24 CFR Part 58; c) recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before the approval of a release of funds by the Wyoming Business Council; or d) another Federal agency, acting pursuant to 40 CFR part 1504, has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures of 24 CFR Part 58 and shall be addressed to the Wyoming Business Council 214 West 15th Street, Cheyenne, WY 82002-0240. Potential objectors should contact the Wyoming Business Council to verify the actual last day of the objection period.

Mayor Nancy Tia Brown
Publish on Tuesday, September 24, 2013.



CITY OF CODY
WYOMING

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)		
1. Program Title(s) Mountain Spirit Addition Subdivision Housing Infrastructure	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity City of Cody PO Box 2200 Cody, WY 82414	
6. For information about this request, contact (name & phone number) Jennifer Rosencranse 307-527-3462	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request		
The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following		
9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State) Mountain Spirit Addition, 29 th Street, Cody, Park, WY	
11. Program Activity/Project Description Toprovide funding to complete installation of infrastructure in an affordable housing subdivision currently being built in Cody, Wyoming by Mountain Spirit Habitat for Humanity, Inc. (MSHFH). The infrastructure includes 639 linear feet of 6" PVC Class 150 Pipe, 3-6" valves, 2 hydrants, 466 linear feet of 8" sewer pipe, 2 sanitary sewer manholes, 1000 linear feet shallow utilities, excavation of 1550 cubic yards, 737 cubic yards of pit run base, 5158 cubic yards of crushed base, 541 tons of Hot Plant Mix Type II (3/4"), 70 tons of AC PG 58-28, 1810 linear feet of curb and gutter, 7240 square feet of sidewalks, 6 ADA wheel chair ramps, electrical fees, water tap fees, 715 linear feet 15" PVC Canal drainage pipe, 2 storm drainage basins and 80 linear feet of storm drainage pipe 15" RCP.		

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Mayor
	Date signed October 16, 2013

Address of Certifying Officer
PO Box 2200
Cody, WY 82414

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
	Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Instructions for completing the “Environmental Assessment Checklist”

For HUD-funded projects that require the preparation of an environmental assessment (EA) pursuant to 24 CFR Part 58.36, the Responsible Entity (RE) must evaluate the significance of the effects of the proposal on the character, features, and resources of the project area. Enter relevant base data and verifiable source documentation to support the finding. Then enter the appropriate impact code from the following list to make a finding of impact. Impact Codes: (1) – No impact anticipated; (2) Potentially beneficial; (3) Potentially adverse; (4) – Requires mitigation; (5) – Requires project modification. Note names, dates of contact, telephone numbers, and page references. Attach additional materials as needed.

LAND DEVELOPMENT

Conformance with Comprehensive Plans & Zoning

Is the project in conformance with established local government Comprehensive planning and zoning practices?

Yes () No

Compatibility & Urban Impact

Is the project compatible with the surrounding area in terms of:

	Yes	No		Yes	No
Land use	<input checked="" type="checkbox"/> ()		Texture, materials	<input checked="" type="checkbox"/> ()	
Height, bulk, mass	<input checked="" type="checkbox"/> ()		Building type (lo/hi rises)	<input checked="" type="checkbox"/> ()	
Building density	<input checked="" type="checkbox"/> ()		Building arrangement	<input checked="" type="checkbox"/> ()	
Population density	<input checked="" type="checkbox"/> ()		Light/shadow and ventilation	<input checked="" type="checkbox"/> ()	
Setback	<input checked="" type="checkbox"/> ()		Landscaping	<input checked="" type="checkbox"/> ()	

Comments: _____

Slope

Slopes: () Not Applicable () Steep () Moderate Slight

Is there evidence of slope erosion? () Yes No
 (Such as; Extensive gullies/small ravines?
 Bowed-retaining walls? Washing away of top-soil
 and grasses? Tree movement? Fire scars?)

Is there evidence of unstable slope conditions? () Yes No
 (Such as; Trees perpendicular to slope?
 Vertical cracks at top of slope?
 Tilted utility poles? Hummocky-undulations
 on mid to lower slopes?)

Is there evidence of ground subsidence on the site? () Yes No

ERR GUIDE #10

Is there evidence of other unusual conditions on site? () Yes (X) No

Comments: _____

Soil Suitability

Soils: () Loose, fine rained silts (X) Gravel/Sands () Clay (Hard/Dry)
() Non-expansive () Moderately expansive () Highly expansive
() Mix-of-each (check appropriate box if finding can be made by the reviewer)

Are there visual indications of filled ground? () Yes (X) No
(Materials loosely piled on ground? Loose vegetation?
Earth has graded appearance or topography appears
unnatural in grade as related to vicinity?)

Are there active rills and gullies on site? () Yes (X) No

Is there off-site drainage to site? () Yes (X) No

Comments: A Canal systems flows through the property
which is proposed to be piped. There is a detention
basin that has some erosion at the entrance to the basin
that will be repaired by the project.

Is a soils report needed? () Yes (X) No;
geological study needed? () Yes (X) No

Hazards & Nuisances, including Site Safety

Will the project be affected by:

	Yes	No		Yes	No
Faults, fractures	()	(X)	Fire hazard materials	()	(X)
Cliffs, bluffs, crevices	()	(X)	Wind/sand storm concerns	(X)	()
Slope-failures from rains	()	(X)	Poisonous plants,		
Unprotected water bodies	()	(X)	insects, animals	()	(X)
Hazardous terrain features	()	(X)			

Comments: All properties within the City are
periodically impacted by winds.

Will the project be affected by:

	Yes	No		Yes	No
Hazardous street conditions	()	(X)	Railroad-crossing hazards	()	(X)
Dangerous intersections	()	(X)	Inadequate screened	()	(X)
Through traffic problems	(X)	()	Drainage catchment structures	(X)	()
Inadequate separation of pedestrian/vehicle traffic	()	(X)	Hazards in vacant lots	()	(X)
			Chemical tank-car terminals	()	(X)

ERR GUIDE #10

- | | | | |
|--|--|---------------------------------------|--|
| Children's play areas located next to freeways or other high volume traffic ways | <input type="checkbox"/> <input checked="" type="checkbox"/> | Trucking terminals | <input type="checkbox"/> <input checked="" type="checkbox"/> |
| Inadequate street lighting | <input type="checkbox"/> <input checked="" type="checkbox"/> | Other hazardous chemical storage | <input type="checkbox"/> <input checked="" type="checkbox"/> |
| Unscreened quarries or other excavations | <input type="checkbox"/> <input checked="" type="checkbox"/> | High-pressure gas | <input type="checkbox"/> <input checked="" type="checkbox"/> |
| Sanitary landfills or mining operations | <input type="checkbox"/> <input checked="" type="checkbox"/> | Overhead transmission lines | <input type="checkbox"/> <input checked="" type="checkbox"/> |
| Industrial operations | <input type="checkbox"/> <input checked="" type="checkbox"/> | Hazardous cargo transportation routes | <input type="checkbox"/> <input checked="" type="checkbox"/> |
| | | Oil or gas wells | <input type="checkbox"/> <input checked="" type="checkbox"/> |

Comments: As mentioned previously there is a storm detention basin on the property. The completion of the project will provide connectivity to the street system that some feel will lead to through traffic concerns.
 Will the project be affected by:

- | | Yes | No | | Yes | No |
|-----------------------------|--|----|---------------------------|--|----|
| Gas, smoke, fumes | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Unightly land uses | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Odors | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Front-lawn parking | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Vibration | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Abandoned vehicles | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Glare from parking areas | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Rodent or vermin problems | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Billboard encroachment | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Industrial nuisances | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Vacant/boarded-up buildings | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Other | <input type="checkbox"/> <input checked="" type="checkbox"/> | |

Comments: _____

Energy Consumption

- Are adequate gas and electrical utility services available to the project? Yes No
 Will the project adversely impact available gas and electrical utility service providers in the area? Yes No
 Is the project designed to utilize energy conservation measures? Yes No
 LED street lights

Noise – Contribution to community noise levels

- Will the project adversely impact community noise levels? Yes No

Air Quality – Effects of ambient air quality on project & contribution to community pollution levels

Are there air pollution generators nearby which would adversely affect the site?

- | | Yes | No | | Yes | No |
|-------------------------|--|----|--------------------------|--|----|
| Heavy industry | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Large parking facilities | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Incinerators | <input type="checkbox"/> <input checked="" type="checkbox"/> | | (1000 or more cars) | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Power generating plants | <input type="checkbox"/> <input checked="" type="checkbox"/> | | Heavy traveled highway | <input type="checkbox"/> <input checked="" type="checkbox"/> | |
| Oil refineries | <input type="checkbox"/> <input checked="" type="checkbox"/> | | (6 or more lanes) | <input type="checkbox"/> <input checked="" type="checkbox"/> | |

- Will the project adversely impact community air quality levels? Yes No

ERR GUIDE #10

Comments: _____

Environmental Design – Visual quality – coherence, diversity, compatible use & scale

Is the project design compatible and a betterment to the
Surrounding neighborhood?

Yes () No

SOCIOECONOMIC

Demographic Character Changes

Will the project be unduly influenced by:

	Yes	No		Yes	No
Building obsolescence	()	<input checked="" type="checkbox"/>	Transition of land uses	()	<input checked="" type="checkbox"/>
Vacant buildings	()	<input checked="" type="checkbox"/>	Transition in density	()	<input checked="" type="checkbox"/>
Building deterioration	()	<input checked="" type="checkbox"/>	Non-conforming conversions	()	<input checked="" type="checkbox"/>
Postponed maintenance	()	<input checked="" type="checkbox"/>	Incompatible land uses	()	<input checked="" type="checkbox"/>
Obsolete public facilities	()	<input checked="" type="checkbox"/>	Inadequate off-street	()	<input checked="" type="checkbox"/>
Buildings crowding land	()	<input checked="" type="checkbox"/>	parking	()	<input checked="" type="checkbox"/>

Will the project adversely impact demographic character in the area? () Yes No

Comments: _____

Displacement

Will the project result in displacement?

() Yes No

Employment & Income Patterns

Will the project adversely impact employment and income patterns?

() Yes No

COMMUNITY FACILITIES AND SERVICES

Educational Facilities

Are adequate educational facilities available to the project's users?

Yes () No

Will the project adversely impact available education service
providers in the area?

() Yes No

Commercial Facilities

ERR GUIDE #10

Health Care

Are adequate general health care services available to the project? Yes () No
Will the project adversely impact available general health care service providers in the area? () Yes No

Social Services

Are adequate social care services available to the project? Yes () No
Will the project adversely impact available social care service providers in the area? () Yes No

Solid Waste

Is adequate solid waste service available to the project? Yes () No
Will the project adversely impact available solid waste service providers in the area? () Yes No

Waste Water

Is adequate sanitary sewer service available to the project? Yes () No
Will the project adversely impact available sanitary sewer service providers in the area? () Yes No

Storm Water

Is adequate storm water capacity and infrastructure available to the project? Yes () No
Will the project adversely impact storm water capacity and infrastructure available in the area? () Yes No

Water Supply

Is adequate potable and irrigation water service available to the project? Yes () No
Will the project adversely impact available water service providers in the area? () Yes No
Will the project impact adjudicated water rights? () Yes No

Public Safety - Police

Is adequate police protection service available to the project? Yes () No
Will the project adversely impact available police protection providers in the area? () Yes No

Public Safety - Fire

Is adequate fire protection service available to the project? Yes () No
Will the project adversely impact available fire protection providers in the area? () Yes No

Public Safety - Emergency Medical

Are adequate emergency medical services available to the project? Yes () No
Will the project adversely impact available emergency medical service providers in the area? () Yes No

Open Space & Recreation - Open Space

ERR GUIDE #10

Is adequate open available to the project's users? Yes No
Will the project adversely affect open space in the area? Yes No

Open Space & Recreation - Cultural Facilities

Are adequate cultural facilities available to the project's users? Yes No
Will the project adversely affect cultural facilities in the area? Yes No

Transportation

Are the approaches to the project convenient, safe and attractive? Yes No

Is the project accessible to employment? Yes No

Are parks and play spaces available on site or nearby? Yes No

Are commercial/retail shopping centers nearby? Yes No

Is public transportation service available? Yes No

Will the project adversely affect transportation infrastructure in the area? Yes No

Comments: _____

Water Resources

Will the project adversely impact water resources in the area? Yes No

Surface Water

Will the project adversely impact surface water in the area? Yes No

Unique Natural Features & Agricultural Lands

Is the project near natural features such as bluffs or cliffs? Yes No

Is the project near public or private scenic areas? Yes No

Are other natural resources visible on site or in Yes No

Is the site covered with trees and non-agricultural vegetation? Yes No

Is the site presently being farmed? Yes No

Is the project compatible with unique natural features in the area? Yes No

Is the project compatible with agricultural practices in the area? Yes No

Comments: _____

ERR GUIDE #10

Vegetation & Wildlife

Is the project near wildlife or wildlife habitat?

Yes No

Will the project adversely impact wildlife or wildlife habitat in the area?

Yes No

OTHER FACTORS

Are adequate communications services available to the project?

Yes No

Will the project adversely impact available communications service providers in the area?

Yes No

Comments: _____



August 12, 2013

City of Cody
P.O. Box 2200
Cody, Wyoming 82414
Attn: Ms. Jennifer R. Rosencranse
City Administrator

RE: WCCDBG – Mountain Spirit for Humanity Infrastructure Project

Dear Ms. Rosencrase:

In response to your letter dated August 8, 2013 regarding the WCCDBG – Mountain Spirit for Humanity Infrastructure Project, I offer the following:

1. The Mountain Spirit for Humanity Infrastructure Project, as proposed, is not within or adjacent to important farm land.
2. The Mountain Spirit for Humanity Infrastructure Project, as proposed, will be located within a residential subdivision that was approved by the City of Cody Planning and Zoning Board as well as the Governing Body. The property is zoned Residential “B” and is suited for the proposed use.
3. In a July, 2010 Assessment of the Park County Housing, the Mountain Spirit for Humanity Infrastructure Project was specifically mentioned as a project that when completed would help to address affordable housing needs that to date were not being met by private developers. Based on that Study and the 2010 Census data, I do not feel the Mountain Spirit for Humanity Infrastructure Project will adversely impact low income or minority populations.
4. In accordance with HUD Noise Sensitivity Standards, 24 CFR Part 51, residential development is considered a noise sensitive use. I did not conduct any noise measurements of the property, but the Mountain Spirit for Humanity Infrastructure Project is located in a Residential B zone of the City of Cody. 24 CFR Part 51 indicates that outside noise levels less than 65dB are acceptable for residential development. There is no known noise producing facilities in close proximity to the project area. The closest noise producing facility is the Yellowstone Regional Airport. Through a review of the most recent Yellowstone Regional Airport Layout Plan I was able to

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller
Stan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R. Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

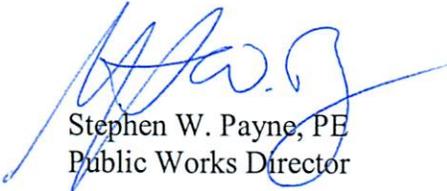
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discern that the 65 dB contour line is located 810' from the project area. The 65 DNL noise contour was developed utilizing the Integrated Noise Model 6.1 and the projected aviation activity levels the future/ultimate case: Year 2021. Consequently, I believe that the residential development as proposed by the Mountain Spirit for Humanity Infrastructure Project, complies with the HUD Noise Sensitivity Standards.

5. In accordance with HUD standards for Acceptable Separation Distance for Buildings and People from Explosive and Flammable Operations a review of the surrounding area of the Mountain Spirit for Humanity Infrastructure Project was completed. The project area is within 2700 feet of the Blakeman Propane Tank Farm (see attached map) which has Four (4) 30,000 gallon propane tanks located on site. I assumed worst case scenario that all tanks explode at once. According to HUD Charts for Acceptable Separation Distances I looked at Fire Width, Blast-Overpressure for Building Occupants and outdoor unprotected facilities, and Acceptable Separation Distances for Buildings and People regarding thermal radiation. The proposed site complies with all required distances (see attached charts).

Please let me know you need any further information.

Sincerely,

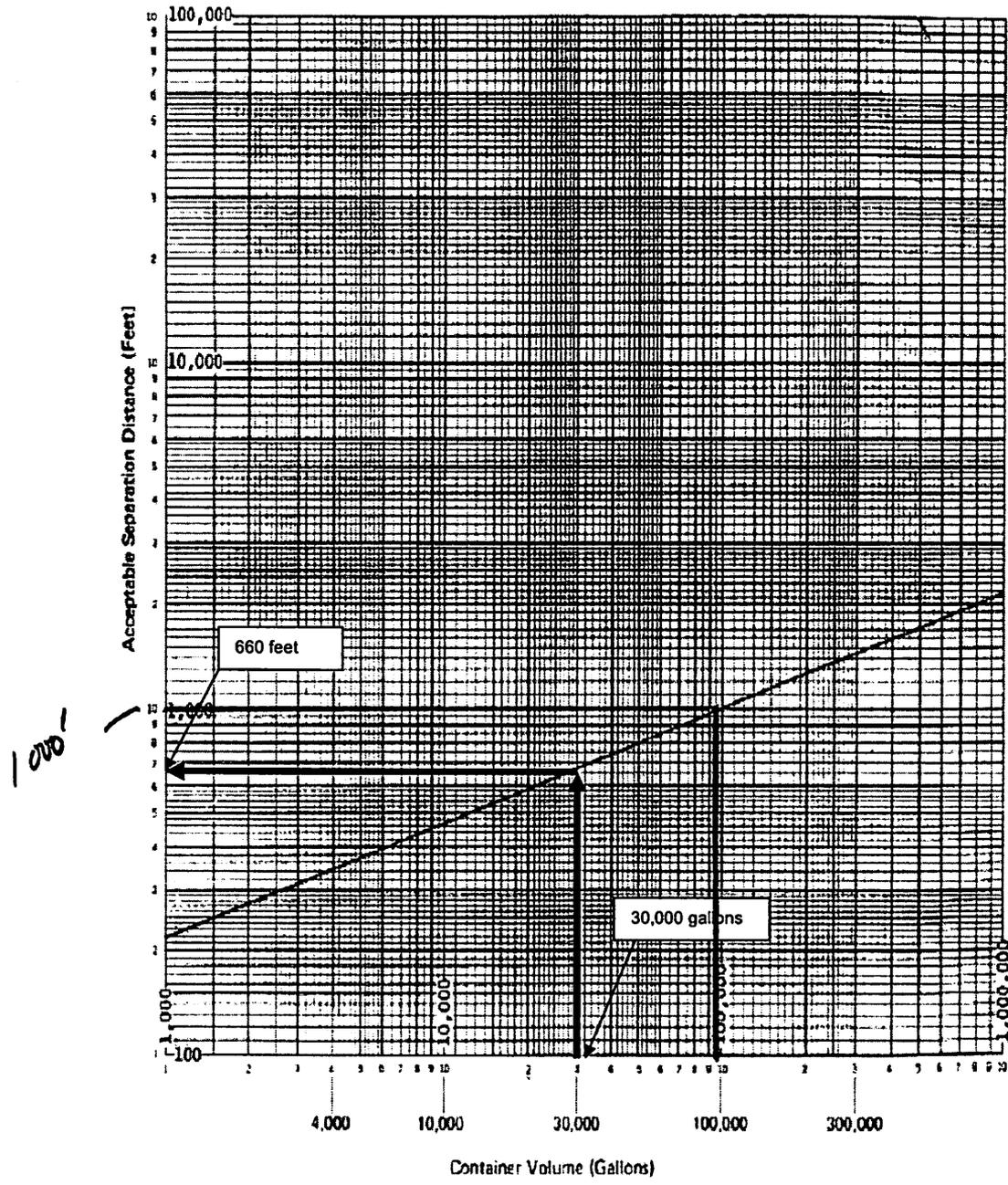


Stephen W. Payne, PE
Public Works Director

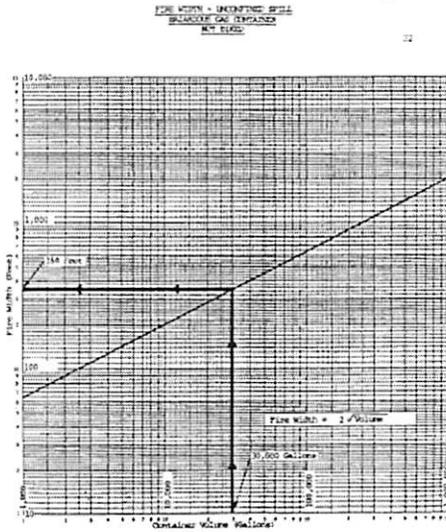
En: Map, Charts

Cc: Mountain Spirit Habitat for Humanity File

Figure 3: Acceptable Separation Distance calculation for Buildings (Blast-Overpressure), Building Occupants and outdoor unprotected facilities



(Source: HUD Handbook, "Urban Development Siting With Respect to Hazardous Commercial/Industrial



$$2\sqrt{vol} = 2\sqrt{76000} = 619.68$$

Facilities.")

Figure 2

ADAPTABLE OPERATIONAL CRITERIA
FOR SITES AND COMPANIES
EMPLACED

33

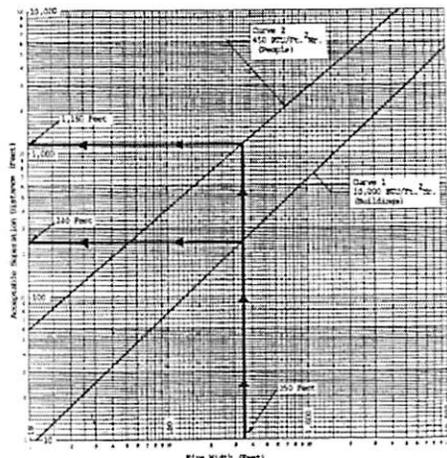


Figure 2

[49 FR 5105, Feb. 10, 1984; 49 FR 12214, Mar. 29, 1984]

Subpart D—Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields

Authority: Sec. 2, Housing Act of 1949, as amended, 42 U.S.C. 1441, affirmed by sec. 2, HUD Act of 1969, Pub. L. 90-448; sec. 7(d), HUD Act of 1965, 42 U.S.C. 3535(d); OMB, Fed'l Mgmt. Cir. 75-2: Compatible Land Uses At Federal Airfields.

Source: 49 FR 880, Jan. 6, 1984, unless otherwise noted.

§ 51.300 Purpose.

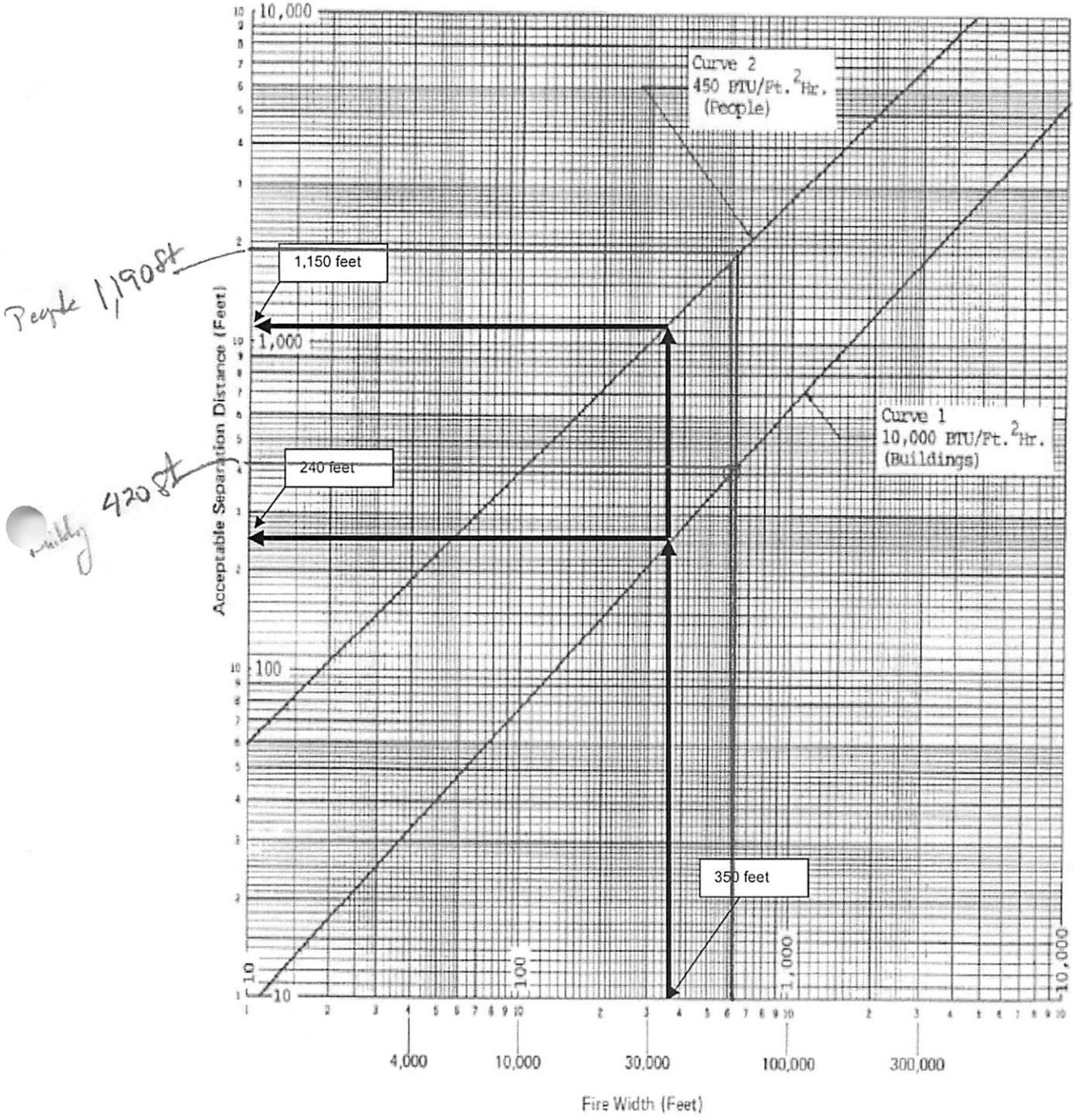
It is the purpose of this subpart to promote compatible land uses around civil airports and military airfields by identifying suitable land uses for Runway Clear Zones at civil airports and Clear Zones and Accident Potential Zones at military airfields and by establishing them as standards for providing HUD assistance, subsidy or insurance.

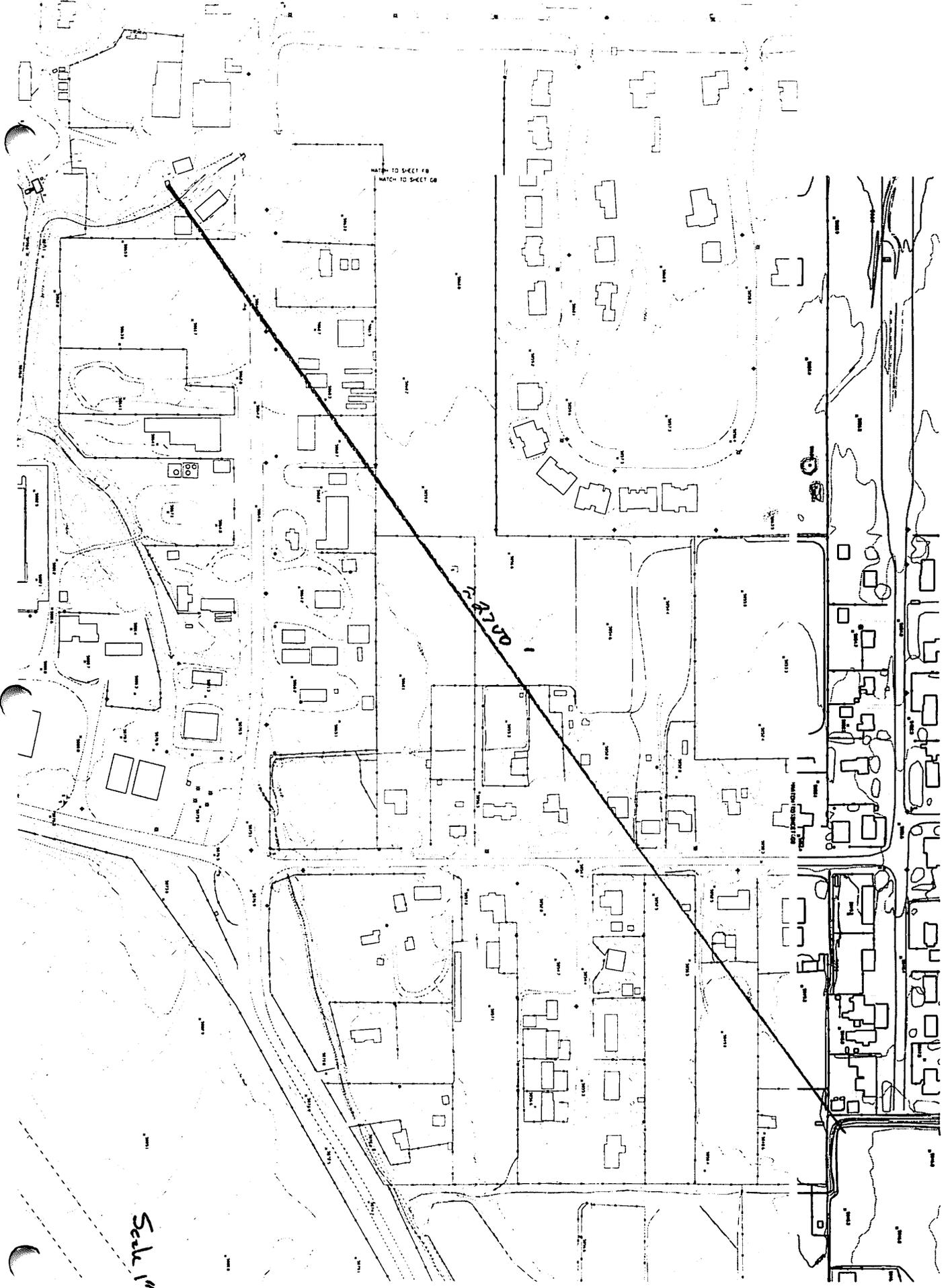
[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.301 Definitions.

For the purposes of this regulation, the following definitions apply:

Figure 2: Acceptable Separation Distance Calculation for Buildings and People (Thermal Radiation)





MATCH TO SHEET FB
MATCH TO SHEET GB

27,270

Scale 1" = 300'

COPY

August 8, 2013

Mr. Stephen W. Payne, Public Works Director
City of Cody
PO Box 2200
Cody, WY 82414

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Mr. Payne:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review. Part of this review requires the City to determine whether or not the area to be improved is within or adjacent to important farmland.

In addition, I would appreciate it if you would address whether or not this activity is suitable for its proposed location and also whether or not this location would adversely impact low income or minority populations.

Further, please address whether or not this project would involve the development of noise sensitive uses.

Lastly, please address whether or not this project will expose neither people nor buildings to hazards such as above ground explosive or flammable fuels or chemical containers according to HUD publication, "Siting of HUD-Assisted Projects Near Hazardous Facilities – Appendices F & G.

A description of the project is as follows.

To complete the installation of infrastructure in an affordable housing subdivision currently being built in Cody, Wyoming by Mountain Spirit Habitat for Humanity, Inc. (MSHFH). The infrastructure includes 639 linear feet of 6" PVC Class 150 Pipe, 3-6" valves, 2 hydrants, 466 linear feet of 8" sewer pipe, 2 sanitary sewer manholes, 1000 linear feet shallow utilities, excavation of 1550 cubic yards, 737 cubic yards of pit run base, 5158 cubic yards of crushed base, 541 tons of Hot Plant Mix Type II (3/4"), 70 tons of AC PG 58-28, 1810 linear feet of curb and gutter, 7240 square feet of sidewalks, 6 ADA wheel chair ramps, electrical fees, water tap fees, 715 linear feet 15" PVC Canal drainage pipe, 2 storm drainage basins and 80 linear feet of storm drainage pipe 15" RCP.



Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller
Tan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

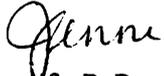
Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
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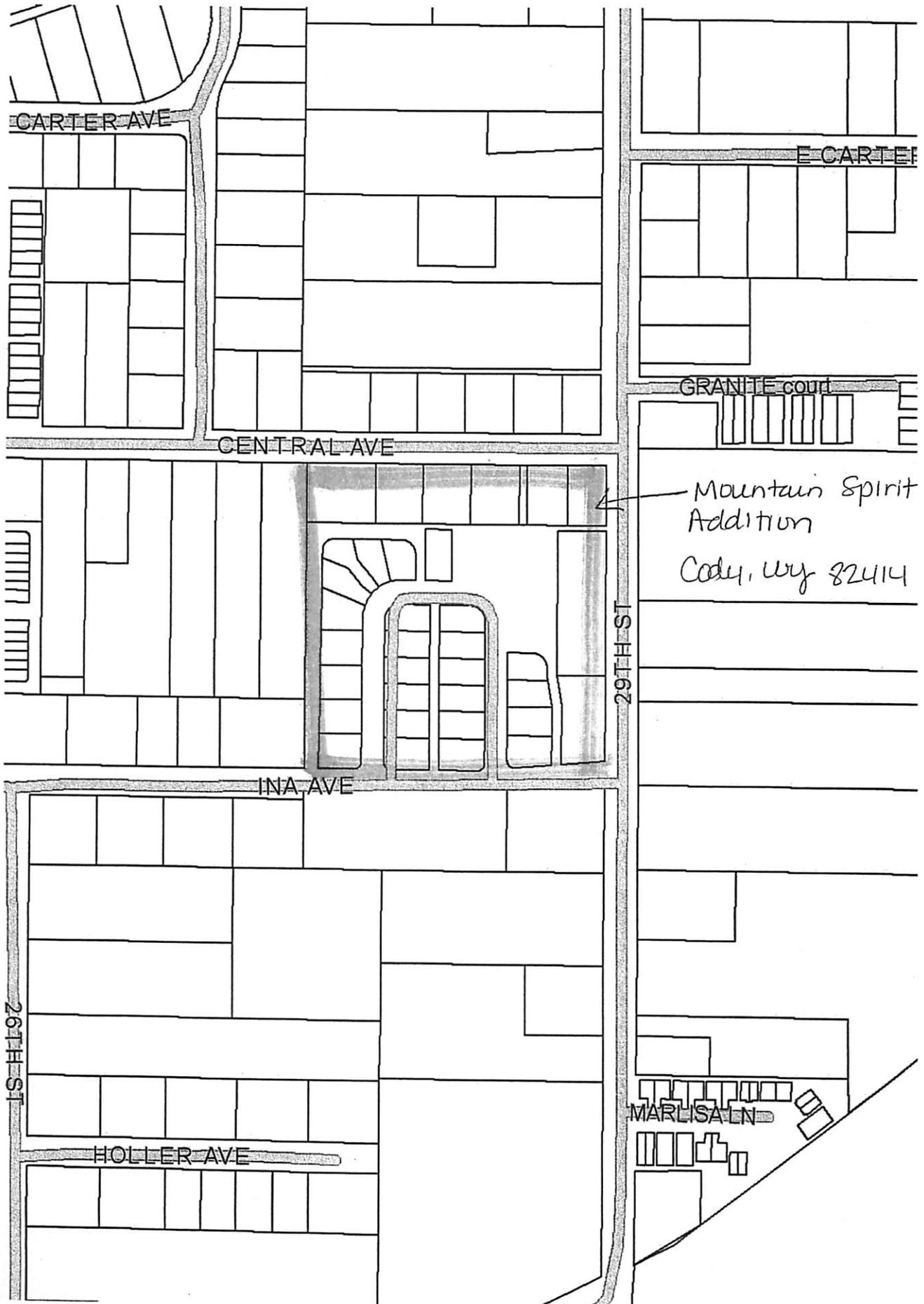
If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,



Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity





Jenni Rosencranse <jennir@cityofcody.com>

Grant Request Information

1 message

Bob Hooper <bobh@flyyra.com>

Mon, Aug 12, 2013 at 12:15 PM

To: Jenni Rosencranse <jennir@cityofcody.com>

Jenni, I have reviewed the information you sent regarding the Business Council Grant for the Habitat for Humanity Project. The area in question is not included in any of the Airport protection areas. Thanks

Bob Hooper, C.M.

Manager

Yellowstone Regional Airport

P.O. Box 2748 / Cody, WY 82414 / 307-587-5096 x5 / 307-899-1025 c



Jenni Rosencranse <jennir@cityofcody.com>

FW: Accident Potential Zone (APZ)

1 message

Bob Hooper <bobh@flyyra.com>

Mon, Aug 12, 2013 at 2:41 PM

To: Jenni Rosencranse <jennir@cityofcody.com>, Steve Payne <spayne@cityofcody.com>

Jenni and Steve, after reviewing this information it appears this does not apply to us. The property in question is NOT in the Runway Protection Zone so you should be good to go. Thanks

Bob Hooper, C.M.

Manager

Yellowstone Regional Airport

P.O. Box 2748 / Cody, WY 82414 / 307-587-5096 x5 / 307-899-1025 c

From: John.Sweeney@faa.gov [mailto:John.Sweeney@faa.gov]**Sent:** Monday, August 12, 2013 2:34 PM**To:** Bob Hooper**Subject:** Accident Potential Zone (APZ)

Bob,

Looks like the APZ is the military equivalent of the RPZ. Although it is larger in size, my understanding is that it is only applicable at Military facilities. I have attached a pdf I found outlining the differences. Since you are not a military facility, the APZ shouldn't apply for you. Let me know if you need some more specifics.

Thanks,

John Sweeney
Community Planner
FAA-Denver Airports District Office
303-342-1263
Fax-303-342-1260

2 attachments **huddoc.pdf**
96K **_Certification_.htm**

Fact Sheet #D1

Siting HUD-Assisted Projects in Accident Potential Zones

Military Airfields and Civilian Airports

A. Where does the regulation apply?

- Civilian, commercial service airports designated in the National Plan of Integrated Airport Systems (NPIAS).
 - Available at http://www.faa.gov/airports_airtraffic/airports/planning_capacity/npias/reports/
- All military air installations.

Authority: 24CFR 51 Subpart D

Purpose: Promote compatible land uses at air fields, define standards for providing HUD assistance, and notify buyers of potential safety and airport acquisition.

Basic Rule: HUD policy is not to provide any assistance to projects and actions in Runway Protection, Accident Potential, or Clear Zones unless the project is not to be frequently used or occupied by people. HUD-assisted buyers of such properties shall be notified of the implications and limitations of the site.

B. What is the area of concern?

- The area at each end of the runway(s) where aircraft accidents are most likely to occur. Civilian aviation calls it the Runway Protection Zone (RPZ), and the military services call it the Accident Potential Zone (APZ).
- The dimensions of the RPZs or APZs are in their respective guides (military: DODI 4165.57, civilian: Airport Design Advisory Circular 150/5300-13).
 - 2,500 feet is the RPZ maximum length in the airport design advisory circular.
 - 15,000 feet is the APZ maximum length at military air installations.
- Existing airports should include planned expansions at least ten years into the future.

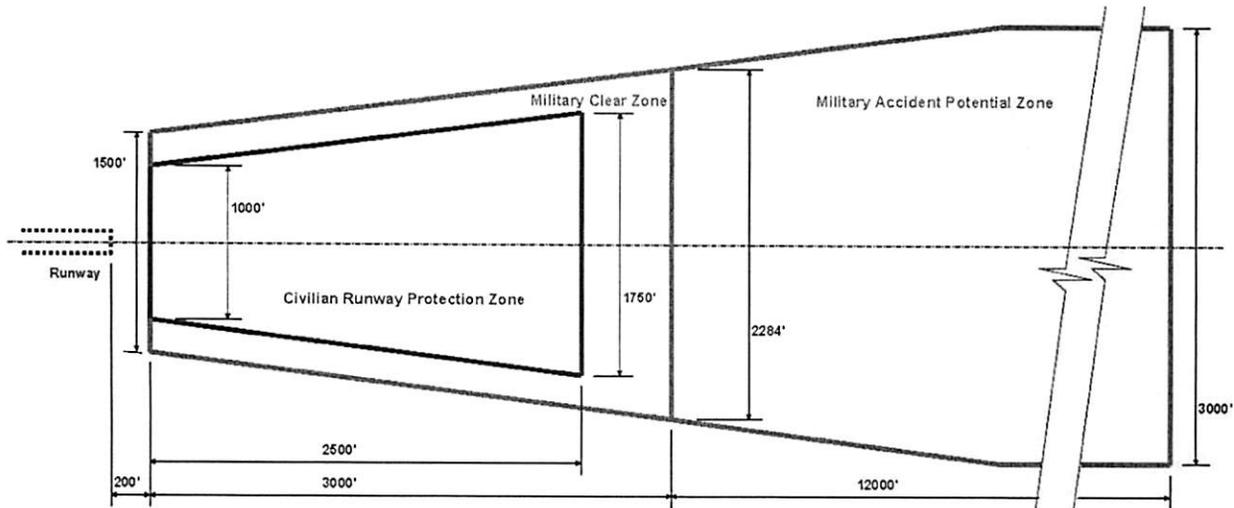
C. What is the process for compliance?

1. Locate the site on a map of the vicinity.
2. Determine if there is an airfield within 15,000 feet of the subject property.
3. **If NO**, the assessment is done. Document findings in the Environmental Review Record (ERR).
4. **If YES**, determine if it is civilian or military and go to Step 5.
5. Look at the runway configuration. Is the property within 15,000 feet (military) or 2,500 feet (civilian) of the end of the runway?
6. Contact the airport manager.
 - Confirm your determination of the property's relationship to the RPZ/APZ.
 - Are there plans to expand the runway or the airport which would change the current RPZ/APZ at least ten years into the future? (This concern is in the notification requirements under 51.303(a)(3).)
7. Contact the appropriate FAA Airports District Office (per 51.305(b)).
8. Confirm your determination of the property's relationship to the RPZ/APZ. Go to Step 9.
9. **If the site IS NOT** in a Runway Protection or Accident Potential Zone, the assessment is done. Document findings in the ERR.
10. **If the site IS** in a Runway Protection or Accident Potential Zone, notify the buyer of the implication of the location. (They must sign a statement of acknowledgement of the information. Use the standard notification form.) Document findings and file the signed acknowledgement in the ERR.

Fact Sheet #D1

Siting HUD-Assisted Projects in Accident Potential Zones Military Airfields and Civilian Airports

Figure RPZ1—Significant Dimensions and Comparison of Civilian to Military Zones



Airport Type	Runway Protection Zone/Clear Zone Length	Runway Protection Zone/Clear Zone Inner Width	Runway Protection Zone/Clear Zone Outer Width	Accident Potential Zone Length	Accident Potential Zone Inner Width	Accident Potential Zone Outer Width
Civilian	2,500'	1,000'	1,750'	NA	NA	NA
Military	3000'	1,500'	2,284'	12,000'	2,284'	3,000'

For Your Information:

The 517 Commercial Service Airports account for:

- 100% of Commercial Service enplanements
- 22% of General Aviation aircraft and
- 74% of NPIAS costs.

65% of the U.S. population lives within 20 miles of these airports

Source: National Plan for Integrated Airport Systems, (2007-2011)

August 8, 2013

Mr. Bob Hooper
Yellowstone Regional Airport
PO Box 2748
Cody, WY 82414

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Bob:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the project is within a FAA-designated civilian airport Runway Clear Zone, a Runway Protection Zone, an Accident Potential Zone or an Approach Protection Zone.

The property is located in Cody, WY and is identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision. A description of the project is as follows:

To complete the installation of infrastructure in an affordable housing subdivision currently being built in Cody, Wyoming by Mountain Spirit Habitat for Humanity, Inc. (MSHFH). The infrastructure includes 639 linear feet of 6" PVC Class 150 Pipe, 3-6" valves, 2 hydrants, 466 linear feet of 8" sewer pipe, 2 sanitary sewer manholes, 1000 linear feet shallow utilities, excavation of 1550 cubic yards, 737 cubic yards of pit run base, 5158 cubic yards of crushed base, 541 tons of Hot Plant Mix Type II (3/4"), 70 tons of AC PG 58-28, 1810 linear feet of curb and gutter, 7240 square feet of sidewalks, 6 ADA wheel chair ramps, electrical fees, water tap fees, 715 linear feet 15" PVC Canal drainage pipe, 2 storm drainage basins and 80 linear feet of storm drainage pipe 15" RCP.

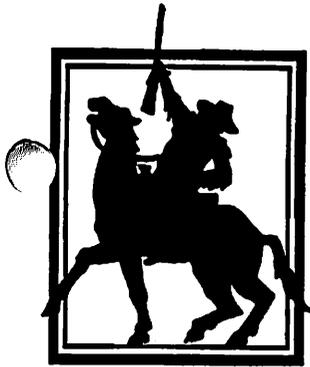
Your quick response to this request is appreciated. If you need any further information, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,



Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity



CITY OF CODY
WYOMING

Nancy Tia Brown
MAYOR

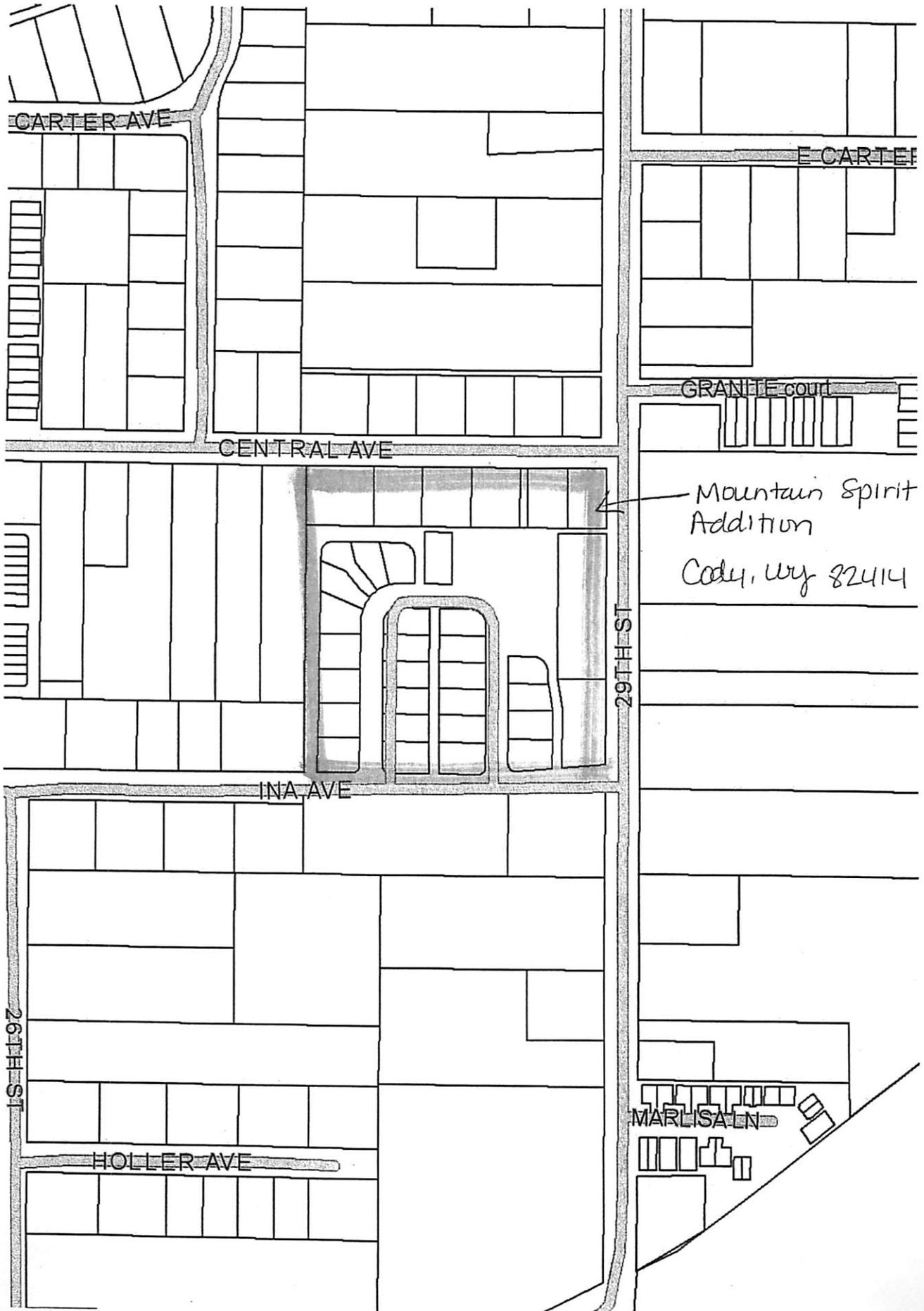
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Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Matthew H. Mead, Governor

Todd Parfitt, Director

August 19, 2013

Jennifer R. Rosencranse
City Administrator
City of Cody
P.O. Box 2200
Cody, WY 82414

RE: Environmental Review – Mountain Spirit Addition

Dear Ms. Rosencranse:

Congratulations on receiving a grant for your project. The Wyoming DEQ Land Quality Division has no known concerns about the above property. However, you might wish to contact other Divisions of DEQ or other state or federal agencies, regarding their specific knowledge of your site. Regarding the EPA's information, you are welcome to contact them directly for information they may have.

Sincerely,

Nancy Nuttbrock
Deputy Director, Department of Environmental Quality
Administrator, Land Quality Division

NN/kp



August 8, 2013

Wyoming Department of Environmental Quality
Administrator Nancy Nuttbrock
Land Quality Division, Herschler Building
122 W. 25th Street
Cheyenne, WY 82002

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Ms. Nuttbrock:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the property is free of toxic chemicals and gases, hazardous materials, contamination, and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property. I would appreciate it if you would check the EPA's Comprehensive Environmental Response, Compensation and Liability Act CERCLIS listing to determine whether or not there are any known hazardous/toxic wastes sites located on or near this property.

The property is located in Cody, WY and is identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision. A description of the project is as follows:

To complete the installation of infrastructure in an affordable housing subdivision currently being built in Cody, Wyoming by Mountain Spirit Habitat for Humanity, Inc. (MSHFH). The infrastructure includes 639 linear feet of 6" PVC Class 150 Pipe, 3-6" valves, 2 hydrants, 466 linear feet of 8" sewer pipe, 2 sanitary sewer manholes, 1000 linear feet shallow utilities, excavation of 1550 cubic yards, 737 cubic yards of pit run base, 5158 cubic yards of crushed base, 541 tons of Hot Plant Mix Type II (3/4"), 70 tons of AC PG 58-28, 1810 linear feet of curb and gutter, 7240 square feet of sidewalks, 6 ADA wheel chair ramps, electrical fees, water tap fees, 715 linear feet 15" PVC Canal drainage pipe, 2 storm drainage basins and 80 linear feet of storm drainage pipe 15" RCP.

Your quick response to this request is appreciated. If you need any further information, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,



Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity



CITY OF CODY
WYOMING

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MAYOR

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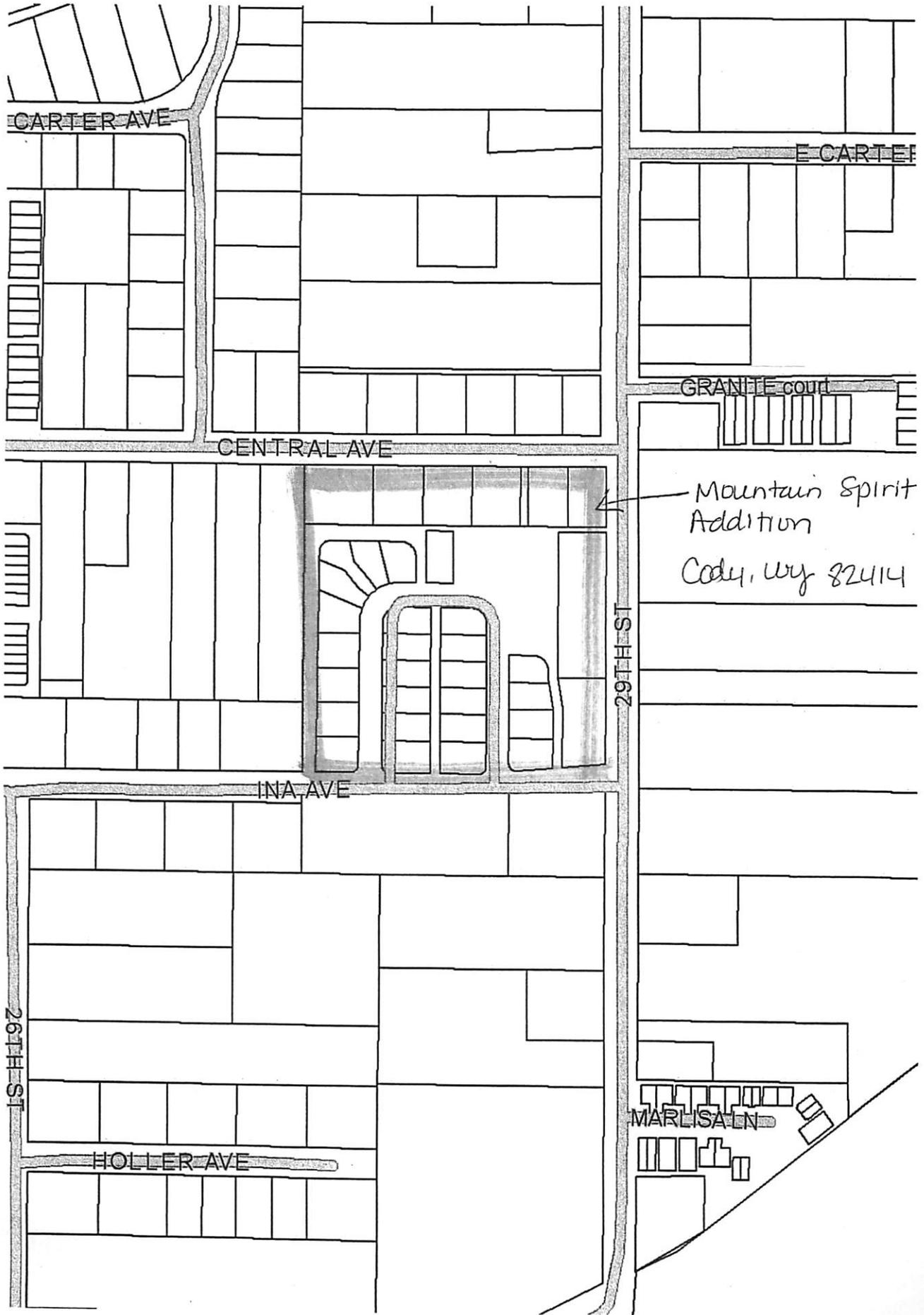
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

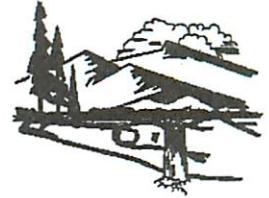
1338 Rumsey Avenue
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Department of Environmental Quality



To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.

Matt Mead, Governor

Todd Parfitt, Director

August 22, 2013

Jennifer Rosencranse, City Administrator
City of Cody
P.O. Box 2200
Cody, WY 82414

**RE: City of Cody General
Permitting Requirements**

Dear Ms. Rosencranse:

Regarding your 8/6/13 letter requesting a compliance determination for the Mountain Spirit Habitat for Humanity Infrastructure project, the Air Quality Division has no concerns at this time and will not require any permitting. In order to maintain compliance with our general opacity and public nuisance standards, however, the contractor should be advised to minimize fugitive dust emissions during construction. This normally includes watering access roads and staging areas, particularly during dry, windy conditions. The burning of waste materials is prohibited without specific authorization from the Air Quality Division. This project is not located in the vicinity of an area where known violations of ambient air quality standards have occurred.

Please be aware that Chapter 3, Section 8 regarding renovation or demolition involving materials suspect for asbestos may apply to this project. Changes to building finishes, demolition of buildings, or tie-ins to water and sewer lines may disturb asbestos-containing material. Prior to commencement of the project, an asbestos inspection is strongly recommended. Please contact Linda DeWitt, Asbestos program Coordinator at (307) 777-7394 or Robert Rodriguez, Asbestos Inspector at (307) 777-7584 for further information.

Please call me at 307-332-6755 or email at greg.meeker@wyo.gov if you have questions concerning this matter.

Sincerely,

Greg Meeker
District 4 Engineer
Air Quality Division





Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller
Jan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

August 6, 2013

Wyoming Department of Environmental Quality
Administrator Steven Dietrich
Air Quality Division
Herschler Building
122 W. 25th Street
Cheyenne, WY 82002

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Mr. Dietrich:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the area to be improved is located within an "attainment" area, or if it is within a "non-attainment" area, conforms to the EPA approved State Implementation Plan (SIP), per contact with the State Air Quality Management District or Board, and that this project requires no individual NESHAP permit or notification.

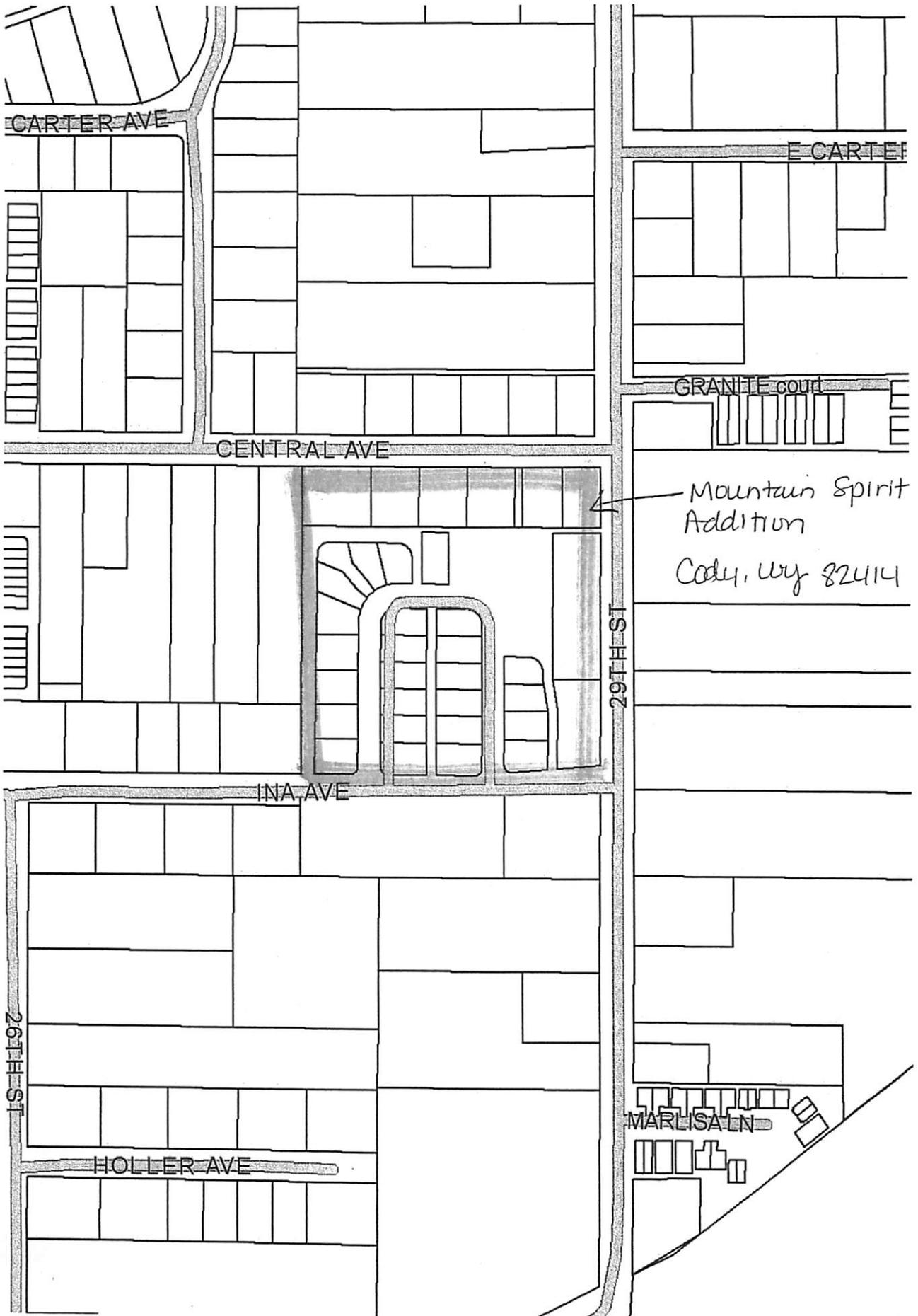
I am requesting a response indicating the status of the location of this particular project. The property is located in Cody, WY and is more specifically identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision.

Your quick response to this request is appreciated. If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,

Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity





WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

GOVERNOR
MATTHEW H. MEAD

DIRECTOR
SCOTT TALBOTT

COMMISSIONERS
MIKE HEALY – President
RICHARD KLOUDA – Vice President
MARK ANSELM
AARON CLARK
KEITH CULVER
T. CARRIE LITTLE
CHARLES PRICE

August 14, 2013

WER 4511.15
City of Cody
NEPA Review
Community Development Block Grant Funding
Mountain Spirit Habitat for Humanity Infrastructure Project
Park County

Jennifer R. Rosencranse
City Administrator
City of Cody Wyoming
1338 Rumsey Avenue
PO Box 2200
Cody, WY 82414

Dear Ms. Rosencranse:

The staff of the Wyoming Game and Fish Department has reviewed the NEPA review concerning the Community Development Block Grant Funding for the Mountain Spirit Habitat for Humanity Infrastructure Project submitted by the City of Cody in Park County. We do not anticipate any impacts to State Trust wildlife species or their habitats as a result of implementation of this project.

Thank you for the opportunity to comment.

Sincerely,



Mark Konishi
Deputy Director

MK/mf/gb

cc: USFWS



August 6, 2013

Wyoming Game and Fish Department
Attn: Mary Flanderka or Gwen Booth
5400 Bishop Blvd
Cheyenne, WY 82002

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Ms. Flanderka or Booth:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the area to be improved will have "no effect" or "is not likely to adversely affect" any federally protected (listed or proposed) Threatened or Endangered Species.

I am requesting a response indicating the status of the location of this particular project. The property is located in Cody, WY and is more specifically identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision.

Your quick response to this request is appreciated. If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,

Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer

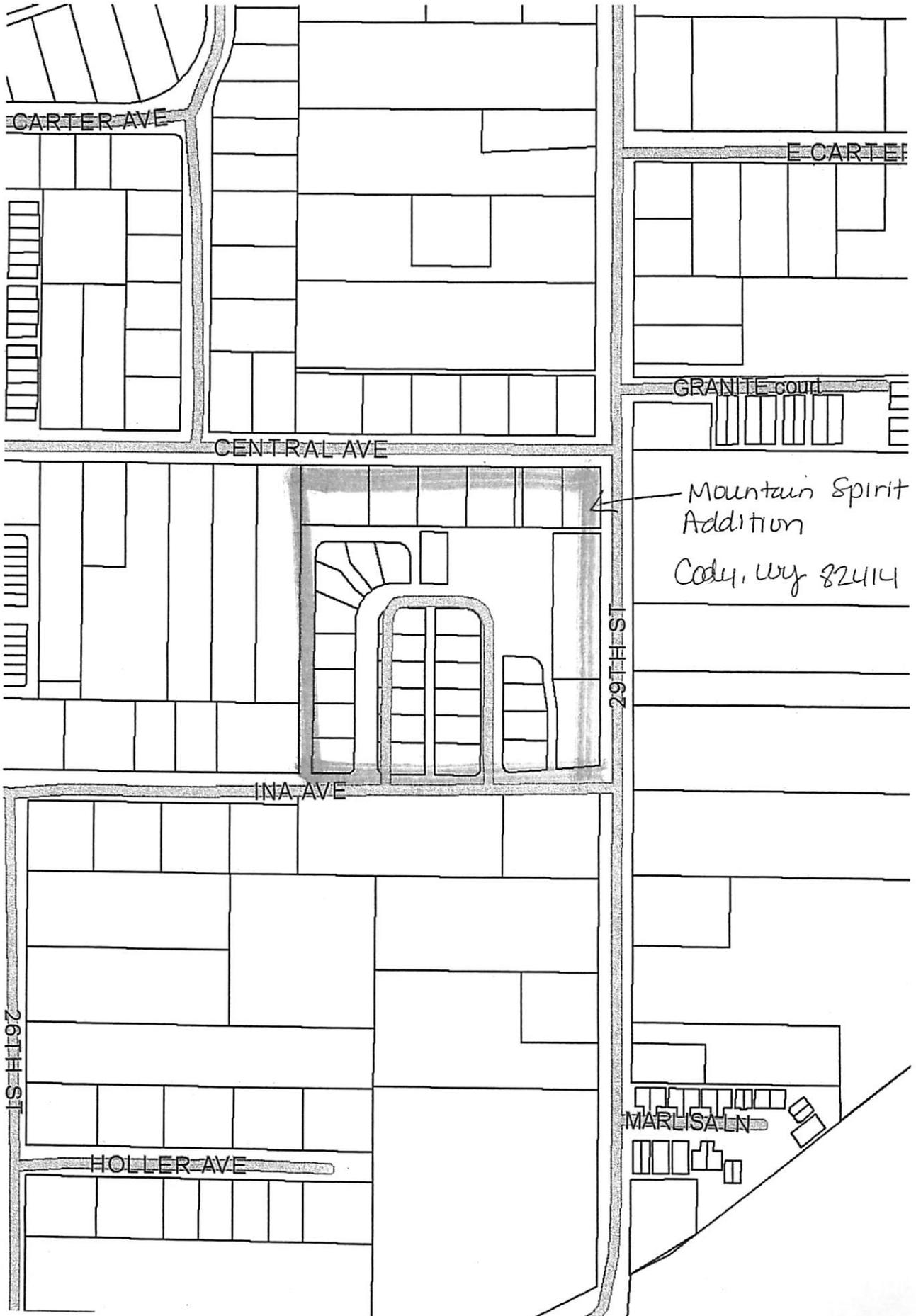
Steve Miller
Jan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532





August 6, 2013

Brian Kelly
US Fish and Wildlife Services
5353 Yellowstone Road, Suite 308 A
Cheyenne, WY 82009

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Mr. Kelly:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the area to be improved is within or adjacent to wetlands, marshes, wet meadows, mud flats, or natural ponds per field observation, a formal wetland delineation, and/or maps issued by the US Department of the Interior, Fish and Wildlife Service or the US Army Corps of Engineers.

I am requesting a response indicating the status of the location of this particular project. The property is located in Cody, WY and is more specifically identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision.

Your quick response to this request is appreciated. If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,

Jennifer R. Rosencrance
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller
Stan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencrance
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

U.S. FISH AND WILDLIFE SERVICE

Based on the information provided, you may consider this project to be in compliance with the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. The project should be reanalyzed by our office if any new information indicates there may be effects to protected species or their habitats.

Date: 8-13-13 Signature:

Deputy Field Supervisor
U.S. Fish and Wildlife Service - Wyoming ES Office
5353 Yellowstone Road, Suite 308A
Cheyenne, WY 82009
Phone: (307) 772-2374
Fax: (307) 772-2358

Ret: WY13CPA0272



CITY OF CODY
WYOMING

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller
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Jennifer R Rosencranse
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P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

August 6, 2013

Brian Kelly
US Fish and Wildlife Services
5353 Yellowstone Road, Suite 308 A
Cheyenne, WY 82009

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Mr. Kelly:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the area to be improved is within one mile of a listed Wild and Scenic River, or that the project proposed will have no effects on the natural, free flowing, and/or scenic qualities of a river segment in the National Wild and Scenic Rivers system.

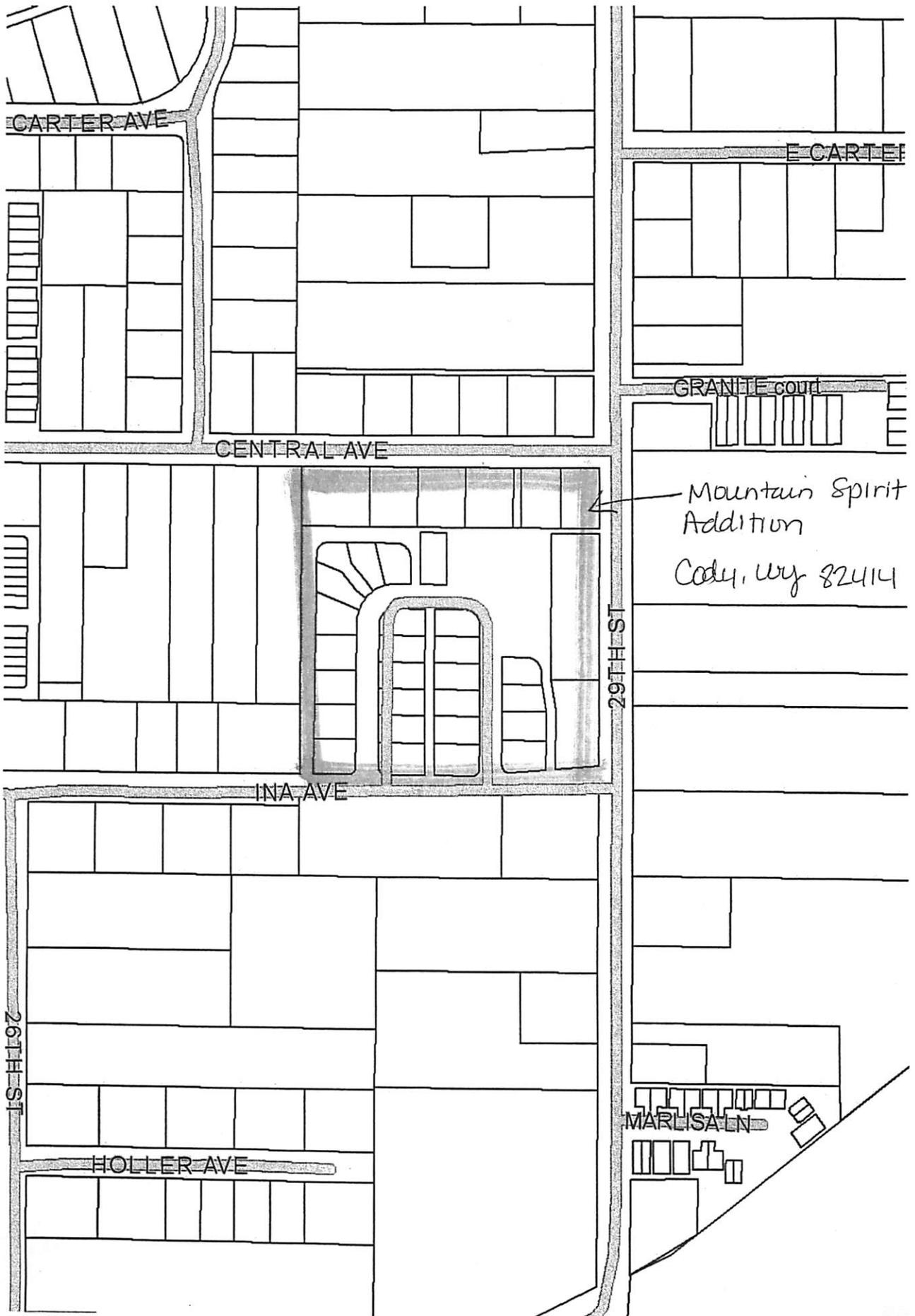
I am requesting a response indicating the status of the location of this particular project. The property is located in Cody, WY and is more specifically identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision.

Your quick response to this request is appreciated. If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,

Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity





Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
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COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
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August 6, 2013

Brian Kelly
US Fish and Wildlife Services
5353 Yellowstone Road, Suite 308 A
Cheyenne, WY 82009

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Mr. Kelly:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the area to be improved is within or adjacent to wetlands, marshes, wet meadows, mud flats, or natural ponds per field observation, a formal wetland delineation, and/or maps issued by the US Department of the Interior, Fish and Wildlife Service or the US Army Corps of Engineers.

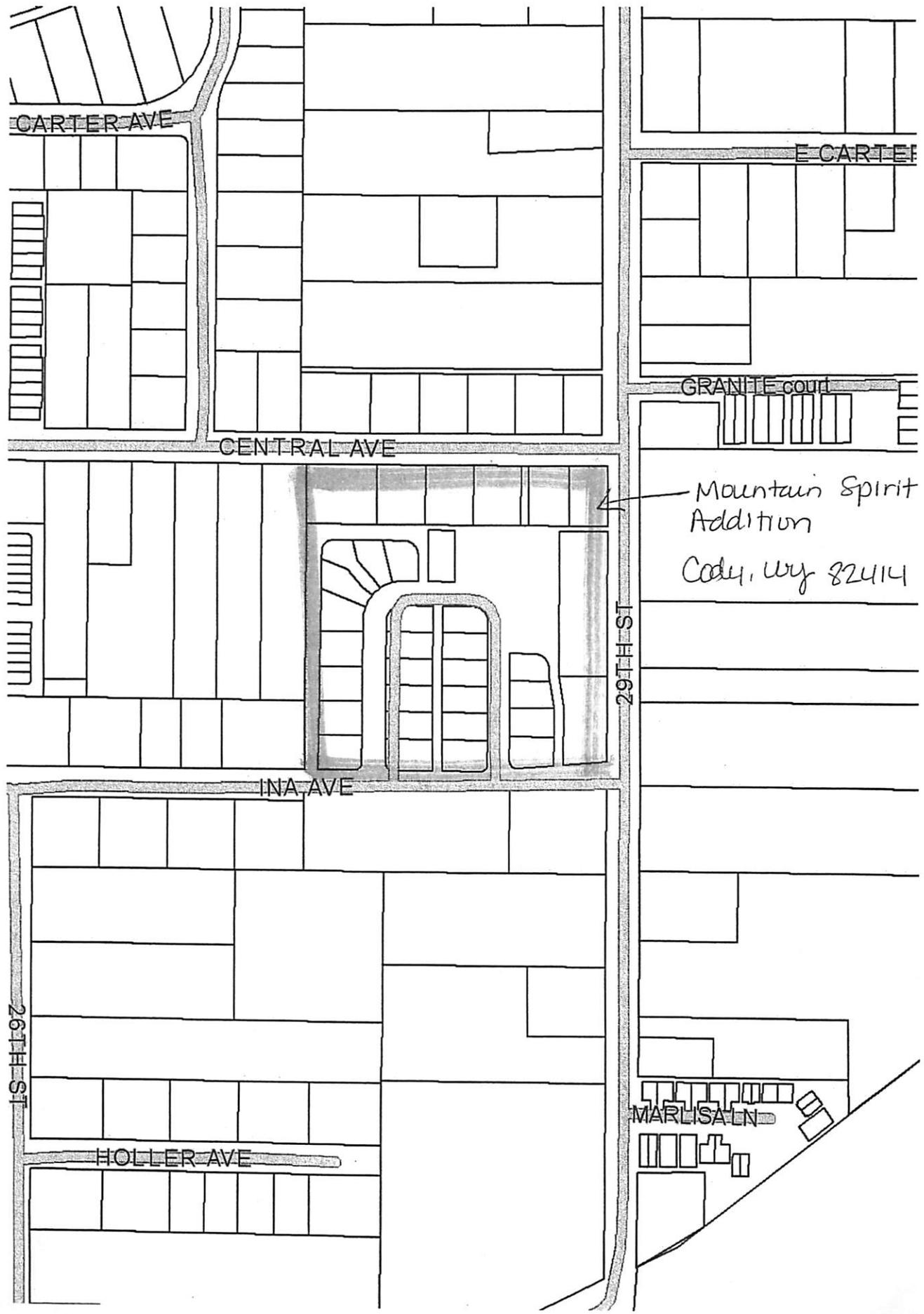
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Your quick response to this request is appreciated. If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,

Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity





Jenni Rosen crane <jennir@cityofcody.com>

(no subject)

2 messages

Campbell, Darcy <Campbell.Darcy@epa.gov>
To: "jennir@cityofcody.com" <jennir@cityofcody.com>

Mon, Sep 9, 2013 at 2:06 PM

Hi, Jenni, Mike Wireman asked me to take care of this but I don't have the attachment. I believe it has to do with Sole Source Aquifers. Could you sent the attachment to me? Mike is out of the office.

There are no Sole Source Aquifers near Cody, Wyoming. You can see a map at this web page:

<http://www2.epa.gov/region8/sole-source-aquifer-program>

Please call or email me if any questions.

Darcy Campbell

Hydrogeologist

Watershed and Aquifer Protection Unit

USEPA Region 8

1595 Wynkoop St.

Denver CO 80202

303-312-6709

campbell.darcy@epa.gov

Darcy -could you please reply to jenny and either confirm that there is no SSA near Cody -or if there is please let her know.

thanks

mike

9/9/13

City of Cody Mail - (no subject)

From: Jenni Rosencranse <jennir@cityofcody.com>
Sent: Friday, September 06, 2013 10:16 AM
To: Wireman, Mike
Subject: Environmental Review Request for Information from the EPA

Mike,

Thank you for your call this morning. I have attached the letter we visited about and would appreciate you forwarding it on to Darcy Campbell as we discussed.

If either of you have any questions, please feel free to contact me. Thank you for your assistance. Your quick response will be greatly appreciated.

Best,

—

Jenni

Jennifer R. Rosencranse

City Administrator

City of Cody

PO Box 2200

Cody, WY 82414

307-527-3462

All City of Cody electronic correspondence and attachments may be subject to public disclosure.

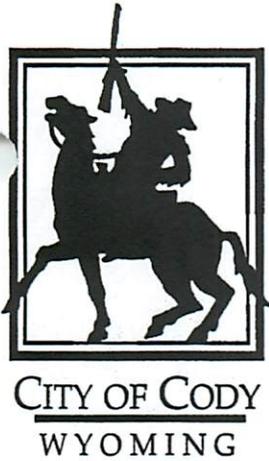
Jenni Rosencranse <jennir@cityofcody.com>

To: "Campbell, Darcy" <Campbell.Darcy@epa.gov>

Mon, Sep 9, 2013 at 2:16 PM

This should be all that I need! Thank you very much!

[Quoted text hidden]



8.20.13 Mike Wireman dm.
303.312.6719

9.4.13 @ 10:14 am left msg.

9.6.13 Darcy Campbell - Sole Source Aquifer Program

wireman.mike@epa.gov

August 6, 2013

U.S. Environmental Protection Agency (EPA)
Region 8
80C-EISC
1595 Wynkoop Street
Denver, CO 80202-1129

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

To Whom It May Concern:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the area to be improved is not located within a U.S. Environmental Protection Agency (EPA) designated sole source aquifer watershed area per the EPA Ground Water Office or the project need not be referred to the EPA for evaluation according to the HUD-EPA (Region IX) Sole Source Aquifer Memorandum of Understanding of 1990.

I am requesting a response indicating the status of the location of this particular project. The property is located in Cody, WY and is more specifically identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision.

Your quick response to this request is appreciated. If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,

Jennifer R. Rosencranse
City Administrator

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller
Dan Wolz
COUNCIL MEMBERS

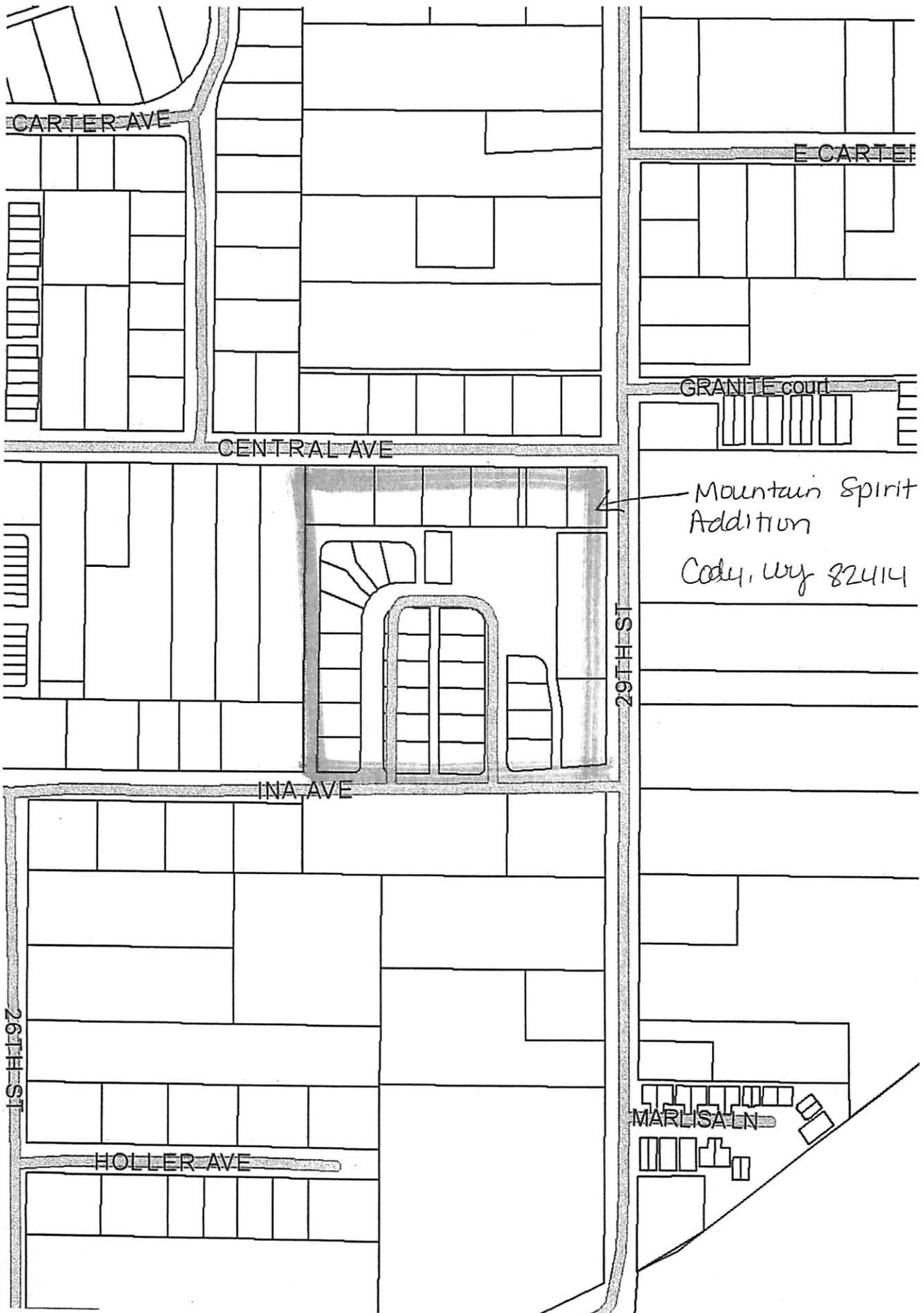
C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity





Jenni Rosencranse <jennir@cityofcody.com>

Environmental Review

Ginni Melton <ginni.melton@wyo.gov>
To: Jenni Rosencranse <jennir@cityofcody.com>

Tue, Sep 10, 2013 at 2:49 PM

Good Afternoon Ms. Rosencranse,

Please find the floodplain review attached. The project is not located in an SFHA, but I would still encourage the City of Cody to contact the local floodplain manager just to discuss impacts and ordinances.

Thank you!
Ginni

On Wed, Sep 4, 2013 at 10:24 AM, Ginni Melton <ginni.melton@wyo.gov> wrote:

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



City of Cody.docx
12K

September 10, 2013

Jennifer Rosencranse
1338 Rumsey Avenue
Cody, Wyoming 82414

RE: Wyoming Business Council Community Development Block Grant Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Ms. Rosencranse:

This is to confirm the receipt of your proposed project's activities and description of work from a letter dated August 6, 2013. The Wyoming Office of Homeland Security (WOHS) has completed its reviewed of the material and information.

The City of Cody requested a response on whether or not this project is located within the floodplain. This project is not located within a Special Flood Hazard Area (SFHA) according to the current effective maps from 2010. The panel of interest is 56029C2345D. As the NFIP Coordinator for the State, I highly recommend the City of Cody should work closely with local floodplain manager to determine the impacts of development, as well as any necessary building requirements found in the local floodplain ordinance. Please refer to the local floodplain manager to incorporate the best, and most relevant information into the assessment, and I encourage the maps to be assessed for any impacts that may occur.

This review process of these plans and specifications has been completed and if you need any further assistance please contact me at 307-777-4907.

Sincerely,

Ginni Melton

8.20.13 Lm @ 2:34 pm
9.4.13 ~~tm~~ emailed Kim &
Ginni



August 6, 2013

Emergency Management Agency (FEMA)
Wyoming Office of Homeland Security
Hershcler Bldg. 1st Floor East
122 W. 25th Street
Cheyenne, WY 82002

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Mr. Kim Johnson:

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the area to be improved is not within a 100 year floodplain identified by FEMA maps and does not involve a "critical action" within a 500 year floodplain.

I am requesting a response indicating the project is not within the floodplains as described above. The property is located in Cody, WY and is more specifically identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision.

Your quick response to this request is appreciated. If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,



Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity

Nancy Tia Brown
MAYOR

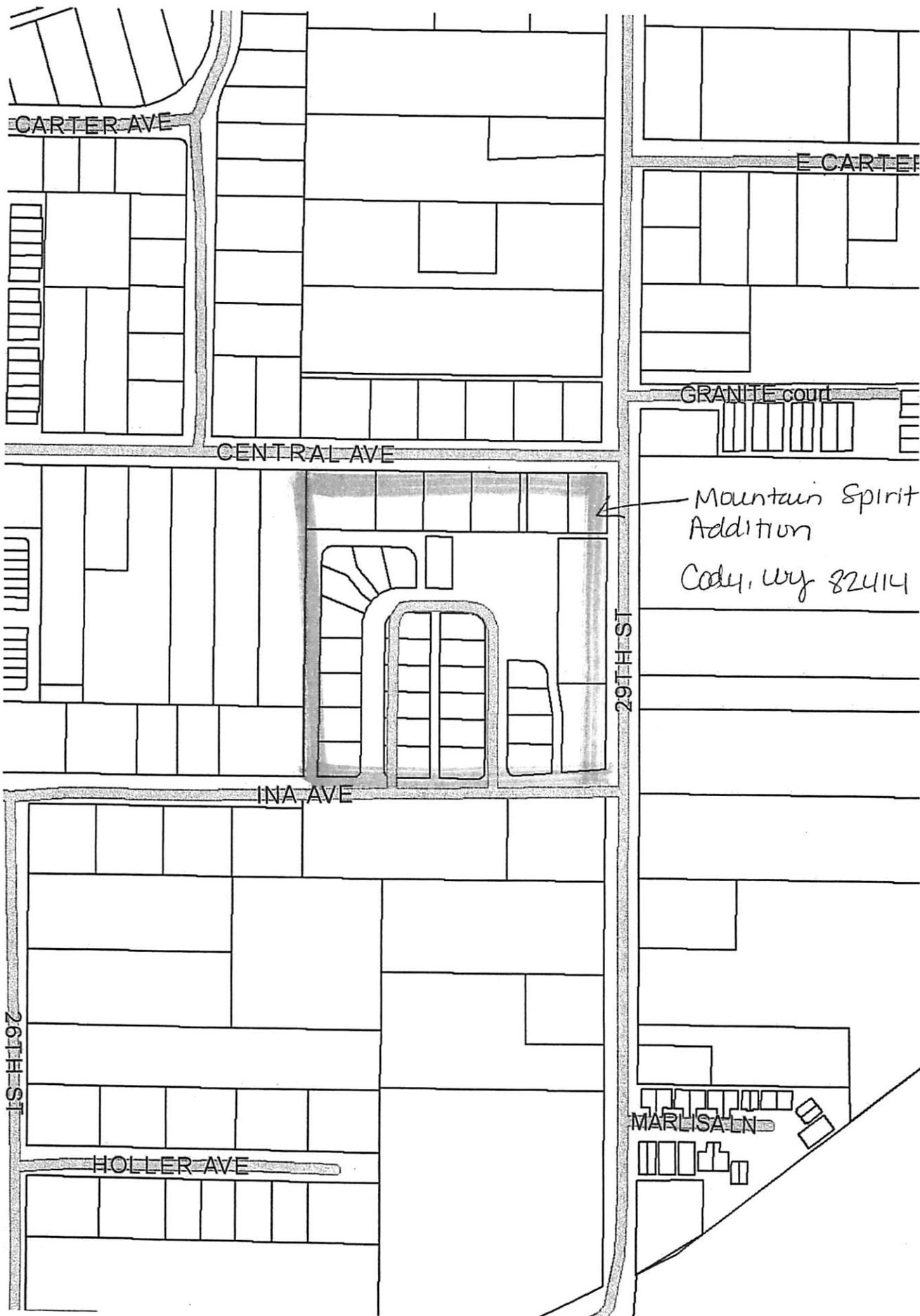
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C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532



Mountain Spirit
Addition
Cody, WY 82414



Department of Environmental Quality

To protect, conserve, and enhance the Quality of Wyoming's environment for the benefit of current and future generations



Matthew H. Mead, Governor

Todd Parfitt, Director

September 6, 2013

Ms. Jennifer Rosencranse
City Administrator
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

RE: Request for environmental review, Mountain Spirit Habitat for Humanity, Cody, Wyoming

Dear Ms. Rosencranse:

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (Department) has reviewed the City of Cody's (City) request for an environmental review of a Habitat for Humanity project located in Tracts 71-29, 71-30, and 71-31 of the Cody Heights Subdivision in Cody, Wyoming. The request for review, which was received August 23, 2013 describes the utility infrastructure project including a map, and description of the utilities proposed to be constructed such as water and sewer lines, asphalt, sidewalks, etc. The letter requested the Department's review of the Environmental Protection Agency (EPA) Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) listing to determine whether there are any known hazardous/toxic waste sites located on or near the project's chosen property.

The Department has reviewed the EPA CERCLIS public access database and has determined that there are 0 sites active or archived on or near the subject property. A printout of the search superfund site information is attached.

It is understood that a timely response was requested so that the City can move forward on this project. In the future, and in order to save time and reduce steps, the City may wish to perform the CERCLIS search themselves. The public database is easy to use and can be accessed at <http://www.epa.gov/superfund/sites/cursites/>.

If you have any other questions, please feel free contact me at 307-473-3462 or carol.stark@wyo.gov.

Sincerely,

Carol Stark, CHMM
Project Manager
Solid and Hazardous Waste Division
Permitting and Corrective Action

Encl: CERCLIS Database, EPA Superfund Search Results for Cody, Wyoming, active and archived

Cc.: Dale Anderson ☞ Park County File #75.015
Alan Edwards ☞ Dena Egenhoff ☞ Cheyenne Park County SHWD File #75.015
Charlie Plymale ☞ Lander Park County SHWD File #75.015
Jerry Breed, Voluntary Remediation Program

Herschler Building · 122 West 25th Street · Cheyenne, WY 82002 · <http://deq.state.wy.us>

ADMIN/OUTREACH (307) 777-7758 FAX 777-3610	ABANDONED MINES (307) 777-6145 FAX 777-6462	AIR QUALITY (307) 777-7391 FAX 777-5616	INDUSTRIAL SITING (307) 777-7369 FAX 777-6937	LAND QUALITY (307) 777-7756 FAX 777-5864	SOLID & HAZ. WASTE (307) 777-7752 FAX 777-5973	WATER QUALITY (307) 777-7781 FAX 777-5973
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http://cumulis.epa.gov/supercpad/cursites/srchrslt.cfm?start=1&CFID=11784188&CFTOKEN=14195721&
jsessionid=e030238872d530d1a3b2701f7c1063527918

Last updated on Monday, August 26, 2013



Superfund

You are here: [EPA Home](#) [Superfund](#) [Sites](#) [Superfund Information Systems Search](#)
Superfund Site Information

Search Superfund Site Information

Disclaimer:

The CERCLIS Public Access Database contains a selected set of "non-enforcement confidential" information and is updated by the regions every 90 days. The data describes what has happened at Superfund sites prior to this quarter (updated quarterly). This database includes lists of involved parties (other Federal Agencies, states, and tribes), Human Exposure and Ground Water Migration, and Site Wide Ready for Reuse, Construction Completion, and Final Assessment Decision (GPRa-like measures) for fund lead sites. Other information that is included has been included only as a service to allow public evaluations utilizing this data. Independent Quality Assessments may be made of this data by reviewing the [QAPP provided by this link](#).(PDF 29pp, 124K)

Search Results

Search Criteria:

Active vs. Archived:	Active What are active and archived sites?
City:	CODY
County:	WYOMING
Region(s):	08

Found **0** site(s) that match your search criteria listed above.

To conduct another search, return to the [Search Superfund Site Information](#) page or request a **Customized SIS Report**.

[OSWER Home](#) | [Superfund Home](#)

URL: <http://cumulis.epa.gov>

This page design was last updated on Tuesday, December 06, 2011

Content is dynamically generated by ColdFusion

http://cumulis.epa.gov/supercpad/cursites/srchrslt.cfm?start=1&CFID=11784188&CFTOKEN=14195721&
jsessionid=e030238872d530d1a3b2701f7c1063527918

Last updated on Monday, August 26, 2013



Superfund

You are here: [EPA Home](#) [Superfund](#) [Sites](#) [Superfund Information Systems Search](#)
Superfund Site Information

Search Superfund Site Information

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Search Results

Search Criteria:

Active vs. Archived:	Archived What are active and archived sites?
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County:	WYOMING
Region(s):	08

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[OSWER Home](#) | [Superfund Home](#)

URL: <http://cumulis.epa.gov>

This page design was last updated on Tuesday, December 06, 2011

Content is dynamically generated by ColdFusion

ARTS. PARKS. HISTORY.

Wyoming State Parks & Cultural Resources

Wyoming State Historic
Preservation Office
2301 Central Avenue
Cheyenne, WY 82001
(307) 777-7697

August 15, 2013

Jennifer R. Rosencranse
City Administrator
City of Cody
P.O. Box 2200
Cody, WY 82414

Re: Community Development Block Grant Mountain Spirit Habitat for Humanity
Infrastructure Project (SHPO File # 0813NAW003)

Dear Ms Rosencranse,

Thank you for consulting with the Wyoming State Historic Preservation Office (SHPO) regarding the above referenced undertaking. We have reviewed the associated report and find the documentation meets the Secretary of the Interior's Standards for Archaeology and Historic Preservation (48 FR 44716-42). We concur with your finding that no historic properties, as defined in 36 CFR § 800.16(l)(1), will be affected by the undertaking as planned.

We recommend the undertaking proceed in accordance with state and federal laws subject to the following stipulation:

If any cultural materials are discovered during construction, work in the area shall halt immediately, the federal agency must be contacted, and the materials evaluated by an archaeologist or historian meeting the Secretary of the Interior's Professional Qualification Standards (48 FR 22716, Sept. 1983).

This letter should be retained in your files as documentation of a SHPO concurrence on your finding of no historic properties affected. Please refer to SHPO project #0813NAW003 on any future correspondence regarding this undertaking. If you have any questions, please contact Nancy Weidel at 307-777-3418.

Sincerely,



Nancy Weidel, Historian



Matthew H. Mead, Governor
Milward Simpson, Director

August 6, 2013

Ms. Mary Hopkins, Historic Preservation Officer
Wyoming State Historic Preservation Society (SHPO)
2301 Central Ave., Barrett Building, 3rd Floor
Cheyenne, WY 82002

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Ms. Mary Hopkins,

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review in compliance with the National Environmental Policy Act of 1969 (NEPA) and other laws and authorities that contain environmental provisions. This environmental review requires approval by the WBC before grant funds will be released.

I am requesting a response indicating the project complies with authorities under your jurisdiction. A description of the project is as follows.

To complete the installation of infrastructure in an affordable housing subdivision currently being built in Cody, Wyoming by Mountain Spirit Habitat for Humanity, Inc. (MSHFH). The infrastructure includes 639 linear feet of 6" PVC Class 150 Pipe, 3-6" valves, 2 hydrants, 466 linear feet of 8" sewer pipe, 2 sanitary sewer manholes, 1000 linear feet shallow utilities, excavation of 1550 cubic yards, 737 cubic yards of pit run base, 5158 cubic yards of crushed base, 541 tons of Hot Plant Mix Type II (3/4"), 70 tons of AC PG 58-28, 1810 linear feet of curb and gutter, 7240 square feet of sidewalks, 6 ADA wheel chair ramps, electrical fees, water tap fees, 715 linear feet 15" PVC Canal drainage pipe, 2 storm drainage basins and 80 linear feet of storm drainage pipe 15" RCP.

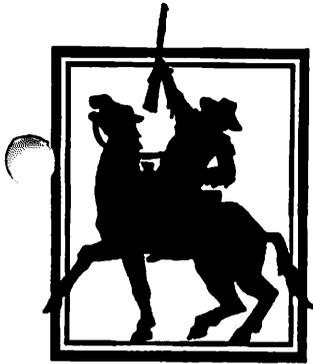
If you need any further information to complete your response, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,



Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity



CITY OF CODY
WYOMING

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller

Stan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

August 20, 2013

Wyoming Department of Environmental Quality
Administrator Alan Edwards
Solid and Hazardous Waste Division, Herschler Building
122 W. 25th Street
Cheyenne, WY 82002

RE: Wyoming Business Council Community Development Block Grant
Mountain Spirit Habitat for Humanity Infrastructure Project

Dear Mr. Edwards

The City of Cody, WY has been awarded a Wyoming Business Council Community Development Block Grant for the construction of utility infrastructure in the Mountain Spirit Habitat for Humanity project located within the Mountain Spirit Addition in Cody, WY.

One of the requirements of this grant award is to complete an environmental review to determine whether or not the property is free of toxic chemicals and gases, hazardous materials, contamination, and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property. I would appreciate it if you would check the EPA's Comprehensive Environmental Response, Compensation and Liability Act CERCLIS listing to determine whether or not there are any known hazardous/toxic wastes sites located on or near this property.

The property is located in Cody, WY and is identified as the Mountain Spirit Addition, a planned unit development, Tract 71-29, Tract 71-30 and Tract 71-31 of the Cody Heights Subdivision. A description of the project is as follows:

To complete the installation of infrastructure in an affordable housing subdivision currently being built in Cody, Wyoming by Mountain Spirit Habitat for Humanity, Inc. (MSHFH). The infrastructure includes 639 linear feet of 6" PVC Class 150 Pipe, 3-6" valves, 2 hydrants, 466 linear feet of 8" sewer pipe, 2 sanitary sewer manholes, 1000 linear feet shallow utilities, excavation of 1550 cubic yards, 737 cubic yards of pit run base, 5158 cubic yards of crushed base, 541 tons of Hot Plant Mix Type II (3/4"), 70 tons of AC PG 58-28, 1810 linear feet of curb and gutter, 7240 square feet of sidewalks, 6 ADA wheel chair ramps, electrical fees, water tap fees, 715 linear feet 15" PVC Canal drainage pipe, 2 storm drainage basins and 80 linear feet of storm drainage pipe 15" RCP.

Your quick response to this request is appreciated. If you need any further information, please feel free to contact me at 307-527-3462 or by email at jennir@cityofcody.com. Thank you in advance for your cooperation.

Sincerely,



Jennifer R. Rosencranse
City Administrator

en: Map
cc: Camara Clifton, Mountain Spirit Habitat for Humanity



CITY OF CODY
WYOMING

Nancy Tia Brown
MAYOR

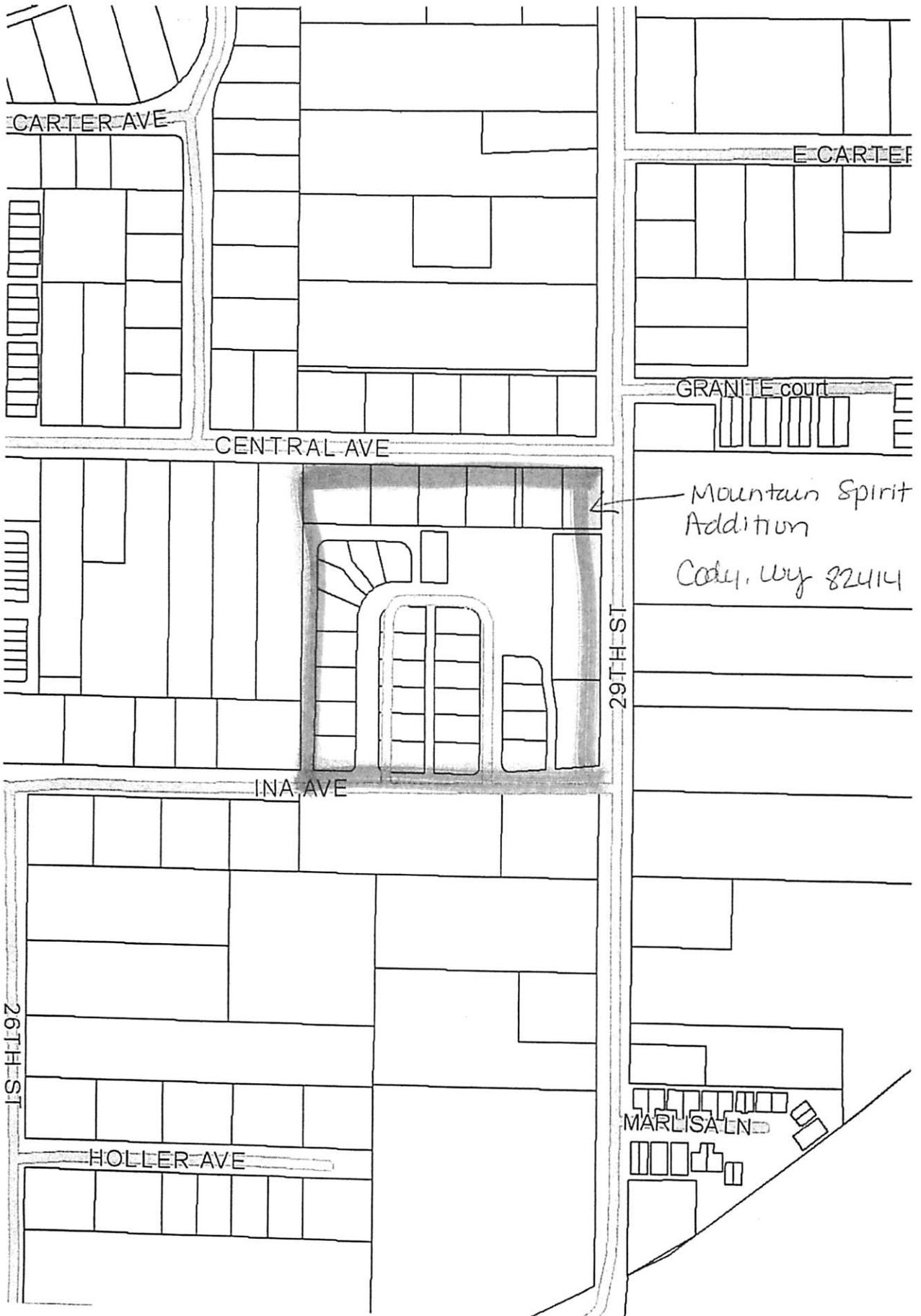
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MEETING DATE: OCTOBER 15, 2013
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT ON-STREET PARKING UPDATE

SUMMARY:

In the past, the Council received numerous complaints from businesses along Sheridan Ave. and on the associated side streets that people were unnecessarily parking for long periods of time in front of their businesses. It had also been said that many of these people were employees of nearby businesses. The affected businesses voiced concerns that their ability to conduct business was being impacted by the lack of parking fronting their establishments. At the time, it was thought that the impact was largely associated with the summer months. The Council requested that streets division install restricted 2 hour parking signs with language that restricted the applicability of the signs to the summer months or more clearly during the time frame of May1-September 30. The signs were to be enforced on a complaint driven basis.

Recently, the Mayor and Council have received some requests from business owners to consider modifying the signs to be effective year round. There are 12 signs with a 2 hour time limit on Sheridan Avenue and 19 signs with a 2 hour time limit on the intersecting streets off Sheridan Avenue for a total of 31 signs. The only difference between the Sheridan Avenue signs and the signs on the intersecting streets is there is also a height/length restriction on the Sheridan Ave. signs.

FISCAL IMPACT

If the Council agrees with the request, the cost to replace the signs is \$19/sign. If all signs are replaced the cost would be \$589.

ALTERNATIVES

1. Approve the request and direct the signs to be replaced at a cost of \$589.
2. Approve the request and direct a modified number of signs be replaced.
3. Deny the request.

RECOMMENDATION

Staff recommends that the Mayor and Council approve the request and direct all the signs to be replaced at a cost of \$589. The City of Cody has several large parking lots that are suitable for extended parking beyond 2 hours and are often underutilized.

ATTACHMENTS

N/A

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

ORDINANCE 2013-17

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 15,
SECTION 3, SUBSECTION (B)(10) OF THE CITY OF CODY
CODE: ELECTRONIC MESSAGE BOARDS AND ANIMATED
SIGNS.**

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

Title 10, Chapter 15, Section 3, Subsection (B)(10) of the City of Cody Code shall be amended as follows:

10. Electronic Message Boards and Animated Signs:
- a. Not more than one electronic message board sign may be permitted per zoning lot.
 - b. Electronic message boards and animated signs shall not display off-premise commercial advertising.
 - c. Electronic message boards and animated signs are not permitted in residential sign districts.
 - d. The leading edge of the sign must be a minimum distance of one hundred feet (100') from an abutting residential zoning district boundary.
 - e. Electronic message boards must utilize an automatic dimmer control so as to not exceed a maximum luminance of five thousand (5,000) nits (candelas per square meter) during daylight hours (from sunrise to sunset), and a maximum luminance of five hundred (500) nits (candelas per square meter) from sunset to sunrise.
 - f. The use of audio speakers is prohibited in association with a sign.
 - g. Electronic message boards and animated signs shall be permitted only in the following sign districts: D-2, D-3, and E industrial. In addition, electronic message boards and animated signs may be permitted in the downtown business sign district, but must have special approval by the planning and zoning board. Approval will be based on consideration of adjacent signage, the size of the proposed signage, and compliance with applicable sign requirements of the Wyoming Department of Transportation.

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

PASSED ON FIRST READING: September 17, 2013

PASSED ON SECOND READING: October 1, 2013

PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Director

