

City of Cody City Council

AGENDA

Tuesday, August 3, 2021 – 7:00 p.m. (Pre-Meeting to begin at 6:50 p.m. in Conference Room)

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from July 20, 2021 and Special Work Session from July 27, 2021
- b. Approve Vouchers and payroll in the amount of \$1,187,077.88.
- c. Authorize the Mayor to enter into a three year operating agreement with the Shoshone Recreation District.
- d. Approve the request from the Cody PD to enter into and authorize the Mayor to sign the 2021-2022 Tobacco and Alcohol Compliance Inspections Contracts.
- e. Approve a request from the Irma Hotel for a closure of 12th Street from Sheridan Avenue to the Alley on August 14th starting at 5:00 p.m. and reopening shortly after 10 :00 p.m. for a Street Dance. Additionally, the Irma Hotel is requesting an open container permit for said date from 6:00 p.m. to 10:00 p.m. Event coordinators would setup/tear down barricades and would provide liability insurance for said event.
- f. Approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 20, 2010 for the Homecoming Bon Fire, to close Sheridan Avenue from 9th to 14th Street, Rumsey Ave 13th to 15th Street d 14th Street from Sheridan to Salsbury Ave. for the Homecoming Parade on Friday, September 24, 2021 at 1:45 p.m., parade at 2:00 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT and proof of current liability insurance.

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.

4. Conduct of Business

- a. Authorize an encroachment license for installation of a private waterline in the north 10 feet of the west 50 feet of the Bob Moore Parking Lot property.

Staff reference: Todd, Stowell, City Planner

- b. Consider approving the Agreement to cost-share on Public Utility Improvements for the Shadow Mountain No. 2 subdivision, and authorize the Mayor to sign and execute all associated documents

Staff Reference: Phillip Bowman, Public Works Director

- c. Consider approving the Short Form of Agreement between owner (City of Cody) and Engineer for Professional Services for the 29th Street Pathway Project.

Staff Reference: Phillip Bowman, Public Works Director

- d. Resolution 2021-11

A Resolution Designating the Gravel Parking Lot area North of New Cody Reservoir as a Location for a Pilot Program for Mobile Vendor Use outside of Special Events.

Staff Reference: Cindy Baker, Administrative Services Officer.

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

August 10, 2021 – Tuesday– Work Session – 5:00 p.m.

August 17, 2021 – Tuesday – Regular Council Meeting – 7:00 p.m.

August 24, 2021 – Tuesday– Work Session – 5:00 p.m.

City of Cody
Council Proceedings
Tuesday, July 20, 2021

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 20, 2021 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members, Diane Ballard, Andrew Quick, Heidi Rasmussen, Jerry Fritz, Justin Baily and Emily Swett, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None.

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

Council Member Baily made a motion seconded by Council Member Ballard to approve the consent calendar as presented including approval of Minutes - Regular Minutes from July 6, 2021 and Special Work Session from July 12, 2021; approve Vouchers and payroll in the amount of \$2,450,034.55; approve the request from Staci Kondelis, Cody High School Football, Park County School District 6 for the street closure of Beck Ave. between 8th and 9th during the hours of 3:30 PM to 8 PM on Fridays, August 27th September 17th, September 24th, October 8th, October 22nd October 29th, November 5th and November 12th. The requested closure is for tailgate parties to show support for the football team.; and authorize the Mayor to enter into and sign an agreement between the City of Cody and Park County School District #6 as it relates to the School Resource Officer. Vote was unanimous.

Ordinance 2021-06 - 3rd and Final Reading

An Ordinance Amending Title 4, Chapter 4, Article 1, Section 6 and Title 4, Chapter 4, Article III, Section 13 of the City of Cody Municipal Code to Establish the Bulk Item Removal Program and Set the Bulk Item removal Charge. Council Member Swett made a motion seconded by Council Member Quick to approve Ordinance 2021-06 on 3rd and Final Reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 7:09 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Off

City of Cody
Council Proceedings
Tuesday, July 27, 2021

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 27, 2021 at 12:00 p.m.

Present: Mayor Matt Hall, Council Members, Diane Ballard, Andrew Quick, Jerry Fritz, Justin Baily and Heidi Rasmussen; City Attorney, Scott Kolpitcke and Administrative Service Officer, Cindy Baker.

Absent: Council Member Emily Swett

Council President Ballard called the meeting to order at 5:00 p.m.

Citizen, Karen Ballenger provided some information on the history of the airport and will be discussing her request with Choice Aviation and the Airport Board. No action was taken.

Paula Dimler, spokesperson for the Pickle Ball group discussed with the Governing Body in reference to the idea of creating Pickle Ball Courts in Cody.

Mayor Hall arrived and presided over the remaining of the meeting at 5:17 p.m.

Shirley Bentley, representing the Cody Farmers Market discussed usage of the Cody Club Room at reduced rate during Oct through April. Staff was given direction to create a MOU for consideration at a future meeting.

Cindy Baker, Administrative Services Officer discussed the Draft Resolution 2021-11. Staff was given direction to revised the resolution and present at the Council Meeting on August 3rd for Council consideration.

Phillip Bowman, Public Works Director provided the Governing Body with information relating to Public Use Area Cash In Lieu Funds for specific projects - 29th Street Multi-use Pathway Extension and Pintail Street / C Street Gravel Road Paving.

Adjourned: 6:24 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice Detail.Input date = 07/27/2021

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ACKER ELECTRIC INC (270)				
	61300	PARTS & ELECTRICAL WORK AT LAGOON	06/28/2021	695.50
Total :				695.50
Total ACKER ELECTRIC INC (270):				695.50
ALBINA HOLDINGS INC (132755)				
DBA ALBINA ASPHALT, ALBINA FUEL C	0285490-IN	ASPHALT CLEANER	06/30/2021	1,192.00
Total :				1,192.00
Total ALBINA HOLDINGS INC (132755):				1,192.00
BETTIS, MATTHEW (132761)				
OR ANDREN, CONNIE	4.0460.36	REFUND UTILITY DEPOSIT	07/14/2021	82.50
Total :				82.50
Total BETTIS, MATTHEW (132761):				82.50
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	2107090068760	INSURANCE August 2021	07/09/2021	161,363.03
Total :				161,363.03
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				161,363.03
BOBCAT OF BIG HORN BASIN, INC. (128623)				
	38761	24' BUCKET FOR MINI EX	07/15/2021	672.63
	38761	24' BUCKET FOR MINI EX	07/15/2021	672.64
Total :				1,345.27
Total BOBCAT OF BIG HORN BASIN, INC. (128623):				1,345.27
BRAGG PLUMBING AND HEATING INC (127760)				
	14562	HOT WATER HEATER REPAIRS	05/05/2021	1,081.04
	14646	URINAL REPAIR	06/24/2021	126.00
Total :				1,207.04
Total BRAGG PLUMBING AND HEATING INC (127760):				1,207.04
BRIAN STOTT (132763)				
OR LISA STOTT	UT-0421-0005	REFUND OVERPAYMENT ON UT-0421-0005	06/30/2021	112.08
Total :				112.08
Total BRIAN STOTT (132763):				112.08
CENTURY LINK (10091)				
	71921	UTILITIES - CENTURY LINK	07/19/2021	44.68

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				44.68
Total CENTURY LINK (10091):				44.68
CITY OF CODY (2260)				
	071621	UTILITIES - CITY OF CODY	07/16/2021	325.66
	071621	UTILITIES - CITY OF CODY	07/16/2021	.34
	072321	UTILITIES - CITY OF CODY	07/23/2021	2,392.25
	072321	UTILITIES - CITY OF CODY	07/23/2021	9,662.50
	072321	UTILITIES - CITY OF CODY	07/23/2021	361.66
	072321	UTILITIES - CITY OF CODY	07/23/2021	335.82
	072321	UTILITIES - CITY OF CODY	07/23/2021	1,246.48
	072321	UTILITIES - CITY OF CODY	07/23/2021	10,474.18
	072321	UTILITIES - CITY OF CODY	07/23/2021	1,558.37
	072321	UTILITIES - CITY OF CODY	07/23/2021	.09
	072321	UTILITIES - CITY OF CODY	07/23/2021	6,785.16
	072321	UTILITIES - CITY OF CODY	07/23/2021	6,760.22
	072321	UTILITIES - CITY OF CODY	07/23/2021	16.00
	072321	UTILITIES - CITY OF CODY	07/23/2021	984.87
	072321	UTILITIES - CITY OF CODY	07/23/2021	1,340.70
	072321	UTILITIES - CITY OF CODY	07/23/2021	1,340.70
	072321	UTILITIES - CITY OF CODY	07/23/2021	339.28
	072321	UTILITIES - CITY OF CODY	07/23/2021	566.10
	072321	UTILITIES - CITY OF CODY	07/23/2021	39.00
	072321	UTILITIES - CITY OF CODY	07/23/2021	31.80
	072321	UTILITIES - CITY OF CODY	07/23/2021	3.40
	072321	UTILITIES - CITY OF CODY	07/23/2021	427.04
	BLD-0721-0015	OFFICE REMODEL PERMIT	07/15/2021	27.39
	BLD-0721-0015	OFFICE REMODEL PERMIT	07/15/2021	27.39
	BLD-0721-0015	OFFICE REMODEL PERMIT	07/15/2021	28.22
Total :				45,074.62
Total CITY OF CODY (2260):				45,074.62
CODY ROTARY CLUB (2765)				
	071921	ROTARY DUES	07/19/2021	131.00
Total :				131.00
Total CODY ROTARY CLUB (2765):				131.00
CRISIS INTERVENTION SERVICE (3290)				
	070221	OUTSIDE AGENCY FUNDING FY21-22	07/02/2021	3,000.00
Total :				3,000.00
Total CRISIS INTERVENTION SERVICE (3290):				3,000.00
DANA KEPNER COMPANY (3410)				
	2232503-01	ONE 2" METER	07/12/2021	1,370.75
Total :				1,370.75
Total DANA KEPNER COMPANY (3410):				1,370.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
DEARBORN LIFE INSURANCE COMPANY (131563)				
	080121	INSURANCE august 2021	07/09/2021	365.22
Total :				365.22
Total DEARBORN LIFE INSURANCE COMPANY (131563):				365.22
DONLEY, THERESA (132762)				
	UT-0421-0002	REFUND OVERPAYMENT ON UT-0421-0002	06/30/2021	78.63
Total :				78.63
Total DONLEY, THERESA (132762):				78.63
EASTGATE CLEANERS (3960)				
	061821	UNIFORM LAUNDRY	06/18/2021	29.80
Total :				29.80
Total EASTGATE CLEANERS (3960):				29.80
ELECTRO TEST AND MAINTENANCE, INC. (4060)				
	070121	MINSKE SUBSTATION MAINTENANCE	07/01/2021	14,955.00
Total :				14,955.00
Total ELECTRO TEST AND MAINTENANCE, INC. (4060):				14,955.00
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	407125	COLIFORM TESTING	07/15/2021	110.00
Total :				110.00
Total ENERGY LABORATORIES, INC (4120):				110.00
ENGINEERING ASSOCIATES (4140)				
	4107006	PROJECT 14111-04 WWTF PHASE 2	07/07/2021	980.97
	4107006	PROJECT 14111-04 WWTF PHASE 2	07/07/2021	299.74
	4107006	PROJECT 14111-04 WWTF PHASE 2	07/07/2021	81.75
	4107006	PROJECT 14111-04 WWTF PHASE 2	07/07/2021	1,362.46
Total :				2,724.92
Total ENGINEERING ASSOCIATES (4140):				2,724.92
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	45114	JANITORIAL SUPPLIES	06/25/2021	215.82
BIG HORN FOOD SERVICES	45126	COFFEE	06/28/2021	97.27
BIG HORN FOOD SERVICES	45296	JANITORIAL SUPPLIES	07/07/2021	213.50
BIG HORN FOOD SERVICES	45345	CUSTODIAL SUPPLIES	07/07/2021	27.65
BIG HORN FOOD SERVICES	45474	JANITORIAL SUPPLIES	07/19/2021	504.78
Total :				1,059.02
Total ENNIST III, ROBERT F (131798):				1,059.02
EVERGREEN LANDSCAPES INC (7830)				
PAWNEE IRRIGATION - EVERGREEN L	19609	IRRIGATION REPAIRS	07/06/2021	407.02

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				407.02
Total EVERGREEN LANDSCAPES INC (7830):				407.02
FORWARD CODY WYOMING, INC (127450)				
	70221	OUTSIDE AGENCY FUNDING FY21-22	07/02/2021	10,000.00
Total :				10,000.00
Total FORWARD CODY WYOMING, INC (127450):				10,000.00
FRANDSON SAFETY, INC. (130638)				
	89177	CHLORINE MONITOR CALIBRATION	06/09/2021	35.00
Total :				35.00
Total FRANDSON SAFETY, INC. (130638):				35.00
GEORGE T. SANDERS COMPANY (128246)				
	15044377-00	REPLACE PUMP SEAL KIT FOR LEAKING PUMP	06/25/2021	311.00
	15044377-00	REPLACE PUMP SEAL KIT FOR LEAKING PUMP	06/25/2021	311.00
Total :				622.00
Total GEORGE T. SANDERS COMPANY (128246):				622.00
GLANZ, KARRIE (132758)				
	7.0300.30	UTILITY DEPOSIT REFUND	07/09/2021	250.74
Total :				250.74
Total GLANZ, KARRIE (132758):				250.74
GONZALES, RAYMOND & ANNETTE (127690)				
R & A SAFETY	5853	RANDOM DRUG TESTING	07/12/2021	65.00
R & A SAFETY	5853	PRE-EMPLOYMENT TESTING	07/12/2021	45.00
R & A SAFETY	5853	RANDOM DRUG TESTING	07/12/2021	65.00
Total :				175.00
Total GONZALES, RAYMOND & ANNETTE (127690):				175.00
GRANICUS, INC (128565)				
	142081	GRANICUS SOFTWARE	07/20/2021	12,297.56
Total :				12,297.56
Total GRANICUS, INC (128565):				12,297.56
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	135997	ASPHALT FOR CONIFER LN	06/30/2021	6,770.25
Total :				6,770.25
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				6,770.25

Secondary Name	Invoice	Description	Invoice Date	Total Cost
HARRISON, TIMOTHY BRUCE (131713)				
BLUE ASPEN ENTERPRISES LLC	210009	REPAIRS TO STEAM ROOM	07/12/2021	790.50
BLUE ASPEN ENTERPRISES LLC	210009	REPAIRS TO AQUATICS PUMP	07/12/2021	650.00
BLUE ASPEN ENTERPRISES LLC	210009	REPAIRS TO MINI GOLF BALL COUNTER & BUZZER	07/12/2021	137.50
BLUE ASPEN ENTERPRISES LLC	210009	REPAIRS TO MINI GOLF COUNTER & BUZZER	07/12/2021	75.00
Total :				1,653.00
Total HARRISON, TIMOTHY BRUCE (131713):				1,653.00
HEINS, KELSEY (132764)				
	28487635	REC CENTER REFUND	06/14/2021	25.00
Total :				25.00
Total HEINS, KELSEY (132764):				25.00
HUNTER FAMILY LLC (6240)				
THE UPS STORE	BANNERS	PRINTING VINYL BANNERS	07/15/2021	200.00
Total :				200.00
Total HUNTER FAMILY LLC (6240):				200.00
JIRDON (5560)				
	821-5696	OVERSEEDING GRASS	07/07/2021	864.00
Total :				864.00
Total JIRDON (5560):				864.00
LACOCQUE, PIERRE-E (132680)				
MISSISSIPPI HEAT	080421	CONCERTS IN THE PARK	08/04/2021	1,500.00
Total :				1,500.00
Total LACOCQUE, PIERRE-E (132680):				1,500.00
LOCAL GOVERNMENT LIABILITY POOL (6176)				
	13571	CLAIM AGAINST CITY	07/14/2021	4,500.00
	13575	CLAIM AGAINST CITY	07/22/2021	300.00
Total :				4,800.00
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				4,800.00
MARQUIS AWARDS & SPECIALTIES INC (6300)				
	28317	CHIEF'S AWARD	06/30/2021	23.50
Total :				23.50
Total MARQUIS AWARDS & SPECIALTIES INC (6300):				23.50
OLSON, BOB (132759)				
	30113122	REC CENTER REFUND	07/14/2021	282.00
Total :				282.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total OLSON, BOB (132759):				282.00
PARK COUNTY COURT SUPERVISED TREATMENT (127346)				
	70221	OUTSIDE AGENCY FUNDING FY21-22	07/02/2021	5,000.00
Total :				5,000.00
Total PARK COUNTY COURT SUPERVISED TREATMENT (127346):				5,000.00
PARK DISTRICT COURT (132610)				
	7262021	GARNISHMENT Civil #29877	07/26/2021	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
PETERBILT OF WYOMING (132756)				
	N2299	BID 2020-04 SANITATION TRUCK	06/25/2021	226,394.00
	N2300	BID 2020-04 SANITATION TRUCK	06/25/2021	226,394.00
Total :				452,788.00
Total PETERBILT OF WYOMING (132756):				452,788.00
PETERS, LYNNSEY (132073)				
	30373765	REC CENTER REFUND	07/19/2021	46.00
	30373766	REC CENTER REFUND	07/19/2021	46.00
	30373767	REC CENTER REFUND	07/19/2021	46.00
Total :				138.00
Total PETERS, LYNNSEY (132073):				138.00
POWELL BROTHERS PRODUCTIONS (132429)				
	080421	CONCERTS IN THE PARK	08/04/2021	2,000.00
Total :				2,000.00
Total POWELL BROTHERS PRODUCTIONS (132429):				2,000.00
PROFFIT, DOUGLAS J (128647)				
PROFFITS ENTERPRISES LLC	12724	HILL MOWING/TREE REMOVAL	06/30/2021	1,950.00
Total :				1,950.00
Total PROFFIT, DOUGLAS J (128647):				1,950.00
QUALITY ASPHALT PAVING, INC (125010)				
	2198	PREP& LAY ASPHALT FOR HIGH SCHOOL TIE	07/16/2021	13,560.00
Total :				13,560.00
Total QUALITY ASPHALT PAVING, INC (125010):				13,560.00
ROCKY MOUNTAIN POWER (7570)				
	071921	UTILITIES - ROCKY MOUNTAIN POWER	07/19/2021	27.02
	071921	UTILITIES - ROCKY MOUNTAIN POWER	07/19/2021	308.06

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				335.08
Total ROCKY MOUNTAIN POWER (7570):				335.08
SABER PEST CONTROLL LLC (131183)				
	CH153	PEST CONTROL - CITY HALL	07/19/2021	60.00
	E140	PEST CONTROL - ELECTRIC	07/14/2021	80.00
	R151	PEST CONTROL - RECYCLING/SANITATION	07/14/2021	60.00
	REC152	PEST CONTROL - REC CENTER	06/21/2021	90.00
	REC152	PEST CONTROL - REC CENTER	06/21/2021	90.00
	REC153	PEST CONTROL - REC CENTER	07/19/2021	90.00
	REC153	PEST CONTROL - REC CENTER	07/19/2021	90.00
	W151	PEST CONTROL - WASTEWATER DEPT	07/14/2021	85.00
Total :				645.00
Total SABER PEST CONTROLL LLC (131183):				645.00
SAGE PUBLISHING COMPANY (2590)				
CODY ENTERPRISE	063021	BUDGET HEARING ADVERTISING	06/30/2021	245.25
CODY ENTERPRISE	063021	ELECTRIC VACANCY ADVERTISING	06/30/2021	762.28
CODY ENTERPRISE	063021	LIQUOR LICENSE RENEWAL ADVERTISING	06/30/2021	916.75
CODY ENTERPRISE	063021	COUNCIL MEETING MINUTE PUBLICATION NOTICES	06/30/2021	2,187.25
CODY ENTERPRISE	063021	SW VACANCY ADVERTISING	06/30/2021	78.00
CODY ENTERPRISE	063021	PARK VACANCY ADVERTISING	06/30/2021	86.40
CODY ENTERPRISE	063021	ADVERTISING - CONCERTS IN THE PARK	06/30/2021	395.25
CODY ENTERPRISE	063021	STAFF ENGINEER VACANCY ADVERTISING	06/30/2021	178.60
CODY ENTERPRISE	063021	IT VACANCY ADVERTISING	06/30/2021	19.00
CODY ENTERPRISE	063021	FINAL COMPLETION NOTICE - 2AB PROJECT	06/30/2021	215.75
Total :				5,084.53
Total SAGE PUBLISHING COMPANY (2590):				5,084.53
SMITH, JENNIFER (132760)				
	12.5058.10	REFUND CREDIT BALANCE	07/14/2021	8.58
Total :				8.58
Total SMITH, JENNIFER (132760):				8.58
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15549	OUTSOURCE BILLS	07/14/2021	15.83
ADVANCED INFO SYSTEMS	15549	OUTSOURCE BILLS	07/14/2021	97.85
ADVANCED INFO SYSTEMS	15549	OUTSOURCE BILLS	07/14/2021	89.59
ADVANCED INFO SYSTEMS	15549	OUTSOURCE BILLS	07/14/2021	88.99
ADVANCED INFO SYSTEMS	15549	OUTSOURCE BILLS	07/14/2021	110.58
ADVANCED INFO SYSTEMS	15552	OUTSOURCE BILLS	07/21/2021	6.54
ADVANCED INFO SYSTEMS	15552	OUTSOURCE BILLS	07/21/2021	40.42
ADVANCED INFO SYSTEMS	15552	OUTSOURCE BILLS	07/21/2021	37.01
ADVANCED INFO SYSTEMS	15552	OUTSOURCE BILLS	07/21/2021	36.76
ADVANCED INFO SYSTEMS	15552	OUTSOURCE BILLS	07/21/2021	45.69
Total :				569.26
Total SYSTEMS GRAPHICS INC (129162):				569.26

Secondary Name	Invoice	Description	Invoice Date	Total Cost
T-O ENGINEERS INC (131708)				
	171133-14061	BEACON HILL WATER TANK	07/08/2021	7,317.24
	171133-14061	BEACON HILL WATER TANK	07/08/2021	3,604.01
Total :				10,921.25
Total T-O ENGINEERS INC (131708):				10,921.25
UPTON, KYLE (132757)				
	10.0720.52	UTILITY DEPOSIT REFUND	07/09/2021	85.42
Total :				85.42
Total UPTON, KYLE (132757):				85.42
WATCHGUARD INC (131557)				
	ACCINV0030606	RADAR CABLE	04/30/2021	30.00
Total :				30.00
Total WATCHGUARD INC (131557):				30.00
WELLS FARGO COMMERICAL CARD (132565)				
	072321	cart as a prize for anniversary party	07/23/2021	44.88
	072321	lifeguard certification	07/23/2021	129.00
	072321	pool chemicals	07/23/2021	307.93
	072321	pool chemicals	07/23/2021	307.93
	072321	snow cones for fun week in aquatics	07/23/2021	54.80
	072321	lifeguard certifications	07/23/2021	120.00
	072321	lifeguard certifications	07/23/2021	156.00
	072321	fins	07/23/2021	278.90
	072321	goggles	07/23/2021	246.63
	072321	lifeguard safety equipment whistles	07/23/2021	92.43
	072321	lifeguard equipment whistles rope	07/23/2021	92.43
	072321	lifeguard certification	07/23/2021	96.00
Total Aquatics:				1,926.93
	072321	QB54 leisure sports	07/23/2021	359.94
	072321	QB54 leisure sports	07/23/2021	359.94
Total Athletics:				719.88
	072321	bulbs for rec center	07/23/2021	299.94
	072321	chair racks at auditorium and rec	07/23/2021	8.46
	072321	chair racks at rec and aud	07/23/2021	8.46
	072321	chair racks for aud and rec	07/23/2021	7.58
	072321	chair racks for aud and rec	07/23/2021	7.58
	072321	valve for bathroom at rec	07/23/2021	73.90
	072321	window cleaner	07/23/2021	87.92
	072321	window cleaner	07/23/2021	87.92
Total City Facilities:				581.76
	072321	Plotter Ink	07/23/2021	2,677.86
	072321	HEPA Filter for portable air purifier in office	07/23/2021	53.95
	072321	APWA Membership - Utana Dye	07/23/2021	225.00
	072321	Full Virtual Conference Registration	07/23/2021	185.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Community Development:				3,141.81
	072321	Saw repair	07/23/2021	24.56
	072321	FR clothing boots	07/23/2021	566.93
	072321	gloves	07/23/2021	61.81
	072321	saw blades drill bits	07/23/2021	384.84
	072321	4 pvc conduit	07/23/2021	847.59
	072321	street light repair wire, splice boxes	07/23/2021	575.64
	072321	work boots	07/23/2021	190.00
	072321	trailer binders chain	07/23/2021	321.60
	072321	#10 sol wire	07/23/2021	649.80
	072321	saw repairs	07/23/2021	76.99
	072321	asphalt blade for Country meadows	07/23/2021	449.99
	072321	3 pvc sweeps	07/23/2021	1,093.66
	072321	3 pvc conduit	07/23/2021	3,957.54
	072321	sono tube for light bases	07/23/2021	495.00
	072321	work boots	07/23/2021	420.00
	072321	building material for office city hall	07/23/2021	103.69
	072321	building material for office city hall	07/23/2021	103.69
	072321	building supplies for office	07/23/2021	103.68
Total Electric:				10,427.01
	072321	POSITION VACANCY	07/23/2021	223.20
	072321	POSITION VACANCY	07/23/2021	89.60
	072321	POSITION VACANCY	07/23/2021	1,225.10
	072321	MINUTES PUBLICATION	07/23/2021	2,064.15
	072321	LIQUOR LICENSE AS	07/23/2021	147.50
	072321	NOTARY STAMP	07/23/2021	35.95
	072321	Risk assessments	07/23/2021	261.00
	072321	Engineering Office remodel	07/23/2021	527.71
	072321	Utilities - Verizon	07/23/2021	294.03
	072321	Utilities - Verizon	07/23/2021	165.88
	072321	Utilities - Verizon	07/23/2021	242.98
	072321	Utilities - Verizon	07/23/2021	41.47
	072321	Utilities - Verizon	07/23/2021	41.47
	072321	Utilities - Verizon	07/23/2021	92.57
	072321	Utilities - Verizon	07/23/2021	631.71
	072321	Utilities - Verizon	07/23/2021	230.47
	072321	Utilities - Verizon	07/23/2021	11.75
	072321	Utilities - Verizon	07/23/2021	12.16
	072321	Utilities - Verizon	07/23/2021	82.94
	072321	Utilities - Verizon	07/23/2021	122.95
	072321	Utilities - Verizon	07/23/2021	90.03
	072321	Utilities - Verizon	07/23/2021	106.74
	072321	Utilities - Verizon	07/23/2021	41.47
	072321	Utilities - Verizon	07/23/2021	96.44
	072321	Utilities - Verizon	07/23/2021	36.42
	072321	Utilities - Verizon	07/23/2021	32.35
	072321	Utilities - Verizon	07/23/2021	132.62
	072321	Utilities - Verizon	07/23/2021	13.15
	072321	Utilities - Verizon	07/23/2021	52.15
	072321	Utilities - Verizon	07/23/2021	112.95
	072321	Utilities - Verizon	07/23/2021	133.99
	072321	Utilities - Verizon	07/23/2021	13.69
	072321	Utilities - Verizon	07/23/2021	24.28
	072321	Utilities - Verizon	07/23/2021	40.01

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	072321	Utilities - Verizon	07/23/2021	40.01
	072321	Utilities - Verizon	07/23/2021	40.00
	072321	Utilities - City of Cody	07/23/2021	1,896.28
	072321	Utilities - City of Cody	07/23/2021	3,463.30
	072321	Utilities - City of Cody	07/23/2021	364.22
	072321	Utilities - City of Cody	07/23/2021	321.01
	072321	Utilities - City of Cody	07/23/2021	598.48
	072321	Utilities - City of Cody	07/23/2021	9,130.97
	072321	Utilities - City of Cody	07/23/2021	1,353.83
	072321	Utilities - City of Cody	07/23/2021	6,033.94
	072321	Utilities - City of Cody	07/23/2021	6,031.22
	072321	Utilities - City of Cody	07/23/2021	14.81
	072321	Utilities - City of Cody	07/23/2021	832.73
	072321	Utilities - City of Cody	07/23/2021	1,340.70
	072321	Utilities - City of Cody	07/23/2021	1,340.70
	072321	Utilities - City of Cody	07/23/2021	296.35
	072321	Utilities - City of Cody	07/23/2021	577.24
	072321	Utilities - City of Cody	07/23/2021	39.00
	072321	Utilities - City of Cody	07/23/2021	13.60
	072321	Utilities - City of Cody	07/23/2021	4.08
	072321	Utilities - City of Cody	07/23/2021	147.29
	072321	Postage Machine Lease	07/23/2021	724.62
	072321	Utilities - City of Cody	07/23/2021	1,412.96
	072321	Utilities - City of Cody	07/23/2021	70.38
	072321	Utilities - City of Cody	07/23/2021	460.14
	072321	Utilities - City of Cody	07/23/2021	6,637.27
	072321	Utilities - City of Cody	07/23/2021	56.86
	072321	filter and oil B29	07/23/2021	32.69
	072321	Tie rod ends, brakes, rotors A22, filters A06 A103 A15	07/23/2021	254.14
	072321	filters I06	07/23/2021	22.63
	072321	lift support, battery, fuel separator and relay, filters	07/23/2021	455.76
	072321	Disposable gloves and propane for torch	07/23/2021	53.22
	072321	hose and wipers B02	07/23/2021	91.71
	072321	mud flap, hub cap and plug C05, brakekleen C01	07/23/2021	107.20
	072321	filter B08	07/23/2021	2.71
	072321	filters B09	07/23/2021	8.41
	072321	core credit, die, Safety mask, heater fitting, impact wrench, calipers, pliers, screws, battery cable	07/23/2021	29.72
	072321	FUEL WAM	07/23/2021	33.00
	072321	WAM LODGING	07/23/2021	270.00
	072321	WAM LODGING	07/23/2021	55.44
	072321	FUEL WAM	07/23/2021	27.29
	072321	FUEL WAM	07/23/2021	43.15
	072321	Back and neck chair cushion	07/23/2021	51.87
	072321	Return credit	07/23/2021	14.44-
	072321	Index dividers	07/23/2021	49.45
	072321	Return credit	07/23/2021	37.43-
	072321	Budget book binding	07/23/2021	8.00
	072321	Annual GFOA Membership	07/23/2021	170.00
	072321	Grant search software	07/23/2021	199.00
	072321	Sharpie markers	07/23/2021	7.99
	072321	Pencils	07/23/2021	12.03
	072321	10-key calculator	07/23/2021	156.49
	072321	Utilities - TCT	07/23/2021	87.84
	072321	Utilities - TCT	07/23/2021	1,532.00
	072321	Utilities - TCT	07/23/2021	56.45
	072321	Utilities - TCT	07/23/2021	198.73
	072321	Utilities - TCT	07/23/2021	532.34
	072321	Utilities - TCT	07/23/2021	531.84

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	072321	Utilities - TCT	07/23/2021	87.84
	072321	Utilities - TCT	07/23/2021	198.73
	072321	Utilities - TCT	07/23/2021	204.75
	072321	Utilities - TCT	07/23/2021	89.34
	072321	Utilities - TCT	07/23/2021	56.45
	072321	Utilities - TCT	07/23/2021	166.87
	072321	Security Contract	07/23/2021	68.48
	072321	Security Contract	07/23/2021	34.24
	072321	Security Contract	07/23/2021	34.23
	072321	FUEL WAM CONFERENCE	07/23/2021	62.05
	072321	FUEL WAM CONFERENCE	07/23/2021	47.36
	072321	transaction fee	07/23/2021	1.74
	072321	paper shredder	07/23/2021	173.98
	072321	Vehicle Maintenance Software License and Support	07/23/2021	37.07
	072321	Vehicle Maintenance Software License and Support	07/23/2021	459.35
	072321	Vehicle Maintenance Software License and Support	07/23/2021	459.35
	072321	Vehicle Maintenance Software License and Support	07/23/2021	37.07
	072321	Vehicle Maintenance Software License and Support	07/23/2021	54.25
	072321	Vehicle Maintenance Software License and Support	07/23/2021	422.48
	072321	Vehicle Maintenance Software License and Support	07/23/2021	37.07
	072321	Vehicle Maintenance Software License and Support	07/23/2021	202.54
	072321	Vehicle Maintenance Software License and Support	07/23/2021	91.32
	072321	Vehicle Maintenance Software License and Support	07/23/2021	91.32
	072321	Vehicle Maintenance Software License and Support	07/23/2021	202.80
	072321	zip ties	07/23/2021	46.00
	072321	Diamond Saw Blades	07/23/2021	629.72
	072321	batteries	07/23/2021	9.96
	072321	batteries	07/23/2021	9.96
	072321	water and syrups - ice cream social	07/23/2021	31.94
	072321	spoons	07/23/2021	13.56
	072321	Bowls	07/23/2021	76.49
	072321	connectors	07/23/2021	34.99
	072321	printer	07/23/2021	298.90
	072321	wireless keyboard and mouse combo	07/23/2021	46.99
	072321	wireless keyboard and mouse combo	07/23/2021	46.99
	072321	wireless keyboard and mouse combo	07/23/2021	46.99
	072321	pens	07/23/2021	10.19
	072321	TONER	07/23/2021	406.75
	072321	IT TRAINING	07/23/2021	559.00
	072321	toner building inspection	07/23/2021	207.89
	072321	Toner	07/23/2021	134.15
Total General Government:				61,673.25
	072321	Clothing	07/23/2021	19.90
	072321	Uniforms	07/23/2021	166.40
	072321	Industrial supplies	07/23/2021	38.32
	072321	Park maintenance	07/23/2021	124.37
	072321	Uniforms/Tax refund	07/23/2021	10.40-
	072321	America Walks	07/23/2021	93.87
	072321	Park maintenance	07/23/2021	23.28
	072321	Electrical box City Park	07/23/2021	23.56
	072321	Irrigation	07/23/2021	20.78
	072321	Industrial Supplies	07/23/2021	29.98
	072321	Weed Control	07/23/2021	29.98
	072321	Uniforms	07/23/2021	116.95
	072321	Irrigation	07/23/2021	301.53
	072321	Eric ISA	07/23/2021	52.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	072321	Swim docks	07/23/2021	119.96
	072321	Marking lathe	07/23/2021	4.68
	072321	Trimmer line	07/23/2021	45.98
	072321	Weed control	07/23/2021	35.98
	072321	Dog park	07/23/2021	290.00
	072321	Safety equipment	07/23/2021	37.16
	072321	Aerovator calibration equip	07/23/2021	39.97
	072321	Uniforms	07/23/2021	150.00
	072321	Blower	07/23/2021	199.99
	072321	Blower	07/23/2021	400.00
	072321	Mower tires	07/23/2021	89.00
	072321	Irrigation	07/23/2021	957.50
	072321	Irrigation	07/23/2021	253.02
	072321	Irrigation	07/23/2021	22.98
	072321	Irrigation	07/23/2021	89.03
	072321	Irrigation	07/23/2021	36.41
	072321	Maintenance	07/23/2021	15.99
	072321	Irrigation	07/23/2021	39.90
	072321	Irrigation	07/23/2021	10.25
	072321	Irrigation	07/23/2021	60.97
	072321	Irrigation	07/23/2021	218.14
Total Parks:				4,147.43
	072321	C01 Car wash	07/23/2021	11.00
	072321	Printable evidence labels	07/23/2021	54.90
	072321	Clotting gauze for active shooter bags	07/23/2021	30.88
	072321	SRO Conference, Hotel, C09	07/23/2021	113.38
	072321	Return gear	07/23/2021	31.49
	072321	SRO Conference, Hotel, C09	07/23/2021	226.76
	072321	C25 Car wash	07/23/2021	9.00
	072321	C22 Car wash	07/23/2021	4.00
	072321	C22 Car wash	07/23/2021	4.01
	072321	C21 Car wash	07/23/2021	9.00
	072321	C21 Car wash	07/23/2021	9.00
	072321	C11 Car wash	07/23/2021	3.62
	072321	SRO Conference GAS C09	07/23/2021	35.92
	072321	SRO Conference MEAL C09	07/23/2021	21.43
	072321	SRO Conference MEAL C09	07/23/2021	10.02
	072321	SRO Conference MEAL C09	07/23/2021	10.20
	072321	SRO Conference MEAL C09	07/23/2021	7.60
	072321	SRO Conference MEAL C09	07/23/2021	21.53
	072321	SRO Conference MEAL C09	07/23/2021	9.77
	072321	SRO Conference MEAL C09	07/23/2021	13.02
	072321	SRO Conference MEAL C09	07/23/2021	16.00
	072321	SRO Conference MEAL C09	07/23/2021	9.50
	072321	SRO Conference GAS C09	07/23/2021	45.69
	072321	SRO Conference GAS C09	07/23/2021	41.85
	072321	UA to Lab x2	07/23/2021	25.74
	072321	C04 Car wash	07/23/2021	9.00
	072321	C04 Car wash	07/23/2021	9.00
	072321	C20 Car wash	07/23/2021	9.00
	072321	C13 Car wash	07/23/2021	9.00
	072321	C07 Car wash	07/23/2021	9.00
	072321	C01 Car wash	07/23/2021	11.00
	072321	Legal Guide for LE Book C01	07/23/2021	27.82
	072321	Tac Team Emerg Response Operations Book C05	07/23/2021	54.83
	072321	C01 Car wash	07/23/2021	11.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	072321	C12 Car wash	07/23/2021	9.00
	072321	C12 Car wash	07/23/2021	9.00
	072321	C12 Car wash	07/23/2021	9.00
	072321	C08 Car wash	07/23/2021	9.00
	072321	Taser X26P holsters C06, C10, C17 and Spare	07/23/2021	166.00
	072321	suspenders C04, doc holder C17 C10	07/23/2021	101.91
	072321	Doc holder C17, C10	07/23/2021	13.98
	072321	Taser holsters C10, C17	07/23/2021	194.74
	072321	Headlamps for detectives	07/23/2021	166.35
	072321	Citation holders C10, C17	07/23/2021	60.30
	072321	Uniform Embroidery C17, C10, C18	07/23/2021	176.00
	072321	Duty jacket C21	07/23/2021	226.47
	072321	Double cuff case C21	07/23/2021	35.09
	072321	Gracie Training Class C09 **Approved FY21-22**	07/23/2021	895.00
	072321	Duty gear bag C21	07/23/2021	64.99
	072321	RETURN Duty boots C17	07/23/2021	159.95-
	072321	Duty pants and shirts C05	07/23/2021	251.55
	072321	Cuff key C21	07/23/2021	8.89
	072321	Duty boots C21	07/23/2021	98.99
	072321	Tourniquet and holder C25	07/23/2021	66.48
	072321	Duty sweater, badge holder C15	07/23/2021	57.98
	072321	Coffee	07/23/2021	97.19
	072321	Shoulder mics for portable radios, lapel mics	07/23/2021	276.89
	072321	Sharpies for evidence handling	07/23/2021	18.22
	072321	Annual Dues	07/23/2021	100.00
	072321	Duty shoes C25	07/23/2021	54.95
	072321	C19 Car wash	07/23/2021	9.00
	072321	Orthotic inserts for duty boots C18	07/23/2021	46.00
	072321	C18 Car wash	07/23/2021	9.00
	072321	Duty belt C06	07/23/2021	52.54
	072321	C06 Car wash	07/23/2021	9.00
	072321	C06 Car wash	07/23/2021	9.00
	072321	RETURN Taser holster C06	07/23/2021	54.05-
	072321	C06 Car wash	07/23/2021	9.00
	072321	C06 Car wash	07/23/2021	9.00
	072321	C23 Car wash	07/23/2021	9.00
	072321	C22 Car wash	07/23/2021	6.29
	072321	Car wash C09	07/23/2021	9.00
	072321	C24 Car wash	07/23/2021	3.75
	072321	C24 Car wash	07/23/2021	3.75
	072321	C03 Car wash	07/23/2021	9.00
	072321	C15 Car wash	07/23/2021	9.00
	072321	Return property to owner, case# 21-516	07/23/2021	12.05
	072321	UA to Lab	07/23/2021	11.14
	072321	UA to Lab	07/23/2021	11.14
	072321	C04 Car wash	07/23/2021	9.00
	072321	C04 Car wash	07/23/2021	9.00
	072321	C20 Car wash	07/23/2021	9.00
	072321	C13 Car wash	07/23/2021	10.00
	072321	C07 Car wash	07/23/2021	9.00
Total Police:				4,161.59
	072321	G08 flat repair	07/23/2021	194.26
	072321	Tire balancing fluid	07/23/2021	120.96
	072321	B09 injector cleaner	07/23/2021	33.89
	072321	Mower parts credit	07/23/2021	184.14-
	072321	John deere mower parts	07/23/2021	92.07

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	072321	Coolers	07/23/2021	298.00
	072321	Grade stake markers	07/23/2021	126.81
	072321	5 gallon buckets	07/23/2021	35.52
	072321	Adhesive	07/23/2021	6.99
	072321	Safety vest	07/23/2021	11.73
	072321	Safety vests	07/23/2021	74.95
	072321	Water and Gatorade and vests, Parades	07/23/2021	222.06
	072321	Digging bucket	07/23/2021	1,438.50
	072321	Wash bay brushes	07/23/2021	18.48
	072321	PT06 light	07/23/2021	41.76
	072321	C04 bushing	07/23/2021	111.66
	072321	B14 evap canister	07/23/2021	190.54
	072321	C06, C08 tire monitors	07/23/2021	342.00
	072321	F01 parts	07/23/2021	119.41
	072321	F01 credit parts return	07/23/2021	248.65-
	072321	F07 bolts	07/23/2021	9.85
	072321	A102 transfer case	07/23/2021	1,127.84
	072321	A04 radiator	07/23/2021	181.60
	072321	C01 cylinder	07/23/2021	261.60
	072321	B44 door pillar	07/23/2021	67.36
	072321	A10 tires	07/23/2021	643.32
	072321	Marking paint	07/23/2021	63.49
	072321	Scan tools	07/23/2021	4,270.62
	072321	A102 cable	07/23/2021	45.12
	072321	Chain sharpening	07/23/2021	24.00
	072321	G10 seat	07/23/2021	277.04
	072321	D03 hitch	07/23/2021	104.90
	072321	Adhesive	07/23/2021	21.48
	072321	G10 u bolts	07/23/2021	11.16
	072321	adhesive	07/23/2021	19.98
	072321	Adhesive	07/23/2021	28.47
	072321	Sign washers	07/23/2021	8.20
	072321	gloves	07/23/2021	13.98
	072321	Brooms, shovels	07/23/2021	154.92
	072321	Sweeper brooms	07/23/2021	1,361.00
	072321	Oil inventory	07/23/2021	7,811.24
	072321	Bobcat tire repair	07/23/2021	82.56
	072321	Treated 2x8	07/23/2021	29.21
Total Public Works:				19,665.74
	072321	water balloons	07/23/2021	4.98
	072321	berts office remodel	07/23/2021	.63
	072321	Berts office remodel	07/23/2021	.63
	072321	Berts office remodel	07/23/2021	.63
	072321	dish soap	07/23/2021	4.99
	072321	supplies and snacks for KOM	07/23/2021	43.04
	072321	inventory purchases ice cream for mini golf	07/23/2021	7.92
	072321	batteries for rec center	07/23/2021	16.24
	072321	labels, file folders and tissues	07/23/2021	35.18
	072321	chlorine calibration	07/23/2021	35.00
	072321	chlorine sensor replacement	07/23/2021	608.00
	072321	music for fitness class	07/23/2021	9.99
	072321	cups and snacks for runners stampede	07/23/2021	13.18
	072321	cups and snacks for runners stampede	07/23/2021	13.18
	072321	runners stampede shirts	07/23/2021	1,002.00
	072321	runners stampede shirts	07/23/2021	1,002.00
	072321	swim lesson candy	07/23/2021	9.49

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	072321	batteries	07/23/2021	14.99
	072321	nuts and bolts for berts office	07/23/2021	.79
	072321	nuts and bolts for berts office	07/23/2021	.79
	072321	nuts and bolts for berts office	07/23/2021	.82
	072321	nuts and bolts bert	07/23/2021	.29
	072321	nuts bolts bert	07/23/2021	.29
	072321	berts nuts and bolts	07/23/2021	.32
	072321	money bags for office supplies	07/23/2021	22.99
	072321	calculator ink	07/23/2021	6.99
	072321	adding machine roll	07/23/2021	6.97
	072321	soda and water for mini golf	07/23/2021	33.65
	072321	snacks for KOM	07/23/2021	54.91
	072321	mini golf soda	07/23/2021	13.98
	072321	baggies for KOM	07/23/2021	4.49
	072321	snacks for KOM	07/23/2021	10.16
	072321	ice cream for mini golf	07/23/2021	25.92
	072321	pencils for mini golf	07/23/2021	31.92
	072321	soda for mini golf	07/23/2021	25.98
	072321	snack for KOM	07/23/2021	1.69
	072321	people counter for daily visits for Cadis report	07/23/2021	240.00
	072321	snacks for KOM	07/23/2021	6.28
	072321	pens for dry erase	07/23/2021	13.68
	072321	water and ice cream for mini golf	07/23/2021	35.24
	072321	anniversary party - membership and KOM punch card for winners.	07/23/2021	395.00
	072321	repairs to fitness equipment	07/23/2021	10.98
	072321	repair to fitness equipment	07/23/2021	9.87
	072321	labels for office	07/23/2021	4.44
	072321	brush for cleaning fitness equipment	07/23/2021	9.99
	072321	1/2 Rotary Dues Aquatics	07/23/2021	60.50
	072321	1/2 Rotary Dues Rec	07/23/2021	60.50
	072321	supplies and snacks for KOM	07/23/2021	30.07
	072321	KOM movies	07/23/2021	308.00
	072321	KOM at the movies	07/23/2021	217.00
Total Recreation:				4,466.57
	072321	mud flaps	07/23/2021	15.67
	072321	silicone	07/23/2021	8.99
	072321	washer fluid	07/23/2021	19.74
	072321	DEF	07/23/2021	128.90
	072321	casters for dumpsters	07/23/2021	982.76
	072321	50/1 fuel mix	07/23/2021	8.59
	072321	water	07/23/2021	25.96
	072321	propane	07/23/2021	37.08
	072321	propane	07/23/2021	1.96
	072321	mud flaps	07/23/2021	31.34
	072321	drinking water - unable to locate receipt	07/23/2021	10.00
	072321	grinding wheel	07/23/2021	17.96
	072321	sealant, trash can	07/23/2021	58.57
	072321	Broom	07/23/2021	29.99
	072321	Grinding disk	07/23/2021	8.99
	072321	coffee	07/23/2021	35.44
	072321	propane	07/23/2021	18.05
	072321	propane	07/23/2021	.95
	072321	propane	07/23/2021	38.71
	072321	propane	07/23/2021	2.04
	072321	guides for baler	07/23/2021	22.20
	072321	propane	07/23/2021	16.81

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	072321	propane	07/23/2021	.89
	072321	drinking water	07/23/2021	19.47
Total Solid Waste:				1,541.06
	072321	foam board	07/23/2021	47.68
	072321	zip ties	07/23/2021	68.97
	072321	tape	07/23/2021	10.99
	072321	root-x root treatment chemical	07/23/2021	1,928.10
	072321	DO meter and lab chemicals	07/23/2021	3,358.25
	072321	nitrile gloves	07/23/2021	458.40
	072321	embroidery	07/23/2021	56.00
	072321	tape and cleaners	07/23/2021	40.52
	072321	sample shipping	07/23/2021	36.00
	072321	fuses	07/23/2021	6.49
	072321	wasp spray	07/23/2021	10.98
	072321	monitor wells sample shipping	07/23/2021	42.00
	072321	sample shipping	07/23/2021	36.00
	072321	shop towells	07/23/2021	10.99
	072321	PVC cutter	07/23/2021	15.99
	072321	flange	07/23/2021	169.55
	072321	couplers	07/23/2021	227.85
	072321	coupler and stiffners	07/23/2021	108.57
	072321	hydrant wrenches	07/23/2021	191.05
	072321	meter check valves	07/23/2021	665.28
	072321	Trackhoe rental 2AB	07/23/2021	2,412.00
	072321	repair parts for vac/jet truck	07/23/2021	2,591.93
Total Wastewater:				12,493.59
	072321	1 poly pipe	07/23/2021	9.14
	072321	3/4 poly pipe	07/23/2021	67.00
	072321	PRV part	07/23/2021	18.58
	072321	PVC parts	07/23/2021	16.11
	072321	CO2	07/23/2021	37.85
	072321	cleaner, solvent	07/23/2021	10.37
	072321	Coffee	07/23/2021	9.96
	072321	faucet for shop	07/23/2021	122.90
	072321	foam board	07/23/2021	71.56
Total Water:				363.47
Total WELLS FARGO COMMERICAL CARD (132565):				125,310.09
WEST PARK HOSPITAL (10500)				
DBA CODY REGIONAL HEALTH	050221	DUI BLOOD DRAWS	05/02/2021	671.00
DBA CODY REGIONAL HEALTH	062921	DUI BLOOD DRAWS	06/29/2021	2,220.00
DBA CODY REGIONAL HEALTH	063021	DUI BLOOD DRAW	06/30/2021	217.00
Total :				3,108.00
Total WEST PARK HOSPITAL (10500):				3,108.00
WESTERN PATHOLOGY CONSULTING, INC (10570)				
DBA W.P.C.I.	CP 2213	RANDOM DRUG TEST PROGRAM	04/30/2021	99.00
DBA W.P.C.I.	CP 2213	RANDOM DRUG TEST PROGRAM	04/30/2021	40.50
DBA W.P.C.I.	CP 2213	RANDOM DRUG TEST PROGRAM	04/30/2021	13.50
DBA W.P.C.I.	CP 2213	RANDOM DRUG TEST PROGRAM	04/30/2021	18.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
DBA W.P.C.I.	CP 2213	RANDOM DRUG TEST PROGRAM	04/30/2021	40.50
DBA W.P.C.I.	CP 2213	RANDOM DRUG TEST PROGRAM	04/30/2021	40.50
DBA W.P.C.I.	CP 2213	RANDOM DRUG TEST PROGRAM	04/30/2021	9.00
Total :				261.00
Total WESTERN PATHOLOGY CONSULTING, INC (10570):				261.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6038421	SECONDARY PEDESTAL	07/07/2021	691.25
	6038421	SECONDARY PEDESTAL	07/07/2021	4,838.71
	6038622	#44/0 DEAD END SHOES	07/12/2021	552.23
	6039179	50KVA TRANSFORMERS; OH	07/20/2021	4,796.46
Total :				10,878.65
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				10,878.65
WOODWARD TRACTOR CO (10660)				
	141624	TRAC-HOE RENTAL	07/14/2021	1,130.62
	141624	TRAC-HOE RENTAL	07/14/2021	1,130.63
Total :				2,261.25
Total WOODWARD TRACTOR CO (10660):				2,261.25
WYOMING ASSOCIATION OF MUNICIPALITIES (10770)				
	16814	WAM DUES	07/20/2021	12,242.02
Total :				12,242.02
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				12,242.02
WYOMING CONFERENCE OF BUILDING OFFICIALS (124777)				
	072121	WCBO MEMBERSHIP DUES	07/21/2021	50.00
Total :				50.00
Total WYOMING CONFERENCE OF BUILDING OFFICIALS (124777):				50.00
Grand Totals:				922,269.23

Report GL Period Summary

GL Period	Amount
07/21	298,232.10
06/21	624,037.13
Grand Totals:	922,269.23

Vendor number hash: 6343102
Vendor number hash - split: 67581860
Total number of invoices: 78
Total number of transactions: 582

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	922,269.23	.00	922,269.23
Grand Totals:	922,269.23	.00	922,269.23
		Payroll 07/21/21	264,808.65

			1,187,077.88

Report Criteria:
Invoice Detail.Input date = 07/27/2021
Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: AUGUST 3, 2021
DEPARTMENT: PARKS, RECREATION, & PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

City Operating Agreement with Shoshone Rec District

ACTION TO BE TAKEN

Motion for the Mayor and City Council to enter into a three year operating agreement with the Shoshone Recreation District.

SUMMARY OF INFORMATION

The Shoshone Recreation District Board requests that the City Council resign the agreement dated July 21, 2018 for three additional years. There was general discussion held on March 11th, 2021 between the City Council Governing Body and the Shoshone Recreation District. At that time, no changes to the agreement were mentioned.

FISCAL IMPACT

No changes financially. The SRD will allocate up to 32% of their mill to the City for the operation of the Rec Center. The mill value changes annually, but currently budgeted in the range of \$135,000 per year.

ALTERNATIVES

1. Accept agreement as proposed by Shoshone Recreation District Board and enter into the agreement.
2. Propose changes to the agreement and set up a committee of SRD and City Council Members to discuss proposed changes from City Council.

ATTACHMENTS

1. Copy of proposed Operating Agreement.

AGENDA & SUMMARY REPORT TO

1. Alan Rosenbaum, Chair, Shoshone Recreation District Board
codyfeed@tctwest.net

AGENDA ITEM NO. _____

OPERATING AGREEMENT – JULY 2021
CITY OF CODY AND SHOSHONE RECREATION DISTRICT

The City of Cody has created a Parks and Recreation Department and designated a department head and staff to operate parks, pathways, and recreational programs in the community. The department head for the Parks and Recreation and Public Facilities Department will be the coordinator between the Shoshone Recreation District (SRD) and the City and provide necessary administrative support to the SRD.

The City of Cody agrees that it is in its best interests and to the benefit of the community to utilize the SRD to provide parks, pathways, and recreational programming guidance and to evaluate the quality of parks and programming within the City. As such the SRD will provide recommendations to the City regarding the community Master Plan for Parks and Recreation and regularly monitor the effectiveness of facilities and programming.

The SRD shall have the following duties:

1. Prior to City's budgeting process, SRD will review the recommended budget for the Parks, Recreation and Public Facilities Department and make recommendations to staff and Council concerning budgeting priorities, compliance with the Master Plan, staffing levels, and program effectiveness.
2. The SRD will allocate a minimum of 32% of the annual mill levy to the City of Cody in order to assist in the funding of the Paul Stock Aquatic and Recreation Center. The SRD budget and funding amount allocated to the City will be forwarded to the City Administrator for City budget planning purposes. The City Council will be the final budgeting authority for City recreation programs and Recreation Center.
3. The mill levy payment will be distributed to the City as the mill levy is received by SRD.
4. The SRD may provide additional funding for the Aquatic and Recreation Center equipment replacement. SRD will consider additional financial contributions to the City for recreation program costs that are associated with program equipment, special projects, materials, and supplies.
5. The SRD may advise the City Council with respect to the acquisition, planning, promotion, and development of parks and recreation facilities and open space areas.
6. SRD may establish such committees, as it deems necessary and assign each committee specific duties or functions.

The City shall have the following duties:

1. Periodically hold a joint meeting of Shoshone Recreation Board representatives and City staff to ensure the agreement is working and evaluate any changes that may be needed.
2. Hire and employ such personnel as appropriate to run and maintain the Parks, Recreation and Public Facilities.
3. Maintain, utilize, and replace all equipment and vehicles designated for Parks, Recreation, and Public Facilities purposes.
4. Provide liability and property insurance coverage to all Parks and Recreation and Public Facilities and their contents.

Both the SRD and the City are governmental entities, and as such, neither waive any sovereign or governmental immunity provided to it under the Wyoming Constitution and Wyoming law. Both entities reserve the right to assert immunity as a defense to any action arising under this agreement.

This agreement will replace the Operating Agreement signed July 21, 2018, and be in effect for three years beginning July 21, 2021 unless amended by both the City and the SRD. Either party may terminate this agreement with thirty days written notice to the other party.

Date: _____ by Shoshone Recreation Board Chair,

Alan Rosenbaum,
Shoshone Recreation District Chair

Date: _____ by Mayor of City of Cody,

Matt Hall

MEETING DATE:
DEPARTMENT: CODY POLICE DEPT.
PREPARED BY: CHUCK BAKER CHIEF OF POLICE
DEPT. DIR. APPROVAL: 07/15/21
CITY ADM. APPROVAL: _____
PRESENTED BY: CHUCK BAKER, CHIEF OF POLICE

AGENDA ITEM SUMMARY REPORT **2021-2022 ALCOHOL AND TOBACCO COMPLIANCE INSPECTION** **CONTRACTS**

SUMMARY

The Cody Police Department is requesting that the contracts for the 2021-2022 Alcohol and Tobacco Compliance Inspections, be approved and signed.

BACKGROUND

The Cody Police Department has conducted alcohol and tobacco inspections on establishments within our community that sell alcohol and tobacco for several years. The department would like to continue conducting these inspections.

According to the 2020 Wyoming Association of Sheriffs and Chiefs of Police report on "Alcohol and Crime in Wyoming", although the number of alcohol-involved arrests has decreased significantly in recent years and juvenile arrests resulting in detention accounted for less than 1% of the total custodial arrests, alcohol is still the greatest impact on crime in Wyoming.

As a department, we continue to strive to reduce the number of incidents involving juveniles with regard to illegal possession and use of alcohol and/or tobacco. We address this issue through different actions and policing philosophies, one of which is through our compliance inspections.

FISCAL IMPACT

None. The City of Cody is reimbursed for any expenses incurred in conducting compliance inspections. Reimbursement does cover an officer's overtime when conducting compliance inspections and cash value gift certificates to be given for clerks that comply with the law and refuse to sell to underage minors.

ALTERNATIVES

None

RECOMMENDATION

Staff recommends that the contract be approved as been done in previous years.

AGENDA ITEM NO. _____

ATTACHMENTS

1. 2021-2022 Alcohol Inspection Contract
2. 2021-2022 Tobacco Inspection Contract

AGENDA & SUMMARY REPORT TO:

None

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 990, 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, 2021, through May 28, 2022. 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, 2021 and December 31, 2021. The second Alcohol compliance inspections must take place between January 1, 2022, and May 28, 2022.

- 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
WASCOF

July 1, 2021
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 990, 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, 2022, through June 10, 2022. 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 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 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, 2022, and March 31, 2022. The second tobacco compliance inspections must take place between April 1, 2022, and June 10, 2022.

- 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.epis.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
WASCOF

July 1, 2021

Date

Department

Date

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 will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns, and/or provide additional information. Note: Some request may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferred lead time 14 days minimum to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared the in advance prior to the Tuesday meetings. Note 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 MIKE DARBY DAVE THOMPSON
Organization Represented _____
Date you wish to appear before the Council _____
E-Mail Address Michael.s.darby@hotmail Telephone (307) 582-4221
Names of all individuals who will speak on this topic MIKE DARBY - DAVE THOMPSON
Event Title (if applicable) LRMA STREET DANCE
Date(s) of Event (if applicable) AUG 14TH 2021
Location of Event (if applicable) 12TH STREET BETWEEN Sheridan & The Alley

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) _____

LIVE MUSIC & FUN
Closure starting at 5:00
Open at 10:00
will coordinate with qendyhtes some performance that night

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

Signature Michael S. Darby Date 7/27/21

net to provide insurance



City of Cody
Open Container Permit Application

Organization/Group: IRMA Hotel STREET DANCE
Reservation Date: AUG 14TH 2021 Number of People: _____
Starting Time: 6:00 P.M Ending Time: 10:00 P.M
Location: 12TH STREET BETWEEN SHERIDAN & THE ALLEY
Description of gathering: _____

Fee: **\$50.00** Received by: _____

Name of Representative: IRMA HOTEL
Mailing Address: 1192 SHERIDAN AVE
City, State, Zip Code: CODY, WY. 82414
Telephone Number: 587-4221 899-2904
Day Evening

*** Alcohol may not be served to or consumed by minors under the age of 21.
*** Representative is responsible for obeying all park regulations.

Michael S. Darby
Representative Signature

City Approved By: _____ Date: _____



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 will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns or provide additional information. Some requests may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to 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 Ryan Beardall

Organization Represented Cody High School Students Council

Date you wish to appear before the Council August 3, 2021

Email Address rbear dall@park6.org Telephone 307-899-1704

Names of all individuals who will speak on this topic Ryan Beardall & Students

Event Title (if applicable) Cody High School Homecoming 2021

Date(s) of Event (if applicable) September 20-24, 2021

Location of Event (if applicable) Beck Lake Park and Sheridan Ave

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) _____

Requesting city permission and help for Bonfire at Beck Lake Park on Monday,

September 20, 2021. It will be from 6pm-10pm. Requesting city to help set-up
and clean up sand for the fire.

Requesting permission to hold parade and close Sheridan Ave on Friday, September 24, 2021

Line up is at 1:45pm and the parade will begin at 2:00pm until 2:45pm. Closure includes
Sheridan Ave from 14th St until 9th St. It also requires closing Rumsey Ave from 13th St
until 15th St. and closing 14th St from Sheridan Ave until Salsbury Ave.

Plans and liability insurance is provided.

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

Signature

Date 7/10/2021



WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

Event Name Cody High School Homecoming Parade 2021 Event Date 9/24/2021
Type of Event: Parade
Event Director or Organizer Ryan Beardall Telephone 307-899-1704
Address 1225 10th St, Cody, WY 82414 Email rbeardall@park6.org
Club Affiliation or Sponsor CHS Student Council Estimated Number of Participants 100+

Course Information: ☐ Total closure ☒ Partial closure ☐ Remain open to traffic (Check appropriate box(s) (Explain in Event Description))

I (we) CHS Student Council hereby make application for a special permit
upon the right-of-way of:

highway US 14/16/20 (Cody) between milepost 51.69 and milepost 52.18
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
on 9/24/2021 between 1:45pm and 2:45pm
Date Time Time

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

EVENT DESCRIPTION (Attach event map): _____
Line up for parade will begin at 1:45-2:00, 9/24/2020. Staging will be on 14th St. from Sheridan Ave to Salsbury Ave and on Rumsey Ave from 13th St to 15th St. There will be around 30 entries. Parade will begin at 2:00pm and run along Sheridan Ave from 14th St to 9th St. Float disassembly will be on 9th St and Beck Avenue. Insurance Certificate will be attached.

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

WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000.00 combined single limit for all claims arising out of a single accident or occurrence.

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

Ryan Beardall

Name (Please Print)

Ryan Z Beardall

Signature

07/11/2021

Date (Minimum of 60 days prior to event)

1225 10th St

Address

Cody, WY 82414

City, State and Zip

307-899-1704

Telephone

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

Approved by city or town if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

AGENDA ITEM SUMMARY REPORT

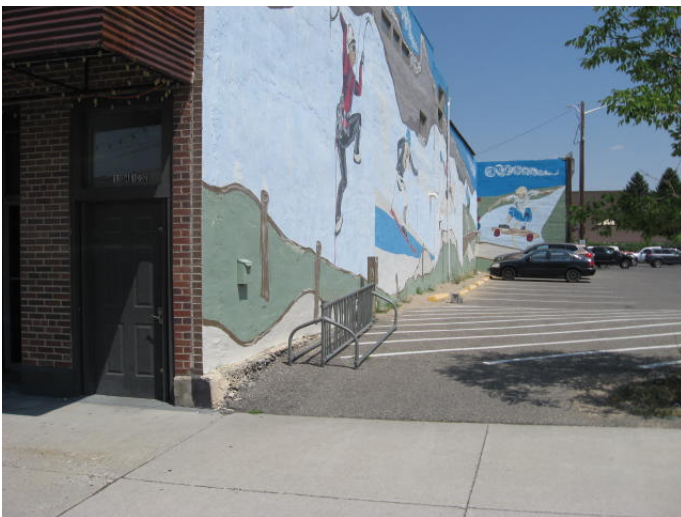
ENCROACHMENT LICENSE FOR A PRIVATE WATERLINE IN THE CORNER OF THE BOB MOORE PARKING LOT

ACTION:

Authorize an encroachment license for installation of a private waterline in the north 10 feet of the west 50 feet of the Bob Moore Parking Lot property.

SUMMARY:

Rob Min of The Cody Lofts, LLC, as owner of 1124 13th Street (the building that recently housed The Local and Whole Foods), has requested permission to install a private waterline in the northwest corner of the Bob Moore parking lot property. The waterline would serve as a fire line for the building, and may also end up being a domestic water service as well. The applicant would like to install the waterline as proposed, so as to avoid tearing up a significant portion of the floor in the front of his building. The proposed route will allow the water line to come into the building in a utility closet.



The applicant originally asked for an easement, but staff had concerns with the permanent nature of an easement and therefore went with an encroachment license. The encroachment license allows the City to request removal of the water line in the future, if needed. That would likely only occur if the City were to vertically expand the Bob Moore Parking lot (either below ground or above ground), and if the waterline directly conflicted with those plans. Current parking demand does not justify such expense, and parking demand is unlikely to justify it for some time. Nevertheless, there is the long-term potential, which is why the encroach license is the method proposed. The area of the license is shown on the attached exhibit.

As the water line would be underground on the City property, it would not affect current use of the parking lot, so staff is not proposing to collect an encroachment fee at the same rate as an above-ground structure, but just \$50 per year.

AGENDA ITEM NO. _____

FISCAL IMPACT

No identified direct costs to the City other than the tracking and billing of the license agreement.
Revenue of \$50 per year while the license is active.

ALTERNATIVES

Approve, deny or amend.

RECOMMENDATION

Authorize the Mayor to sign the attached encroachment license to authorize The Cody Lofts, LLC the use of a 10-foot by 50-foot area in the northwest corner of the Bob Moore parking lot for installation of a private waterline to the building at 1124 13th Street.

ATTACHMENTS

Agreement for Encroachment License

AGENDA ITEM NO. _____

AGREEMENT FOR ENCROACHMENT LICENSE

The parties to this agreement are the City of Cody, Wyoming, (hereinafter CITY), a municipal corporation in Park County, Wyoming, and The Cody Lofts, LLC a Wyoming Limited Liability Company (hereinafter OWNER). This Agreement for Encroachment License is made and entered into as of the date last signed by the parties to this agreement.

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 1124 13th Street, Cody, Wyoming, 82414, described as follows:

The north 40 feet of Lots 17, 18, 19, and 20 AND the north 55 feet of Lots 21 and 22, Block 10, Original town (now City) of Cody, according to the plat recorded in Book "E" of Plats, Page 58, Park County, Wyoming.

WHEREAS, CITY is the owner of certain real property immediately south of OWNER's property, which City property is described as follows:

Lot 17, Block 10, Original town (now City) of Cody, according to the plat recorded in Book "E" of Plats, Page 58, Park County, Wyoming; Except the north 40 feet thereof.

WHEREAS, OWNER desires to install a 4-inch diameter waterline across the north 10 feet of the CITY property described above, which area is identified as the "License Area" on attached Exhibit A. The waterline will serve as a fire line for the building on the OWNER's property at 1124 13th Street, and may also include an additional valve (curb stop) and water line off of the new fire line to provide a domestic water service to the building, which fire line and water service would constitute encroachments on land owned by the CITY; and,

WHEREAS, CITY wishes to establish responsibility for the costs of installing, maintaining, replacing, and removing said waterline and associated water service.

NOW, THEREFORE, in consideration of the mutual covenants and promises described herein, the parties agree as follows:

1. CITY hereby grants to OWNER a revocable encroachment license to utilize the north 10 feet of CITY property, depicted as the "License Area" on Exhibit A, to install a private water line, up to four inches in diameter, and a smaller domestic water service (with a curb stop) off of that private water line, to serve the building at 1124 13th Street. All installation, maintenance, and replacement costs shall be OWNER's responsibility.

2. Owner shall pay to CITY the sum of \$50.00 per year. The fee is for the use of the CITY property for the aforementioned improvements. Such fee shall be paid to CITY prior to installation of the waterline.

3. The term of this agreement shall be August 4, 2021 through August 3, 2022. This license shall be renewable for successive one-year periods. Neither party needs to take any action to renew this agreement for another year. In the event a party wishes to not renew all or part of this agreement, that party shall notify the other party in writing at least ninety (90) days prior to the expiration of the then-current term. Payment from Owner to the City for each year shall be due on or before August 4.

4. Notwithstanding the term outlined above, the license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever, upon ninety (90) days written notice given by the CITY. Upon the expiration of the 90-day written notice, Owner shall have an additional ninety

(90) days to remove the encroachment from the CITY property to the satisfaction of the CITY, at the sole cost and expense of OWNER.

5. Owner assumes all liability for themselves, their lessees, agents, representatives, employees, guests, and invitees, and shall indemnify and hold harmless CITY, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding use of the public right-of-way pursuant to this agreement. This indemnification shall include but not be limited to claims and actions for personal injury, property damage, economic loss, death and all other liabilities and losses to the extent arising under this agreement or from the use of the public right-of-way by Owner, their lessees, agents, representatives, employees or officers. This indemnification shall include reasonable attorney's fees incurred by CITY in defense of any action brought by any party against CITY to the extent arising out of this agreement or Owner's use of the public right-of-way. Nothing in this indemnification shall be construed to extend the CITY's governmental liability established under Wyo. Stat. Ann. § 1-39-118.

6. By entering into this agreement, CITY does not waive its sovereign immunity or governmental immunity, or any of the immunities, defenses or limitations available to it under the Wyoming Constitution and Wyoming law.

7. No provision of this agreement is intended or shall be construed to confer upon or give to any person or entity other than the signatories to this agreement any rights, remedies or other benefits under or by reason of this agreement.

8. This agreement contains the entire understanding of the parties and there are no other promises, covenants or understanding beyond the scope of this written agreement pertaining to these items. This agreement can only be amended in writing, approved and signed by both parties.

CITY OF CODY, WYOMING:

By: _____ Date: _____
Matt Hall, Mayor

Attest: _____
Cynthia D. Baker, Administrative Services Officer

THE CODY LOFTS, LLC,
a Wyoming Limited Liability Company

By: _____
Rob Min
Title:

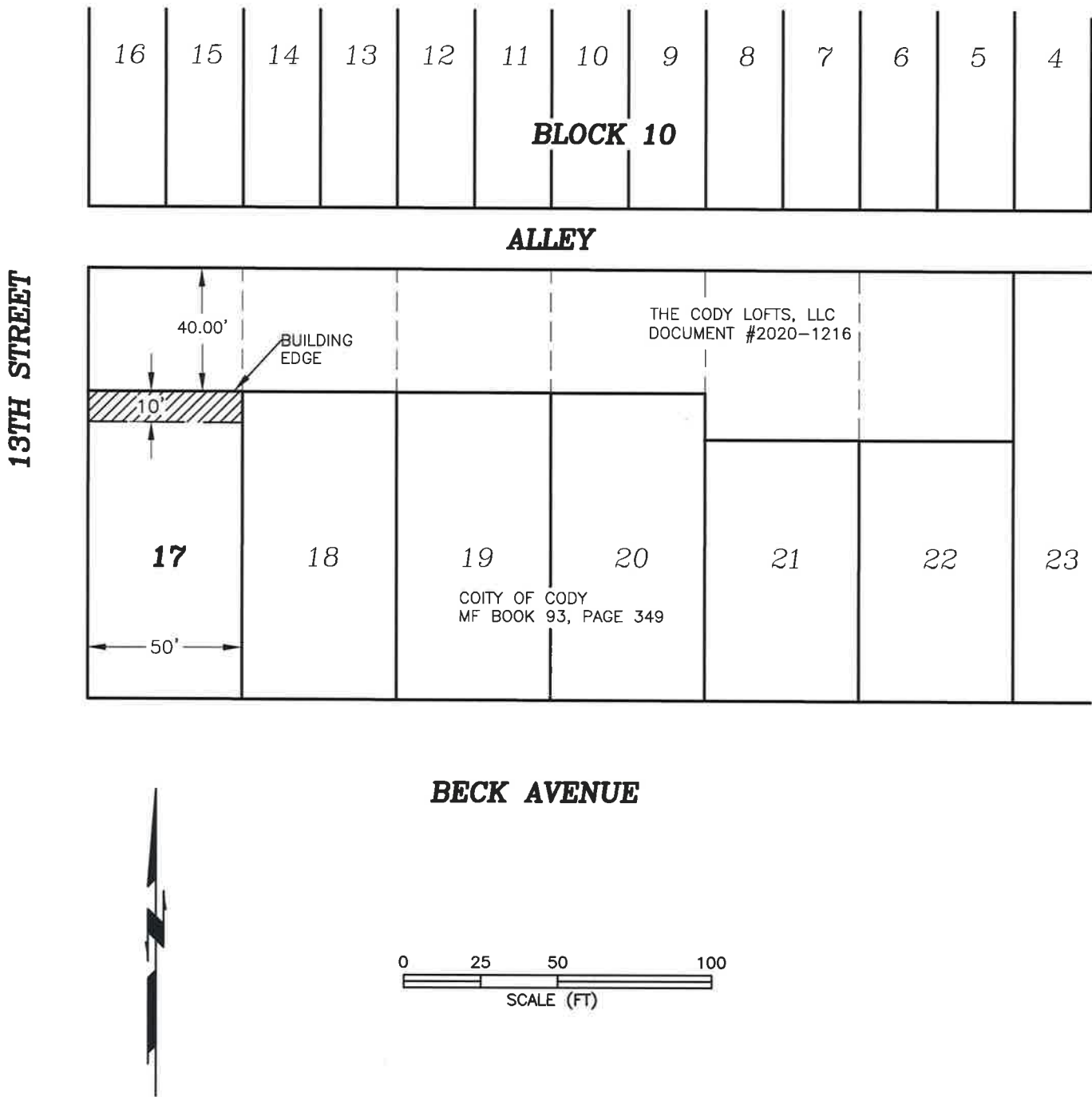
STATE OF WYOMING)
) SS.
COUNTY OF Park)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Rob Min as _____ of The Cody Lofts, LLC.

WITNESS my hand and official seal.

Notary Public
My commission expires_____

EXHIBIT A



DESCRIPTION OF LICENSE AREA

A STRIP FOR UTILITY PURPOSES BEING THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 50.00 FEET OF LOT 17, BLOCK 10, ORIGINAL TOWNSITE, CITY OF CODY, PARK COUNTY, WYOMING;

SAID EASEMENT STRIP CONTAINS 500 SQUARE FEET OR 0.0115 ACRES.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF PARK } SS.

I, LYLE J. CASCIATO, OF ENGINEERING ASSOCIATES IN CODY, WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE PARK COUNTY CLERK'S OFFICE, AND THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



MAP and DESCRIPTION OF LICENSE AREA

- For -

THE CODY LOFTS, LLC

- Located In -

LOT 17, BLOCK 10,
ORIGINAL TOWNSITE, CITY OF CODY,
PARK COUNTY, WYOMING

- Prepared By -

ENGINEERING ASSOCIATES, CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS



JULY 28, 2021
JOB NO. 21013.00
RAO

MEETING DATE: AUGUST 3, 2021

DEPARTMENT: PUBLIC WORKS – WATER

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

PREPARED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Agreement to Cost-share on Public Utility Improvements with Shadow Mountain No. 2 subdivision

ACTION TO BE TAKEN

Approve the Agreement to Cost-share on Public Utility Improvements for the Shadow Mountain No. 2 subdivision, and authorize the mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The City of Cody operates the raw water distribution system in the general vicinity of Mentock Park and Blackburn Street. The Draft Report for the Water Master Plan discussed with the City Council on July 12, 2021, identifies the areas east of Mentock Park as suitable for raw water service expansion, and the Council supported the recommendations for raw water system expansion at the work session. An opportunity to begin that expansion became available with a proposed subdivision in the area, and the agreement required to move the project forward is presented here for approval.

Ed Higbie has received Final Plat approval for the development of the Shadow Mountain No. 2 subdivision for property east of the existing raw water distribution system. With the development of this subdivision, City Staff has proposed that raw water mains and services be installed to all lots and a raw water service be installed for the City's Ted Ebert Park (currently irrigated with treated water). A project overview and estimated construction budget was reviewed with the City Council at the Work Session held on April 15, 2021, and there was general concurrence to move the project forward with inclusion in the FY 2022 Budget.

The specific terms of the Agreement to Cost-share on Public Utility Improvements have been negotiated and finalized with Mr. Higbie. The Agreement requires that the City construct and extend a raw water main from Blackburn Street to the Shadow Mountain No. 2 Subdivision. This portion of the project is planned to be constructed by the City water crew with an approximate length of 1,800 feet. The Agreement further states that the City will cost-share on portions of the raw water "transmission" main (approximately 1,450 feet in length) through the Shadow Mountain No. 2 subdivision, with the maximum amount of cost-share set at \$51,832.43.

The Agreement has been reviewed by the City Attorney, and has been signed by Mr. Higbie.

FISCAL IMPACT

All funding for the project is provided by the Water Enterprise Fund. The approved FY 2022 Budget includes a total funding amount of \$185,722 for the West Avenue Raw Water Line project. If the Agreement is approved, the specified amount of \$51,832.43 for the cost-share will be utilized from the the overall project budget. The remaining budget of approximately \$133,900 is considered adequate to complete the City's portion of the project for the raw water main extension through West Avenue.

ATTACHMENTS

1. Agreement to Cost-share on Public Utility Improvements

AGENDA ITEM NO. _____

AGREEMENT TO COST-SHARE ON PUBLIC UTILITY IMPROVEMENTS

THE PARTIES to this AGREEMENT TO COST-SHARE ON PUBLIC UTILITY IMPROVEMENTS (AGREEMENT) are the City of Cody, Wyoming, a municipal corporation in Wyoming (CITY); and Cottonwood Ventures, LLC, a Limited Liability Company in Wyoming (DEVELOPER). This AGREEMENT is entered into as of the date of last executed by the parties below.

RECITALS

- a. DEVELOPER is the owner of property that is specifically described in a Final Plat recorded on December 31, 2003, at Document No. 2003-12227 with the Park County, Wyoming Clerk's office. The DEVELOPER wishes to build a residential subdivision on the property described to be known as "Shadow Mountain No. 2 Subdivision" located within the City of Cody, Park County, Wyoming consisting of 17.58 acres.
- b. The property described above is not currently served by City Raw Water.
- c. The parties recognize that they will mutually benefit from the extension of City Raw Water to the property for the development of the property.
- d. CITY believes it is in the best interests of the CITY to participate in the sharing of Raw Water extension costs with the DEVELOPER so that City Raw Water is available for further extension to other properties. The cost sharing is subject to the terms and conditions described in this AGREEMENT.

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

1. DEVELOPER shall be responsible for the development, submittal and approval of all plans, specifications, plats, and other documents required by the CITY subdivision requirements and ordinances, and other applicable local, state and federal laws.
2. DEVELOPER shall be responsible for all engineering, design, construction, labor, materials, observations and materials testing fees and costs incurred by DEVELOPER related to the design, development and construction of the Shadow Mountain No. 2 Subdivision, including but not limited to the installation of all required infrastructure including Raw Water mains and service laterals to individual lots (according to City of Cody ordinances, rules and regulations). Raw Water mains and services shall be constructed according to CITY specifications, and DEVELOPER and DEVELOPER's engineers shall consult with CITY in order to ensure that the Raw Water mains are compatible with the City's utility systems.

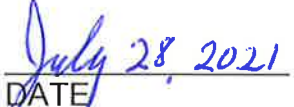
3. In consideration of DEVELOPER paying the cost of Raw Water mains extending through the Shadow Mountain No. 2 Subdivision and to Ted Ebert City Park, the CITY will reimburse DEVELOPER up to **\$51,832.43** from the Water Enterprise Fund for costs DEVELOPER incurred in the construction and installation of the Raw Water mains and appurtenances as itemized and shown in Exhibit 1. CITY shall reimburse DEVELOPER after DEVELOPER has (1) completed construction and installation of all Raw Water mains to City standards, (2) attained final acceptance of all CITY and public infrastructure required with the Shadow Mountain No. 2 Subdivision by the CITY, and (3) recorded the final plat of the Shadow Mountain No. 2 Subdivision with all utility easements required. Reimbursement shall not exceed actual costs incurred for such construction and installation as documented by DEVELOPER, who shall provide invoices, receipts and other proof of payment for such completed infrastructure as requested by CITY.
4. TERMINATION: This AGREEMENT may be terminated by the CITY upon any of the following conditions:
 - a. DEFAULT: If the DEVELOPER defaults in any of its obligations as described in this AGREEMENT, CITY shall give DEVELOPER written notice of such default, and DEVELOPER shall have twenty (20) days to cure such default. If corrections cannot be made within said period, DEVELOPER shall have a reasonable time to correct the default if action is commenced by DEVELOPER to cure the default within twenty (20) days after receipt of the notice. If DEVELOPER fails to cure such default as required by this AGREEMENT, CITY may terminate this AGREEMENT.
 - b. Upon termination of this AGREEMENT, the obligations of both parties shall cease, and neither party shall be obligated to fulfill the obligations described in this AGREEMENT.
5. LIABILITY: DEVELOPER assumes all liability for itself, its agents, its representatives, contractors and employees upon the above-described property pursuant to this agreement. DEVELOPER shall indemnify and hold harmless the CITY, its employees, agents, elected officials and officers for any and all claims, damages, judgments and settlements arising out of DEVELOPER's activities, acts, work, development and use of DEVELOPER's property. This indemnification obligation includes but is not limited to reasonable attorney's fees incurred by CITY in defending any claim, lawsuit or action arising out of DEVELOPER's acts or omissions.
6. DEVELOPER has no authority to act on behalf of CITY in any capacity, and has no authority to bind or obligate the CITY to any contract, agreement or any other obligation.

7. IMMUNITY: By entering into this AGREEMENT, the CITY does not waive its sovereign immunity or governmental immunity, and does not waive the immunities, defenses and limitations provided under the Wyoming Constitution and Wyoming law, and the CITY expressly reserves the right to assert immunity as a defense to any claim or case arising under this AGREEMENT.
8. This AGREEMENT shall not be assigned by DEVELOPER without the prior written approval of the Governing Body of the CITY.
9. This AGREEMENT contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written AGREEMENT.

COTTONWOOD VENTURES, LLC.



EDWIN E. HIGBIE
OPERATING MANAGER



DATE

CITY OF CODY, WYOMING

MATT HALL
MAYOR

DATE

ATTEST:

CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE

CITY OF CODY PAY ITEMS

Bid Item	Description	Est. Quantity	Unit	Unit Cost	Total Cost
70	8" Raw Water Line - AWWA C900 CL 165 purple or white pipe	1,441	LF	\$29.25	\$ 42,149.25
71	8" Valve	2	EA	\$1,830.97	\$ 3,661.93
72	Flared Ends (in pond)	1	EA	\$461.74	\$ 461.74
73	8x8 Tee	4	EA	\$539.65	\$ 2,158.58
74	8" 11.25 Deg Bend	1	EA	\$390.46	\$ 390.46
75	8" 22.5 Deg Bend	2	EA	\$404.73	\$ 809.45
76	8" 45 Deg Bend	4	EA	\$408.53	\$ 1,634.12
77	8" PVC Cap	1	EA	\$566.90	\$ 566.9

Total \$51,832.43

CITY COSTS DOES NOT INCLUDE ANY EXPENSES FOR SURVEYING, DESIGN, STAKING OR CONSTRUCTION OBSERVATION

ADD ON FOR INSTALLATION

TRENCHING/BEDDING/ETC	\$	18.00	LF	\$10 FOR SERVICE LINES
BENDS/TEES/FLARED ENDS/CAPS MAY NEED CMTY/CURB STOP	\$	250.00		
HYDRANTS	\$	1,500.00		
VALVES	\$	500.00		

Northwest	Ferguson/Waterworks	Average
\$9.89	\$14.05	\$11.97
\$1,341.00	\$1,320.93	\$1,330.97
\$180.00	\$243.47	\$211.74
\$219.45	\$359.84	\$289.65
\$106.59	\$174.33	\$140.46
\$117.24	\$192.21	\$154.73
\$120.38	\$196.68	\$158.53
\$67.70	\$566.10	\$316.90

EXHIBIT 1

Cost-share Items

MEETING DATE: AUGUST 3, 2021

DEPARTMENT: PUBLIC WORKS – STREETS

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

PREPARED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Approval of Short Form of Agreement between Owner and Engineer for Professional Services for the 29th Street Pathway Project

ACTION TO BE TAKEN

Approve the Short Form of Agreement between Owner and Engineer for Professional Services with Sage Civil Engineering for the 29th Street Pathway Project, and authorize the mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The City of Cody has received subdivision development applications for two (2) properties along 29th Street. During the review of these project by City Staff, it has been identified that reasonable frontage (street) improvements for both projects include the construction of a multi-use path similar to what is currently in place along 29th Street north of Central Ave. The Bromley Final Plat application has received final approval with a condition requiring a contribution to the City for completion of the path along the project frontage, and the Mountain View Major Subdivision is currently in the Final Plat review phase with a planned condition of approval for the developer to construct the path along the 29th Street and Mountain View Avenue frontages of the project.

As part of the subdivision process, developers of major subdivisions are required per the city code to dedicate land for “Public Use Areas” based on the number of dwelling units contained in the project. The land dedication requirement can also be met by a Cost in Lieu payment by the developer equal to the value of the land to be dedicated. A number of subdivision projects have chosen to pay the Cost in Lieu amount, and the City currently holds approximately \$65,000 in the “Open Space Fees” restricted reserves account.

At the July 27, 2021, City Council Work Session, a presentation was made to propose the use of Cost in Lieu funds for the 29th Street Pathway Project. This project would construct a multi-use path from Central Avenue (northern limits) to the Mountain View Major Subdivision (southern limits). The project would be constructed by the City Streets Crew, and the total project cost is estimated to be \$51,000. The Bromley Subdivision will provide \$11,200 of the required funding, the Mountain View Major Subdivision will provide approximately \$15,800 of the funding (with the subdivision’s Public Use Area Cost in Lieu payment), and the remaining \$24,000 will be funded with a transfer from the Open Space Fees restricted reserve account. The City Council was supportive of using the subdivision contributions and Open Space Fee account balance to fund the overall project, and the approval of this Agreement for Professional Services is one of the first steps to move the project forward.

City Council approval of the Agreement for Professional Services will be subject to final review of all associated documents by the City Attorney prior to execution by the mayor.

AGENDA ITEM NO. _____

FISCAL IMPACT

The proposed agreement has a not-to-exceed fee amount of \$18,300. The 29th Street Pathway Project is not included in the current FY 2022 Budget. The project will be formally established with an upcoming FY 2022 Budget Amendment, and initially funded with a transfer from the “Open Space Fees” restricted reserves account in the amount of \$25,000.

ATTACHMENTS

1. Short Form of Agreement between Owner and Engineer for Professional Services, including Exhibit A and Appendix 1

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 15, 2021 ("Effective Date") between The City of Cody, Wyoming ("Owner") and Sage Civil Engineering ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 29th Street Pathway 2021 Project ("Project").

Engineer's services under this Agreement are generally identified as follows: Topographic survey and design of a plant mix pavement multiple use pathway to be constructed by City of Cody forces. See Exhibit A. ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses will not exceed **\$16,300** without written approval of the Owner.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

1. The total compensation for Additional Services will not exceed **\$2,000** without written approval of the Owner.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the

extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

any way related to this Agreement or the Project, ~~and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.~~

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Cody, Wyoming

Engineer: Sage Civil Engineering

By: _____

Print name: Matt Hall

Title: Mayor

Date Signed: _____

By: David R. Shultz

Print name: David R. Shultz

Title: President

Date Signed: 7/28/21

Engineer License or Firm's Certificate No. (if required):

ES-0597

State of: Wyoming

Address for Owner's receipt of notices:

P.O. Box 2200

Cody, WY 82414

Address for Engineer's receipt of notices:

2824 Big Horn Avenue

Cody, WY 82414

This is **Exhibit A** consisting of 1 page, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 15, 2021.

SERVICES

The Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below for the 29th Street Pathway 2021 Project:

Project Limits are along the west side of 29th Street extending from the south property line of 1913 29th Street north to Central Avenue.

Basic Services

Preliminary Phase:

- Project meeting/field reconnaissance with City staff.

Design Phase:

- Perform preliminary/topographic survey of 29th Street from centerline to west right-of-way line.
- Provide exhibits for City's use to advise the public, residents, and businesses within the project area of proposed improvements.
- Prepare plans and details sufficient for construction to be performed by City forces, to include multiple-use pathway, irrigation crossing(s), storm water infiltration trenches, signage, and mailbox consolidation if possible.
- Meet with City staff to review/modify plan set as necessary.

Construction Support

- Provide staking as requested by City forces.

Additional Services

Provide support services or prepare materials as requested by the City for unforeseen circumstances.

END OF SCOPE

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 15, 2021.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

2021 Labor Rates	
Principal	\$125.00
Project Manager	\$110.00
Design Engineer II	\$90.00
Design Engineer I	\$80.00
GIS Specialist	\$90.00
Water Rights Specialist	\$90.00
Technician II	\$65.00
Technician I	\$55.00
Licensed Land Surveyor	\$110.00
Survey Crew Chief	\$80.00
Survey Technician	\$60.00
Resident Project Representative	\$80.00
Administrative Assistant	\$55.00

Miscellaneous Charges	
4WD Vehicle	\$0.70/mile
2WD Vehicle	\$0.55/mile
ATV	\$10/hour
UTV	\$20/hour
Survey Grade GPS/Robotic Total Station	\$40/hour
Resource Grade GPS	\$10/hour

RESOLUTION 2021-11

A RESOLUTION DESIGNATING THE GRAVEL PARKING LOT AREA NORTH OF NEW CODY RESERVOIR AS A LOCATION FOR A PILOT PROGRAM FOR MOBILE VENDOR USE OUTSIDE OF SPECIAL EVENTS

WHEREAS, the City of Cody Code, Title 3, Chapter 5, Article III: Sections 7-9 provides definitions, permitting and requirement for mobile vendors within the City of Cody municipal limits, and

WHEREAS, this section denotes that the Governing Body, City Administrator, or his/her designee has the ability to authorize use of public property for said mobile vendors provided the Neighborhood or Special Event requirements/definitions are met, and

WHEREAS, the City of Cody Code also allows the governing body to designate, by resolution, certain areas of the city which may be exempt from the Special Event requirements, and

WHEREAS, the governing body finds that the gravel parking lot area north of New Cody Reservoir should be designated as an area for a pilot program to allow Mobile Vendors to operate;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby designates the gravel parking lot area north of New Cody Reservoir for Mobile Vendors to operate outside of the Special Event restrictions adhering to the following requirements:

1. Mobile Vendor(s) must complete the application process, provide all required documentation as note in application and pay the annual fee.
2. Mobile Vendor(s) must request, in writing, minimum of a 48-hour notice, and receive authorization from the City Administrator or his/her designee to be permitted to utilize said area
3. Mobile Vendor(s) will only be allowed to operate Friday, Saturday and/or Sunday not before 9:00 am or after 7:00 p.m. No overnight parking will be allowed.
4. Mobile Vendor(s) will be limited to no more than three vendors allowed to operate on the same days.
5. Mobile Vendor(s) will not be allowed to operate as part of this resolution if the majority of the park has been reserved for a special event or activity, unless authorized as part of that event.
6. Mobile Vendor(s) will pay a fee of \$25/day in advance.
7. Mobile Vendor(s) will be allowed to operate no earlier than June 1st and no later than August 31st annually.
8. Mobile Vendor(s) will park in this designated area as not to block or impede the flow of traffic or pedestrian pathways.
9. Mobile Vendor(s) will provide trash receptacles, as well as, police park area and empty trash receptable(s) located nearby.

PASSED, APPROVED AND ADOPTED ON THIS 3RD DAY OF AUGUST,
2021.

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer