

City of Cody City Council

AGENDA

Tuesday, October 5 2021 – 7:00 p.m.

(Pre-Meeting to begin at 6:55 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 September 21st and Special Work Session Minutes from September 28, 2021.
- b. Approve Vouchers and payroll in the amount of \$695,961.66.
- c. Rescind Resolution 2016-21.

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.

Phillip Bowman – Water Master Plan

3. Public Hearing.

Consider if it is in the public interest to issue a new Restaurant Liquor License to M Lous Dream LLC, dba Zapata's located at 1362 Sheridan Ave.

4. Conduct of Business

- a. Consider approving a new Restaurant Liquor License to M Lous Dream LLC dba Zapata's located at 1362 Sheridan Ave.
Staff Reference: Cindy Baker, Administrative Services Officer
- b. Resolution 2021-19
A Resolution to enroll in the Wyoming Cooperative Liquid Assess Securities System (CLASS)

Staff Reference: Leslie Brumage, Finance Officer

- c. Consider approval of an Amendment to the existing Agreement to Cost-share on Public Utility Improvements between the City of Cody and Ronald and Kelly Hunt (Buffalo Bluff RV)

Staff Reference: Phillip Bowman, Public Works Director

- d. Consider Approval of Amendment No. 1 to the Professional Services Agreement with Engineering Associates for the YRA Waterline Replacement Project.

Staff Reference: Phillip Bowman, Public Works Director

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

.
October 12, 2021 – Tuesday– Work Session – 5:30 p.m. (tentative)
October 19, 2021 – Tuesday – Regular Council Meeting – 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, September 21, 2021

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

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

Absent: Council Member Jerry Fritz,

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

Council Member Ballard made a motion seconded by Council Member Baily to approve the agenda with the removal of item a from the conduct of business. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Rasmussen to approve the Consent Calendar which included minutes from the September 7th meeting and minutes from the September 14th work session, and approve vouchers and payroll in the amount of \$1,949,077.16. Vote was unanimous.

RESOLUTION 2021-16

A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT FOR THE INSTALLATION OF A FIRE SUPPRESSION SYSTEM AND SOUND SYSTEM UPGRADE IN THE CITY AUDITORIUM BUILDING. Council Member Baily made a motion seconded by Council Member Quick to approve Resolution 2021-16. Vote was unanimous.

RESOLUTION 2021-17

A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT TO PROVIDE FUNDING FOR TWO FULL TIME POSITIONS AS ADDRESSED AS NEGATIVE ECONOMIC IMPACTS BY RESTORING PUBLIC SECTOR CAPACTIY. Council Member Swett made a motion seconded by Council Member Baily to approve Resolution 2021-17. Vote was unanimous

Mayor Hall adjourned the meeting at 7:08 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, September 28, 2021

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, September 28, 2021 at 5:30 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Emily Swett, Andrew Quick, Jerry Fritz, and Heidi Rasmussen, City Administrator, Barry Cook and Administrative Service Officer, Cindy Baker.

Absent: Council Member Justin Baily.

Mayor Hall called the meeting to order at 5: p.m.

At 5:30 p.m. Council Member Ballard made a motion seconded by Council Member Rasmussen to enter into an Executive Session pursuant to W.S. 16-4-405(a)(iii) (litigation or proposed litigation) and W.S. 16-4-405-(a) (ix)(other matters considered confidential by law). Council Member Ballard made a motion seconded by Council Member Rasmussen to exit the Executive Session at 5:38. No action was taken.

City Administrator, Barry Cook discussed if the Council wanted the City of Cody to respond to interest of holding the WAM 2023 Convention. The Council indicated for staff to respond to WAM in the affirmative to be considered to hold the convention.

Leslie Brumage, Finance Officer discussed with the Council the potential upgrading of the Water Crane. Staff was directed to proceed.

City Attorney, Scott Kolpitcke discussed Resolution 2016-21. Staff was directed to put on a future agenda.

Phillip Bowman, Public Works Director discussed the Final Water Master Plan.

City Administrator, Barry Cook provided the Governing Body with an update on an employee survey, Easement of a detention pond on Cooper Lane and the Charter Franchise. No action was taken.

Mayor Hall adjourned the Work Session at 6:40 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice Detail.Input date = 09/28/2021

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
AMERICAN PUBLIC POWER ASSOCIATION (610)				
	367923	ANNUAL APPA DUES	05/17/2021	5,739.16
Total :				5,739.16
Total AMERICAN PUBLIC POWER ASSOCIATION (610):				5,739.16
ANIXTER INC (130622)				
	4904746-00	TRANSFORMER BASEMENTS	09/10/2021	4,040.66
	4904748-00	TRANSFORMER BASEMENTS	09/10/2021	1,864.92
	4927191-00	TRANSFORMER BASEMENTS	09/10/2021	932.46
	5006116-01	LED ROADWAY LIGHTS	09/09/2021	3,599.94
	5006116-01	LED ROADWAY LIGHTS	09/09/2021	1,199.98
	5006116-01	LED ROADWAY LIGHTS	09/09/2021	1,799.97
	5006116-01	LED ROADWAY LIGHTS	09/09/2021	2,399.96
Total :				15,837.89
Total ANIXTER INC (130622):				15,837.89
ATCO INTERNATIONAL (127716)				
	I0584799	LABORATORY GRADE CLEANER	09/16/2021	482.60
Total :				482.60
Total ATCO INTERNATIONAL (127716):				482.60
BIG HORN HORTICULTURAL SERVICE (123189)				
	10422	WEED CONTROL - SOFTBALL	09/15/2021	1,227.50
Total :				1,227.50
Total BIG HORN HORTICULTURAL SERVICE (123189):				1,227.50
BLANKENSHIP QUALITY CONCRETE LLC (1320)				
	1651	CONIFER VALLEY GUTTERS	09/10/2021	1,872.00
	1651	CURB/GUTTER CONIFER LN	09/10/2021	2,196.90
Total :				4,068.90
Total BLANKENSHIP QUALITY CONCRETE LLC (1320):				4,068.90
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	210903457794	INSURANCE OCT 2021	09/03/2021	175,619.34
Total :				175,619.34
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				175,619.34
CASELLE, INC (1930)				
	110909	PURCHASE ORDER MODULE SET UP	08/30/2021	550.00
	112129	PURCHASE ORDER MODULE	09/03/2021	31.00
	112129	PURCHASE ORDER MODULE	09/03/2021	116.00
	112129	PURCHASE ORDER MODULE	09/03/2021	19.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	112129	PURCHASE ORDER MODULE	09/03/2021	9.00
	112129	PURCHASE ORDER MODULE	09/03/2021	12.00
	112129	PURCHASE ORDER MODULE	09/03/2021	92.00
	112129	PURCHASE ORDER MODULE	09/03/2021	30.00
	112129	PURCHASE ORDER MODULE	09/03/2021	19.00
	112129	PURCHASE ORDER MODULE	09/03/2021	6.00
	112129	PURCHASE ORDER MODULE	09/03/2021	74.00
	112129	PURCHASE ORDER MODULE	09/03/2021	164.00
	112129	PURCHASE ORDER MODULE	09/03/2021	122.00
	112129	PURCHASE ORDER MODULE	09/03/2021	316.00
Total :				1,560.00
Total CASELLE, INC (1930):				1,560.00
CENTURY LINK (10091)				
	91921	UTILITIES - CENTURY LINK	09/19/2021	44.68
Total :				44.68
Total CENTURY LINK (10091):				44.68
COLLING, BENJAMIN (132809)				
	13.1810.63	REFUND UTILITY DEPOSIT	09/16/2021	35.23
Total :				35.23
Total COLLING, BENJAMIN (132809):				35.23
DEARBORN LIFE INSURANCE COMPANY (131563)				
	100121	PREMIUM OCT 2021	09/01/2021	398.88
Total :				398.88
Total DEARBORN LIFE INSURANCE COMPANY (131563):				398.88
EAGLE RECOVERY, LLC (126679)				
	16968	TOW UNIT A17 TO CITY SHOP	07/19/2021	175.00
	18651	TOWING - CHIP SEAL	08/12/2021	57.00
Total :				232.00
Total EAGLE RECOVERY, LLC (126679):				232.00
EGGER, BEAU (126045)				
	20014656192	REIMBURSEMENT FOR DUTY SHIRTS	09/06/2021	204.00
Total :				204.00
Total EGGER, BEAU (126045):				204.00
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	422516	COLIFORM TESTING	09/17/2021	110.00
DEPARTMENT 6250	423780	DISINFECTION BYPRODUCT TESTING	09/23/2021	604.00
Total :				714.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total ENERGY LABORATORIES, INC (4120):				714.00
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	170.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	170.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	34.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	170.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	170.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	34.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	34.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	85.00
BIG HORN FOOD SERVICES	46381	COPY PAPER	09/15/2021	853.00
Total :				1,720.00
Total ENNIST III, ROBERT F (131798):				1,720.00
EXPRESS SERVICES INC (132433)				
	26020245	TEMP EMPLOYMENT - PARKS	09/14/2021	1,514.74
	26054591	TEMP EMPLOYMENT - PARKS	09/21/2021	1,473.64
Total :				2,988.38
Total EXPRESS SERVICES INC (132433):				2,988.38
FIFTH ASSET INC (132808)				
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	368.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	1,472.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	2,759.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	920.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	1,104.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	368.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	1,104.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	368.00
DBA DEBTBOOK	1110	LEASE ACCOUNTING SOFTWARE	09/09/2021	1,287.00
Total :				9,750.00
Total FIFTH ASSET INC (132808):				9,750.00
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	136385	ASPHALT RUMSEY AVE 14TH-15TH NORTH SIDE	09/12/2021	5,306.85
Total :				5,306.85
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				5,306.85
HEAVEN'S BEST CARPET CLEANING (132813)				
OR ANZUREZ, CINDY	5.1426.23	REFUND UTILITY DEPOSIT	09/17/2021	345.63
Total :				345.63
Total HEAVEN'S BEST CARPET CLEANING (132813):				345.63
HIGH COUNTRY ROOFING (128476)				
	2341	VENT CAP REPLACEMENT	08/13/2021	74.12

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				74.12
Total HIGH COUNTRY ROOFING (128476):				74.12
HINKLE, JEFF (132811)				
	14.5470.30	REFUND UTILITY DEPOSIT	09/15/2021	102.84
Total :				102.84
Total HINKLE, JEFF (132811):				102.84
HOTSY EQUIPMENT OF WYOMING, INC (131010)				
	4546	HOTSY WAND	09/02/2021	55.00
	5167	HOTSY MAINTENANCE	09/07/2021	275.00
Total :				330.00
Total HOTSY EQUIPMENT OF WYOMING, INC (131010):				330.00
JOLLEY, JORDAN (132812)				
	32468258	REC CENTER REFUND	09/13/2021	90.00
Total :				90.00
Total JOLLEY, JORDAN (132812):				90.00
KISPERT, MARGARET (132538)				
	13.0710.17	REFUND UTILITY DEPOSIT	09/10/2021	98.09
Total :				98.09
Total KISPERT, MARGARET (132538):				98.09
LCP TRACKER INC (132797)				
	IR-16915	CERTIFIED PAYROLL TRACKING SOFTWARE	08/30/2021	4,450.00
Total :				4,450.00
Total LCP TRACKER INC (132797):				4,450.00
MOTOROLA SOLUTIONS, INC. (6840)				
	8281244600	WIRELESS MICS FOR PORTABLE RADIOS	09/13/2021	797.00
	8281245507	BATTERIES FOR WIRELESS MIC	09/14/2021	357.85
Total :				1,154.85
Total MOTOROLA SOLUTIONS, INC. (6840):				1,154.85
ONIX NETWORKING CORPORATION (132516)				
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	3,964.48
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	834.62
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	695.52
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	4,103.58
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	417.30
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	417.30
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	1,112.83
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	695.52

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	417.30
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	139.11
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	139.11
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	139.11
	BD0006950	GOOGLE WORKSPACE BUSINESS PLUS	08/26/2021	834.62
Total :				13,910.40
Total ONIX NETWORKING CORPORATION (132516):				13,910.40
PARK COUNTY (7670)				
	7071	LEC CONTRACT - DISPATCH	09/01/2021	223.57
	7071	LEC CONTRACT - DISPATCH	09/01/2021	3,800.53
	7071	LEC CONTRACT - DISPATCH	09/01/2021	670.68
	7071	LEC CONTRACT - DISPATCH	09/01/2021	17,661.27
	7071	LEC CONTRACT - CAPITOL EQUIPMENT	09/01/2021	4,520.00
	7071	LEC CONTRACT - MAINTENANCE	09/01/2021	1,807.46
	7071	LEC CONTRACT - CONSOLE	09/01/2021	39.15
	7071	LEC CONTRACT - CONSOLE	09/01/2021	665.61
	7071	LEC CONTRACT - CONSOLE	09/01/2021	117.46
	7071	LEC CONTRACT - CONSOLE	09/01/2021	3,093.14
	7071	LEC CONTRACT - UTILITIES	09/01/2021	1,114.78
	7071	ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	09/01/2021	204.52-
	7071	ANTI VIRUS CLIENT CREDIT	09/01/2021	34.79-
Total :				33,474.34
Total PARK COUNTY (7670):				33,474.34
PARK COUNTY ANIMAL SHELTER (5120)				
	083021	VETERINARY CARE CASE # 21-439	08/30/2021	2,400.00
Total :				2,400.00
Total PARK COUNTY ANIMAL SHELTER (5120):				2,400.00
PARK COUNTY PUBLIC HEALTH (7720)				
	39	HEP B VACCINATION	09/10/2021	20.00
Total :				20.00
Total PARK COUNTY PUBLIC HEALTH (7720):				20.00
PARK DISTRICT COURT (132610)				
	091521	GARNISHMENT Civil #29877	09/16/2021	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
QUALITY ASPHALT PAVING, INC (125010)				
	2227	ASPHALT PATCHING RUMSEY AVE	09/10/2021	7,276.50
	2239	ASPHALT REPAIR	09/21/2021	9,200.00
Total :				16,476.50
Total QUALITY ASPHALT PAVING, INC (125010):				16,476.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
RIMROCK TIRE INC (8530)				
	2-222108	TIRE - K22	09/20/2021	394.95
Total :				394.95
Total RIMROCK TIRE INC (8530):				394.95
ROCKY MOUNTAIN POWER (7570)				
	09172021	UTILITIES - ROCKY MOUNTAIN POWER	10/05/2021	27.64
	09172021	UTILITIES - ROCKY MOUNTAIN POWER	10/05/2021	246.83
Total :				274.47
Total ROCKY MOUNTAIN POWER (7570):				274.47
SABER PEST CONTROLL LLC (131183)				
	AUD155	PEST CONTROL - AUDITORIUM	09/20/2021	80.00
	CH155	PEST CONTROL - CITY HALL	09/20/2021	60.00
	REC155	PEST CONTROL - REC CENTER	09/20/2021	90.00
	REC155	PEST CONTROL - REC CENTER	09/20/2021	90.00
Total :				320.00
Total SABER PEST CONTROLL LLC (131183):				320.00
SMITH, SPENCER (130900)				
SPENCER SMITH CONSTRUCTION LL	53.1004.10	HYDRANT METER DEPOSIT REFUND	09/22/2021	351.49
SPENCER SMITH CONSTRUCTION LL	53.1004.10A	REFUND LATE FEE	09/28/2021	40.00
Total :				391.49
Total SMITH, SPENCER (130900):				391.49
SOMMER, CYNTHIA (132810)				
	32483854	REC CENTER REFUND	09/14/2021	462.00
Total :				462.00
Total SOMMER, CYNTHIA (132810):				462.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15609	OUTSOURCE BILLS	09/15/2021	15.52
ADVANCED INFO SYSTEMS	15609	OUTSOURCE BILLS	09/15/2021	95.91
ADVANCED INFO SYSTEMS	15609	OUTSOURCE BILLS	09/15/2021	87.81
ADVANCED INFO SYSTEMS	15609	OUTSOURCE BILLS	09/15/2021	87.22
ADVANCED INFO SYSTEMS	15609	OUTSOURCE BILLS	09/15/2021	108.39
ADVANCED INFO SYSTEMS	15611	OUTSOURCE BILLS	09/22/2021	6.48
ADVANCED INFO SYSTEMS	15611	OUTSOURCE BILLS	09/22/2021	40.06
ADVANCED INFO SYSTEMS	15611	OUTSOURCE BILLS	09/22/2021	36.68
ADVANCED INFO SYSTEMS	15611	OUTSOURCE BILLS	09/22/2021	36.43
ADVANCED INFO SYSTEMS	15611	OUTSOURCE BILLS	09/22/2021	45.27
Total :				559.77
Total SYSTEMS GRAPHICS INC (129162):				559.77
TEREX USA LLC (129570)				
	7158653	E02 ANNUAL INSPECTIONS	09/14/2021	600.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7158654	E02 MAINTENANCE	09/14/2021	606.08
	7158655	E04 ANNUAL INSPECTION	09/14/2021	600.00
	7158656	E05 ANNUAL INSPECTION	09/14/2021	600.00
	7158657	E05 MAINTENANCE	09/14/2021	589.85
	7158658	E06 ANNUAL INSPECTION	09/14/2021	600.00
	7158659	E06 REPAIRS	09/14/2021	545.00
	7158758	E04 MAINTENANCE	09/14/2021	606.08
Total :				4,747.01
Total TEREX USA LLC (129570):				4,747.01
THE OFFICE SHOP INC (7440)				
	180122	COPIER CONTRACT - POLICE DEPARTMENT	09/10/2021	1,202.02
Total :				1,202.02
Total THE OFFICE SHOP INC (7440):				1,202.02
TWO SISTERS CONTRACTING LLC (132780)				
	1017	CONCRETE RIVER VIEW DR	09/07/2021	2,470.00
	1019	CONCRETE HANDICAP	09/07/2021	2,186.00
Total :				4,656.00
Total TWO SISTERS CONTRACTING LLC (132780):				4,656.00
WELLS FARGO COMMERICAL CARD (132565)				
	092321	batteries for sound system in Aquatics	09/23/2021	110.32
	092321	fuel to get to training for Suzanne for her recertification.	09/23/2021	44.09
	092321	pool chemicals and reagents	09/23/2021	171.46
	092321	pool chemicals and reagents	09/23/2021	171.47
	092321	birthday party soda	09/23/2021	23.33
	092321	pizza for birthday party	09/23/2021	56.41
Total Aquatics:				577.08
	092321	football pants	09/23/2021	62.72
	092321	football pants	09/23/2021	199.95
	092321	football pants	09/23/2021	149.95
Total Athletics:				412.62
	092321	nuts and bolts to repair swim suit spinner	09/23/2021	4.68
	092321	batteries for emergency exits	09/23/2021	25.98
	092321	replace shower head in therapy pool	09/23/2021	22.99
	092321	paint for Public Works	09/23/2021	69.57
Total City Facilities:				123.22
	092321	Yearly subscription for Park County iDoc Program	09/23/2021	100.00
	092321	9 Volt Batteries	09/23/2021	9.99
	092321	Jacket and shirts for Building Inspectors	09/23/2021	260.00
	092321	ICC 2021 Codes tabs	09/23/2021	1,523.50
	092321	Screw driver, tap measure	09/23/2021	39.97
Total Community Development:				1,933.46

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	batteries	09/23/2021	55.92
	092321	walk behind concrete saw	09/23/2021	2,300.00
	092321	saw blade	09/23/2021	266.00
	092321	electrical tape	09/23/2021	209.80
	092321	equipment rental	09/23/2021	9,914.60
	092321	WRONG CHARGE AND WAS REFUNDED	09/23/2021	98.21
	092321	torx set	09/23/2021	17.99
	092321	cleaning rags	09/23/2021	29.98
	092321	wasp spray for trucks	09/23/2021	92.71
	092321	DEF	09/23/2021	209.90
	092321	COFFEE	09/23/2021	10.39
	092321	REFUND	09/23/2021	98.21-
	092321	ring term. for metering	09/23/2021	100.38
	092321	wiper blades	09/23/2021	60.24
	092321	Food	09/23/2021	62.57
	092321	Motel	09/23/2021	532.80
	092321	Fuel	09/23/2021	56.81
	092321	Food	09/23/2021	16.58
	092321	Food	09/23/2021	37.18
	092321	coffee,plates,forks	09/23/2021	80.57
	092321	tissuelysol	09/23/2021	31.37
	092321	batteries	09/23/2021	27.96
Total Electric:				14,113.75
	092321	vacancy ad	09/23/2021	25.20
	092321	vacancy ad	09/23/2021	95.00
	092321	concerts in the park	09/23/2021	340.00
	092321	position vacancy	09/23/2021	185.60
	092321	surplus equipment ad	09/23/2021	250.80
	092321	yra waterline bid	09/23/2021	552.30
	092321	chip seal ads	09/23/2021	843.20
	092321	minutes and other legal publications	09/23/2021	2,516.90
	092321	sonic wall	09/23/2021	2,099.43
	092321	Wyoming Business Law	09/23/2021	511.00
	092321	meeting expenses	09/23/2021	19.07
	092321	Adobe Sign software	09/23/2021	100.77
	092321	Adobe Sign Software	09/23/2021	369.49
	092321	Adobe Sign Software	09/23/2021	67.18
	092321	Adobe Sign Software	09/23/2021	33.59
	092321	Adobe Sign Software	09/23/2021	302.31
	092321	Adobe Sign Software	09/23/2021	33.59
	092321	Adobe Sign Software	09/23/2021	100.77
	092321	Adobe Sign Software	09/23/2021	67.18
	092321	Adobe Sign Software	09/23/2021	33.59
	092321	Adobe Sign Software	09/23/2021	235.13
	092321	Adobe Sign Software	09/23/2021	537.44
	092321	Adobe Sign Software	09/23/2021	403.08
	092321	Adobe Sign Software	09/23/2021	1,074.92
	092321	vacancy advertising	09/23/2021	117.50
	092321	vacancy advertising	09/23/2021	32.25
	092321	concerts in the park ad	09/23/2021	247.52
	092321	vacancy advertising	09/23/2021	179.00
	092321	shipping itron loaner equipment back	09/23/2021	43.65
	092321	Repairs to Kenco system	09/23/2021	317.50
	092321	Fire Safety Inspection	09/23/2021	192.50
	092321	Years of Service Mike Fink	09/23/2021	40.00
	092321	Years of Service Justin Dollard	09/23/2021	40.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	Refund saw blade	09/23/2021	13.30-
	092321	Utilities - City of Cody	09/23/2021	1,971.36
	092321	Utilities - City of Cody	09/23/2021	5,981.63
	092321	Utilities - City of Cody	09/23/2021	369.07
	092321	Utilities - City of Cody	09/23/2021	307.64
	092321	Utilities - City of Cody	09/23/2021	670.54
	092321	Utilities - City of Cody	09/23/2021	11,821.62
	092321	Utilities - City of Cody	09/23/2021	929.51
	092321	Utilities - City of Cody	09/23/2021	.09
	092321	Utilities - City of Cody	09/23/2021	7,124.79
	092321	Utilities - City of Cody	09/23/2021	7,121.72
	092321	Utilities - City of Cody	09/23/2021	15.49
	092321	Utilities - City of Cody	09/23/2021	1,044.11
	092321	Utilities - City of Cody	09/23/2021	1,330.74
	092321	Utilities - City of Cody	09/23/2021	1,330.74
	092321	Utilities - City of Cody	09/23/2021	327.99
	092321	Utilities - City of Cody	09/23/2021	637.94
	092321	Utilities - City of Cody	09/23/2021	39.00
	092321	Utilities - City of Cody	09/23/2021	11.00
	092321	Utilities - City of Cody	09/23/2021	3.40
	092321	Utilities - City of Cody	09/23/2021	427.03
	092321	dell laptop	09/23/2021	1,469.25
	092321	Utilities - TCT	09/23/2021	87.84
	092321	Utilities - TCT	09/23/2021	1,531.75
	092321	Utilities - TCT	09/23/2021	56.45
	092321	Utilities - TCT	09/23/2021	198.73
	092321	Utilities - TCT	09/23/2021	532.23
	092321	Utilities - TCT	09/23/2021	531.83
	092321	Utilities - TCT	09/23/2021	87.84
	092321	Utilities - TCT	09/23/2021	198.73
	092321	Utilities - TCT	09/23/2021	204.75
	092321	Utilities - TCT	09/23/2021	89.95
	092321	Utilities - TCT	09/23/2021	56.45
	092321	Utilities - TCT	09/23/2021	62.39
	092321	monitors eight	09/23/2021	1,805.76
	092321	office supplies	09/23/2021	18.05
	092321	breakroom supplies	09/23/2021	19.90
	092321	filters SC007	09/23/2021	23.23
	092321	filters A11 A19 A13 A104 A03 A17 A05 A02, battery A102, radiator cap wipers A104, intake transfer unit fuel pump A09	09/23/2021	698.70
	092321	filters I11 G16 B19 B18	09/23/2021	83.41
	092321	filters and oil B11	09/23/2021	38.54
	092321	battery B44, filters B14 B15	09/23/2021	193.24
	092321	thread seal	09/23/2021	14.39
	092321	magnifier for office	09/23/2021	12.99
	092321	filter and capsule B13	09/23/2021	24.24
	092321	filters B36	09/23/2021	20.87
	092321	filters lift station generators	09/23/2021	20.88
	092321	filters B40 B42, fluid D08	09/23/2021	33.22
	092321	concert in the park	09/23/2021	123.76
	092321	vacancy ad	09/23/2021	122.00
	092321	vacancy ad	09/23/2021	30.50
	092321	Utilities - Verizon	09/23/2021	297.95
	092321	Utilities - Verizon	09/23/2021	165.92
	092321	Utilities - Verizon	09/23/2021	243.00
	092321	Utilities - Verizon	09/23/2021	41.48
	092321	Utilities - Verizon	09/23/2021	41.48
	092321	Utilities - Verizon	09/23/2021	96.45
	092321	Utilities - Verizon	09/23/2021	631.33

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	Utilities - Verizon	09/23/2021	234.38
	092321	Utilities - Verizon	09/23/2021	13.69
	092321	Utilities - Verizon	09/23/2021	14.10
	092321	Utilities - Verizon	09/23/2021	82.96
	092321	Utilities - Verizon	09/23/2021	122.97
	092321	Utilities - Verizon	09/23/2021	90.06
	092321	Utilities - Verizon	09/23/2021	106.76
	092321	Utilities - Verizon	09/23/2021	41.48
	092321	Utilities - Verizon	09/23/2021	96.45
	092321	Utilities - Verizon	09/23/2021	36.44
	092321	Utilities - Verizon	09/23/2021	32.35
	092321	Utilities - Verizon	09/23/2021	132.64
	092321	Utilities - Verizon	09/23/2021	13.15
	092321	Utilities - Verizon	09/23/2021	52.16
	092321	Utilities - Verizon	09/23/2021	112.97
	092321	Utilities - Verizon	09/23/2021	137.91
	092321	Utilities - Verizon	09/23/2021	13.69
	092321	Utilities - Verizon	09/23/2021	24.29
	092321	Utilities - Verizon	09/23/2021	40.01
	092321	Utilities - Verizon	09/23/2021	40.01
	092321	Utilities - Verizon	09/23/2021	39.99
	092321	concerts in the park	09/23/2021	270.00
	092321	folders and sheet protectors	09/23/2021	19.82
	092321	batteries	09/23/2021	10.82
	092321	coffee filters	09/23/2021	1.38
	092321	soap for tire repairs	09/23/2021	3.74
	092321	sugar	09/23/2021	2.18
	092321	keyboard	09/23/2021	21.99
	092321	file pockets	09/23/2021	19.99
	092321	Work Boots - Ethan	09/23/2021	482.19
	092321	concerts in the park	09/23/2021	170.00
	092321	vacancy	09/23/2021	134.00
	092321	vacancy	09/23/2021	100.80
	092321	vacancy	09/23/2021	29.65
	092321	minutes	09/23/2021	1,575.50
	092321	wage publication	09/23/2021	1,144.25
	092321	Risk assessments	09/23/2021	287.40
	092321	monitor - two	09/23/2021	500.00
	092321	YOS clock Ron Miller	09/23/2021	56.59
	092321	cables - eight	09/23/2021	46.27
	092321	micro/magnetic screw driver set	09/23/2021	13.99
	092321	random drug test	09/23/2021	94.50
	092321	random drug test	09/23/2021	45.00
	092321	random drug test	09/23/2021	9.00
	092321	random drug test	09/23/2021	40.50
	092321	random drug test	09/23/2021	27.00
	092321	random drug test	09/23/2021	13.50
	092321	random drug test	09/23/2021	36.00
	092321	return	09/23/2021	16.19-
	092321	lens F05	09/23/2021	9.23
	092321	filter and oil K32G	09/23/2021	28.26
	092321	printer	09/23/2021	329.00
	092321	flash drive	09/23/2021	23.90
	092321	Years of Service, Frank Chenoweth, Dean Steppe	09/23/2021	119.90
	092321	Years of Service Luana Govin	09/23/2021	59.95
	092321	Years of Service Gary Wheeler	09/23/2021	59.95
	092321	Safety Boots for Mike Brantz	09/23/2021	359.98
	092321	sonic wall	09/23/2021	1,361.37

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	sonic wall	09/23/2021	733.06
	092321	Adobe Pro	09/23/2021	466.96
	092321	speakers	09/23/2021	159.92
	092321	usb docking station	09/23/2021	165.06
	092321	Utilities - City of Cody	09/23/2021	318.48
	092321	Utilities - City of Cody	09/23/2021	.77
	092321	Utilities - City of Cody	09/23/2021	3,658.45
	092321	Utilities - City of Cody	09/23/2021	68.93
	092321	Utilities - City of Cody	09/23/2021	304.55
	092321	Utilities - City of Cody	09/23/2021	9,039.69
	092321	Utilities - City of Cody	09/23/2021	44.42
	092321	refund returned item	09/23/2021	159.92-
Total General Government:				87,139.29
	092321	Shovel	09/23/2021	22.99
	092321	Irrigation	09/23/2021	250.00
	092321	Irrigation	09/23/2021	200.00
	092321	Irrigation	09/23/2021	85.80
	092321	Paint	09/23/2021	4.99
	092321	Field paint	09/23/2021	465.83
	092321	Irrigation	09/23/2021	38.60
	092321	Batteries	09/23/2021	14.99
	092321	Toilet repair Kit	09/23/2021	2.00-
	092321	Toilet repair kit	09/23/2021	10.99
	092321	Toilet repair Kit	09/23/2021	14.99
	092321	Toilet repair kit	09/23/2021	12.99-
	092321	Mower chute	09/23/2021	122.87
	092321	Vault deodorizer	09/23/2021	29.61
	092321	Uniforms	09/23/2021	61.97
	092321	Field Paint	09/23/2021	836.40
	092321	Paint Striper	09/23/2021	142.89
	092321	Irrigation	09/23/2021	3.18
	092321	Irrigation	09/23/2021	31.56
	092321	Irrigation	09/23/2021	3.58
	092321	Tree removals/trimming	09/23/2021	600.00
	092321	Irrigation	09/23/2021	87.68
Total Parks:				3,013.93
	092321	C12 Car Wash	09/23/2021	9.00
	092321	Duty belt C12	09/23/2021	69.86
	092321	Coffee	09/23/2021	242.40
	092321	Coffee	09/23/2021	109.22
	092321	RETURN Duty Belt C12	09/23/2021	66.00-
	092321	Plastic utensils	09/23/2021	67.79
	092321	Monitor Cables	09/23/2021	19.18
	092321	Coffee	09/23/2021	128.25
	092321	UA to Lab	09/23/2021	11.14
	092321	Photographing the Death Scene Training	09/23/2021	150.00
	092321	Tags for evidence	09/23/2021	69.78
	092321	Batteries - Patrol	09/23/2021	29.96
	092321	Tourniquet case covers	09/23/2021	64.50
	092321	C07 Car Wash	09/23/2021	9.00
	092321	Duty shirts C07	09/23/2021	244.30
	092321	C22 Car Wash	09/23/2021	3.36
	092321	C07 Car Wash	09/23/2021	9.00
	092321	C10 Car Wash	09/23/2021	3.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	Utensils	09/23/2021	19.94
	092321	C18 Car Wash	09/23/2021	9.00
	092321	RETURN Streamlight charger kit C12	09/23/2021	29.30-
	092321	Replacement Fob for Unit A09	09/23/2021	54.25
	092321	CREDIT for damage to fridge	09/23/2021	250.00-
	092321	Intoximeter straws	09/23/2021	139.98
	092321	Dual monitor stands	09/23/2021	272.93
	092321	Duty boots C11	09/23/2021	175.96
	092321	C13 Car Wash	09/23/2021	9.00
	092321	C01 Car Wash	09/23/2021	11.00
	092321	Leadership Virtual Training C01	09/23/2021	300.00
	092321	C12 Car Wash	09/23/2021	9.00
	092321	C21 Car Wash	09/23/2021	9.00
	092321	C19 Car Wash	09/23/2021	9.00
	092321	C04 Car Wash	09/23/2021	9.00
	092321	C03 Car Wash	09/23/2021	9.00
	092321	UA to Lab x2	09/23/2021	23.81
	092321	Duty shirts and pants C21	09/23/2021	274.56
	092321	To WLEA - Meal C10 C17	09/23/2021	15.71
	092321	C07 Car Wash	09/23/2021	9.00
	092321	C12 Car Wash	09/23/2021	9.00
	092321	Dual monitor stands	09/23/2021	159.88
	092321	C05 Car Wash	09/23/2021	9.00
	092321	Washer Fluid for Unit A21	09/23/2021	1.78
	092321	C01 Car Wash	09/23/2021	13.00
	092321	C11 Car Wash	09/23/2021	2.97
	092321	Annual subscription Powell Tribune	09/23/2021	50.00
	092321	Uniform Laundering C18	09/23/2021	15.90
	092321	Leadership Training	09/23/2021	219.00
	092321	C22 Car wash	09/23/2021	5.08
	092321	C15 Car Wash	09/23/2021	9.00
	092321	C25 Car Wash	09/23/2021	9.00
	092321	WLEA Firearms Instructor Recert - C22 C18 Meal	09/23/2021	22.24
	092321	C07 Car Wash	09/23/2021	9.00
	092321	C19 Car Wash	09/23/2021	9.00
	092321	C16 Car Wash	09/23/2021	9.00
	092321	C04 Car Wash	09/23/2021	9.00
	092321	To/From WLEA - Gas C10 C17	09/23/2021	83.19
	092321	C20 Car Wash	09/23/2021	9.00
	092321	C21 Car Wash	09/23/2021	9.00
	092321	Uniform Embroidery C07	09/23/2021	48.00
	092321	Paper Towels	09/23/2021	47.20
	092321	UA to Lab	09/23/2021	11.14
	092321	WLEA Firearms Instructor Recert - Meal	09/23/2021	33.74
	092321	Notary Stamp C20	09/23/2021	15.99
	092321	Notary Stamp C16	09/23/2021	15.99
	092321	Duty Sunglasses C19	09/23/2021	104.00
	092321	WLEA Firearms Instructor Recert - C22 C18 Gas	09/23/2021	38.28
	092321	CREDIT for Sales Tax	09/23/2021	10.56-
	092321	Notary stamps	09/23/2021	82.94
	092321	Paper towels	09/23/2021	72.95
	092321	C01 Car Wash	09/23/2021	13.00
Total Police:				3,390.79
	092321	Wasp spray	09/23/2021	11.94
	092321	B25 chip repair	09/23/2021	40.00
	092321	Charge	09/23/2021	28.14

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	shop supplies	09/23/2021	86.85
	092321	ship control board, sign	09/23/2021	110.39
	092321	B40 brakes	09/23/2021	325.37
	092321	generator pull starter	09/23/2021	62.16
	092321	B30 parts	09/23/2021	96.98
	092321	shop supplies	09/23/2021	11.76
	092321	Hand cleaner shop	09/23/2021	13.99
	092321	C08 cable and bolts	09/23/2021	19.73
	092321	Painting tips	09/23/2021	109.52
	092321	PVC fitting Paint pump	09/23/2021	6.59
	092321	C08 nuts and bolts	09/23/2021	19.63
	092321	D13,D14 tires	09/23/2021	2,510.84
	092321	C04,C07 tires	09/23/2021	5,535.44
	092321	Sanitation tires	09/23/2021	5,568.00
	092321	B08 tires	09/23/2021	576.92
	092321	J29 repairs	09/23/2021	2,221.60
	092321	D05 repairs	09/23/2021	20.03
	092321	A03,A06 wiper blades	09/23/2021	34.76
	092321	C06 plug	09/23/2021	4.38
	092321	A09 fuel gasket	09/23/2021	29.68
	092321	A07 spot light	09/23/2021	224.94
	092321	Sign board repair	09/23/2021	520.82
	092321	C06 hitch pin	09/23/2021	17.73
	092321	Seal installation tool	09/23/2021	83.86
	092321	A10 parts shipping	09/23/2021	31.86
	092321	F07 oil	09/23/2021	98.21
	092321	A07 mirror	09/23/2021	50.90
	092321	simple green	09/23/2021	38.97
	092321	C06 grabber arm	09/23/2021	611.32
	092321	drill cutter	09/23/2021	195.38
	092321	Parts return, Parks dept	09/23/2021	177.42-
	092321	D05 love joy connections	09/23/2021	123.06
	092321	bomag roller repair	09/23/2021	14.54
	092321	C04 latch	09/23/2021	43.60
	092321	Fuel Salt lake trip	09/23/2021	219.26
	092321	B03 transfer case	09/23/2021	150.00
	092321	Salt lake trip, Salt	09/23/2021	28.51
	092321	bolts on mower	09/23/2021	3.51
	092321	Fuel salt lake trip	09/23/2021	222.75
Total Public Works:				19,946.50
	092321	1/2 WRPA MEMBERSHIP DUES	09/23/2021	25.00
	092321	1/2 WRPA MEMBERSHIP DUES	09/23/2021	25.00
	092321	ASAP magic eraser	09/23/2021	6.97
	092321	toner	09/23/2021	122.44
	092321	pens for office	09/23/2021	24.99
	092321	spotify	09/23/2021	9.99
	092321	magicard ribbon	09/23/2021	79.00
	092321	chlorine monitor	09/23/2021	70.00
	092321	pad replacement for fitness machine. Kevin will send invoice to Luana	09/23/2021	98.55
	092321	repairs to bathroom and outside water at Sr. Center bus barn	09/23/2021	293.68
	092321	repair to chamber of commerce plumbing	09/23/2021	12.36
	092321	snacks for ASAP	09/23/2021	104.24
	092321	janitorial supplies	09/23/2021	249.93
	092321	janitorial supplies	09/23/2021	224.98
	092321	janitorial supplies	09/23/2021	324.98
	092321	janitorial supplies	09/23/2021	324.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	janitorial supplies	09/23/2021	174.98
	092321	janitorial supplies	09/23/2021	50.00
	092321	Janitorial supplies	09/23/2021	174.98
	092321	Janitorial supplies	09/23/2021	174.98
	092321	Janitorial supplies	09/23/2021	50.00
	092321	weekly planner	09/23/2021	18.18
	092321	weekly planner	09/23/2021	8.99
	092321	desk calendar. Office supplies	09/23/2021	10.04
	092321	Desk Calendar, planners, cartridge, post it notes, desk planner	09/23/2021	320.35
	092321	lubricant for air handler	09/23/2021	6.58
Total Recreation:				2,986.17
	092321	DEF	09/23/2021	209.90
	092321	angle iron	09/23/2021	55.40
	092321	water	09/23/2021	19.47
	092321	propane	09/23/2021	23.27
	092321	propane	09/23/2021	1.23
	092321	cutting wheel	09/23/2021	11.49
	092321	gloves	09/23/2021	4.59
	092321	rebar	09/23/2021	15.99
	092321	disp gloves	09/23/2021	58.91
	092321	return - nuts and bolts	09/23/2021	1.98-
	092321	Sheet metal	09/23/2021	176.70
	092321	nuts and bolts	09/23/2021	8.34
	092321	expanded metal	09/23/2021	67.53
	092321	spray paint	09/23/2021	13.16
	092321	angle iron	09/23/2021	45.40
	092321	nuts and bolts	09/23/2021	4.98
	092321	hook	09/23/2021	19.98
	092321	Wasp Traps	09/23/2021	25.98
	092321	propane	09/23/2021	35.62
	092321	propane	09/23/2021	1.88
	092321	marking wand	09/23/2021	28.12
	092321	sheet metal	09/23/2021	23.15
	092321	flashlights	09/23/2021	45.96
	092321	DEF	09/23/2021	449.90
	092321	boots	09/23/2021	144.49
	092321	propane	09/23/2021	39.90
	092321	propane	09/23/2021	2.10
	092321	roll out stickers	09/23/2021	537.50
	092321	drinking water	09/23/2021	3.50
	092321	Hydraulic fluid	09/23/2021	584.45
	092321	propane	09/23/2021	19.00
	092321	propane	09/23/2021	1.00
	092321	propane	09/23/2021	17.95
	092321	propane	09/23/2021	.95
	092321	concrete blocks	09/23/2021	18.00
	092321	rebar, wire, grade stakes etc - materials for concrete pad	09/23/2021	378.29
	092321	screws for concrete pad	09/23/2021	9.29
Total Solid Waste:				3,101.39
	092321	TC samples shipping	09/23/2021	36.00
	092321	nozzle	09/23/2021	99.99
	092321	rope	09/23/2021	12.99
	092321	nozzle	09/23/2021	29.99
	092321	disp gloves	09/23/2021	27.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	092321	ladder	09/23/2021	108.00
	092321	measuring wheel	09/23/2021	49.99
	092321	sprayer parts	09/23/2021	24.58
	092321	tapping saddles, gaskets	09/23/2021	238.42
	092321	couplers	09/23/2021	212.10
	092321	tapping saddles	09/23/2021	450.00
	092321	cleaners	09/23/2021	7.58
	092321	lab water	09/23/2021	127.20
	092321	coliform shipping	09/23/2021	36.00
	092321	sodium hypochlorite solution	09/23/2021	145.90
	092321	sample shipping	09/23/2021	36.00
	092321	concrete blocks	09/23/2021	16.76
	092321	meter bushings	09/23/2021	47.96
Total Wastewater:				1,707.45
	092321	rw repair parts	09/23/2021	41.76
	092321	batteries	09/23/2021	14.99
	092321	RW repair parts	09/23/2021	11.40
	092321	RW repair parts	09/23/2021	7.39
	092321	RW repair parts	09/23/2021	56.66
Total Water:				132.20
Total WELLS FARGO COMMERICAL CARD (132565):				138,577.85
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6043298	#2 STR;COPPER WIRE	09/15/2021	1,102.22
	6043405	TRANSFORMER BASEMENT	09/16/2021	485.64
	6043405	TRANSFORMER BASEMENT	09/16/2021	242.82
	6043405	TRANSFORMER BASEMENT	09/16/2021	1,699.76
Total :				3,530.44
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				3,530.44
ZIVARO INC (131755)				
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	28.24
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	282.40
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	9.41
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	28.24
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	56.48
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	37.65
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	367.12
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	47.07
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	28.24
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	28.24
	ICO451567	EVAULT CLOUD DATA STORAGE	09/15/2021	28.25
Total :				941.34
Total ZIVARO INC (131755):				941.34
Grand Totals:				455,110.49

GL Period	Amount
GL Period	Amount
09/21	455,110.49
Grand Totals:	455,110.49

Vendor number hash: 6238177
Vendor number hash - split: 68641712
Total number of invoices: 66
Total number of transactions: 564

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	455,110.49	.00	455,110.49
Grand Totals:	455,110.49	.00	455,110.49
		Payroll 09/29/21	240,851.17
			695,961.66

Report Criteria:
Invoice.Detail.Input date = 09/28/2021
Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: OCT 5TH, 2021
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMIN SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for New Restaurant License

ACTION TO BE TAKEN:

Consider approving the request for a New Restaurant License.

SUMMARY OF INFORMATION:

M Lous Dream, LLC dba: Zapata's has submitted an application for a Restaurant Liquor License to be located at 1362 Sheridan Ave for the license term ending 07/31/2022.

FISCAL IMPACT

Receive \$833.30 in prorated fees, no negative impact.

ALTERNATIVES

1. Approve the Restaurant liquor license
2. Deny the Restaurant liquor license

ATTACHMENTS

Liquor license application and associated documents.

AGENDA & SUMMARY REPORT TO:

M Lous Dream LLC dba Zapata's (Violatryon@gmail.com)

AGENDA ITEM NO. _____

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer: Initials

Date

Agent:

Chief:

To be completed by City/County Clerk

License Fees Annual Fee: \$ _____
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ 140 75

Local License #:

Date filed with clerk: _____

Advertising Dates: (2 Weeks)

Hearing Date:

Publishing Fee Direct Billed to Applicant: ☐

License Term: 10 16 12021 Through 7 131 12022
 Month Day Year Month Day Year

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

Applicant: Viola Tryon M Lous Dream LLCTrade/Business Name (dba): Zapata'sBuilding to be licensed/Building Address: 1362 SHERIDAN AVE

Number & Street

Cody

City

WY

State

82414

Zip

PARIK

County

Mailing Address: 1362 SHERIDAN AVE

Number & Street or P.O. Box

Cody

City

WY

State

82414

Zip

Business Telephone Number: (307) 527-7181 Fax Number: ()E-Mail Address: viola.tryon@gmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

FILING FOR☒ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Cody☐ COUNTY OF: _____**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER _____☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHEDFORMERLY HELD BY: Connie Mowatt**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY
(BAR)☐ OFF-PREMISE ONLY
(PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)☒ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL

MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/

PUBLIC AUDITORIUM

☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from JAN to DECfrom Mon to Sunfrom 11a to 9pm**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building?

☐ YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 2 of lease. 03/31/2025(B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 3 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

Please see other side for Second lease →

2 a.

pg. 1

paragraph 2.1

b.

pa. 1

paragraph 1.2

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
-
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO
- If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

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

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

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Viola TRYON	10/20/62	Co dy wy 82414 937 13th St	307 - 527-7181	NEW	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 9' x 11' room in SW corner of building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☒ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i)☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii)☐ YES ☐ NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv)☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?

☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year?

☐ YES ☐ NO

(e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐

☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application?

☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

☐ YES ☐ NO

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

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

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

STATE OF WYOMING)
COUNTY OF PARK) SS.
)

Signed and sworn to before me on this 20th day of September

20 21 that the facts alleged in the foregoing instrument are true by the following:

1) Viola Tryon (Signature) Viola Tryon (Printed Name) owner Title

2) _____
(Signature) _____ (Printed Name) _____ Title _____

3) _____
(Signature) _____ (Printed Name) _____ Title _____

4) _____
(Signature) (Printed Name) Title

5) _____
(Signature) (Printed Name) Title

6) _____
(Signature) _____ (Printed Name) _____ Title _____

Witness my hand and official seal:



(SEAL)

My commission expires: 6/17/25



**Lease Agreement
1362 Sheridan Ave
Cody, WY**

THIS LEASE AGREEMENT, Made between ROBERT S. NEWSOME and SANDRA M. NEWSOME (herein collectively called "LESSOR") and Vi Tryon and M Lous Dream LLC (herein called "LESSEE").

WITNESSETH: That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by LESSEE, does hereby lease unto LESSEE the following described property:

1362 Sheridan, Cody, WY (excluding house in alley and west side of building)

Together with all and singular the improvements and appurtenances thereon or there under appurtenances. (herein called "the LEASED PROPERTY"), upon the following terms and conditions:

1. TERM - the term of this lease shall be for three years and 7 months commencing Sept 1, 2020.

2. RENT - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:

\$2000.00 per month from Sept 1, 2020 to March 31, 2021

\$2200.00 per month from April 1, 2021 to March 31, 2025

Monthly rental installments shall be payable in advance on or before the 5th day of each calendar month. Delinquent rent shall be subject to a late charge of 10%, and, if over 30 days delinquent, shall bear interest of 1 5% per year.

3. USE OF LEASED PROPERTY - LESSEE covenants and agrees the LESSEE will use the LEASED PROPERTY for the sale of food and liquor.

4. INSURANCE - LESSEE covenants and agrees to secure and maintain during the term hereof, with an insurance carrier or carriers approved by the LESSOR, which approval LESSOR shall not unreasonably withhold, the following insurance:

General public liability insurance against claims for personal injury, death or property damages occurring in, on or about the LEASED PROPERTY, with limits of not less than \$500,000.00 for bodily injury or death sustained by any one person and \$1,000,000.00 for each occurrence, and property damage limits of \$100,000.00 for each accident, which shall name both LESSOR and LESSEE as insureds.

If LESSEE fails or refuses to secure and maintain such insurance, LESSOR may obtain the same, the cost of which shall be added to the rent. LESSEE shall provide any casualty insurance covering the contents of LEASED PROPERTY, which LESSEE may require. LESSOR shall provide any casualty insurance covering the improvements of LEASED PROPERTY, which LESSOR may require.

**Lease Agreement
1362 Sheridan Ave
Cody, WY**

5. TAXES - LESSOR shall pay all property taxes assessed against the LEASED PROPERTY and LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

6. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall have utilities held in their name and be solely responsible for payment. Any changes in utility service mandated by city, state or federal governments shall be paid by LESSEE.

7. MAINTENANCE AND REPAIRS - LESSEE shall keep the building on the LEASED PROPERTY in a good state of repair. LESSEE shall perform all maintenance and repairs required, including but not limited to painting, electrical, water and sewer facilities including plumbing, and flooring; shall promptly replace all broken or damaged glass, shall keep the sidewalks and entry ways free from snow, ice and obstructions of any kind; shall repair and replace any damage to the building (except for roof, exterior walls, and foundation, heat and air conditioning units); shall pay for any remodeling required by LESSEE, but LESSEE shall make no changes in the building without prior written consent of LESSOR.

LESSOR shall be responsible for the maintenance and repair of the heat and air condition units, roof, exterior walls and foundation of the building on the LEASED PROPERTY.

LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

LESSEE shall at their expense remove the door in the east wall of the dining room and shall use a licensed contractor approved by the LESSOR to rebuild the wall upon termination of the lease or if access to the adjoining property to the east is no longer leased by LESSEE.

8. DESTRUCTION OF BUILDING - If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall terminate as of the date of such destruction or damage and the rental shall be accounted for between LESSOR and LESSEE on that date.

If the building is damaged but not rendered totally untenable and the damage can be fully repaired in 90 days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this Lease.

**Lease Agreement
1362 Sheridan Ave
Cody, WY**

9. INSPECTION - LESSOR may with consent of LESSEE enter the LEASED PROPERTY, to make repairs or show LEASED PROPERTY to persons who may wish to lease or buy the same.

10. ASSIGNMENT - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without prior consent of the LESSOR.

11. REMOVAL OF FIXTURES. LESSEE MAY REMOVE, PRIOR TO THE EXPIRATION OF THIS LEASE, all fixtures and equipment which it has on the LEASED PROPERTY except wall standard units, built in shelving and kitchen cabinets, sinks and vent hood. LESSEE shall repair all damage caused by such removal.

12. TERMINATION - If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease, including the Payment of the monthly rental when and as due, and fails to remedy such default within 30 days after written notice thereof to LESSEE, then and in such any event, LESSOR shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and LESSOR shall have such other rights and remedies as may be provided by law for enforcing LESSOR'S rights hereunder and for the collection of rent.

LESSEE agrees to pay LESSOR'S costs, including reasonable attorney's fees, for enforcing any of LESSOR'S rights hereunder, including the collection of rent, late charges and interest on delinquent rent.

13. NOTICE - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Robert S. Newsome
P.O. Box 575
Cody, WY 82414
307-272-8054

and addressed to LESSEE as follows:

Vi Tryon -M
Lous Dream LLC
937 13th Street
Cody, WY
82414
307-527-7190

**Lease Agreement
1362 Sheridan Ave
Cody, WY**

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change address of notice by giving appropriate notice thereof in writing to the other party.

14. MODIFICATION - This Lease may not be amended or supplemented orally but only by an agreement in writing and supplement is signed by the party against whom enforcement of any such amendment or supplement is signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, as of this 17th day of Aug, 2021.

LESSOR:
Robert Newsome

Robert S. Newsome

Sandra Newsome

Sandra Newsome

LESSEE M Lous Dream LLC &
Vi Tryon

Vi Tryon



FIRST BANK™

Division of Glacier Bank

9/9/2021

To whom it may concern,

This letter is to confirm Viola M Tryon's - (M Lous Dream LLC) - customer relationship with First Bank of Wyoming. She has been a customer for over 8 years and has maintained a good standing status through out. Please feel free to contact me with any questions.

Mandy Cox



FIRST BANK

— OF WYOMING —

DIVISION OF GLACIER BANK

Mandy Cox

Personal Banker
Cody Office

P 307.587.3800 ext 4106
F 307.587.3896

gofirstbank.com

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$200.00 Initial Fee; \$100.00 Annual Renewal Fee.

(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only

LICENSE ACCOUNT NUMBER

ACTIVATION DATE

CHECK NO/CASH

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:

☐ New ☐ Change of Location ☒ Change of Owner

If change of owner or location, previous establishment name/location:

Trade/Business Name (dba):

Zapata's

Applicant Name:

Viola Tryon

Physical Address:

1362 SHERIDAN AVE

Will a Liquor License Be Applied For?

City:

Cody

State:

WY

Zip:

82414

☒ Yes

☐ No

Mailing Address:

937 13th St.

City:

Cody

State:

WY

Zip:

82414

Business Phone Number:

307-527-7190

Person in Charge on Site Phone:

307-527-7181

Email:

Fax:

- Owner Information -

Name of Owner :

Viola TRYON

Form of Organization:

Name of Company (if applicable):

MLOUS DREAM LLC

☐ Individual ☐ Co-Op ☐ Corporation

Parent Company (if applicable) :

☐ Partnership ☒ LLC ☐ Non-Profit

Address:

937 13th St.

☐ Other Entity

City:

Cody

State:

WY

Zip:

82414

Owner Phone Number:

307-527-7190

INDICATE WHERE TO MAIL RENEWAL FORMS 2 (1=ESTABLISHMENT; 2=OWNER)

Type of Establishment (please check applicable box)

- ☒ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution
☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Mobile/Commissary Dependent ☐ Retail Processor
☐ Retail Pre-Packaged ☐ Retail Pre-Packaged License Only ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility
☐ Manufactured Food Processor; Type of Food: _____

I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.

SIGNATURE OF APPLICANT

DATE

APPROVING OFFICIAL

COUNTY

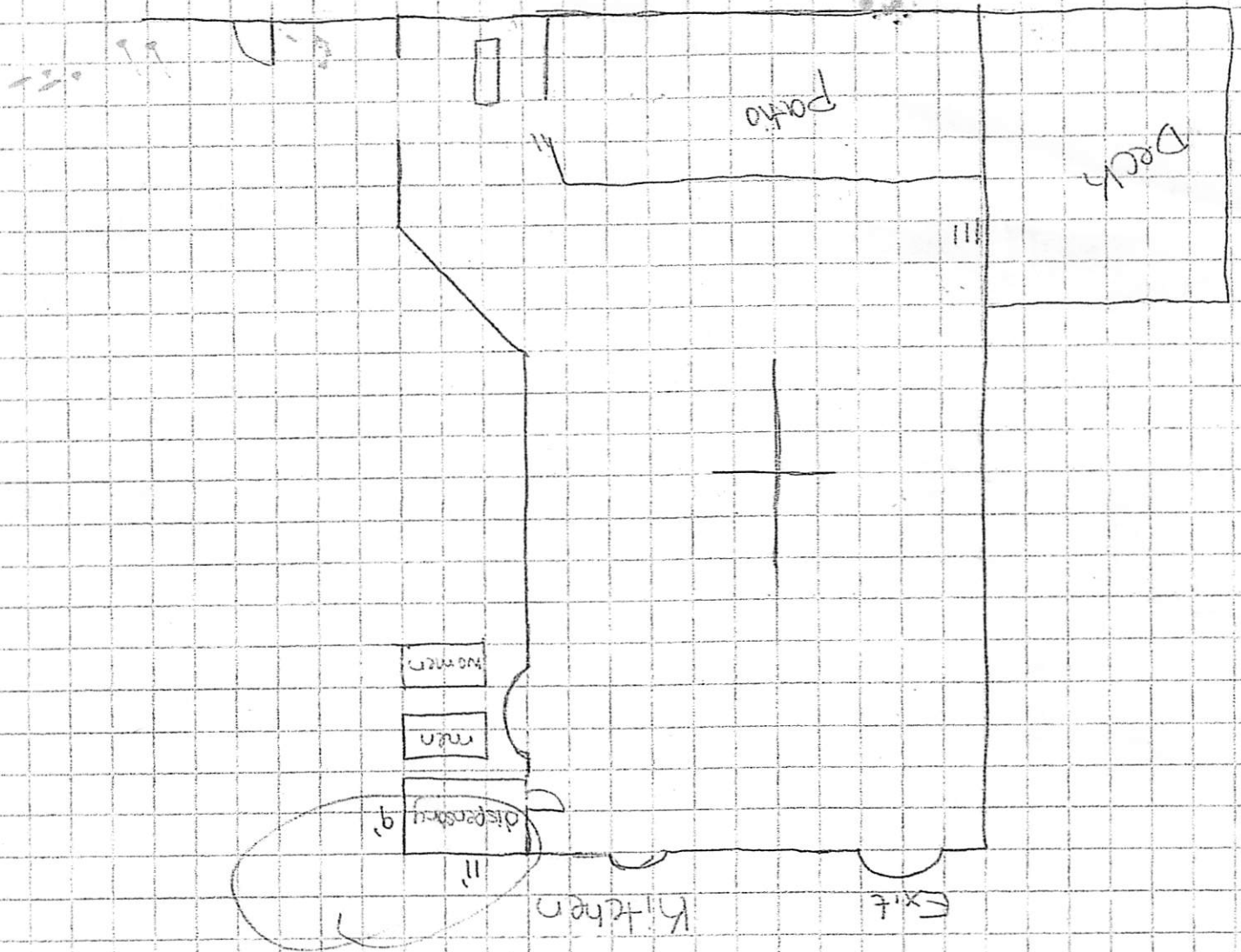
Make Checks Payable to:
WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES SECTION
2219 CAREY AVE.
CHEYENNE, WY 82002
(307) 777-7211
State Relay Service at 7-1-1 or 1 800 877-9965

Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.

This application shall serve as receipt of payment.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Zapata's



FIRST LEASE AGREEMENT

THIS FIRST LEASE AGREEMENT is made and entered into effective as of the 1st day of August, 2021, between Alan K. Simpson, as Trustee of the Alan K. Simpson Restated Revocable Trust UAD December 4, 2017, as Lessor, hereinafter referred to as "SIMPSON," and M-Lous Dream LLC, a Wyoming limited liability company, as Lessee, hereinafter referred to as "M-LOUS DREAM."

WITNESSETH:

WHEREAS, SIMPSON is the sole owner of THE PREMISES described herein and desires to lease the vacant lot owned by SIMPSON described as Lot 4, Block 10 of the Original Town (now City) of Cody, Park County, Wyoming, and located immediately adjacent to and to the east of M-LOUS DREAM restaurant at 1362 Sheridan Avenue, Cody, Wyoming ("THE PREMISES") to a M-LOUS DREAM; and

WHEREAS, M-LOUS DREAM desires to lease THE PREMISES for operation of a restaurant deck for the seating of customers and service of food and beverages, including alcoholic beverages and for parking. The parties desire to enter into this lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

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

SECTION ONE: SUBJECT AND PURPOSE

1.1 M-LOUS DREAM leases THE PREMISES from SIMPSON.

1.2 THE PREMISES shall be used for the use of the existing restaurant deck for the seating of customers and service of food and beverages, including alcoholic beverages, and for parking.

SECTION TWO: TERM AND RENT

2.1 M-LOUS DREAM leases THE PREMISES for a one-year term commencing on August 1, 2021, at 12:00 a.m. and terminating at 11:59 p.m. on July 31, 2022, at the rental amount of Five Thousand Dollars (\$5,000.00). The rental amount has previously been paid by ZAPATA'S pursuant to the Twelfth Lease Agreement between SIMPSON and Zapata's, Inc., entered into on or about April 8, 2021. ZAPATA'S, by signing this First Lease Agreement, acknowledges that the rental amount paid by them is hereby assigned to and for the benefit of M-LOUS DREAM for the term of this First Lease Agreement.

2.2 Upon expiration of this First Lease Agreement, subject to all other terms and conditions contained herein, M-LOUS DREAM may renew this Agreement for additional one (1) year terms or longer, upon such terms and conditions as may be mutually agreeable between SIMPSON and M-LOUS DREAM. If SIMPSON and M-LOUS DREAM are unable to mutually

agree upon the terms of a renewal agreement, this Agreement shall expire upon the terms and conditions contained herein.

SECTION THREE: TAXES

SIMPSON shall remain responsible for all real property taxes. M-LOUS DREAM shall be responsible for the total of all personal property taxes levied against it.

SECTION FOUR: IMPROVEMENTS, PARKING AND UTILITIES

4.1 THE PREMISES is currently a vacant lot with a seating area deck built by Zapata's, Inc. in 2011 at Zapata's, Inc.'s sole expense for the seating and service of customers to its restaurant. M-LOUS DREAM is also allowed exclusive parking on THE PREMISES during open business hours.

4.2 M-LOUS DREAM will be solely responsible for the costs of any utility and permit fees associated with THE PREMISES during the term of the lease.

4.3 Upon the termination without renewal of this Agreement, M-LOUS DREAM shall within 15 days remove all said improvements (the deck and all associated materials and structures) at M-LOUS DREAM sole expense and shall return the PREMISES and lot to the same unimproved condition it was in prior to construction of the seating area deck.

SECTION FIVE: INSURANCE AND INDEMNIFICATION

5.1 M-LOUS DREAM, at M-LOUS DREAM' own expense, agrees to maintain at all times during the term of this AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) covering M-LOUS DREAM use of the property. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability" and shall name SIMPSON and SIMPSON's officers, agents, managers, members and employees as named insureds.

5.2 M-LOUS DREAM shall be solely responsible for insuring any improvements it places on THE PREMISES including the seating area deck and any property thereupon.

5.3 M-LOUS DREAM shall indemnify and hold SIMPSON harmless for any amounts SIMPSON may be forced to pay to any person or entity as a result of M-LOUS DREAM use of the PREMISES during the lease term and any extensions thereof, except due to SIMPSON'S gross negligence.

SECTION SIX: SALE OF LOT

The parties recognize that SIMPSON may choose to sell THE PREMISES during the term of this Agreement. This lease shall be subordinate to any such sale. In the event that such sale shall occur, M-LOUS DREAM will remove all improvements at M-LOUS DREAM sole expense and shall return the lot to the same unimproved condition it was in prior to construction

of the seating area deck, all within 15 days of receiving written notice of the sale. In the event that this lease is terminated by the sale of the PREMISES during the lease term or any extension thereof, then SIMPSON shall refund M-LOUS DREAM a *pro rata* share of the rent paid for the applicable lease term, less any amounts necessary to return the lot to its original state if M-LOUS DREAM has not done so already.

SECTION SEVEN: AUTHORITY

By affixing his or her signature hereon, the signatories are certifying that each has the full authority to bind the respective parties to this agreement and that such is a free and voluntary act of the designated registered entity.

SECTION EIGHT: MISCELLANEOUS PROVISIONS

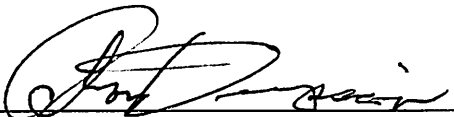
8.1 BINDING EFFECT. The terms and covenants of this agreement shall be binding upon the parties, their heirs, personal representatives, successors in interest or possible assigns.

8.2 ORAL MODIFICATIONS. No amendments or modifications to this agreement shall be made or deemed to have been made unless in writing executed by the party or parties to be bound thereby.

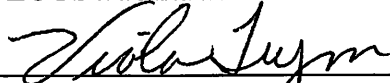
8.3 MERGER. This agreement and the other documents specifically referred to herein represent the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties or certifications, express or implied, shall exist between the parties, except as stated herein or in the other documentation specifically referred to herein.

8.4 SEVERABILITY. If any term, covenant, condition or provision of this agreement or if the application thereto to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

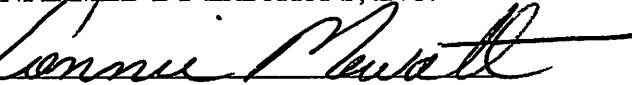
Dated this 7th day of September, 2021.


Alan K. Simpson, Trustee
Alan K. Simpson Restated Revocable
Trust UAD December 4, 2017

M-LOUS DREAM LLC


Viola Tryon, Managing Member

ASSIGNMENT OF RENTAL PAYMENT
CONFIRMED BY ZAPATA'S, INC.

By 
Connie Mowatt, President

AGENDA ITEM SUMMARY REPORT

Resolution 2021-19 Wyoming CLASS Public Funds Investments Solution

ACTION TO BE TAKEN:

Approve Resolution 2021-19 to enroll in the Wyoming Cooperative Liquid Assets Securities System.

SUMMARY OF INFORMATION:

Wyoming Cooperative Liquid Assets Securities System (CLASS) is a local government investment pool that emphasizes safety, liquidity, convenience, and competitive yield.

The Wyoming CLASS Indenture of Trust was adopted pursuant to the provisions of W.S. 17-23-101 *et seq.*, the Wyoming Statutory Trust Act. Wyoming CLASS Participants are authorized to invest in a commingled fund of legal investments as described under W.S. 9-4-831 Legal Investments. The program is overseen by a Board of Trustees comprised of qualified representatives of participating Wyoming political subdivisions. The Board is responsible for assuring compliance with the Indenture and has the power to administer the affairs of the Trust. The program's investment advisor is Public Trust Advisors, LLC, and the program's custodian is U.S. Bank, N.A.

Wyoming CLASS allows for the state of Wyoming, any county, city, town, school district, community college district, hospital district, special district or other political subdivision of the State, or department, agency or instrumentality thereof, or any political or public corporation of the state of Wyoming to open an account and become a Participant.

Wyoming CLASS has four general objectives:

1. **Legality**
 - To invest only in investments legally permitted under Wyoming State Law
2. **Safety**
 - To minimize risk by managing portfolio investments to preserve principal and maintain a stable Net Asset Value (NAV)
 - To maintain the highest money market rating for the Wyoming CLASS portfolio from a nationally recognized statistical rating organization
3. **Liquidity**
 - To manage portfolio investments in a way that ensures that cash will be available as required to finance Participants' operations
4. **Yield**
 - To maximize current income to the degree consistent with legality, safety, and liquidity

Wyoming CLASS is rated 'AAAm' by S&P Global Ratings Services, the highest rating assigned to principal stability government investment pools. This rating reflects the conservative nature of the pool's investments as well as the excellent credit quality of the program. S&P Global Ratings monitors the pool on a weekly basis.

By enrolling in Wyoming CLASS, the City of Cody will have access to high-quality, short-term, fixed-income instruments selected to provide for program safety, liquidity, and competitive rates of return. There is no minimum investment amount required and Wyoming CLASS does not charge any transaction fees.

FISCAL IMPACT

Interest earnings are unknown at this time and would be dependent upon the amount invested, period of time invested, and the current yield. The yields for September were:

Date	Daily Rate (%)	YTD Yield (%)	7-Day Yield (%)
9/22/2021	0.094	0.1257	0.0962
9/21/2021	0.0947	0.1258	0.0968
9/20/2021	0.0966	0.126	0.0973
9/19/2021	0.097	0.1261	0.0971
9/18/2021	0.097	0.1262	0.0969
9/17/2021	0.0971	0.1263	0.0967
9/16/2021	0.0973	0.1264	0.0965
9/15/2021	0.0979	0.1265	0.0963
9/14/2021	0.0979	0.1266	0.0962
9/13/2021	0.0957	0.1268	0.0958
9/12/2021	0.0956	0.1269	0.0958
9/11/2021	0.0956	0.127	0.0957
9/10/2021	0.0957	0.1271	0.0957
9/9/2021	0.0957	0.1272	0.0957
9/8/2021	0.0972	0.1274	0.0958
9/7/2021	0.0953	0.1275	0.0954
9/6/2021	0.0953	0.1276	0.0953
9/5/2021	0.0953	0.1278	0.0957
9/4/2021	0.0953	0.1279	0.0963
9/3/2021	0.0957	0.128	0.0969
9/2/2021	0.0967	0.1281	0.0974
9/1/2021	0.0941	0.1283	0.0977

ATTACHMENTS

1. Resolution 2021-19
2. Wyoming CLASS Registration Packet
3. Wyoming CLASS Indenture of Trust

AGENDA ITEM NO. _____



Resolution Authorizing Participation in the Wyoming CLASS

A resolution authorizing The City of Cody, Wyoming to join with other political subdivisions of the state of Wyoming as a Participant ("Participant") in the Wyoming Cooperative Liquid Assets Securities System "Wyoming CLASS" (the "Trust") to pool funds for investment.

WHEREAS, W.S. 9-4-831 authorizes political subdivisions of the state of Wyoming as defined therein under W.S. 9-4-831(a) ("Political Subdivisions") to invest in eligible securities as defined in W.S. 9-4-831 ("Legal Investments"); and

WHEREAS, W.S. 9-4-831(a)(viii) authorizes Political Subdivisions to invest jointly with other investors in a commingled fund of Legal Investments; and

WHEREAS, the Trust is a statutory trust formed under the laws of the state of Wyoming in accordance with W.S. 17-23-114 and it is the intent and purpose of the Trust to provide for the investment in only those Legal Investments for Political Subdivisions in accordance with W.S. 9-4-831; and

WHEREAS, U.S. Bank National Association is custodian for the Trust ("Custodian") and all eligible securities of the Trust are held through the Custodian; and

WHEREAS, it is in the interest of the Participants to permit their respective cash balances to be invested in the Trust; and

WHEREAS, the City of Cody, Wyoming, a Political Subdivision, desires to become a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Governing Body of this Political Subdivision as follows:

1. The City of Cody, Wyoming City Council hereby approves, adopts, and thereby joins as a Participant with other Political Subdivisions pursuant to the Wyoming CLASS Indenture of Trust dated May 29, 2020, as amended from time-to-time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and
2. The Custodian, acting as a depository, is hereby designated as a depository for the funds of this Political Subdivision which shall be invested in the Trust on behalf of its general fund and all other accounts, and the Key Contact is directed and authorized to execute any and all depository forms and resolutions of said Custodian, and that said resolutions are adopted as reflected thereon. The application of U.S. Bank

National Association to become a depository is hereby accepted.

3. The Key Contact and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants' investment funds and to take all such actions deemed necessary or desirable to carry out the activities otherwise authorized by this Resolution, subject to the Authorized Signatories' obligation to take such actions only in the name of and for the benefit of this Participant.
4. The Key Contact and Authorized Signatories may be changed from time-to-time by written notice to Wyoming CLASS.

The undersigned hereby certifies that The City of Cody, Wyoming City Council has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

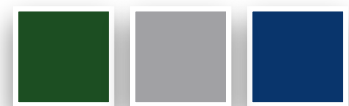
PASSED, APPROVED AND ADOPTED ON THIS 5th DAY OF OCTOBER, 2021.

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer

Wyoming CLASS



Registration Packet



Welcome to Wyoming CLASS

Thank you for choosing Wyoming CLASS!

We believe you have made a sound financial decision in choosing Wyoming Cooperative Liquid Assets Securities System (Wyoming CLASS). We look forward to being your trusted partner to your organization its investment management goals and are excited to connect with you to make your investment process a positive, easy experience.

This packet contains all the materials necessary to set up your Wyoming CLASS account(s). If you have any questions about the registration process or about your Wyoming CLASS account(s), please do not hesitate to contact us. The Wyoming CLASS Client Service team can be reached any business day from 7:30 a.m. to 4:00 p.m. MT by phone at (866) 987-4445 or by email at clientservices@wyomingclass.com.

Registration Procedures

To join Wyoming CLASS, please complete the following:

- 1) Read the Wyoming CLASS Indenture of Trust (located in the Document Center at www.wyomingclass.com).
- 2) Pass the resolution authorizing participation in Wyoming CLASS (page 3).
- 3) Complete the Entity Registration (page 5).
- 4) Complete the Authorized Contacts Form (pages 6/7).
- 5) Complete the Accounts to be Established Form (page 8); you may open as many accounts as you wish.
- 6) Keep the original forms for your records and send the completed packet to the Wyoming CLASS Client Service team by fax (866) 987-4446 or by email clientservices@wyomingclass.com

Questions? Please contact us; we would love to hear from you:

Wyoming CLASS Client Service Team

T (866) 987-4445

clientservices@wyomingclass.com

Through the Wyoming CLASS website, www.wyomingclass.com, Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the Wyoming CLASS program.

Resolution Authorizing Participation in the Wyoming CLASS

A resolution authorizing _____ to join with other political subdivisions of the state of Wyoming as a Participant ("Participant") in the Wyoming Cooperative Liquid Assets Securities System "Wyoming CLASS" (the "Trust") to pool funds for investment.

WHEREAS, W.S. 9-4-831 authorizes political subdivisions of the state of Wyoming as defined therein under W.S. 9-4-831(a) ("Political Subdivisions") to invest in eligible securities as defined in W.S. 9-4-831 ("Legal Investments"); and

WHEREAS, W.S. 9-4-831(a)(viii) authorizes Political Subdivisions to invest jointly with other investors in a commingled fund of Legal Investments; and

WHEREAS, the Trust is a statutory trust formed under the laws of the state of Wyoming in accordance with W.S. 17-23-114 and it is the intent and purpose of the Trust to provide for the investment in only those Legal Investments for Political Subdivisions in accordance with W.S. 9-4-831; and

WHEREAS, U.S. Bank National Association is custodian for the Trust ("Custodian") and all eligible securities of the Trust are held through the Custodian; and

WHEREAS, it is in the interest of the Participants to permit their respective cash balances to be invested in the Trust; and

WHEREAS, _____, a Political Subdivision, desires to become a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Governing Body of this Political Subdivision as follows:

1. _____ hereby approves, adopts, and thereby joins as a Participant with other Political Subdivisions pursuant to the Wyoming CLASS Indenture of Trust dated May 29, 2020, as amended from time-to-time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and
2. The Custodian, acting as a depository, is hereby designated as a depository for the funds of this Political Subdivision which shall be invested in the Trust on behalf of its general fund and all other accounts, and the Key Contact is directed and authorized to execute any and all depository forms and resolutions of said Custodian, and that said resolutions are adopted as reflected thereon. The application of U.S. Bank

National Association to become a depository is hereby accepted.

3. The Key Contact and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants' investment funds and to take all such actions deemed necessary or desirable to carry out the activities otherwise authorized by this Resolution, subject to the Authorized Signatories' obligation to take such actions only in the name of and for the benefit of this Participant.
4. The Key Contact and Authorized Signatories may be changed from time-to-time by written notice to Wyoming CLASS.

The undersigned hereby certifies that _____ has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

Authorized Signature

Title

Printed Name

Date

Fund Registration

Entity Information

Entity Name (Participant) _____

Entity Type: ☐ City/Town ☐ County ☐ School District ☐ Special District

☒ Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year End Date (Month/Day) _____

Wyoming CLASS is hereby authorized to honor any telephoned, faxed, or electronic request believed to be authentic for withdrawal of funds from the pool. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the pool of any changes to its account.

Wires will be distributed every hour with the final distribution ending at 1:00 p.m. MT; distribution times are subject to change as needed by the Wyoming CLASS Administrator.

Banking Information

Bank Name _____

Bank Routing Number (ABA) _____

Account Title _____

Account Number _____

Bank Contact _____

Contact's Phone Number _____

☐ Wire ☐ ACH ☒ Both

Additional Banking Information (Optional)

Bank Name _____

Bank Routing Number (ABA) _____

Account Title _____

Account Number _____

Bank Contact _____

Contact's Phone Number _____

☐ Wire ☒ ACH ☐ Both

Authorized Contacts

Key Contact and Authorized Signer

Print First and Last Name

Title

Signature Required

Phone

Email

Fax

Email Notifications (notice of report availability in the online portal)

- ☐ Monthly Statements
- ☐ Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email

Fax

Permissions (check one only)

- ☐ Authorized Signer to Move Funds*
- ☒ Read-Only Access

Email Notifications (notice of report availability in the online portal)

- ☐ Monthly Statements
- ☐ Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email

Fax

Permissions (check one only)

- ☐ Authorized Signer to Move Funds*
- ☒ Read-Only Access

Email Notifications (notice of report availability in the online portal)

- ☐ Monthly Statements
- ☐ Transaction Confirmations

Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email

Fax

Permissions (check one only)

- ☐ Authorized Signer to Move Funds*
- ☒ Read-Only Access

Email Notifications (notice of report availability in the online portal)

- ☐ Monthly Statements
- ☐ Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email

Fax

Permissions (check one only)

- ☐ Authorized Signer to Move Funds*
- ☒ Read-Only Access

Email Notifications (notice of report availability in the online portal)

- ☐ Monthly Statements
- ☐ Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone

Email

Fax

Permissions (check one only)

- ☐ Authorized Signer to Move Funds*
- ☒ Read-Only Access

Email Notifications (notice of report availability in the online portal)

- ☐ Monthly Statements
- ☐ Transaction Confirmations



Entity Name: _____

Desired Subaccount Name(s)*:

[illegible]

Once your Wyoming CLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@wyomingclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the Wyoming CLASS Client Service team.

Wyoming CLASS



June 2020

The Wyoming Cooperative Liquid Assets Securities System (Wyoming CLASS or the Trust) was organized in 2020 pursuant to the laws of the state of Wyoming; the provisions of W.S. 17-23-101 et seq., the Wyoming Statutory Trust Act and W.S. 9-4-831 Legal Investments, more specifically, 9-4-831 (a) (viii) which authorizes political subdivisions of the state of Wyoming to invest jointly with other investors in a commingled fund of legal investments.

The Trust was created as a service for Wyoming political subdivisions and intends to work with the various associations committed to Wyoming political subdivisions. The Trust is a professionally managed local government investment pool trust fund available only to political subdivisions in Wyoming.

The purpose of the Trust is to provide a convenient method for political subdivisions to pool their cash for temporary investment. The Trust seeks a high level of current income consistent with the preservation of capital and maintenance of liquidity.

Investment Policies

As of the date of this statement, the portfolio composition of the Trust is more restrictive than the statutory investments allowed for Wyoming political subdivisions.

The Wyoming CLASS portfolio invests in U.S. Treasury securities, Federal instrumentality securities, agency securities, repurchase agreements and tri-party repurchase agreements, collateralized bank deposits, commercial paper that, at the time of purchase, is rated in its highest rating category by one or more nationally recognized statistical rating organizations that regularly rate such obligations, and government money market funds. Please refer to the current Wyoming CLASS Investment Policy,

available at www.wyomingclass.com, for more details.

Investments, Withdrawals, and Distributions

Investments and withdrawals are at net asset value. Investments may be made via wire transfer or ACH funds. Withdrawals may be made via wire transfer, ACH funds, or transfer between Participants. Transactions may be initiated in writing, in email, over the telephone, or by fax. Distributions from the Trust's net income are declared and distributed daily to the Participants. There are no sales commissions or sales charges.

Investment Advisor and Administrator

Public Trust Advisors, LLC (Public Trust), a Colorado Limited Liability Company with headquarters at 717 17th Street, Suite 1850, Denver, Colorado 80202, is the Investment Advisor and Administrator of the Trust. Public Trust has a local office at 1603 Capitol Avenue, Suite 315, Cheyenne, Wyoming 82001.

Distribution Agent

Peaks Investment Management (Peaks), which has its principal place of business at 1603 Capitol Avenue, Suite 315 Cheyenne, Wyoming 82001, is the Distribution Agent of the Trust.

Custodian

U.S. Bank, N.A. (U.S. Bank), which has its principal place of business at 1740 Broadway, Denver, Colorado 80274, is the primary Custodian for the Trust.

Further Information

For further information, please contact Wyoming CLASS via email info@wyomingclass.com, over the phone (866) 987-4445, or via fax (866) 987-4446. Additional information regarding the Trust is available at www.wyomingclass.com.

This Information Statement and the financial statements that accompany it provide detailed information about the Trust and its policies. Please read them carefully. The information relating to the auditor and the legal counsel may be changed by the Board of Trustees from time-to-time.

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No person or entity has been authorized to give any information or to make any representations other than those contained in the Indenture of Trust or this Information Statement. Do not rely on information or representations outside of these documents as it has not been authorized by the Trust, its Board of Trustees, the Investment Advisor, the Administrator, or any of their agents.

The Trust

The Trust is a statutory trust organized and existing under the laws of the state of Wyoming in accordance with the provisions of the Wyoming Statutory Trust Act (W.S. 17-23-101 et seq.), Political Subdivisions (W.S. 9-4-831 (a)) and Legal Investments (W.S. 9-4-831 (a) (viii)). The Trust is registered with the Secretary of State of the State of Wyoming as required by the Wyoming Statutory Trust Act (W.S. 17-23-114).

The Trust was established on May 29, 2020, by the adoption of an Indenture of Trust (The Indenture). The Indenture was adopted by the Board of Trustees (the Board) and the Participants. Political subdivisions that participate in the program of the Trust are referred to as "Participants" in the Indenture and this Information Statement. The Indenture allows for the State of Wyoming, any county, city, town, school district, community college district, hospital district, special district or other political subdivision of the state, or department, agency, or instrumentality thereof, or any political or public corporation of the state of Wyoming (political subdivisions) to open an account and become a Participant. Each potential Participant receives a copy of the Indenture, the Information Statement, and current financial statements before becoming a Participant.

Investment Objective and Policies

The Trust provides a professionally managed investment program for Wyoming political subdivisions. The general objective of the Trust is to generate a high level of current income for the Participants while maintaining liquidity and preserving capital by investing only in instruments authorized by the Statutes and the Trust's Investment Policy.

No assurance can be given that the Trust will achieve its investment objective or that any

benefits described in this information statement will result from the investment of monies in the Trust.

Permitted Investments

The Trust is specifically designed for Wyoming political subdivisions. Accordingly, the Trust has limited its portfolios and invests only in instruments permitted under the Legal Investments Act (permitted investments). The Board maintains an Investment Policy for Wyoming CLASS that is, by nature, more restrictive than the Legal Investments Act. The Investment Policy is available at www.wyomingclass.com. Participants receive 30 days prior notice of any changes to the Investment Policy.

Investment Restrictions

The Trust may buy and sell and enter into agreements to buy and sell the permitted investments subject to the restrictions described below. These restrictions are fundamental to the operation and activities of the Trust and may not be changed without a majority vote of the Participants.

1. The Trust may not make any investment other than a permitted investment.
2. The Trust may not make any investment other than investments authorized by the Board's Investment Policy, Indenture, and the statutes of the state of Wyoming as the same may be amended from time-to-time provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's home rule charter or elsewhere.
3. The Trust may neither borrow money nor incur indebtedness whether or not the proceeds thereof are intended to be used to purchase permitted

investments except as a temporary measure to facilitate withdrawal requests that might otherwise require unscheduled dispositions of portfolio investments and only to the extent permitted by law.

4. The Trust may not purchase securities or shares of investment companies or any entities similar to the Trust.
5. The Trust may not buy securities from or sell securities to the Administrator, the Investment Advisor, the Custodian, or any member of the Board (Trustee), or with any affiliate, officer, director, employee, or agent of any of them.
6. The Trust may not enter into any repurchase agreements for any securities that are not listed in the Permitted Investments section. In addition, all such agreements must be initially collateralized at 102% and additional securities must be provided if the market value of the collateral falls below 101.5%.

Portfolio

The Trust currently offers one portfolio, Wyoming CLASS (the Prime Fund).

The Prime Fund is presently allowed by the Trust's investment policy to maintain a portion of its assets in U.S. Treasury securities or repurchase agreements collateralized by U.S. Treasury securities. It may also invest its assets in securities of a Federal Farm Credit Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, other Federal instrumentalities or agency securities permitted by the Legal Investments Act, or repurchase agreements collateralized by those securities. The Prime Fund may also invest in commercial paper rated in the

highest rating category by one or more nationally recognized statistical rating organization that regularly rate such obligations. The policy also states that it may not invest more than 5% of its portfolio in the commercial paper of any single issuer nor may Wyoming CLASS own more than 5% of any issuer's total commercial paper program. The portfolio may invest in securities with a maximum maturity of 762 days or less (270 days in the case of commercial paper) and an average weighted maturity not more than 120 days to final and 60 days to reset.

Wyoming CLASS is rated 'AAAm' by S&P Global Ratings. According to S&P, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P.

Organizational Structure of the Trust

Participants

A political subdivision may become a Participant by taking appropriate official action to adopt the Indenture, opening an account in the Trust, and maintaining a balance in the account. Each Participant appoints a Key Contact, and all official communications between the Trust and a Participant are through the Key Contact.

Board of Trustees and Officers

The Board of Trustees (the Board) of the Trust is responsible for assuring compliance with the Indenture and the investment restrictions therein. The Board has the power to administer the Trust and the affairs of the Trust. The initial number of Trustees shall be three (3); The Board may from time-to-time, increase the number of members of the Board and set initial terms for each additional Trustee provided, however, the number of

Trustees shall not be less than three (3) nor more than thirteen (13). Subject to the rights of the Participants as provided in the Indenture, the Board may perform such acts as in its sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust property. The Board oversees, reviews, administers, and supervises the activities of all consultants and professional advisors to the Trust. Each Trustee must be the Key Contact of a Participant.

The Board shall appoint qualified Trustee representatives of the political subdivision entity types that participate in Wyoming CLASS. To that end, over time, the Board shall strive to appoint at least one (1) Trustee but no more than four (4) Trustees from the following entity types (1) counties; (2) cities and towns; (3) school districts; (4) special districts; and (5) other political subdivisions.

The term of office for a Trustee is three years, and the terms are staggered so that at an equitable number of terms expire annually. Any vacancy will be filled by appointment by the remaining Trustees, and the Trustee so appointed serves for the balance of the term of the Trustee whose position became vacant.

The Trustees serve without compensation, but they are reimbursed for expenses incurred in connection with their duties as Trustees. The Trustees are not required to and do not devote their entire time to the affairs of the Trust.

The Trustees elect one of their numbers to serve as Chairman. They also elect a Vice Chairman and a Secretary/Treasurer. The present Board and officers of the Trust are listed in the financial statements and on the Trust website at www.wyomingclass.com.

Advisors and Consultants to the Trust

The Board is responsible for the investments of the Trust and for the general administration of the business and affairs of the Trust;

however, the Trustees are not required to personally conduct all of the business of the Trust. Consistent with its ultimate responsibility, the Board has appointed an Administrator, an Investment Advisor, a Distribution Agent, a Custodian, Legal Counsel, and an Independent Accountant. The Board may assign such duties to the Administrator, Investment Advisor, Distribution Agent, and Custodian as it deems necessary or desirable for the efficient management of the Trust.

More specific information about the Trust's Administrator, Investment Advisor, Distribution Agent, Custodian, Legal Counsel, and Independent Accountants is set forth elsewhere in this Information Statement, in the financial statements, and on the Trust website at www.wyomingclass.com.

Expenses of the Trust

The Trust has entered into an agreement with Public Trust Advisors, LLC, effective July 1, 2020, whereby Public Trust is paid a fee, calculated daily and paid monthly, at the annual flat rate of 0.20 percent.

Public Trust is responsible for payment of the costs of operation of the Trust including but not limited to Administrator and Investment Advisor fees, Distribution Agent fees, Custodian fees, operations, and marketing expenses. Included in the costs paid by Public Trust are certain amounts that are agreed to each year for the payment of Trustee expenses, legal expenses, and the expenses associated with association membership and sponsorship costs. If the actual cost for the total of those items exceeds the amount agreed to annually, Public Trust and the Trust will negotiate a fair and equitable allocation of the excess cost. Any expenses incurred by the Trust in excess of the fee paid to Public Trust are apportioned on a pro rata basis to the portfolio.

Daily Income Allocations

All net income of each portfolio is determined as of the close of business each day (and at such other times as the Board may determine) and is credited immediately thereafter pro rata to each Participant's account. Net income that has thus accrued to the Participants is converted as of the close of business of each day into additional shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited.

Net income for each portfolio each day consists of (1) all accrued interest income on assets of the portfolio plus or minus (2) any amortized purchase discount or premium less (3) accrued expenses.

Account Activity

To become and remain an active Participant, an entity must maintain a minimum account balance of \$1.00. Participants may have more than one account. Investments may be made by ACH funds or wire transfer. The Trust intends to negotiate agreements for direct deposit of certain state and Federal payments to political subdivisions so that Participants can realize immediate earnings on such moneys.

Investments received by the Trust by 1:00 p.m. MT will be invested along with the other funds in the portfolio. Funds received after 1:00 p.m. MT will be invested overnight by the Trust's Administrator via the Custodian Bank.

Withdrawals from Wyoming CLASS may be made by wire transfer, ACH funds, or transfer between Participants. Requests for withdrawal from accounts with pre-established wire instructions will be honored on a same day basis if received prior to 1:00 p.m. MT.

Notice of Large Withdrawals

The Trust requests 24-hour notice for wire transfer withdrawals of \$1 million or more.

Computation of Yield

The Trust quotes a daily and seven-day average yield for the portfolio in reports and information published by the Trust. To obtain the daily yield, a daily yield factor is first calculated. The factor is the net income for that day divided by the number of shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. From time-to-time, the Trust may also quote its yield on other bases for the information of its Participants.

The yields quoted from time-to-time should not be considered a representation of the yield of the Trust in the future since the yield is not fixed. Actual yields will depend not only on the type, quality, and maturities of the investments held by the Trust and changes in interest rates on such investments but also on changes in the Trust's expenses during the period.

Yield information may be useful in reviewing the performance of the Trust's portfolio and for providing a basis for comparison with other investment alternatives.

Determination of Net Asset Value

The Trust determines the net asset value of the shares of each portfolio as of the close of business of each day. The net asset value per share of each portfolio is computed by dividing the total value of the securities and other assets of the portfolios, less any liabilities, by the total outstanding shares of the portfolio. Liabilities, which include all expenses and fees of the Trust, are accrued daily.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith.

The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities that amount to less than \$.005 per share. The Trust will endeavor to minimize the amount of such gains or losses. However, if net unrealized gains or losses should exceed \$.005 per share, the portfolio's net asset value per share will change from \$1.00 or be maintained at \$1.00 per share by retention of earnings or the reduction, on a pro rata basis, of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of the Trust to maintain a net asset value of \$1.00 per share, but for the reasons stated herein, there can be no assurance that the net asset value will not vary from \$1.00 per share. The net asset value per share of the Trust may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the Trust. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized because of these fluctuations.

Suspension or Postponement of Payment

The Board may temporarily suspend the right of redemption or postpone the date of payment for the whole or any part of any period during in which (1) there shall have occurred any state of war, national emergency, banking moratorium, or suspension of payments by banks in the state of Wyoming, or any general suspension of trading or limitation of prices on the New York Stock Exchange or American Stock Exchange (other than customary weekend and holiday closings); or (2) any financial emergency situation exists as a result of which disposal by the Trust of Trust property is not reasonably practicable because of the substantial losses that might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its net assets. Such suspension or postponement will not alter or affect a Participant's beneficial interests as measured by its shares or the accrued interest and earnings thereon. Such suspension of payment will take effect at such time as the Board shall specify, and thereafter there will be no right of redemption or payment until the Board shall declare the suspension or postponement at an end.

Portfolio Transactions

Subject to the general supervision of the Board, the Investment Advisor is responsible for placing the orders for portfolio transactions. The Trust's portfolio transactions occur only with broker dealers acting as principals except for commercial paper transactions that may be placed directly. Such transactions are on a net basis and normally do not involve payment of brokerage commissions. Transactions with dealers normally reflect the spread between bid and asked prices.

Although the Trust does not ordinarily seek but nonetheless may make profits through

short-term trading, the Investment Advisor may, on behalf of the Trust, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The Trust's policy of investing in instruments with maturities of less than one year will result in high portfolio turnover. However, since brokerage commissions are not paid on the types of investments that the Trust may make, any turnover resulting from such investments does not adversely affect the net asset value or net income of the Trust.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of orders for the purchase and sale of portfolio securities. Portfolio investments will not be purchased from or sold to the Investment Advisor and Administrator, the Custodian or any Trustee, or any affiliate, officer, director, employee, or agent of any of them.

Reports to Participants

Each Participant receives annual financial statements of the Trust as well as a monthly statement of the Participant's account(s). The annual report issued as of June 30 includes audited Financial Statements of the Trust. The Trust's fiscal year ends on June 30 of each calendar year. Potential Participants are advised to review the financial statements of the Trust that are furnished to them. The reports also include sufficient information to establish compliance with the investment policy established in the Indenture and other information required by the statutes of the state of Wyoming.

The Trust answers inquiries from Participants at any time during business hours. Inquiries may be made by email at info@wyomingclass.com, via the Internet at www.wyomingclass.com, or by phone at (866) 987-4445. The telefax number is (866) 987-4446. The mailing address is Wyoming CLASS, 717 17th Street, Suite 1850, Denver, Colorado 80202.

Summary of the Indenture

Each potential Participant receives a copy of the Indenture, this Information Statement, and current financial statements before becoming a Participant. Certain portions of the Indenture are summarized in this Information Statement. These summaries are qualified in their entirety by reference to the text of the Indenture.

Description of Shares

The Indenture provides that the beneficial interests of the Participants in the assets of the Trust and the earnings thereon are, for convenience of reference, divided into shares that are used as units to measure the allocation of beneficial interest among the Participants. The Indenture authorizes an unlimited number of full and fractional shares of a single class as well as adjustments in the total number of shares outstanding from time-to-time without changing their proportionate beneficial interest in the Trust in order to permit the Trust to maintain a constant net asset value of \$1.00 per share. All shares participate equally in distributions and have equal liquidation and other rights. The shares have no preference, conversion, exchange, or preemptive rights. For all matters requiring a vote of Participants, each Participant, through its Key Contact, is entitled to one vote with respect to each matter, without regard to the number of shares held by the Participant.

Responsibility of Trustees, Officers, and Agents

No member of the Board, officer, or employee of the Trust is individually liable to the Trust, a Participant, an officer, an employee, advisor, consultant, or an agent of the Trust for any action unless it is taken or omitted in bad faith or constitutes willful misfeasance, gross negligence, or reckless disregard of their duties. The Trust will indemnify, to the extent of the earnings of the Trust, each Trustee and

such officers or employees of the Trust designated by the Board to receive such indemnification, to the extent permitted by law, against all claims and liabilities to which they may become subject by reason of serving in such capacities for the Trust except in certain circumstances set forth in the Indenture. The name Wyoming Liquid Assets Securities System is the designated name of the Trust under its Indenture. The Board is authorized to use other designations, including Wyoming CLASS and WYCLASS, and it may adopt such other name or names for the Trust as it deems proper. The Trust may hold property and conduct its activities under such designations or names. All persons dealing with the Trust must look solely to Trust property for enforcement of any claims since the Trustees, officers, agents, and Participants do not assume any personal liability for obligations entered into on behalf of the Trust.

Termination of the Indenture

The Trust may be terminated by the vote of a majority of the Participants entitled to vote. Upon the termination of the Trust and after paying or adequately providing for the payment of all of its liabilities, and upon receipt of such releases, indemnities, and refunding agreements as it deems necessary for the Trust's protection, the Board may distribute the remaining Trust property, in cash, among the Participants according to their respective proportionate beneficial interest.

Amendment of the Indenture

The Indenture may be amended by the vote of the Participants. From time-to-time, the Board may, by a two-thirds vote of the Trustees and after 30 days prior written notice to the Participants, amend the Indenture without the vote or assent of the Participants that the Board, in good faith, deems necessary or convenient for the administration and operation of the Trust or to the extent deemed

by the Board necessary to conform the Indenture to the requirement of applicable laws or regulations or any interpretation thereof by a court or other governmental agency, but the Board shall not be liable for failing to do so. However, no amendment may be made that would change any rights with respect to a Participant's shares, lessen the investment restrictions, change the limitations on personal liability of the Trustees, or change the prohibition of assessments upon the Participants.

The Investment Advisor and Administrator

Pursuant to an agreement with the Trust, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator of the Trust.

As Investment Advisor, Public Trust provides investment services to the Board. Public Trust is an investment advisory firm located in Denver, Colorado.

Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the Trust, determines and allocates income of the Trust, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the Trust, determines the net asset value of the Trust on a daily basis, and performs all related administrative services for the Trust. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the Trust based upon several factors. This evaluation includes a comparative analysis of the Trust's investment results in relation to industry standards such as the performance of comparable money market mutual funds and various indices of money market securities.

The agreement with Public Trust is not assignable and may be terminated without penalty on 90 days written notice at the option of the Trust or Public Trust.

The Trust is prohibited from buying securities from and selling securities to Public Trust and any of its affiliates.

Distribution Agent

Pursuant to an agreement with the Trust, Peaks Investment Management (Peaks) serves as the Distribution Agent of the Trust.

As Distribution Agent, Peaks is responsible for marketing and sales efforts, providing information related to the operations and objectives of the Trust, and assisting Participants with any Trust related questions.

Custodian

U.S. Bank, N.A. (U.S. Bank) serves as Custodian for the Trust pursuant to a Custodian Agreement. U.S. Bank acts as safekeeping agent for the Trust's investment portfolios and serves, in accordance with the statutes of the state of Wyoming, as the depository in connection with the direct investment and withdrawal mechanisms of the Trust. U.S. Bank does not participate in the Trust's investment decision-making process.

On occasion, the Trust uses other custodians for some permitted investments such as tri-party repurchase agreements.

The Custodian Agreement remains in effect until terminated by either the Investment Advisor or the Custodian. The Agreement is not assignable without the prior written consent of the Trust's Investment Advisor and may be terminated without penalty on 90 days written notice at the option of the Investment Advisor or the Custodian.

Legal Counsel

As of the date of this statement, Freudenthal & Bonds, P.C. serves as Legal Counsel to the Trust.

Independent Accountants

At the present time, CliftonLarsonAllen, LLP serves as independent certified public accountants to audit the annual financial statements of the Trust. The audit contains statements of assets and liabilities, of operations, and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards.

How to Open an Account

The State of Wyoming and any county, city, town, school district, community college district, hospital district, special district or other political subdivision of the state, or department, agency, or instrumentality thereof, or any political or public corporation of the state of Wyoming (political subdivisions) may join the Trust as a Participant and take advantage of the Trust's investment program.

Each political subdivision must adopt, execute, and provide to the Trust a certified copy of a resolution adopting the Indenture and naming a Key Contact to participate in the Trust. A model form of Resolution is contained on the back of the Trust Registration Form and is also available at www.wyomingclass.com.

A political subdivision that wants to become a Participant should email a completed Trust Registration Form and a Resolution as described above to clientservices@wyomingclass.com. Upon the Trust's receipt and acceptance of these

documents, the Participant may make an initial investment of funds.

For more information regarding the use of any of the additional services available to Participants of the Trust, please call (866) 987-4445 or email info@wyomingclass.com. Interested parties can also visit the Trust's website at www.wyomingclass.com.

Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. Registration with the SEC does not imply a certain level of skill or training. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

06/20 Managed by Public Trust Advisors, LLC

MEETING DATE: OCTOBER 5, 2021

DEPARTMENT: PUBLIC WORKS

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

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

AGENDA ITEM SUMMARY REPORT



Amendment to Agreement to Cost-share on Public Utility Improvements

ACTION TO BE TAKEN

Consider approval of an Amendment to the existing Agreement to Cost-share on Public Utility Improvements between the City of Cody and Ronald L. and Kelly A. Hunt (Buffalo Bluff RV Park).

SUMMARY OF INFORMATION

The City of Cody and Ron and Kelly Hunt have an existing Agreement to Cost-share for sanitary sewer and electric utility extension costs that was executed in July 2020. The original Agreement was developed based on estimated construction costs for the utility extensions. All construction has been completed, and the proposed Amendment incorporates the actual construction costs of the project components. The main items addressed with the Amendment are as follows:

1. The actual construction costs of the sanitary sewer extension have been defined, and the annual payments for years 2022 through 2025 have been set based on those costs.
2. The electric extension repayment schedule has been lengthened by one year to match the sanitary sewer schedule.
3. The actual construction costs of the electric extension have been defined, and the annual payments for years 2022 through 2025 have been set based on those costs.

The cost sharing percentages from the original agreement have not been modified, and the Hunt's will still reimburse 35% of the construction cost of the sanitary sewer, and 33% of the construction cost for the electric extension.

FISCAL IMPACT

The Wastewater Fund and Electric Fund will receive the reimbursement payments for the cost sharing as intended with the original Agreement. The schedule for the Electric Fund reimbursement is lengthened by one additional year.

ATTACHMENTS

1. Amendment to Agreement to Cost-share on Public Utility Improvements
2. Executed Agreement to Cost-share on Public Utility Improvements (July 2020)

AGENDA ITEM NO. _____

AMENDMENT TO AGREEMENT TO COST-SHARE ON PUBLIC UTILITY IMPROVEMENTS

THIS AMENDMENT modifies the “Agreement to Cost-share on Public Utility Improvements” (hereinafter “Agreement”) entered into between the City of Cody (CITY) and Ronald L. Hunt and Kelly A. Hunt (DEVELOPER) in July 2020. The parties hereby amend that Agreement as follows:

Section 5, Phase 1 Sewer Reimbursement, after the final sentence stating “There is no penalty for early payment.”, the following is added:

The repayment schedule and amounts for the Phase 1 Sewer Reimbursement are based on the actual construction cost incurred by the CITY of \$183,317.54, and are set as follows:

Phase 1 Sewer Payment #1 for Sewer Connection Charge only = **\$11,180.00** (received by CITY from DEVELOPER in September 2020)

Phase 1 Sewer Payment #2 – due June 30, 2022 = **\$12,868.96** (\$11,915.64 annual payment + \$953.25 interest)

Phase 1 Sewer Payment #3 – due June 30, 2023 = **\$12,630.64** (\$11,915.64 annual payment + \$714.94 interest)

Phase 1 Sewer Payment #4 – due June 30, 2024 = **\$12,392.33** (\$11,915.64 annual payment + \$476.63 interest)

Phase 1 Sewer Payment #5 – due June 30, 2025 = **\$12,154.02** (\$11,915.64 annual payment + \$238.31 interest)

Section 5, Phase 2 Sewer Reimbursement, after the final sentence stating “There is no penalty for early payment.”, the following is added:

The repayment schedule and amounts for the Phase 2 Sewer Reimbursement will be based on the actual number of RV spaces plus other sewer generating facilities constructed in Phase 2 (such as guest cabins, resort facilities, or other accommodations) of the project to determine the sewer connection charges for Payment #1, and the actual construction cost incurred by the CITY of \$183,317.54 to determine Payments #2, #3, and #4.

Section 10, following sentence number two ending “. . . to install the electrical infrastructure for the 3-phase extension.”, the remainder of the section shall be completely removed and replaced by the following:

The repayment schedule and amounts for the electrical extension are based on the actual construction cost incurred by the CITY of \$107,407.74 with unpaid balances subject to an interest rate of 2.0% per year (simple), and are set as follows:

Electric Payment #1 = \$4,925.52 (received by CITY from DEVELOPER in September 2020, based on estimated project cost at the time)

Electric Payment #2 – due June 30, 2022 = **\$8,240.22** (\$7,629.77 annual payment + \$610.38 interest)

Electric Payment #3 – due June 30, 2023 = **\$8,087.63** (\$7,629.77 annual payment + \$457.79 interest)

Electric Payment #4 – due June 30, 2024 = **\$7,935.03** (\$7,629.77 annual payment + \$305.19 interest)

Electric Payment #5 – due June 30, 2025 = **\$7,782.44** (\$7,629.77 annual payment + \$152.60 interest)

**** END OF AMENDMENT ****

Except as modified by this Amendment, all unchanged provisions of the Agreement shall remain in full force and effect.

RONALD L. HUNT and KELLY A. HUNT (DEVELOPER)

Ronald L. Hunt

Date: _____

Kelly A. Hunt

Date: _____

CITY OF CODY, WYOMING

Matt Hall, Mayor

Date: _____

Attest:

Cynthia D. Baker, Administrative Services Officer

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 Ronald L. Hunt and Kelly A. Hunt (DEVELOPER). This AGREEMENT is entered into as of the date last executed by the parties below.

RECITALS

- a. DEVELOPER is the owner of property located at 137 Belfry Highway, Park County, Wyoming, consisting of approximately 13.47 acres. That property is more specifically described in a warranty deed dated April 11th, 2019, and recorded on April 12, 2019 at Document No. 2019-1651 with the Park County, Wyoming Clerk's office. DEVELOPER wishes to build an RV park on the property described above. Phase 1 of the proposed RV park, consisting of 43 RV spaces, is depicted on the attached Exhibit A. Phase 2 would be located south of Phase 1 and include RV spaces, rental cabins, or other similar facilities.
- b. The property described above was annexed into the City of Cody by Ordinance 2020-06, and the annexation report outlined a general cost-sharing arrangement regarding the extension of City sewer and electric service to the property, with the DEVELOPER contributing approximately 1/3 of the cost. Parties now wish to further describe the obligations of the parties and the cost-sharing arrangement for the extension of those utilities.
- c. The parties recognize that they will mutually benefit from the

extension of City sewer and electric service 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 sewer and electrical extension costs with DEVELOPER for the above-described work, so that City sewer and power are readily 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. CITY shall be responsible for the development, submittal and approval of all plans, specifications, easements and other documents required by the Wyoming Department of Environmental Quality (DEQ), the City of Cody ordinances, and other applicable local, state and federal laws, relating to the extension of City sewer from the Road 2AB line to the first manhole within the DEVELOPER property (Manhole #1).

As construction of the sewer main extension and development of the RV park is contingent on the CITY acquiring off-site easements for the extension of sewer and power from Road 2AB to the subject property, any work performed by DEVELOPER in installing utilities or constructing the RV park prior to CITY acquiring said easements shall be entirely at DEVELOPER's own risk. If CITY is unable to acquire the off-site easements within 15 days of the date this agreement is signed by all parties, DEVELOPER agrees to cease construction temporarily at the request of the CITY while the parties conduct further cost analysis and negotiation regarding the cost. CITY will act

expeditiously to acquire the off-site easements. Developer may begin construction before City acquires the WYDOT crossing permit.

2. Except as otherwise described in this Agreement, CITY shall be responsible for engineering, design, construction, labor, materials, observations, material testing, obtaining bids from any contractors or subcontractors used in the sewer project herein described, paying those contractors or subcontractors, obtaining easements and other costs incurred by City related to the design, development, and construction of improvements to extend City sewer service from the Road 2AB sewer line to and including Manhole #1 within the DEVELOPER property. CITY agrees that if it is determined that the bids received for the sewer extension will exceed 110% of the City engineer's estimate, that the City will contact and further negotiate with the DEVELOPER regarding the additional bid cost prior to commencing construction.

3. DEVELOPER shall convey to City a 30-foot wide utility easement within the DEVELOPER property for the sewer main identified in Items 1 and 2, from the Highway 120 right-of-way to and including the area around Manhole #1. In addition, DEVELOPER shall convey a 20-foot wide sewer easement from the end of the 30-foot wide utility easement to the west property line of DEVELOPER property, as shown on the Utility Plan. Both easements shall be granted prior to occupancy of Phase 1.

4. DEVELOPER shall pay CITY the sewer connection charge of \$11,180.00 for 43 RV spaces (Phase 1) prior to CITY installing the sewer main from the Road 2AB line to the DEVELOPER property. Sewer connection charges for Phase 2 will be calculated and owing at the time development of Phase 2 is

approved by the CITY.

5. DEVELOPER shall be responsible for reimbursement of a portion of the actual costs to install the City sewer main from the Road 2AB sewer line to and including the first manhole (Manhole #1 on the Sanitary Sewer Plan) within the DEVELOPER property as follows, in the total amount of 26% of actual costs, for Phase 1, and an additional 9% of actual costs at the time Phase 2 is developed. Actual costs for this sewer main extension include all items identified in Items #1 and #2 above, except City staff time. Reimbursement shall occur as follows:

Phase 1 Sewer Reimbursement:

Payment is due annually, commencing one year from the date of payment of the sewer connection charges for Phase 1. Interest will accrue at a rate of 2% per year (simple). Payment shall occur in four annual installments, each consisting of 6.5% of the actual costs of said sewer extension, plus applicable interest. There is no penalty for early payment.

Phase 2 Sewer Reimbursement:

Payment is due annually, commencing one year from the date of payment of the sewer connection charges for Phase 2 (i.e. sewer connection charges for Phase 2 occur at time of development of Phase 2). Interest will accrue at a rate of 2% per year (simple) from that date. Payment shall occur in three annual installments, each consisting of 3.0% of the actual costs of said sewer extension, plus applicable interest. There is no penalty for early payment.

6. DEVELOPER shall be responsible for the development, submittal and approval of all plans, specifications, easements and other documents required by the Wyoming Department of Environmental Quality (DEQ), the

City of Cody ordinances, and other applicable local, state and federal laws, relating to the extension of an 8-inch City sewer main from Manhole #1 on the DEVELOPER property to a point in the westernmost access road that serves the DEVELOPER's residence (137 Belfry Highway). The route is indicated on Exhibit A. The sewer main is to be at a depth of 10 feet at the end of the manhole in the access road.

7. DEVELOPER shall be responsible for all engineering, design, construction, labor, materials, observations, material testing, and cost incurred for the design, development, and construction of improvements to extend the 8-inch City sewer main described in Item #6 above. Extension shall occur no later than at the time of development of Phase 2.

8. CITY agrees to accept ownership and maintenance of this 8-inch sewer main within the DEVELOPER property after DEVELOPER has completed construction of said sewer main to City standards.

9. CITY has developed a plan for extension of City 3-phase electrical service to the property, as depicted on attached "Electrical Plan". The 3-phase primary line (green line on Electrical Plan) shall be cost shared as described in Section 10 below. The City will install all of the 3-phase primary electrical extension from the connection point near Road 2AB to the 200-amp fuse cabinet (blue box on Electrical Plan) located within the DEVELOPER property, with the exception of digging and filling the trench within the DEVELOPER property. DEVELOPER shall be responsible for digging and filling the trench for the portion of the 3-phase primary line extension within the DEVELOPER property.

10. DEVELOPER shall pay CITY 33% of the actual City costs to install the 3-phase electrical extension. For the 3-phase electrical extension, the actual City costs includes all materials for the 3-phase electrical extension, actual Contractor costs for the conduit bore that will cross under Highway 120, and any easement acquisition costs not covered by the easement for the accompanying sewer main extension, but not City labor or City equipment used by the electrical division to install the electrical infrastructure for the 3-phase extension. An estimate of \$44,777.00 for the total City costs to install the 3-phase electrical extension has been provided by the City electrical superintendent. The DEVELOPERS 33% share is approximately \$14,776.41, based on the estimate. The estimate is not binding, and DEVELOPER's obligation will be based on actual City costs as described above.

Payment shall occur as follows:

Prior to the City commencing installation, DEVELOPER shall pay City an amount equal to 11% of the estimated costs to install the 3-phase electrical extension (\$4,925.47 payment).

The outstanding balance shall accrue interest at a rate of 2% per year (simple). Payment shall occur in annual installments until the outstanding balance is paid, each payment consisting of 11% of the actual costs of said electrical extension, plus applicable interest. There is no penalty for early payment. Subsequent payments after the first payment shall be paid on or before the date marking one year since the first payment for the electrical service extension. If there is a difference between the amount of the first payment described above, and the actual amount owed for each 11% payment, that amount shall be reconciled at the time of the final payment.

11. CITY agrees that if it is determined that the bids received from the electrical material suppliers exceed 110% of the City electrical

superintendent's estimate, that the City will contact and further negotiate with the DEVELOPER regarding the additional bid cost prior to commencing construction.

12. DEVELOPER shall convey to City a utility easement within the Developer property for the 3-phase electrical extension, as specified by the City electrical division (typically ten feet in width). The easement shall be granted to City prior to occupancy of the RV park.

13. 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 days to cure such default, or if corrections cannot be made within the 20 day 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.

c. In lieu of terminating this Agreement, CITY may, upon DEVELOPER'S default in any of its payment obligations described in this Agreement, pursue payment through any civil action or other legal or administrative proceedings.

d. If DEVELOPER defaults in any of its obligations under this Agreement, DEVELOPER shall be liable to CITY for any and all costs incurred

by CITY in enforcing the terms of this Agreement, including, but not limited to, reasonable attorney's fees and costs, regardless of whether the CITY files any legal proceedings, actions or lawsuits.

14. **LIABILITY:** DEVELOPER assumes all liability for itself, its agents, its representatives, contractors and employees upon the above described property pursuant to this agreement.

15. 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.

This agreement shall be binding upon the parties, their heirs, successors, assigns, transferees and grantees, unless this agreement is revoked or terminated by the CITY as described in paragraph 13 above.

16. **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.

17. This agreement shall not be assigned by DEVELOPER without the prior, written approval of the Governing Body of the CITY.

18. 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.

Ronald and Kelly Hunt

Ronald Hunt

Ronald Hunt

DATE: 7/23/2020

Kelly Hunt

Kelly Hunt

DATE: 7/23/2020

CITY OF CODY, WYOMING

Matt Hall

MATT HALL, MAYOR

DATE: 7/22/2020

ATTEST:

Cynthia D. Baker

CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE: 7/22/2020

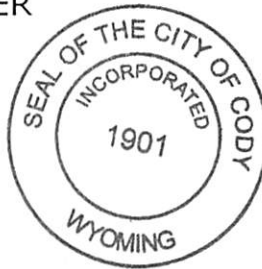
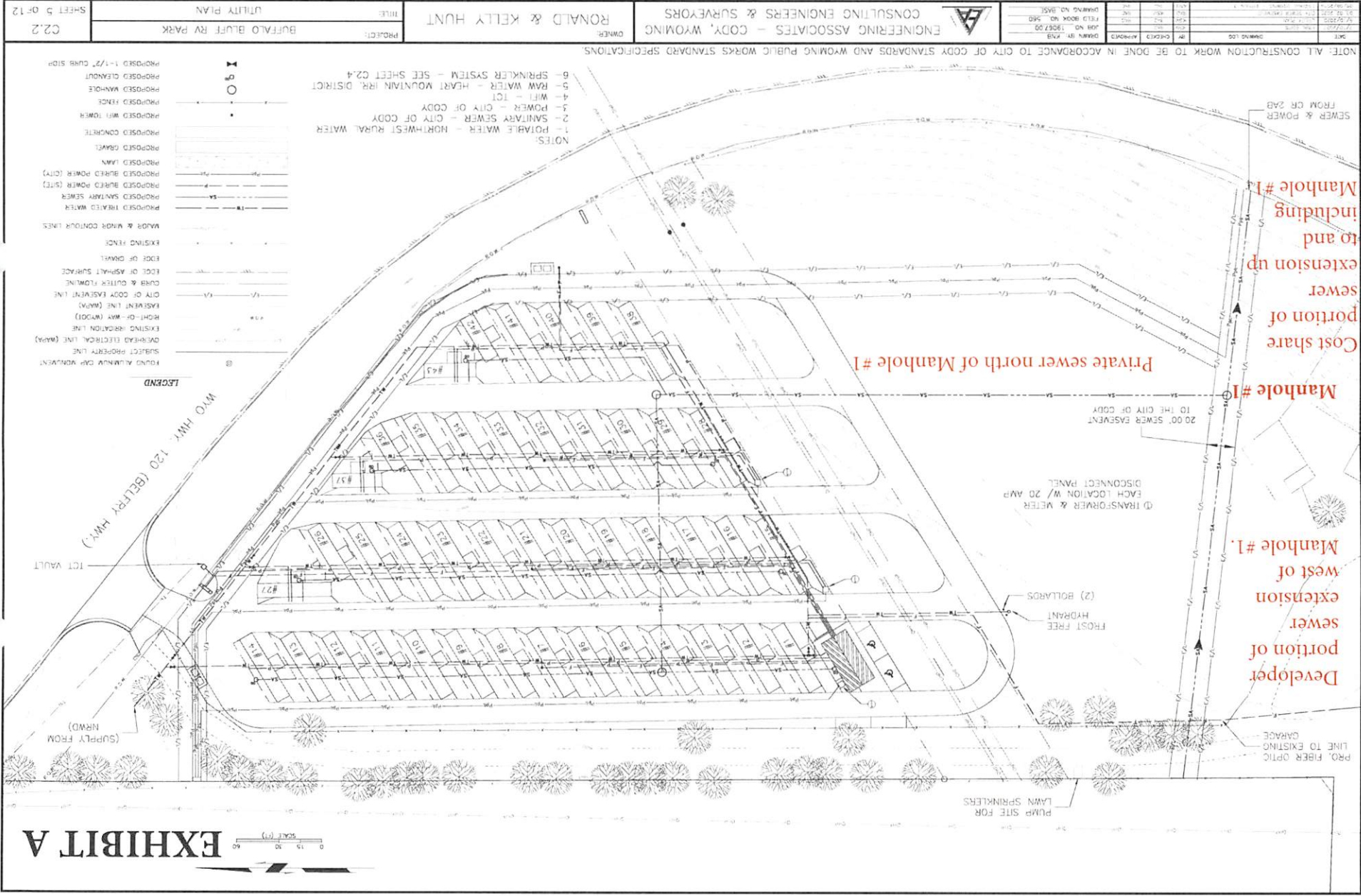
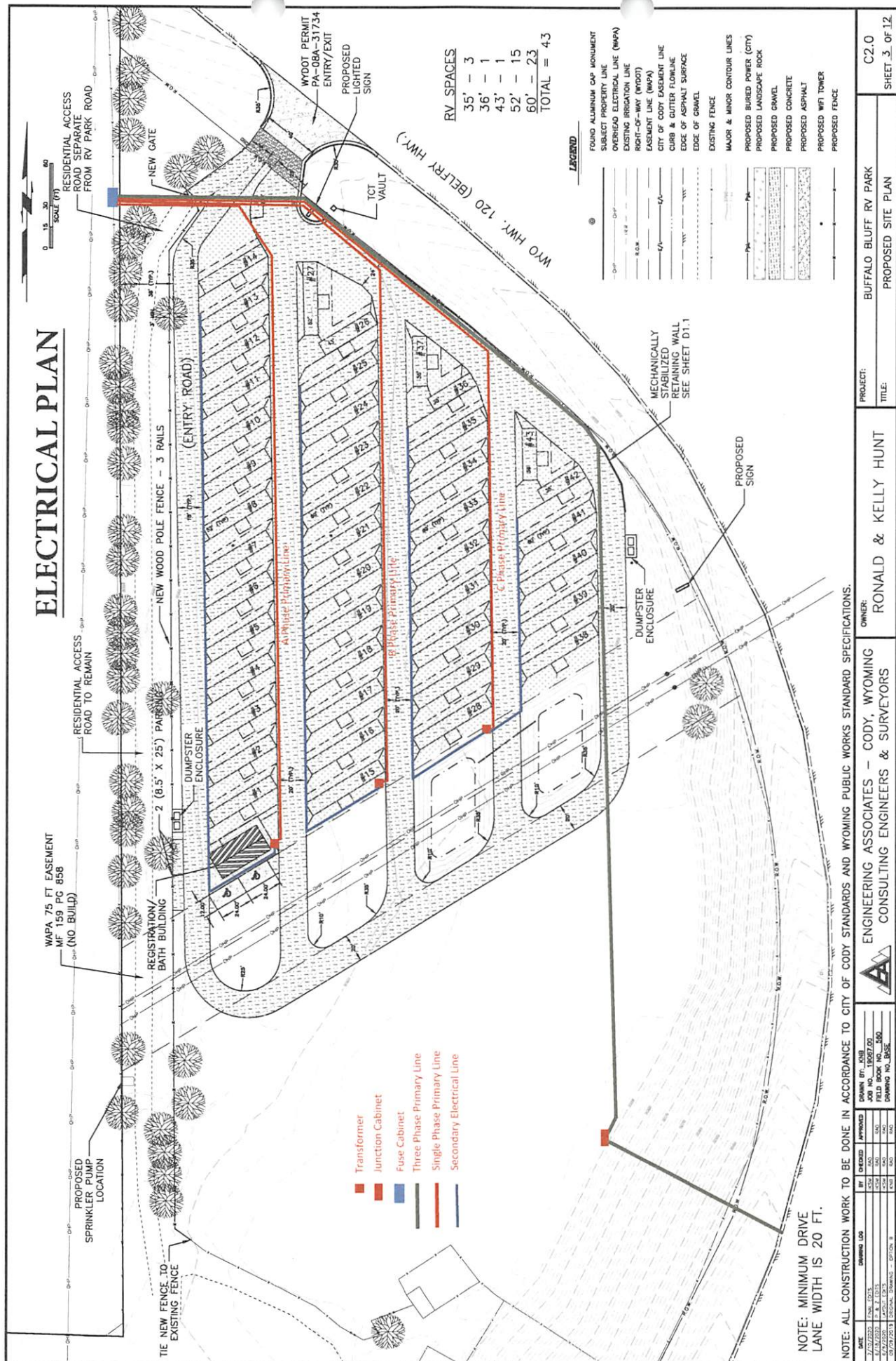


EXHIBIT A

SCALE (1") = 30'





NOTE: MINIMUM DRIVE
LANE WIDTH IS 20 FT.

NOTE: ALL CONSTRUCTION WORK TO BE DONE IN ACCORDANCE TO CITY OF CODY STANDARDS AND WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS.

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: KJB
7/13/2020	786, 1203	4534	460		JOB NO. 19087 DO
8/18/2020	P 2 1035	4534	460	460	FIELD BOOK NO. 580
8/27/2020	4052, 1303	4534	460	460	DRAWING NO. BASE

ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

RONALD & KELLY HUNT

JUFFALO BLUFF RV PARK
PROPOSED SITE PLAN

C2.0
3 of 12



AGENDA ITEM SUMMARY REPORT

Consider Approval of Amendment No. 1 to the Professional Services Agreement with Engineering Associates for the YRA Waterline Replacement Project

ACTION TO BE TAKEN

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Engineering Associates (EA) for the YRA Waterline Replacement Project.

SUMMARY OF INFORMATION

The City of Cody has a Professional Services Agreement in place with EA for the survey, design and bidding of the YRA Waterline Replacement Project. The current agreement was approved by the City Council on April 6, 2021, with a not-to-exceed fee amount of \$24,800.00. These tasks are complete, and the project was bid for construction in July 2021. The City Council approved the Notice of Award for the project on August 17, 2021, to Harris Trucking and Construction, with a construction contract amount of \$164,162.50.

Amendment No. 1 with EA will add construction surveying and staking, construction observation, and construction administration to the existing service agreement. The not-to-exceed fee amount proposed by EA for these services is \$11,050.00. City Staff has reviewed the scope and fee and found them to be reasonable for the services being provided.

City Council approval of Amendment No. 1 will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT

The YRA Waterline Replacement Project is included in the FY 2022 Budget and is funded through the Water Enterprise Fund in the total amount of \$225,722 for all engineering and construction costs. Amendment No. 1 with EA will bring the anticipated cost of the project (engineering and construction costs currently contracted) to approximately \$200,013, which is within the budgeted amount.

ATTACHMENTS

1. Amendment No. 1 to Standard Form Agreement Between Owner and Engineer for Professional Services with Appendix A and B

AGENDA & SUMMARY REPORT TO:

None.

AGENDA ITEM NO. _____

**AMENDMENT NO. 1 TO SHORT FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

Subject of Amendment: Add Construction Administration Services

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: April 7, 2021
- b. OWNER: City of Cody, Wyoming
- c. ENGINEER: Engineering Associates
- d. PROJECT: YRA TREATED WATERLINE REPLACEMENT - 2021

2. Nature of Amendment

- ☒ Additional Services to be Performed by ENGINEER
- ☐ Modifications to Services of ENGINEER
- ☒ Modifications to Responsibilities of OWNER
- ☒ Modifications to Payment to ENGINEER
- ☒ Modifications to Time(s) for Rendering Services
- ☐ Modifications to Other Terms and Conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications", consisting of 6 pages.

OWNER and ENGINEER hereby agree to modify the above-referenced Short Form Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective Date of this Amendment is Oct. 1, 2021.

OWNER:

CITY OF CODY, WYOMING

Signed By: _____

Printed Name: Matt Hall

Title: Mayor

Date Signed: _____

ENGINEER:

ENGINEERING ASSOCIATES

Signed By: 

Printed Name: Ian Sporkin-Morrison, PE

Title: Project Manager

Date Signed: 09/28/21

This is **Attachment 1**, consisting of 6 Pages, to Amendment No. 1, dated Oct. 1, 2021.

Modifications

- A1. ENGINEER shall perform the following Additional Services:
See Construction Engineering Services Letter dated 09/28/2021.
- A2. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:
See Exhibit A – Scope, dated 09/28/2021.
- A3. The responsibilities of OWNER are modified as follows:
Owner will pay all advertising invoices.
- A4. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation.
See Exhibit B – Fee Estimate, dated 09/28/2021.
T&M, NTE \$11,050.00;
Based on Appendix 1 - Fee Schedule attached, dated 01/01/2021.
- A5. The schedule for rendering services is modified as follows:
Schedule will commence following issuance of Notice to Award and continue through Final Completion and 11-month inspection.
- A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
N.A.



ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
ENGINEERINGWYOMING.COM

January 7, 2021

Mr. Phillip Bowman, PE
Cody Public Works Director
P.O. Drawer 2200
Cody, WY 82414

RE: Construction Engineering Services - YRA Treated Waterline Replacement - 2021

Dear Philip,

We have provided a cost estimate for Engineering Associates to provide 1) Construction Staking, 2) Construction Observation, and 3) Construction Administration on this project.

Construction Staking will be provided for the Contractor for the length of this project (Sta 10+00 to 16+74). Centerline of pipe will be staked at 100' stations along with all horizontal bends, vertical bends, and appurtenances.

Construction observation will be provided. It is estimated that the work may take a total of 25 working days from start-up to final cleanup. It will include having our RPR visit the site for an average of 2 hours per day of waterline construction activity and 4 hours per day during taxiway crossing, completing daily field reports, and providing pay estimate quantities.

Construction administration will also be provided for the work. This work is estimated to take 4 hours per week for 4 weeks. Work will include DFRs, shop drawing review, preparing pay estimates and change orders, closeout paperwork, and record drawings.

Please see the attached Appendix A, which outlines the scope of work for the project and Appendix B, which provides a fee estimate of costs for services to be provided on a time and material basis. I will serve as project manager and Mike Collier will likely complete the RPR tasks.

Sincerely

ENGINEERING ASSOCIATES

Ian K. Sporkin-Morrison, P.E.
Project Manager

cc: File: 21014.00

APPENDIX A

GENERAL SCOPE OF SERVICES – Construction YRA Treated Waterline Replacement - 2021

Construction Staking

1. Provide Staking for open trench work
 - Centerline & Offsets at 100-foot spacing
 - Centerline & Offsets for all vertical & horizontal bends
 - Centerline & Offsets for all appurtenances

Resident Project Representative

2. Attend Pre-construction conference
3. Part-Time Construction Observation
 - Coordinate communications between Contractor, Project Manager, and Owner.
 - Assist with review and approval of shop drawings.
 - Prepare Field Reports, daily quantities reports, including material in storage, for periodic pay estimates.
 - Record field changes for record drawing preparation.
 - Conduct final jobwalk meeting to prepare punchlist prior to final closeout of project.

Construction Administration

4. Construction Administration Support
 - Coordinate completion and distribution of contract documents.
 - Review and distribute weekly field reports.
 - Complete final construction report containing copies of all shop drawings, field reports, testing reports, pay estimates, change orders, closeout documents, and record drawings.
5. Project Management
 - Review shop drawing submittals.
 - Coordinate pre-construction meeting and minutes.
 - Provide occasional site visits.
 - Respond to question from the field.
 - Review daily field reports.
 - Prepare maximum of three (3) pay estimates (initial, substantial, and final retainage release).
 - Attend final jobwalk and review punchlist.
 - Review final closeout paper work.
 - Review final construction report to Owner.
 - Complete 11-month inspection.

09/28/21- IKS-M

APPENDIX B

CONSTRUCTION FEE ESTIMATE – YRA Treated Waterline Replacement – 2021

Construction Staking

1. Provide Staking for waterline construction.
 - (5 hours x 2-man crew) - \$1200+/-

Resident Project Representative

2. Attend pre-construction conference (2 hours) - \$200+/-
3. Part-time construction observation (58 hours) - \$7250+/-

Construction Administration

4. Construction Administration support (4 hours) – \$600+/-
5. Project Management (12 hours) – \$1,800+/-

Project Cost Summary

A. Construction Staking	\$1,200
B. Resident Project Representative	\$7,450
C. Construction Administration	\$2,400

<u>Estimated Total Fees</u>	<u>\$11,050</u>
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FEES TO BE BILLED ON A TIME & MATERIAL, NOT-TO-EXCEED BASIS.

[NOTE: CITY PAYS ADVERTISING INVOICES.]

09/28/21- IKS-M



ENGINEERING ASSOCIATES

Engineering Wyoming and the Rockies
CODY, POWELL, THERMOPOLIS, SHERIDAN, SARATOGA & LARAMIE

FEE SCHEDULE

January 1, 2021

HOURLY RATES

ENGINEERING AND SURVEYING SERVICES

	<u>Per Hour</u>
Engineer's Aide	\$ 66
Resident Project Representative 1	\$ 77
Resident Project Representative 2	\$ 83
Resident Project Representative 3	\$ 91
Resident Project Representative 4	\$ 98
Resident Project Representative 5	\$104
Technician 1	\$ 77
Technician 2	\$ 83
Technician 3	\$ 91
Technician 4	\$ 98
Technician 5	\$104
Engineer-in-Training 1	\$109
Engineer-in-Training 2	\$114
Engineer 1 / Hydrogeologist 1	\$124
Engineer 2 / Hydrogeologist 2	\$133
Engineer 3 / Hydrogeologist 3	\$145
Engineer 4 / Hydrogeologist 4	\$150
Engineer 5 / Hydrogeologist 5	\$158
Surveyor's Aide	\$ 66
Survey Technician 1	\$ 77
Survey Technician 2	\$ 83
Survey Technician 3	\$ 91
Survey Technician 4	\$ 98
Survey Technician 5	\$104
Land Surveyor-in-Training 1	\$109
Land Surveyor-in-Training 2	\$114
Land Surveyor 1	\$124
Land Surveyor 2	\$133
Land Surveyor 3	\$145
Land Surveyor 4	\$150

PROJECT MANAGEMENT SERVICES

Project Manager 1	\$152
Project Manager 2	\$173

SUPPORT SERVICES

Administrative Assistant 1	\$ 63
Administrative Assistant 2	\$ 65
Administrative Assistant 3	\$ 71
CAD Technician 1	\$ 83
CAD Technician 2	\$ 91
CAD Technician 3	\$ 98
CAD Technician 4	\$104

Travel time will be charged at the hourly rates shown above. If personnel are worked over 40 hours per week to maintain the client's schedule (or if required to match the Contractor's schedule), the time in excess of 40 hours per week will be billed at the rates shown above plus 1.5 times the overtime premium paid to the personnel. The technology reimbursable software, equipment, material charge is assessed per man-hour worked on a project. Litigation services and support services in preparation and expert witness duties will be billed at \$270 per hour.

(Continued)

FEE SCHEDULE (CONTINUED)

January 1, 2021

REIMBURSABLE EXPENSES

EQUIPMENT CHARGES

Survey - Total Station, Laser or Digital Level, Handheld GPS	\$ 20.00 per Hour
Survey - Global Positioning System (GPS) or Robotic Station	\$ 60.00 per Hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of Hourly Fee
Vehicle - All Terrain – Rhino or Four-Wheeler	\$200.00 per Day
Vehicle – Highway (IRS Rate \$0.58)	\$ 0.85 per Mile
Vehicle – Day Rate (in lieu of mileage)	\$ 25.00 per Day

MISCELLANEOUS CHARGES

Subsistence and Lodging	\$80 to \$220 per Person/Day
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Commercial travel, meals, lodging, telephone, cell phone, records, printing, and other vendor services will be charged for at commercial or cost rates.

Subconsultant services will be charged at a rate of 1.10 times the billed rate.

COPYING AND ELECTRONIC SCANNING

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.15 Each
Copies – 11" x 17"	\$ 0.50 Each
Color Copies – 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 7.50 per Sheet
Color Prints – Up to 24" x 36"	\$ 15.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction, Enlargement, or Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD of Scanned Drawings (Electronic Files)	\$ 5.00 Each
Other Reproducible Media (i.e. Mylar, Vellum) or Larger Prints	\$ 15.00 Each

TESTING

Density Testing	\$ 25.00 Each
Concrete Cylinder Break w/Mold	\$ 35.00 Each
Asphalt or Concrete Cores	\$ 40.00 Each
Pressure Recorder	\$ 30.00 per Day
Holiday or Adhesion Testing	\$ 30.00 per Day
Dry Film Thickness Testing	\$ 60.00 per Day
Turbidimeter	\$ 60.00 per Day
Current Velocity Meter and Datalogger	\$ 120.00 per Day
Bac-T Testing	\$ 25.00 Each/Friday \$100

SURVEYING MATERIALS

Stake, Hub, Lath, Spike, Nail or Shiner	\$ 2.00 Each
Rebar (#5 x 24")	\$ 2.50 Each
Conduit (½" x 5' EMT)	\$ 4.00 Each
Paint (per can)	\$ 5.00 Each
Steel Fence Post	\$ 10.00 Each
Aerial Targets; Special Materials	Negotiated

SURVEYING MONUMENTS

1½", 2" and 2½" Aluminum Cap and Rebar	\$ 17.50 Each
¾" Brass Cap and Pipe	\$ 100.00 Each
¾" WYDOT Markers	Negotiated

If paying by credit card, fees may apply