

# City of Cody City Council

Tuesday, June 7, 2022 – 7:00 p.m. (Pre-Meeting to begin at 6:53 p.m. in Council Chambers)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

Proclamation - Mental Health Awareness

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 May 17, 2022 and Work Session May 23, 24 & 25, 2022.
- b. Approve Vouchers and payroll in the amount of \$1,231,426.33.
- c. Authorize the Mayor to sign the pool use agreement between the City of Cody and the Cody Kountry Aquatic Tam (CKATs).
- d. Appoint Roy Holm to the Shoshone Municipal Pipeline Board for a three-year term ending June 30, 2025.
- e. Authorize the Mayor to sign Standard Form 299 - Renewal for the Recreation and Public Purpose Lease for the archery range location on Bureau of Land Management Land located in Park County.
- f. Authorize the submission of the grant application for the 2022 State Homeland Security Grant Program (SHSP) in the amount of \$250,000 and authorize staff to sign the online grant application.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing.

A public hearing to seek citizen input regarding an application for a Business Ready Community Grant and Loan Program Application for a Business Committed Project for Wyoming Legacy Meats.

4. Conduct of Business

- a. Resolution 2022-19  
A Resolution Authorizing the Submission of an Application to the Wyoming Business Council under the Business Ready Community Grant and Loan Program on behalf of the Governing Body of the City of Cody for the Purpose of Construction of a Processing Facility for Use by Wyoming Legacy Meats.  
Spokesperson: James Klessens, Forward Cody
- b. Ordinance 2022-05 1<sup>st</sup> Reading  
An Ordinance Providing for the Annual Appropriation of Money for the Maintenance of the City of Cody, Wyoming for the Fiscal Year Ending June 30, 2023.  
Staff Reference: Leslie Brumage, Finance Officer
- c. Ordinance 2022-06 1<sup>st</sup> Reading  
An Ordinance Providing for the amount of Tax Levy for the City of Cody, Wyoming for the Fiscal Year Ending June 20, 2023.  
Staff Reference: Leslie Brumage, Finance Officer
- d. Consider request to waive (Sponsor) fees associated with the Freedom Celebration at the Veterans Memorial Park on July 3, 2022  
Staff Reference: Leslie Brumage, Finance Officer  
Spokesperson: Carol Armstrong, Event Chairman
- e. Consider a request to allow Event Coordinates to have mobile food vendors located in the parking area and access road by Beck Lake/Lions Park on August 19, 2022 as part of the Alzheimer's Association Walk to End Alzheimer's and also approve an Open Container and Malt Beverage Permit.  
Staff Reference: Leslie Brumage, Finance Officer  
Spokesperson: Tammy Poley, Walk Chairperson
- f. Consider authorizing the Mayor to enter into and sign an Agreement for Encroachment License between the City of Cody and businesses operating under Red Canyon River Trips to utilize City of Cody owned Public right of way located on the north side of Beck Ave next to 12<sup>th</sup> Street.  
Staff reference: Leslie Brumage, Finance Officer  
Spokesperson: Sunny Burns, Red Canyon River Trips
- g. Resolution 2022-17  
A Resolution Encumbering Funds from the American Rescue Plan Act to Provide Funding for the Boiler Replacement Project at the Recreation Center.  
Staff Reference: Leslie Brumage, Finance Officer

- h. Resolution 2022-18  
A Resolution Encumbering Funds from the American Rescue Plan Act to Provide Funding for the Replacement of the Sound System at the City Park Bank Shell.  
Staff Reference: Leslie Brumage, Finance Officer.
- i. Consider waiving the requirement for the Earthquake and Flood Endorsements on the Builder's Risk Insurance Policy to be provided by Two Sisters Contracting LLC for the 2022 Cody Sidewalk and Pedestrian Ramp Improvements 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:**

**June 14, 2021 – Tuesday – Work Session – 5:00 p.m.**

**June 21, 2021– Tuesday -Regular Council Meeting – 7:00 p.m.**

**July 5, 2021– Tuesday -Regular Council Meeting – 7:00 p.m.**

**July 12, 2021 – Tuesday – Work Session – 5:00 p.m. (tentative)**

# Mental Health Awareness

Whereas, suicide is the 10th leading cause of all deaths in the United States and the 2nd leading cause of death among individuals between the ages of 15 to 24;

Whereas, suicide is now the 4th leading cause of all deaths in the state of Wyoming;

Whereas, in the United States, one person completes suicide every 16.2 minutes;

Whereas, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes family members and friends who lost a loved one to suicide;

Whereas; the Beck Lake Challenge was started to promote Mental Health Awareness by walking in memory of David Bank. Acknowledging that mental illness is no different than any other illness, but people are still uncomfortable discussing it. With this Challenge let's fight the stigma and keep the conversation going to promote awareness that suicide is a public health problem that is preventable and to Increase access to, and community linkages with, mental health and substance abuse services.

NOW, THEREFORE, I, Matt Hall, Mayor of the City of Cody, do hereby proclaim Saturday, June 11<sup>th</sup> as Mental Health Awareness Day in memory of David Bank,

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

Mayor \_\_\_\_\_

Matt Hall

**City of Cody  
Council Proceedings  
Tuesday, May 17, 2022**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, May 17, 2022 at 7:00 p.m.

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

Absent: None

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

Proclamation – Wyoming Basset Hound Rescue Foundation Day

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve the agenda as amended removing items c and d to the Conduct of Business, approval included the Consent Calendar including and payroll in the amount of \$1,323,208.44 authorize the donation of a “Mike Shotts Memorial Bench” to be placed in City Park, donated by the Cody Country Car Show Organizers, with recommendations to work with staff on location to place said bench; approve a request from the Powell Recreation District and the Heart Mountain Rod & Gun Club (HMRGC) for a donation of crushed concrete not to exceed 50 tons (5 dump truck loads) for road repairs at the range, staff has identified somewhere between 30-50 tons would be available, transportation of material will be the responsibility of the HMRGC; and authorize the Mayor to sign and enter into the Third Amendment to a Lease between the City of Cody and the Park County Arena Board. Vote was unanimous.

Council Member Baily made a motion seconded by Council Member Fritz to approve the Stampede Parades on the 2nd, 3rd and 4th of July; sponsor the \$100 permit fee per parade; sponsor other associated staffing and equipment cost. Staff recommends approval of the request with the listed conditions noted on the agenda summary, including discharge of firearms during the parade. Voting in favor was Council Members Fritz, Baily, Ballard, Quick, Swett and Mayor Hall. Opposed was Council Member Rasmussen.

Council Member Fritz made a motion seconded by Council Member Baily to approve the Street Closure Requests, as noted in the agenda summary and use of the City Park for the annual Cody Country Car Show on August 26<sup>th</sup> and 27<sup>th</sup>, approval to include staff recommendations. Vote was unanimous.

Council Member Baily made a motion seconded by Council Ballard approve to a request from the Cody Stampede Board for the egress traffic control assistance and additional Police presence from the Cody Police Department during their annual 2022 Fourth of July weekend events as in-kind contribution in support of this major annual event. (Based on cost estimates from previous years – PD staff is approximately \$12,365 – average of 36-man hours per event - boom lighting for four days \$1,100 and cost for marked patrol car usage is \$500). Voting in favor were Council Members Fritz, Baily, Ballard Quick and Mayor Hall. Opposed were Council Members Rasmussen and Swett.

Ordinance 2022-04 – Third and Final Reading

An Ordinance rezoning 2302 and 2310 Mountain View Drive located within the City of Cody, Park County, Wyoming to General Business (D-2). Council Member Rasmussen made a motion seconded by Council Member Quick to approve Ordinance 2022-04 on Third and Final Reading. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Baily to approve Amendment No.1 to the Professional Services Agreement with Morrison-Maierle, Inc. for the 2022 Cody Sidewalk and Pedestrian Ramp Improvement Project. Vote was unanimous.

Mayor Hall adjourned the meeting at 7:45 p.m.

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Mayor, Matt Hall

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Cindy Baker, Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Monday May 23, 2022**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Monday, May 23, 2022 at 4:00 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Emily Swett (via phone), Andy Quick, Heidi Rasmussen, Justin Baily and Jerry Fritz, City Administrator, Barry Cook and Administrative Service Officer, Cindy Baker.

Absent: Council Member Attorney Scott Kolpitcke

Other Attendees: Chief Baker, Phillip Bowman, Public Works Director, Leslie Brumage, Finance Officer, Rick Manchester, Parks & Rec Director, Eric Asay, Parks Supervisor, Mike Fink, Recreation & Aquatics Supervisor, Tina Gail, Administrative Coordinator, Todd Stowell, City Planner, Lt Jason Stafford, Barb Curless, Accounting Tech.

Mayor Hall called the meeting to order at 4:00 p.m.

Council Member Rasmussen made a motion second by Council Member Baily to authorize the Mayor to enter into and sign an agreement between the City of Cody and Olla Worldwide LLC for Custodial Services at City Hall and the Rec Center. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Baily to authorize the City Administrator to negotiate and make a claim on the Bid Bond of Fremont Motor Company-Lander for failure to deliver on Bid No. 2021-13 accepted by the Governing Body on February 15, 2022. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Quick to approve the Certificate of Final Completion for the Beacon Hill Water Tank and Water Main Extension Project, and authorize the Mayor to sign all associated documents. Vote was unanimous.

The Governing Body discussed the following items relating to the FY 21-22 and FY22-23 Budget - FY21-22 Year End Projections, FY22-23 Proposed Budget Overview, Personnel, Capital Improvements Plan, Governmental and Special Revenue Funds, General Capital Projects Fund, Technology Replacement Fund, Vehicle Replacement Fund, Specific Purpose Tax Fund, Cody Public Arts Fund and American Rescue Plan Fund (ARPA).

Mayor Hall adjourned the Work Session at 6:05 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday May 24, 2022**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, May 24, 2022 at 4:00 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Emily Swett (via phone), Andy Quick, Heidi Rasmussen, Justin Baily and Jerry Fritz, City Administrator, Barry Cook and Administrative Service Officer, Cindy Baker.

Absent: Council Member Attorney Scott Kolpitcke

Other Attendees: : Chief Baker, Phillip Bowman, Public Works Director, Leslie Brumage, Finance Officer, Rick Manchester, Parks & Rec Director, Mike Fink, Recreation & Aquatics Supervisor, Tina Gail, Administrative Coordinator, Todd Stowell, City Planner, Lt Jason Stafford, Barb Curless, Accounting Tech.

Mayor Hall called the meeting to order at 4:00 p.m.

The Governing Body discussed the following items relating to the FY 21-22 and FY22-23 Budget – for General Fund, General Government, Police Department, Parks Division, City Facilities, Community Development, Public Works and Recreation Center.

Mayor Hall adjourned the Work Session at 6:10 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor

**City of Cody**  
**Council Proceedings**  
**Wednesday May 25, 2022**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Wednesday, May 25, 2022 at 4:00 p.m.

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

Absent: Council Member Attorney Scott Kolpitcke

Other Attendees: Leslie Brumage, Finance Officer, Chief Baker, Phillip Bowman, Public Works Director, Rick Manchester, Parks & Rec Director, Tina Gail, Administrative Coordinator, Todd Stowell, City Planner, Lt Jason Stafford,

Mayor Hall called the meeting to order at 4:00 p.m.

The Governing Body discussed the following items relating to the FY 21-22 and FY22-23 Budget –Enterprise Funds, Solid Waste Fund, Water Fund, Wastewater Fund, Electric Fund and Storm Drainage Fund.

Mayor Hall adjourned the Work Session at 6:10 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor



## Report Criteria:

Invoice.Detail.Input date = 05/31/2022

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>ASSOCIATED CONSTRUCTION ENGINEERING INC (132940)</b>				
	27023	ENGINEERING SERVICES - HVAC SYSTEM	05/25/2022	2,960.00
Total :				2,960.00
Total ASSOCIATED CONSTRUCTION ENGINEERING INC (132940):				2,960.00
<b>BASIN EQUIPMENT REPAIR, LLC (130652)</b>				
	538	CAT BLADE REPAIRS AND ADJUSTMENTS	05/18/2022	2,785.00
Total :				2,785.00
Total BASIN EQUIPMENT REPAIR, LLC (130652):				2,785.00
<b>BLAKEMAN PROPANE, INC (4125)</b>				
	5737	FORKLIFT VALVE AND ADAPTER	04/09/2022	64.35
	5737	PROPANE	04/09/2022	1.14
	5737	PROPANE	04/09/2022	21.47
Total :				86.96
Total BLAKEMAN PROPANE, INC (4125):				86.96
<b>BLUE CROSS BLUE SHIELD OF WYOMING (1360)</b>				
	05132022	INSURANCE May 2022	05/13/2022	157,672.25
Total :				157,672.25
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				157,672.25
<b>BOBCAT OF BIG HORN BASIN, INC. (128623)</b>				
	40696	2022 E60 BOBCAT	04/27/2022	3,000.00
Total :				3,000.00
Total BOBCAT OF BIG HORN BASIN, INC. (128623):				3,000.00
<b>BORDER STATES INDUSTRIES, INC (1420)</b>				
	924233530	25KVA TRANSFORMER O.H.	05/18/2022	1,379.01
Total :				1,379.01
Total BORDER STATES INDUSTRIES, INC (1420):				1,379.01
<b>CENTURY LINK (10091)</b>				
	51922	PHONE CHARGES - SRO	05/19/2022	43.68
Total :				43.68
Total CENTURY LINK (10091):				43.68
<b>CHENOWETH, CAMERON (132941)</b>				
	68296	REIMBURSEMENT - SAFETY GLASSES	12/09/2021	120.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				120.00
Total CHENOWETH, CAMERON (132941):				120.00
<b>CITY OF CODY 1 (2261)</b>				
PETTY CASH REIMBURSEMENT - CIT	52622	TITLE & LICENSE FOR BRUSH CHIPPER - EL	05/26/2022	10.72
PETTY CASH REIMBURSEMENT - CIT	52622	TITLE & LICENSE FOR BRUSH CHIPPER - SW	05/26/2022	10.73
PETTY CASH REIMBURSEMENT - CIT	52622	GET WELL BOX	05/26/2022	45.00
PETTY CASH REIMBURSEMENT - CIT	52622	PETTY CASH FOR MINI GOLF	05/26/2022	200.00
PETTY CASH REIMBURSEMENT - CIT	52622	PETTY CASH FOR REC CENTER	05/26/2022	200.00
Total :				466.45
Total CITY OF CODY 1 (2261):				466.45
<b>CITY OF POWELL (2280)</b>				
	635	ELECTRICAL INSPECTION CONTRACT	03/31/2022	1,025.49
	684	ELECTRICAL INSPECTION CONTRACT	05/10/2022	1,091.81
Total :				2,117.30
Total CITY OF POWELL (2280):				2,117.30
<b>CRANE, TRAVIS (132327)</b>				
	38713515	REC CENTER REFUND	05/16/2022	81.00
Total :				81.00
Total CRANE, TRAVIS (132327):				81.00
<b>CUELLAR, JOSE OR (132942)</b>				
KELLY, NIKOLE	14.0780.34	UTILITY DEPOSIT REFUND	05/17/2022	181.10
Total :				181.10
Total CUELLAR, JOSE OR (132942):				181.10
<b>CUSTOM DELIVERY SERVICE INC (3343)</b>				
	308178	SAMPLE SHIPPING	05/10/2022	39.96
	308185	SAMPLE SHIPPING	05/17/2022	39.96
Total :				79.92
Total CUSTOM DELIVERY SERVICE INC (3343):				79.92
<b>DEARBORN LIFE INSURANCE COMPANY (131563)</b>				
	04112022	INSURANCE april 2022	04/11/2022	367.96
	05012022	INSURANCE May 2022	05/01/2022	367.96
Total :				735.92
Total DEARBORN LIFE INSURANCE COMPANY (131563):				735.92
<b>DONOHEW, WESLEY (132937)</b>				
	8.0031.21	UTILITY DEPOSIT REFUND	05/10/2022	238.24

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				238.24
Total DONOHEW, WESLEY (132937):				238.24
<b>EASTMAN, RINDA (129952)</b>				
	53122	PERSONAL TRAINING SERVICES	05/31/2022	204.93
Total :				204.93
Total EASTMAN, RINDA (129952):				204.93
<b>ENERGY LABORATORIES, INC (4120)</b>				
DEPARTMENT 6250	470584	COLIFORM TESTING	05/10/2022	160.00
DEPARTMENT 6250	473723	COLIFORM TESTING	05/24/2022	160.00
Total :				320.00
Total ENERGY LABORATORIES, INC (4120):				320.00
<b>ENGINEERING ASSOCIATES (4140)</b>				
	4203009	ENGINEERING SERVICES - AUDITORIUM FIRE SUPPRESSION SYSTEM	05/16/2022	3,616.72
	4205082	ENGINEERING SERVICES - AUDITORIUM FIRE SUPPRESSION SYSTEM	05/19/2022	2,997.34
	4205083	PROJECT 14111-04 WWTF PHASE 2	05/19/2022	1,149.76
	4205083	PROJECT 14111-04 WWTF PHASE 2	05/19/2022	351.32
	4205083	PROJECT 14111-04 WWTF PHASE 2	05/19/2022	95.81
	4205083	PROJECT 14111-04 WWTF PHASE 2	05/19/2022	1,596.90
	4205084	ENGINEERING SERVICES - YRA TREATED WATERLINE REPL	05/19/2022	2,052.00
Total :				11,859.85
Total ENGINEERING ASSOCIATES (4140):				11,859.85
<b>ENNIST III, ROBERT F (131798)</b>				
BIG HORN FOOD SERVICES	48771	OFFICE SUPPLIES - PAPER	05/06/2022	148.40
BIG HORN FOOD SERVICES	48771	OFFICE SUPPLIES - PAPER	05/06/2022	100.00
BIG HORN FOOD SERVICES	48786	CHIPS FOR MINI GOLF	05/16/2022	50.21
Total :				298.61
Total ENNIST III, ROBERT F (131798):				298.61
<b>HARRIS TRUCKING AND CONSTRUCTION CO. (4780)</b>				
	05042022	BHWT PAY APP 20	05/05/2022	8,303.56
	05042022	BHWT PAY APP 20	05/05/2022	4,089.81
	050422	BHWT RET 20	05/05/2022	437.04
	050422	BHWT RET 20	05/05/2022	215.26
	137375	ASPHALT FOR PATCHES	05/15/2022	1,124.17
	137375	ASPHALT REPAIR	05/15/2022	507.73
	137375	PATCHING COOPER LANE	05/15/2022	249.73
	137398	PATCHING ALLEN AVE - WATER BREAKS	05/22/2022	1,135.62
	43022	WWTF2 PAY APP 23	05/03/2022	148,054.36
	43022	WWTF2 PAY APP 23	05/03/2022	45,238.83
	43022	WWTF2 PAY APP 23	05/03/2022	12,337.86
	43022	WWTF2 PAY APP 23	05/03/2022	205,631.06
	43022	WWTF2 RET 23	05/03/2022	7,792.33

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	43022	WWFT2 RET 23	05/03/2022	2,380.99
	43022	WWFT2 RET 23	05/03/2022	649.36
	43022	WWFT2 RET 23	05/03/2022	10,822.70
Total :				448,970.41
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				448,970.41
<b>HUBER, WESLEY L (123442)</b>				
EAGLE OF CODY PRINTING	52522	AP CHECKS	05/25/2022	304.00
Total :				304.00
Total HUBER, WESLEY L (123442):				304.00
<b>INNOVATIVE UTILITY SOLUTIONS LLC (132938)</b>				
	1067	HYDRANT METERS	05/12/2022	5,708.70
Total :				5,708.70
Total INNOVATIVE UTILITY SOLUTIONS LLC (132938):				5,708.70
<b>KEN GARFF CHEYENNE (132839)</b>				
	1002898	New 2022 AWD Police Utility Vehicles	05/20/2022	35,184.00
	1002899	New 2022 AWD Police Utility Vehicles	05/20/2022	35,184.00
	1002900	New 2022 AWD Police Utility Vehicles	05/20/2022	35,184.00
	52422	BID BOND RETURN 2021-07	05/24/2022	5,277.60
Total :				110,829.60
Total KEN GARFF CHEYENNE (132839):				110,829.60
<b>LCP TRACKER INC (132797)</b>				
	IR-19394	CERTIFIED PAYROLL TRACKING SOFTWARE	05/19/2022	1,900.00
Total :				1,900.00
Total LCP TRACKER INC (132797):				1,900.00
<b>LEROUX, INC (1400)</b>				
BOONES MACHINE SHOP/YANKEE CA	37158	METAL FOR WORKBENCH	05/03/2022	556.67
Total :				556.67
Total LEROUX, INC (1400):				556.67
<b>LOCAL GOVERNMENT LIABILITY POOL (6176)</b>				
	14117	CLAIM AGAINST THE CITY	05/13/2022	5,000.00
Total :				5,000.00
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				5,000.00
<b>NICHOLSON, JIM (7270)</b>				
NICHOLSON DIRT CONTRACTING	10810	IRRIGATION CULVERT MH - STREETS	05/03/2022	4,500.00
NICHOLSON DIRT CONTRACTING	10810	IRRIGATION SERVICE LINE - WATER	05/03/2022	1,800.00
NICHOLSON DIRT CONTRACTING	10811	REPLACE FH & WATER LINE UPGRADE	05/03/2022	9,300.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				15,600.00
Total NICHOLSON, JIM (7270):				15,600.00
<b>NORTHWEST PIPE (7400)</b>				
	7715441-2	RISER TOPS	05/23/2022	94.86
	7732768	PIPE LUBRICANT	05/23/2022	21.00
Total :				115.86
Total NORTHWEST PIPE (7400):				115.86
<b>PARK DISTRICT COURT (132610)</b>				
	52622	GARNISHMENT Civil #29877	05/26/2022	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
<b>PREMIER VEHICLE INSTALLATION (131558)</b>				
	38499	POLICE CAR UPFIT	05/10/2022	13,932.37
	38500	POLICE CAR UPFIT	05/10/2022	13,932.37
	38501	POLICE CAR UPFIT	05/10/2022	13,932.37
Total :				41,797.11
Total PREMIER VEHICLE INSTALLATION (131558):				41,797.11
<b>PURCHASE POWER (8240)</b>				
	5522	POSTAGE - FINANCE/AP	05/05/2022	329.84
	5522	POSTAGE - HR	05/05/2022	197.52
	5522	POSTAGE - GRANTS	05/05/2022	9.54
	5522	POSTAGE - COURT	05/05/2022	70.02
	5522	POSTAGE - UTILITY	05/05/2022	724.30
	5522	POSTAGE - ADMINISTRATOR	05/05/2022	50.04
	5522	POSTAGE - CITY CLERK	05/05/2022	36.81
	5522	POSTAGE - PD	05/05/2022	38.91
	5522	POSTAGE - REC CENTER	05/05/2022	262.26
	5522	POSTAGE - WATER	05/05/2022	32.09
	5522	POSTAGE - COM DEV	05/05/2022	46.85
	5522	POSTAGE - P & Z	05/05/2022	163.97
	5522	POSTAGE - BUILDING INSPECTION	05/05/2022	7.95
	5522	POSTAGE - CITY PLANNER	05/05/2022	.53
Total :				1,970.63
Total PURCHASE POWER (8240):				1,970.63
<b>QUALITY ASPHALT PAVING, INC (125010)</b>				
	2289	ASPHALT REPAIRS	05/10/2022	915.00
	2289	ASPHALT PATCH ON COOPER LANE	05/10/2022	450.00
	2289	ASPHALT PATCH BLEISTEIN, ALGER, 19TH ST	05/10/2022	2,025.00
	2300	ASPHALT PATCH AT 7TH & ALLEN	05/17/2022	1,695.00
	2300	ASPHALT PATCH ALLEN, 11TH ST, E CARTER	05/17/2022	2,895.00
Total :				7,980.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total QUALITY ASPHALT PAVING, INC (125010):				7,980.00
<b>RIMROCK TIRE INC (8530)</b>				
	2-226131	TIRE REPAIR - G06	05/02/2022	35.80
Total :				35.80
Total RIMROCK TIRE INC (8530):				35.80
<b>RISER, CODY (132943)</b>				
	13.1852.43	UTILITY DEPOSIT REFUND	05/17/2022	84.85
Total :				84.85
Total RISER, CODY (132943):				84.85
<b>ROCKY MOUNTAIN POWER (7570)</b>				
	051822	UTILITIES	05/18/2022	27.19
	051822	UTILITIES	05/18/2022	297.14
Total :				324.33
Total ROCKY MOUNTAIN POWER (7570):				324.33
<b>SCHROEDER, BRIAN (132944)</b>				
	38791637	REC CENTER REFUND	05/18/2022	52.50
Total :				52.50
Total SCHROEDER, BRIAN (132944):				52.50
<b>SHANK, ADELLE (132945)</b>				
	38701651	REC CENTER REFUND	05/16/2022	236.25
Total :				236.25
Total SHANK, ADELLE (132945):				236.25
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	15823	OUTSOURCE BILLS	05/17/2022	15.92
ADVANCED INFO SYSTEMS	15823	OUTSOURCE BILLS	05/17/2022	98.38
ADVANCED INFO SYSTEMS	15823	OUTSOURCE BILLS	05/17/2022	90.08
ADVANCED INFO SYSTEMS	15823	OUTSOURCE BILLS	05/17/2022	89.47
ADVANCED INFO SYSTEMS	15823	OUTSOURCE BILLS	05/17/2022	111.18
ADVANCED INFO SYSTEMS	15825	OUTSOURCE BILLS	05/23/2022	11.52
ADVANCED INFO SYSTEMS	15825	OUTSOURCE BILLS	05/23/2022	71.19
ADVANCED INFO SYSTEMS	15825	OUTSOURCE BILLS	05/23/2022	65.18
ADVANCED INFO SYSTEMS	15825	OUTSOURCE BILLS	05/23/2022	64.74
ADVANCED INFO SYSTEMS	15825	OUTSOURCE BILLS	05/23/2022	80.44
ADVANCED INFO SYSTEMS	15826	OUTSOURCE BILLS	05/27/2022	16.48
ADVANCED INFO SYSTEMS	15826	OUTSOURCE BILLS	05/27/2022	101.83
ADVANCED INFO SYSTEMS	15826	OUTSOURCE BILLS	05/27/2022	93.23
ADVANCED INFO SYSTEMS	15826	OUTSOURCE BILLS	05/27/2022	92.61
ADVANCED INFO SYSTEMS	15826	OUTSOURCE BILLS	05/27/2022	115.07
Total :				1,117.32

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total SYSTEMS GRAPHICS INC (129162):				1,117.32
<b>THOMSON REUTERS - WEST (128108)</b>				
	846302466	CLEAR INVESTIGATIONS MONTHLY	05/01/2022	163.77
Total :				163.77
Total THOMSON REUTERS - WEST (128108):				163.77
<b>VAN AUKEN, TRUTH (131597)</b>				
	052222	PERSONAL TRAINER	05/22/2022	98.00
	052522	PERSONAL TRAINER	05/25/2022	638.23
	53122	PERSONAL TRAINER	05/25/2022	638.23
	53122	PERSONAL TRAINER	05/25/2022	638.23-
Total :				736.23
Total VAN AUKEN, TRUTH (131597):				736.23
<b>WELLS FARGO COMMERCIAL CARD (132565)</b>				
	052322	pizza for KOM Meeting	05/23/2022	39.95
	052322	Red Cross 1st aid and WSI materials	05/23/2022	512.10
	052322	labeler, markers	05/23/2022	61.84
	052322	cutlery	05/23/2022	81.60
	052322	marking tape	05/23/2022	260.05
	052322	Safety equipment	05/23/2022	19.99
	052322	Phone charger	05/23/2022	4.99
	052322	Safety supplies	05/23/2022	28.99
	052322	ST Work boots	05/23/2022	164.49
	052322	Car Wash B43 - Sean	05/23/2022	15.00
	052322	Shirts	05/23/2022	101.30
	052322	file folders	05/23/2022	57.96
	052322	monitor lamb - screen bar	05/23/2022	139.00
	052322	C15 REID Interview Technique - Gas	05/23/2022	32.02
	052322	C15 REID Interview Technique - Gas	05/23/2022	39.95
	052322	C15 REID Interview Technique - Meal	05/23/2022	20.57
	052322	Processing Fee for Citations Order	05/23/2022	4.80
	052322	C22 Duty boots	05/23/2022	83.11
	052322	Processing Fee for Citations Printed	05/23/2022	147.63
	052322	On Site Test Kits	05/23/2022	328.92
	052322	C15 Reid Technique Training - Hotel	05/23/2022	476.00
	052322	Nozzle	05/23/2022	27.89
	052322	G18 bucket tooth	05/23/2022	49.60
	052322	C18 WLEA PO Basic - Gas	05/23/2022	92.57
	052322	Rebar	05/23/2022	60.72
	052322	C15 REID Interview Technique - Meal	05/23/2022	21.07
	052322	C15 REID Interview Technique - Meal	05/23/2022	25.90
	052322	C15 REID Interview Technique - Meal	05/23/2022	17.49
	052322	C11 Car wash	05/23/2022	4.36
	052322	Irrigation	05/23/2022	127.85
	052322	Breakroom supplies	05/23/2022	17.16
	052322	4-way lifting sling, receipt wouldn't load	05/23/2022	602.25
	052322	Cleaning supplies	05/23/2022	33.98
	052322	annual spring picnic	05/23/2022	26.00
	052322	annual spring picnic	05/23/2022	190.33
	052322	annual spring picnic	05/23/2022	26.00
	052322	annual spring picnic	05/23/2022	39.00
	052322	annual spring picnic	05/23/2022	99.34

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	C10 Car Wash	05/23/2022	9.00
	052322	schools out SRD program	05/23/2022	267.25
	052322	credit for office supplies	05/23/2022	63.98-
	052322	Aquatics schools out program SRD	05/23/2022	66.37
	052322	Schools out SRD program	05/23/2022	67.49
	052322	schools out SRD program	05/23/2022	89.00
	052322	community lifeguarding	05/23/2022	172.00
	052322	community CPR	05/23/2022	35.00
	052322	staff CPR training	05/23/2022	140.00
	052322	Nuts and bolts	05/23/2022	10.39
	052322	nitrile gloves	05/23/2022	447.20
	052322	C14 Replace light for bike	05/23/2022	29.99
	052322	Fence chain	05/23/2022	7.98
	052322	propane	05/23/2022	1.24
	052322	propane	05/23/2022	23.56
	052322	wireless headsets (6)	05/23/2022	1,960.14
	052322	Training - field data collection & management _ Utana	05/23/2022	1,558.00
	052322	C03 UA to Lab	05/23/2022	7.66
	052322	Veteran's rental	05/23/2022	240.36
	052322	Irrigation	05/23/2022	8.76
	052322	Disinfecting wipes	05/23/2022	31.98
	052322	Newspaper subscription	05/23/2022	40.00
	052322	C15 REID Interview Technique - Meal	05/23/2022	5.99
	052322	C15 REID Interview Technique - Meal	05/23/2022	16.15
	052322	C15 REID Interview Technique - Meal	05/23/2022	11.95
	052322	Food for Police Week	05/23/2022	165.00
	052322	C15 REID Interview Technique - Gas	05/23/2022	52.36
	052322	Annual software support	05/23/2022	90.00
	052322	Annual software support	05/23/2022	330.00
	052322	Annual software support	05/23/2022	60.00
	052322	Annual software support	05/23/2022	30.00
	052322	Annual software support	05/23/2022	30.00
	052322	Annual software support	05/23/2022	270.00
	052322	Annual software support	05/23/2022	90.00
	052322	Annual software support	05/23/2022	60.00
	052322	Annual software support	05/23/2022	30.00
	052322	Annual software support	05/23/2022	210.00
	052322	Annual software support	05/23/2022	480.00
	052322	Annual software support	05/23/2022	360.00
	052322	Annual software support	05/23/2022	960.00
	052322	Fertilizer	05/23/2022	22.44
	052322	E04 surge tank	05/23/2022	251.09
	052322	G09 window latch	05/23/2022	76.90
	052322	Tiny Tots Storage containers	05/23/2022	22.96
	052322	Bowls for ASAP	05/23/2022	37.42
	052322	Inventory for Mini Golf	05/23/2022	79.20
	052322	Office Supplies	05/23/2022	33.84
	052322	KOM First Aid Kit Supplies	05/23/2022	104.61
	052322	C06 Car wash	05/23/2022	9.00
	052322	GRAPHICS CARD	05/23/2022	121.34
	052322	TONER	05/23/2022	109.99
	052322	CABLE EXTENDER	05/23/2022	39.99
	052322	embroidery	05/23/2022	12.00
	052322	tool bar	05/23/2022	14.99
	052322	gloves	05/23/2022	17.99
	052322	swim wrist bands for KOM	05/23/2022	32.98
	052322	sunscreen for KOM	05/23/2022	143.28
	052322	deadbolt	05/23/2022	12.99



Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	Court conference travel	05/23/2022	20.25
	052322	New wireless mouse for Mini Golf	05/23/2022	10.95
	052322	H03 filter	05/23/2022	69.96
	052322	C20 Car Wash	05/23/2022	9.00
	052322	TOWELLS FOR REC CENTER	05/23/2022	132.99
	052322	A24 connector	05/23/2022	8.99
	052322	A24 parts	05/23/2022	49.43
	052322	C24 Custom Vest Carrier	05/23/2022	310.00
	052322	C15 Basic Sniper School - Hotel	05/23/2022	665.32
	052322	hose nozzle	05/23/2022	48.19
	052322	C18 WLEA PO Basic - Food	05/23/2022	8.48
	052322	C15 Car wash	05/23/2022	4.76
	052322	A24 connector	05/23/2022	13.99
	052322	fans for fitness classes	05/23/2022	76.98
	052322	runners stampede bibs	05/23/2022	101.74
	052322	runners stampede bibs	05/23/2022	101.74
	052322	roller pens	05/23/2022	13.55
	052322	PD IT position interviews	05/23/2022	496.00
	052322	PD IT position interviews	05/23/2022	16.00
	052322	gloves	05/23/2022	150.77
	052322	gloves	05/23/2022	150.77
	052322	street light wire	05/23/2022	181.83
	052322	Window intercom system	05/23/2022	65.33
	052322	Index tab dividers	05/23/2022	28.70
	052322	Hand wipes	05/23/2022	18.38
	052322	propane	05/23/2022	1.18
	052322	propane	05/23/2022	22.27
	052322	wam expenses	05/23/2022	25.98
	052322	staff picnic	05/23/2022	66.00
	052322	hand sanitizer	05/23/2022	88.96
	052322	postage machine supplles	05/23/2022	59.95
	052322	Wireless mouse for Sergeant.	05/23/2022	10.95
	052322	C14 Duty shoes	05/23/2022	160.00
	052322	caster wheels	05/23/2022	100.99
	052322	hats	05/23/2022	154.00
	052322	hats	05/23/2022	154.00
	052322	hats	05/23/2022	154.00
	052322	hats	05/23/2022	154.00
	052322	1"" shackle	05/23/2022	67.95
	052322	Cody hotline school registration , no receipt was given yet	05/23/2022	450.00
	052322	repairs to floor scrubber	05/23/2022	1,101.73
	052322	custodial supplies	05/23/2022	642.99
	052322	custodial supplies	05/23/2022	643.00
	052322	batteries	05/23/2022	21.98
	052322	Irrigation	05/23/2022	47.76
	052322	Irrigation	05/23/2022	12.20
	052322	Supplies	05/23/2022	17.90
	052322	Irrigation	05/23/2022	47.76-
	052322	Irrigation	05/23/2022	40.07
	052322	C01 parts	05/23/2022	634.02
	052322	C20 Duty Sunglasses (to be returned)	05/23/2022	124.80
	052322	C18 Duty belts	05/23/2022	99.84
	052322	Truck scales	05/23/2022	6,821.52
	052322	Smart scale currency exchange	05/23/2022	68.22
	052322	D03 fuel tank	05/23/2022	1,677.59
	052322	shop supplies	05/23/2022	12.97
	052322	C20 Duty Boots (to be returned)	05/23/2022	99.84
	052322	C20 Duty Boots (to be returned)	05/23/2022	99.84

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	C16 Duty Sunglasses	05/23/2022	117.52
	052322	C15C15 REID Interview Technique - Meal	05/23/2022	15.00
	052322	C15C15 REID Interview Technique - Meal	05/23/2022	20.77
	052322	Vactor parts	05/23/2022	213.40
	052322	Irrigation	05/23/2022	112.91
	052322	Irrigation	05/23/2022	40.66
	052322	Irrigation	05/23/2022	42.02-
	052322	Court Conference Travel	05/23/2022	37.40
	052322	Stain for the benches at Mini Golf	05/23/2022	35.97
	052322	sandpaper, nuts bolts hooks to hang chip clip	05/23/2022	12.16
	052322	balls for mini golf	05/23/2022	244.80
	052322	hose and hydroex attachments	05/23/2022	1,459.47
	052322	Online FTO Training	05/23/2022	125.00
	052322	C18 RETURN Duty Belt	05/23/2022	76.31-
	052322	C20 Duty sunglasses	05/23/2022	124.80
	052322	Uniform Embroidery C06	05/23/2022	72.00
	052322	RETURN Duty Belt C18	05/23/2022	66.72-
	052322	FR pants	05/23/2022	97.99
	052322	meeting expenses PD IT position interviews	05/23/2022	38.45
	052322	meeting expenses PD IT position interviews	05/23/2022	25.52
	052322	water	05/23/2022	17.97
	052322	ink cartridges - postage machine	05/23/2022	179.97
	052322	install conference call	05/23/2022	29.98
	052322	Cleaning supplies	05/23/2022	44.05
	052322	light bulbs for rec center	05/23/2022	233.17
	052322	Remove alarm switch PW office	05/23/2022	150.00
	052322	Alarm reinstall PW office	05/23/2022	222.50
	052322	battery K37	05/23/2022	105.06
	052322	thermal I07	05/23/2022	25.15
	052322	hose, antifreeze J19	05/23/2022	121.98
	052322	street light wire	05/23/2022	181.83
	052322	putter stand	05/23/2022	333.37
	052322	putters	05/23/2022	305.37
	052322	Chip sale display	05/23/2022	29.99
	052322	C07 seal	05/23/2022	81.26
	052322	C15C15 REID Interview Technique - Meal	05/23/2022	24.06
	052322	C15 REID Interview Technique - Meal	05/23/2022	24.81
	052322	C20 Car wash	05/23/2022	9.00
	052322	shipping rubber goods for testing	05/23/2022	135.41
	052322	C17 Car wash	05/23/2022	9.00
	052322	school lights	05/23/2022	586.75
	052322	school lights	05/23/2022	175.76
	052322	C04 Car Wash	05/23/2022	9.00
	052322	C19 Car wash	05/23/2022	4.47
	052322	C09 Duty sunglasses and case	05/23/2022	148.72
	052322	Canned air	05/23/2022	34.95
	052322	C09 Duty Belt ORDER CANCELED	05/23/2022	117.96-
	052322	Canned air	05/23/2022	128.38
	052322	Paint, stain, brushes	05/23/2022	203.90
	052322	mesh cloth and plumbing compound	05/23/2022	25.95
	052322	Risk assessments	05/23/2022	204.90
	052322	Vactor parts	05/23/2022	82.66
	052322	Phone service	05/23/2022	297.40
	052322	Phone service	05/23/2022	169.14
	052322	Phone service	05/23/2022	242.72
	052322	Phone service	05/23/2022	41.34
	052322	Phone service	05/23/2022	41.35
	052322	Phone service	05/23/2022	96.27

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	Phone service	05/23/2022	629.19
	052322	Phone service	05/23/2022	233.88
	052322	Phone service	05/23/2022	13.64
	052322	Phone service	05/23/2022	14.06
	052322	Phone service	05/23/2022	41.34
	052322	Phone service	05/23/2022	122.68
	052322	Phone service	05/23/2022	89.68
	052322	Phone service	05/23/2022	106.45
	052322	Phone service	05/23/2022	41.34
	052322	Phone service	05/23/2022	96.27
	052322	Phone service	05/23/2022	36.26
	052322	Phone service	05/23/2022	32.25
	052322	Phone service	05/23/2022	132.43
	052322	Phone service	05/23/2022	13.10
	052322	Phone service	05/23/2022	52.10
	052322	Phone service	05/23/2022	136.56
	052322	Phone service	05/23/2022	137.35
	052322	Phone service	05/23/2022	13.64
	052322	Phone service	05/23/2022	24.17
	052322	Phone service	05/23/2022	70.05
	052322	Phone service	05/23/2022	40.01
	052322	Phone service	05/23/2022	40.01
	052322	Phone service	05/23/2022	41.32
	052322	Phone service	05/23/2022	676.00
	052322	Reset Alarm at Rec Center	05/23/2022	150.00
	052322	Security Contract	05/23/2022	69.30
	052322	Security Contract	05/23/2022	69.30
	052322	Security Contract	05/23/2022	130.35
	052322	motor switch for swim suit extractor	05/23/2022	42.00
	052322	shower repair	05/23/2022	408.05
	052322	shower repair	05/23/2022	408.04
	052322	Vehicle maintenance	05/23/2022	10.82-
	052322	Vehicle maintenance	05/23/2022	179.76
	052322	Gasoline B-24 Sean Collier	05/23/2022	12.00
	052322	Car Wash B-42 - Sean Collier	05/23/2022	15.00
	052322	propane	05/23/2022	1.70
	052322	propane	05/23/2022	32.30
	052322	DEF	05/23/2022	232.31
	052322	MINUTES AND LEGAL ADVERTISING	05/23/2022	1,623.60
	052322	RAW WATER ON ADS	05/23/2022	217.60
	052322	SUMMER POSITIONS	05/23/2022	446.40
	052322	SUMMER ADS	05/23/2022	273.20
	052322	MARKETING ADS	05/23/2022	500.00
	052322	pd it vACANCY	05/23/2022	115.20
	052322	ADVERTISING ADA SIDEWALK	05/23/2022	671.80
	052322	AD HEO VACANCY STREET	05/23/2022	56.00
	052322	RFP	05/23/2022	248.00
	052322	mayor's office scanner	05/23/2022	559.43
	052322	Carie Office Scanner	05/23/2022	559.43
	052322	Shop supplies	05/23/2022	6.99-
	052322	ear plug, safety glasses	05/23/2022	176.85
	052322	misc. hardware	05/23/2022	196.22
	052322	C24 Car wash	05/23/2022	3.50
	052322	H06 parts	05/23/2022	212.73
	052322	bobcat wiper arm	05/23/2022	105.34
	052322	raw water repair parts	05/23/2022	37.64
	052322	glasses	05/23/2022	98.19
	052322	Garage door openers	05/23/2022	197.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	Garage door openers	05/23/2022	94.95
	052322	Food for FSFT and Firearms Training	05/23/2022	49.47
	052322	C09 Double mag case	05/23/2022	24.04
	052322	C09 Duty Belt	05/23/2022	117.96
	052322	Duty pants and shirts C01	05/23/2022	249.96
	052322	H06 cutting edges	05/23/2022	1,290.44
	052322	bolts	05/23/2022	6.00
	052322	H03 cap screws	05/23/2022	3.56
	052322	welding supplies	05/23/2022	137.44
	052322	Holster accessory mount with tourniquet holders	05/23/2022	321.00
	052322	C14 Bike patrol shorts	05/23/2022	63.75
	052322	shop supplies	05/23/2022	541.73
	052322	pvc cement	05/23/2022	17.19
	052322	raw water repair parts	05/23/2022	35.87
	052322	Clips for keys	05/23/2022	13.99
	052322	Splash park repair	05/23/2022	70.40
	052322	Splash park repair	05/23/2022	152.96-
	052322	Shop supplies	05/23/2022	17.40
	052322	C06 parts	05/23/2022	110.25
	052322	C03 accident repairs	05/23/2022	1,229.40
	052322	cutters	05/23/2022	33.98
	052322	Shop supplies	05/23/2022	29.97
	052322	office supplies	05/23/2022	77.82
	052322	1st aid supplies	05/23/2022	51.44
	052322	C03 UA to Lab	05/23/2022	7.66
	052322	poly and pvc parts	05/23/2022	33.10
	052322	Field paint	05/23/2022	33.16
	052322	propane	05/23/2022	3.54
	052322	propane	05/23/2022	67.26
	052322	Filters for maintenance at Auditorium	05/23/2022	187.92
	052322	Stickers for Advertising	05/23/2022	775.00
	052322	Phone service	05/23/2022	87.02
	052322	Phone service	05/23/2022	1,462.58
	052322	Phone service3	05/23/2022	56.45
	052322	Phone service	05/23/2022	193.62
	052322	Phone service	05/23/2022	539.53
	052322	Phone service	05/23/2022	539.53
	052322	Phone service	05/23/2022	87.02
	052322	Phone service	05/23/2022	193.62
	052322	Phone service	05/23/2022	199.49
	052322	Phone service	05/23/2022	88.64
	052322	Phone service	05/23/2022	56.46
	052322	Phone service	05/23/2022	159.00
	052322	Irrigation	05/23/2022	5.18
	052322	4" conduit & sweeps	05/23/2022	1,070.80
	052322	chain saw sprocket & clutch	05/23/2022	68.66
	052322	C11 Car wash	05/23/2022	4.80
	052322	guest passes for rec center	05/23/2022	255.00
	052322	mini golf free golf cards	05/23/2022	347.00
	052322	Duty belts C18	05/23/2022	140.31
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	39.22
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	491.50
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	491.50
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	39.22
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	39.22
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	58.94
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	452.28
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	216.30

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	98.39
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	98.39
	052322	ManagerPlus Vehicle Maintenance Software	05/23/2022	216.28
	052322	filter B25	05/23/2022	6.24
	052322	filter SC003	05/23/2022	4.99
	052322	capsule A01, filter A103 A03 A16 A14, wiper A103, brakes and rotors A06	05/23/2022	669.37
	052322	filters I10, choke kit I07	05/23/2022	59.11
	052322	filter B31	05/23/2022	4.99
	052322	filer B44 B17, connector D03	05/23/2022	20.97
	052322	filter C01 C07 C05 C08 G06	05/23/2022	244.42
	052322	filter G05 B38, oil G05	05/23/2022	127.85
	052322	filter B38	05/23/2022	4.99
	052322	filter E02 E06 E05 B40	05/23/2022	64.41
	052322	plumbing supplies for Auditorium	05/23/2022	53.85
	052322	plumbing repairs at Rec Center	05/23/2022	207.28
	052322	Auger pool backwash drain	05/23/2022	367.00
	052322	repair heater at chamber of commerce	05/23/2022	316.50
	052322	C07 parts	05/23/2022	38.20
	052322	repairs to exit lights	05/23/2022	38.97
	052322	repairs to exit lights	05/23/2022	43.19
	052322	GASB 96 Training	05/23/2022	35.00
	052322	Ratchet straps	05/23/2022	17.99
	052322	monitors	05/23/2022	1,799.92
	052322	computer mouse	05/23/2022	23.99
	052322	Credit Card Swiper	05/23/2022	18.50
	052322	lights for sanitation	05/23/2022	13.99
	052322	Duty shoes C14	05/23/2022	109.99-
	052322	8' ground rods	05/23/2022	453.36
	052322	staff engineer vacancy	05/23/2022	104.00
	052322	returned part	05/23/2022	9.93-
	052322	brass 90	05/23/2022	49.25
	052322	chemicals and reagents	05/23/2022	184.59
	052322	chemicals and reagents	05/23/2022	184.58
	052322	Shop supplies	05/23/2022	5.99
	052322	Utilities	05/23/2022	2,304.20
	052322	Utilities	05/23/2022	2,814.07
	052322	Utilities	05/23/2022	405.34
	052322	Utilities	05/23/2022	516.28
	052322	Utilities	05/23/2022	754.30
	052322	Utilities	05/23/2022	2,686.09
	052322	Utilities	05/23/2022	1,545.50
	052322	Utilities	05/23/2022	.88
	052322	Utilities	05/23/2022	5,717.35
	052322	Utilities	05/23/2022	5,713.64
	052322	Utilities	05/23/2022	15.52
	052322	Utilities	05/23/2022	797.36
	052322	Utilities	05/23/2022	1,197.97
	052322	Utilities	05/23/2022	1,197.97
	052322	Utilities	05/23/2022	330.08
	052322	Utilities	05/23/2022	579.23
	052322	Utilities	05/23/2022	42.15
	052322	Utilities	05/23/2022	11.00
	052322	Utilities	05/23/2022	4.41
	052322	Utilities	05/23/2022	14.12
	052322	Irrigation box cover	05/23/2022	20.97
	052322	spotify music for fitness classes	05/23/2022	9.99
	052322	Form tubes	05/23/2022	50.97
	052322	Roof cap	05/23/2022	217.80

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	G06 parts	05/23/2022	435.45
	052322	B08 radiator	05/23/2022	360.00
	052322	nuts and bolts	05/23/2022	9.18
	052322	fuel meeting expenses	05/23/2022	39.99
	052322	C18 Flashlight holder	05/23/2022	15.74
	052322	Hand sanitizer	05/23/2022	145.71
	052322	Notebooks C01	05/23/2022	53.97
	052322	Pistol cleaning kits	05/23/2022	59.97
	052322	Duty belt liner, flashlight, recorder, case, seat organizer C18	05/23/2022	547.71
	052322	CPR Training Accessories	05/23/2022	29.95
	052322	Duty shirts, jacket, name tag, tie, lapel light, flex cuffs C18 & inventory	05/23/2022	884.84
	052322	UTM kits and munitions from backorder	05/23/2022	410.00
	052322	Weapon light x2	05/23/2022	320.42
	052322	meeting expenses	05/23/2022	17.47
	052322	brass fittings	05/23/2022	1,950.39
	052322	brass fittings	05/23/2022	766.53
	052322	check valves	05/23/2022	619.36
	052322	brass order	05/23/2022	3,266.71
	052322	brass order	05/23/2022	1,088.80
	052322	flushing hydrant and brass 90	05/23/2022	767.32
	052322	brass couplers	05/23/2022	45.70
	052322	Chain	05/23/2022	299.90
	052322	galvanized parts	05/23/2022	120.11
	052322	H06 parts	05/23/2022	30.50
	052322	Irrigation	05/23/2022	48.56
	052322	C03 UA to Lab	05/23/2022	7.66
	052322	monitors	05/23/2022	607.18
	052322	monitors	05/23/2022	2,692.68
	052322	acrobat pro software	05/23/2022	448.00
	052322	C03 UA to Lab	05/23/2022	7.36
	052322	C03 UA to Lab	05/23/2022	7.36
	052322	broom and dust pan	05/23/2022	46.97
	052322	plumbers putty for city hall plumbing	05/23/2022	2.99
	052322	Postage Machine Lease	05/23/2022	313.00
	052322	Utilities	05/23/2022	385.35
	052322	Utilities	05/23/2022	.09
	052322	Utilities	05/23/2022	.44
	052322	Utilities	05/23/2022	1,158.01
	052322	Utilities	05/23/2022	11,511.95
	052322	Utilities	05/23/2022	94.29
	052322	gloves	05/23/2022	17.99
	052322	Mentock fence	05/23/2022	188.07
	052322	Paint stencils for helmets	05/23/2022	85.00
	052322	bolts,screws	05/23/2022	36.36
	052322	Food for DCI TFO Interviews	05/23/2022	115.91
	052322	Rifle and pistol ammo	05/23/2022	2,805.42
	052322	Welding equipment	05/23/2022	21.12
	052322	ASAP/KOM food & Supplies	05/23/2022	287.35
	052322	gloves	05/23/2022	16.99
	052322	credit for swimsuit extractor	05/23/2022	.20-
	052322	C12 Car wash	05/23/2022	9.00
	052322	Returned Cables	05/23/2022	23.97-
	052322	A102 accident	05/23/2022	2,909.48
	052322	Dremal bits	05/23/2022	44.97
	052322	MIG wire	05/23/2022	16.99
	052322	community CPR, 1st aid	05/23/2022	105.00
	052322	Utilities	05/23/2022	105.88
	052322	Utilities	05/23/2022	126.38

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	052322	Utilities	05/23/2022	45.33
	052322	Utilities	05/23/2022	45.33
	052322	C20 Car wash	05/23/2022	9.00
	052322	Concrete	05/23/2022	240.24
	052322	No Parking Signs	05/23/2022	157.56
	052322	C06 Car wash	05/23/2022	9.00
	052322	UTM Kits & Rounds	05/23/2022	5,390.00
	052322	DCI TFO Interviews - water, creamer, sugar	05/23/2022	12.97
	052322	ICAT Train the Trainer C04 - Hotel	05/23/2022	271.09
	052322	Ratchet straps	05/23/2022	17.97
	052322	WAM Conference	05/23/2022	30.32
	052322	Toner	05/23/2022	79.89
	052322	C10 Car Wash	05/23/2022	9.00
	052322	propane	05/23/2022	1.36
	052322	Propane	05/23/2022	25.84
	052322	pvc pipe	05/23/2022	9.20
	052322	C14 Duty shoes RETURNED	05/23/2022	109.99
	052322	brass and galvanized parts	05/23/2022	35.72
	052322	C16 Car wash	05/23/2022	11.00
	052322	wam 2022 supplies promoting wam 2023	05/23/2022	815.62
	052322	admin staff recognition	05/23/2022	90.00
	052322	ITTRAINING	05/23/2022	49.00
	052322	Toner cartridges	05/23/2022	1,003.87
	052322	Hand tools	05/23/2022	96.84
	052322	Hand tools	05/23/2022	149.99
	052322	Wash nozzle	05/23/2022	9.10
	052322	Wash nozzle	05/23/2022	181.66
Total :				139,003.41
Total WELLS FARGO COMMERCIAL CARD (132565):				139,003.41
<b>WESCO DISTRIBUTION CORP (131137)</b>				
WESCO/KVA/MODERN WHOLESale	1763596	OVERDUE INTEREST	05/02/2022	11.92
WESCO/KVA/MODERN WHOLESale	816242	SECONDARY PEDESTAL	05/04/2022	3,026.32
WESCO/KVA/MODERN WHOLESale	816242	SECONDARY PEDESTAL	05/04/2022	3,576.56
Total :				6,614.80
Total WESCO DISTRIBUTION CORP (131137):				6,614.80
<b>WESTERN UNITED ELECTRIC SUPPLY (10605)</b>				
	6059587	FIBERGLASS CROSSARMS REPLACEMENTS	05/13/2022	2,925.00
	6059656	100KVA PADMOUNT	05/16/2022	4,619.68
Total :				7,544.68
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				7,544.68
<b>ZIVARO INC (131755)</b>				
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	28.24
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	282.40
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	9.41
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	28.24
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	56.48
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	37.65
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	367.12
	IC0455081	EAULT CLOUD DATA STORAGE	05/06/2022	47.07

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	IC0455081	EVAULT CLOUD DATA STORAGE	05/06/2022	28.24
	IC0455081	EVAULT CLOUD DATA STORAGE	05/06/2022	28.24
	IC0455081	EVAULT CLOUD DATA STORAGE	05/06/2022	28.25
Total :				941.34
Total ZIVARO INC (131755):				941.34
Grand Totals:				982,415.45
			Payroll Total 05/22/22	249,010.88
			Total	1,231,426.33

Report Criteria:  
Invoice.Detail.Input date = 05/31/2022  
Invoice.Batch = {NOT LIKE} "1"



**AGENDA ITEM SUMMARY REPORT**  
**Cody Kountry Aquatic Team Pool Use Agreement**

**ACTION TO BE TAKEN:**

Authorize the Mayor to sign the pool use agreement between the City of Cody and the Cody Kountry Aquatic Team (CKATs).

**SUMMARY OF INFORMATION:**

The attached agreement reflects a one-year term beginning July 1, 2022 through June 30, 2022 with an increase in the lane rate per hour charge from \$8.90 to \$11.60. This increase is in accordance with the Council's direction given in October 2019 to increase the lane rate per hour over a 5-year period.

**FISCAL IMPACT**

Based on the previous year's data, the expected increase in revenue for the swim team fees from CKATs is \$1,776.

**ATTACHMENTS**

1. Pool Use Agreement

## **AGREEMENT FOR USE OF CITY SWIMMING POOL**

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Cody, Wyoming, a municipal corporation, (hereinafter referred to as CITY), and Cody Kountry Aquatic Team, a 501(c)(3) non-profit organization, (hereinafter referred to as CKATs).

### **W I T N E S S E T H:**

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

1. CITY agrees to provide and make available to CKATs the swimming pool (the lap pool) at the Paul Stock Aquatic and Recreation Center (Rec. Center) located at 1402 Heart Mountain Street, Cody, Wyoming, at such times and on such dates as the parties agree, for swim team practices and meets. When CKATs uses the pool for practices, CITY shall keep at least one lane available for other visitors to the Rec. Center. During swim meets, CITY shall reserve exclusive use of the lap pool for CKATs. CKATs shall cooperate and coordinate with CITY regarding the scheduling of practices and meets, and shall communicate with CITY swim meet dates in order to allow CITY to schedule closings for the Rec. Center pool for meets.

2. CKATs agrees to pay to the CITY, for use of the swimming pool as described above an amount based on the following fee schedule:

Lane Rate per Hour:	\$11.60
Exclusive Use Rate Per Hour:	\$75.00

3. By the 10<sup>th</sup> of each month during the swim season, CKATs shall provide CITY a report listing the actual number of hours and number of lanes used during the prior month for practices and meets. CITY will invoice CKATs monthly for the amount calculated using the current rate schedule and report data provided by CKATs. CKATs agrees to make payment in full to the CITY

within 30 days after receipt of each invoice. The invoice will include CITY's calculation of the fee based on the method described above. A finance charge of 1.5% per month will be charged on past due balances.

4. CITY does not waive its sovereign immunity by entering into this agreement and said parties specifically retain all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. 1-39-104(a).

5. This agreement shall be effective starting July 1, 2022, and shall terminate on June 30, 2023, unless either party gives written notice to the other party of its intent to terminate the agreement. The written notice shall be delivered to the other party at least sixty (60) days prior to the date of termination.

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**City of Cody, Wyoming**

ATTEST:

\_\_\_\_\_  
Mayor Matt Hall

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

**Cody Kountry Aquatic Team**

ATTEST:

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Board Secretary

## STANDARD FORM 299 (REV. 3/2020)

APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES  
ON FEDERAL LANDS AND PROPERTYFORM APPROVED  
OMB Control Number: 0596-0249  
Expiration Date: 2/28/2023

## FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number  
WYW-13653401Date Filed  
6/7/20223. Applicant telephone number and email:  
307-527-7511

mhall@codywy.gov

Authorized agent telephone number and email:

307-527-7511  
mhall@codywy.gov

## 1. Name and address of applicant

City of Cody  
1338 Rumsey Ave  
PO Box 2200  
Cody WY 82414

## 2. Name and address of authorized agent if different from item 1

## 4. As applicant are you? (check one)

- a. ☐ Individual  
b. ☐ Corporation\*  
c. ☐ Partnership/Association\*  
d. ☐ State Government/State Agency  
e. ☒ Local Government  
f. ☐ Federal Agency

\* If checked, complete supplemental page

## 5. Specify what application is for: (check one)

- a. ☐ New authorization  
b. ☒ Renewing existing authorization number  
c. ☐ Amend existing authorization number  
d. ☐ Assign existing authorization number  
e. ☐ Existing use for which no authorization has been received \*  
f. ☐ Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

Renewal of Rrecreation & Public Use for an archery range and related access, which the City of Cody and its sublessee (Cody Archery Club) has been approved by the BLM - Current structures are noted on attached map, along with those structures and archery targets authorization/approval for a new structure to host an indoor archery range was approved. Fund raising for this structure is in process. The current lease the City of Cody has with the Cody Archery Club is included with this application.

## 8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: ☐ Attached ☐ Applied for ☐ Not Required10. Nonrefundable application fee: ☐ Attached ☐ Not required ☐ To be determined by agency11. Does project cross international boundary or affect international waterways? ☐ Yes ☐ No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The Lessee is capable of construction, operating and maintaining the lease area.

13a. Describe other alternative locations considered.

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

Bureau of Land Management - Wind River/Bighorn Basin District - Cody Field Office Cody WY

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

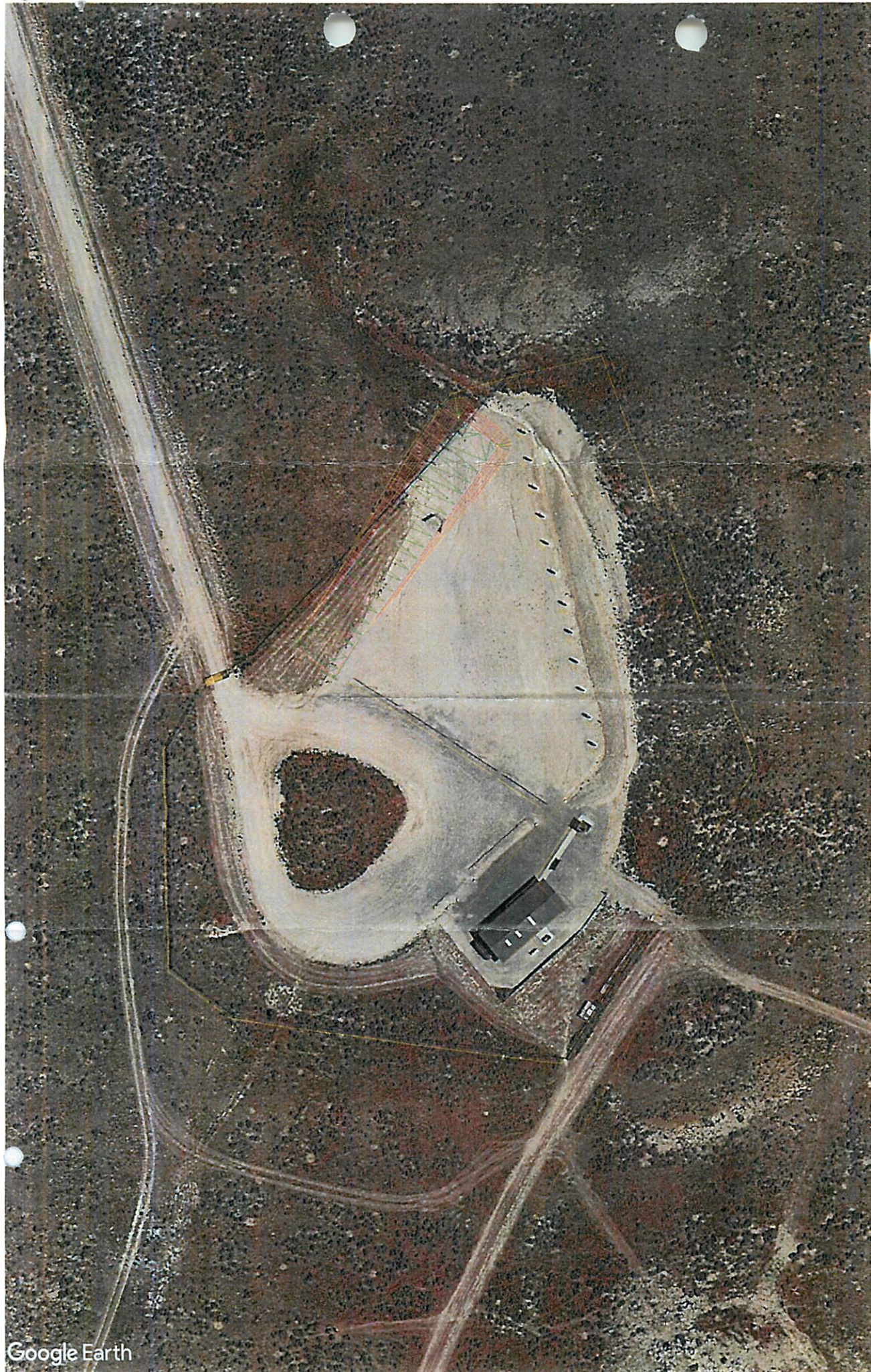
Date

Mayor Matt Hall

6/7/2022

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.







PROPOSED ADJUSTED DRAINAGE FLOWLINE

EXISTING FENCE LINE

ADJUST FENCE LINE -  
BUCK N RAIL FENCE

ARCHERY TARGETS

ARCHERY TARGETS

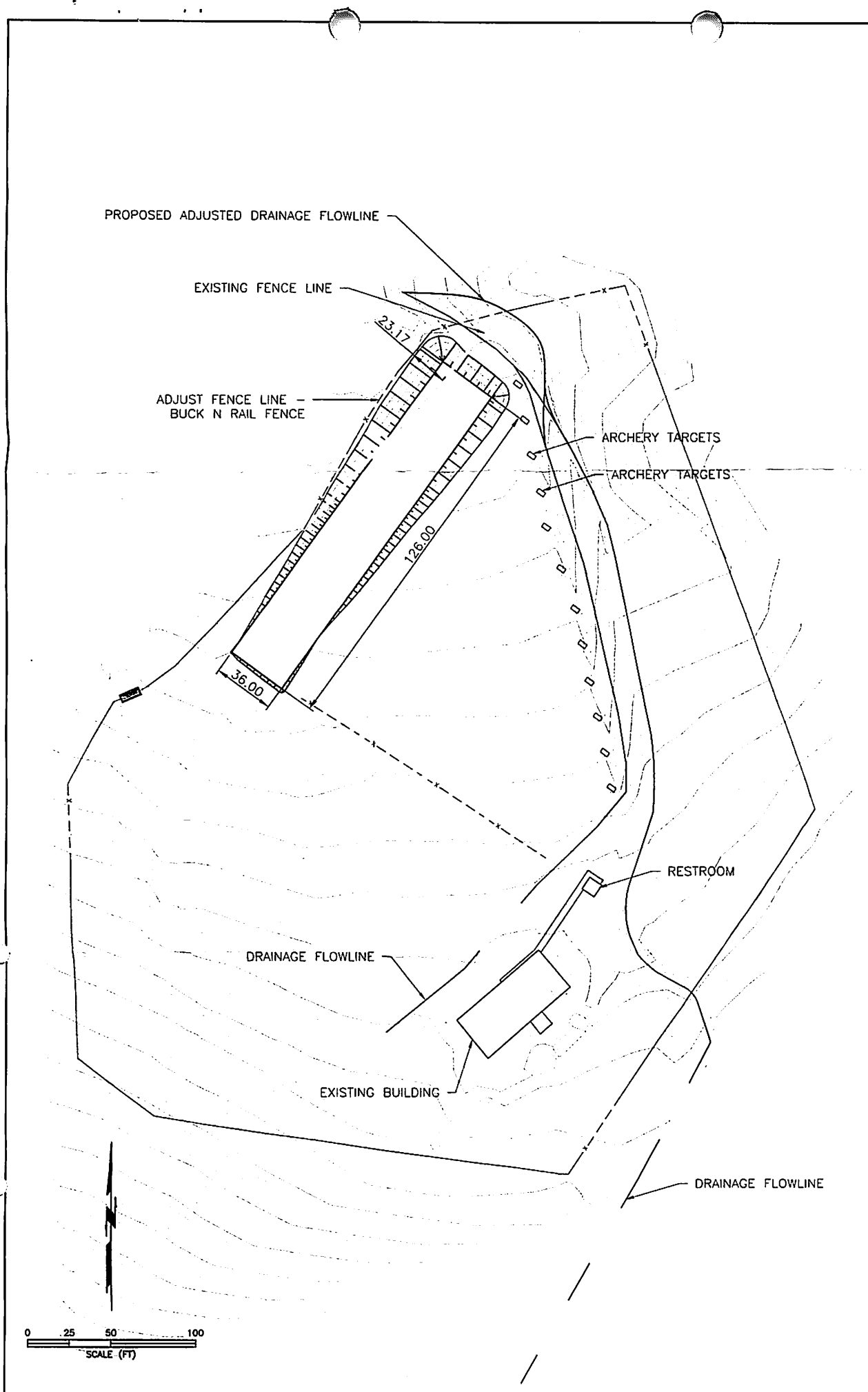
RESTROOM

DRAINAGE FLOWLINE

EXISTING BUILDING

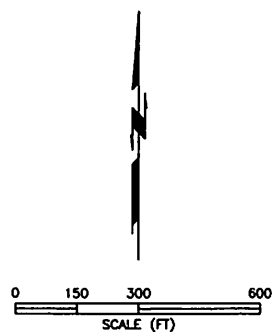
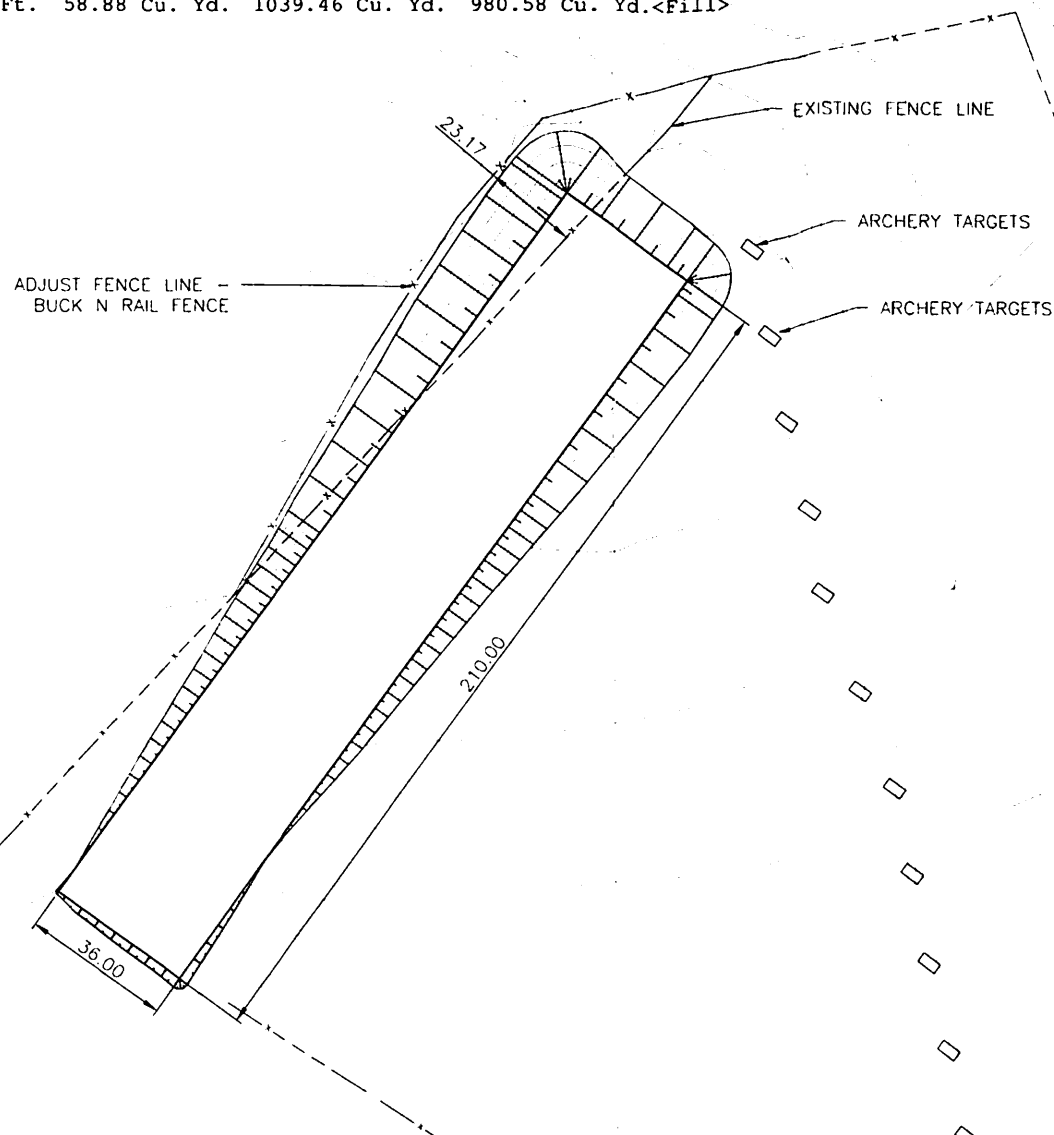
DRAINAGE FLOWLINE

0 .25 50 100  
SCALE (FT)



# Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EX VS PRO	1.000	1.000	212831.49 Sq. Ft.	58.88 Cu. Yd.	1039.46 Cu. Yd.	980.58 Cu. Yd.<Fill>
Totals			212831.49 Sq. Ft.	58.88 Cu. Yd.	1039.46 Cu. Yd.	980.58 Cu. Yd.<Fill>





## LEASE FOR CODY ARCHERY RANGE

### I. PARTIES

THIS LEASE is made and entered into by and between the City of Cody, Wyoming, who shall be known as the LESSOR, and the Cody Archery Club, an association of individuals, who shall be known as the LESSEE.

Negotiations have occurred between the LESSOR and the LESSEE, and in consideration of mutual understandings that are and hereafter set forth, the LESSOR and LESSEE agree as follows:

### II. PURPOSE OF LEASE

The purpose of this lease is to allow the LESSEE the right and privilege of developing and operating an archery range on the following described lands:

Sixth Principal Meridian, Park County, Wyoming

T. 52 N., R. 100 W.,

Sec. 6, a strip of land 350 feet long, 40 feet wide (0.32 acre), across a portion of lot 43 C as defined by map survey.

Sec. 7, W $\frac{1}{2}$  of lot 5, W $\frac{1}{2}$ SE $\frac{1}{4}$  of lot 5, SE $\frac{1}{4}$ SE $\frac{1}{4}$  of lot 5, road access portion of W $\frac{1}{2}$ E $\frac{1}{2}$  of lot 39, road access portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$  of lot 39, S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ S $\frac{1}{4}$ ;

Sec. 8, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$

Containing approximately 96.13 acres.

### III. TERM OF LEASE

(a) This lease shall commence July 1, 1997, and to remain in full force and effect until June 30, 2002, or until otherwise terminated as allowed herein by the parties to this lease.

(b) This lease, may with the mutual approval of all parties to this lease, be extended for an additional period, upon such terms and conditions as agreed to by the parties of this lease. Any extension of this lease must be set forth in writing and be duly executed by the parties to this lease.

(c) This lease may be terminated by either party upon thirty (30) days written notice by certified mail, upon a finding that either party has failed to comply with the terms of this lease, or has failed to use the leased lands for the

purposes specified herein for a period of two (2) consecutive years or that all or part of the land is not being used for the purposes specified herein.

#### IV. RESPONSIBILITY OF THE PARTIES

(a) Pursuant to the Recreation or Public Purposes Lease LESSOR currently has with the United States Department of the Interior, Bureau of Land Management, dated June 17, 1997, the LESSOR is sub-leasing the property to LESSEE and LESSEE shall be bound by and subject to all the terms and conditions of said Lease to LESSOR and LESSEE agrees to the following:

(i) There are reserved to the United States all mineral deposits in the above described real property, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

(ii) The United States Department of the Interior, Bureau of Land Management and LESSOR reserve the right of entry, or use, by:

A. any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspections;

B. Federal Agents and Game Wardens upon the leased area on official business;

C. the United States, its permittees and licensees, to mine or remove the mineral deposits referred to in sub-paragraph (i), above.

(iii) LESSEE agrees to improve and manage the above described real property in accordance with the attached proposed Cody Archery Range Development and Improvement Plan, the terms of this lease and any commitments contained herein and to maintain all improvements during the term of this lease in a reasonably good state of repair.

(iv) LESSEE shall not allow the use of the lands for unlawful purposes or for any purpose not specified



in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, Lessees, sublessees, and permittees), to prohibit or restrict the use of any part of the leased premises, or any of its facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(v) LESSEE shall not assign this lease or change the use of the land, without first receiving the consent of the authorized officer of the United States Department of the Interior, Bureau of Land Management and LESSOR.

(vi) LESSEE shall take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(vii) LESSEE shall not cut timber on the leased area without prior permission of, or in violation of provisions and conditions made by an authorized officer of the United States Department of the Interior, Bureau of Land Management.

(viii) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or right-of-ways under existing laws by an authorized Federal officer.

(ix) The LESSEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The LESSEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The LESSEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(x) The LESSEE will, in all solicitations or advertisements for employees placed by or on behalf of the LESSEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religions, sex, or national origin.

(xi) The LESSEE will comply with all provisions of Executive Order 11246 of September 24, 1995, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(xii) In the event of the LESSEE'S noncompliance with any of the terms and conditions of LESSOR'S Lease of June 17, 1997, or any of the terms and conditions of this Lease or any Federal rules, regulations, or orders, this Lease may be cancelled, terminated or suspended in whole or in part and the LESSEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1995, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(xiii) The LESSEE will include the provisions of Paragraphs (ix) through (xii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to



Section 204 of Executive Order No. 11246 of September 24, 1995, as amended, so that such provisions will be binding upon each subcontractor or vendor. The LESSEE will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the LESSEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the LESSEE may request the United States to enter into such litigation to protect the interests of the United States.

(xiv) LESSEE shall post warning signs on all roads and trails at the point where such roads and trails enter a danger area. In addition, warning signs shall be posted around the shooting corridor of each facility developed, facing outward from the range. Warning signs shall have a minimum area of 150 square inches and must be affixed to a post at least three feet, but not more than five feet, above the ground. Regardless of their spacing requirements, any warning sign must be visible from the adjacent signs on each side. Letters on the signs must be at least three inches tall.

(xv) LESSEE shall provide an adequate number of trash receptacles at convenient locations on the lease area. An adequate number shall be at least one receptacle at each facility and at least one for the parking area. Such receptacle shall be emptied periodically to prevent excess trash accumulation and littering. Should trash accumulation and littering become a problem, an authorized officer for the United States Department of Interior, Bureau of Land Management and/or LESSOR may require the LESSEE to

perform scheduled trash removal and policing of the lease area.

(xvi) LESSEE shall provide toilet facilities and must obtain the appropriate permits for the facilities provided.

(xvii) Any cultural resource (historic or prehistoric site or object) discovered by the LESSEE, or persons working on it's behalf, shall be immediately reported to the District Manager of the United States Department of the Interior, Bureau of Land Management. Operations shall be suspended in the area of such discovery until written authorization to proceed is issued by the District Manager. An evaluation will be conducted by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluation and mitigation of impacts to the cultural resource, but will not be responsible for any costs incurred by LESSEE as a result of any delay.

(xviii) During the hours the facility is classified by LESSEE to be open to the public, the range facilities shall be open to any person wishing to use them, with the exception that any person failing or refusing to abide by proper range safety practices may be excluded. The BLM or LESSOR assumes no responsibility for enforcing such safety practices. No more than regular and usual fees prevailing in the area may be charged for use of the facilities.

(xix) Range operating rules and safety rules shall be posted prominently at a place convenient to each facility. A centrally located posting will be adequate for all facilities.

(xx) No fencing shall be done without prior approval from the authorized officer for the BLM. Consultation with any grazing licensee shall be



undertaken before authorization to fence is given.

(xxi) Maintenance of the entrance road and parking for all-weather use, or closure during period of wet weather, should be required to prevent excessive rutting from developing.

(xxii) LESSEE shall maintain a public liability insurance policy acceptable to LESSOR and shall at no time be without insurance coverage. LESSEE shall provide whatever documents are necessary to effectuate LESSOR becoming an additional insured LESSOR under LESSEE'S liability policy.

(xxiii) The LESSEE or its successor in interest will post and maintain on the property leased by this document signs or posters bearing the following legend:

"This (identify the area) is subject to the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241). No persons shall be excluded from participation, denied any benefits or subjected to discrimination on the basis or race, color, religion, sex, or national origin."

#### **V. GENERAL PROVISIONS**

(a) Indemnification - The LESSEE agrees at LESSEE'S expense, to indemnify and hold harmless the LESSOR against and from any and all demands, claims, liabilities of every nature arising directly or indirectly from or in any way connected with the LESSEE'S or its agents, operations, or activities conducted under the terms of this lease.

(b) Notice of Claim - LESSEE agrees to notify LESSOR in writing within ten (10) days of the receipt of any claims made against LESSEE arising directly or indirectly from or in any way connected with the LESSEE or its agents, operations, or

activities conducted under the terms of this lease.

(c) Compliance of Applicable Laws - LESSEE agrees to comply with all applicable federal, state, or local laws, rules and regulations in the performance of this lease. Failure to do so will give LESSOR the right to terminate this agreement immediately.

(d) Wyoming Law Governs - The construction, or interpretation, and enforcement of this agreement shall be governed by the laws of the State of Wyoming, the Courts of the State of Wyoming shall have jurisdiction over any action arising out of this agreement.

(e) No Kick-backs - LESSOR certifies and warrants that no gratuities, kick-backs, or contingency fees were paid in connection with this lease, nor were any fees, commissions, gifts, or other considerations made contingent upon the LESSOR granting his lease.

(f) Assignment - LESSEE may neither assign its rights or delegate its duties as set forth in this lease without the prior written consent of LESSOR, and is prohibited from subcontracting, transferring, conveying, subletting, or otherwise disposing of this lease or its rights, title or interest therein or the power to execute such lease to any person, company, or corporation, without the prior written consent of LESSOR.

(g) Assumption of Debt of Obligation - It is not the intent of either party to this lease, by or in this lease, to assume any liability for any debts and or obligations incurred by the other party to this lease.

(h) Changes, Modifications, Revisions, Amendments - LESSOR and LESSEE may from time to time request changes in the responsibilities to be performed under the terms and conditions of this lease. Any changes, modifications, revisions, or amendments to this lease which are mutually agreed upon by and between both parties to this lease shall be incorporated by written instrument, executed and signed by both parties to this lease.



(i) Entirety of Lease - This lease, consisting of nine (9) pages, represents the entire integrated lease between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, except the LESSOR'S Recreation or Public Purposes Lease of June 17, 1997, from the United States of America, Bureau of Land Management.

(j) Prior Approval - This lease shall not be binding upon either party unless this lease has been reduced to writing before performance begins as described under the terms of this lease and unless the lease is approved by both parties.

IN WITNESS WHEREOF, the parties to this lease through their duly authorized representatives have executed this lease on the days and dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this lease as set forth herein.

DATED: July 1, 1997.

CODY ARCHERY CLUB

By Tracy LaFollette  
President

CITY OF CODY

By Jack T. Skates  
Jack T. Skates, Mayor

ATTEST:

Jay W. Brown  
Jay W. Brown, Clerk

**AMENDMENT TO LEASE AGREEMENT  
FOR CODY ARCHERY RANGE**

This Amendment to Lease for Cody Archery Range (Amendment) amends that lease agreement (Agreement) entered into between the City of Cody, Wyoming (Lessor) and the Cody Archery Club. This Amendment modifies the following articles of the Agreement in the following respects:

**I. PARTIES**

This lease is made and entered into by and between the City of Cody, Wyoming, a municipal corporation in Park County, Wyoming, and the Cody Archery Club, Inc., a Wyoming non-profit corporation (LESSEE).

**IV. RESPONSIBILITY OF THE PARTIES**

Subsection (a), sub-part (iii), shall be amended to provide as follows:

LESSEE agrees to improve and manage the above described real property in accordance with the original Cody Archery Range Development and Improvement Plan. In addition, the LESSEE construct and maintain a building on the leased property as described in the attached February 21, 2020 letter (attached as Exhibit A), and according to the attached drawings (attached as Exhibits B1 and B2). LESSEE shall maintain and improve the property according to the attached Exhibits, and according to the Agreement

and this Amendment, and to maintain all improvements during the term of this lease in a reasonably good state of repair.

Except as modified by this Amendment, the terms and conditions of the Lease for Cody Archery Range shall remain in full force and effect.

**CODY ARCHERY RANGE:**


By:   
Nicholas Hummel, President

November 9, 2020.

**CITY OF CODY, WYOMING:**

BY:   
MATT HALL, MAYOR

November 17, 2020.

  
\_\_\_\_\_

ATTEST: Cynthia D. Baker, Clerk

## **AGENDA ITEM SUMMARY REPORT**

### **Wyoming Office of Homeland Security 2022 State Homeland Security Grant Cody Police Department Ballistic Armored Tactical Transport Vehicle**

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

Authorize submission of the grant application for the 2022 State Homeland Security Grant Program (SHSP) in the amount of \$250,000 and authorize staff to sign the online grant application.

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

The State Homeland Security Grant Program focuses on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks.

Over the past 13 years, the Cody Police Department Tactical Response Team (TRT) has deployed over forty (40) times to a variety of high-risk incidents including hostage and criminal barricades, high risk apprehensions, and high-risk warrant services. The City of Cody is also a well-known tourist destination, with several local attractions which draw in a large, temporary civilian populations that increase the City's security needs. There are also numerous examples of critical infrastructure in and around the region that this vehicle could protect from threats. These include: Northwest College, Park County School Districts, Yellowstone Regional Airport, Buffalo Bill Dam Hydroelectric Facility, Cody Regional Health Hospital, Yellowtail Dam Hydroelectric facility. Considering the terrorist attacks and mass shooting incidents in such places as Colorado Springs, San Bernardino, Orlando, Las Vegas, El Paso, Boulder, Colorado and most recently Uvalde, Texas, this lack of capability fails to prepare our team to respond to and protect our citizens from the type of serious threats that could face our city at any time.

The tactical vehicle the TRT currently utilizes is a converted 1986 Loomis armored bank truck which was obtained from the Kent Washington Police Department. While this vehicle provides limited protection from lower caliber weapons such as handguns, it fails to protect against the type of higher caliber long guns and assault rifles that have been used in many recent attacks. As a result, our law enforcement officers and civilians are at an increased risk of serious injury or death during call outs if such weaponry is encountered. The current status of this vehicle is poor, with a catastrophic drive train failure most likely to occur in the near future. This vehicle is equipped with a 6.5 BM diesel engine with nearly 280,000 miles, which far exceeds its useful service life. The vehicle does not provide for sufficient protections from its occupants, suffers from periodic charging and starting issues, and is cost-prohibitive to continue to maintain.

#### **FISCAL IMPACT**

There is no cost-share or match required for this grant. If this grant is awarded, the tactical vehicle will be placed in the City's vehicle replacement schedule and funding allocated on an annual basis to pay for future replacements.

#### **ATTACHMENTS**

1. None

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

**NOTICE OF PUBLIC HEARING 2022 BUSINESS READY  
COMMUNITY GRANT AND LOAN PROGRAM APPLICATION  
FOR A BUSINESS COMMITTED PROJECT**

The Wyoming Business Council is seeking grant and loan applications from counties, incorporated cities, towns, joint powers boards, and tribes for the Business Ready Community (BRC) Grant and Loan Program. The intent of this program is to ready a community for new business development through economic or educational development projects which may include, but not limited to, water, sewer, streets and roads, telecommunications, airports, purchase of rights of way, purchase of land, buildings, facilities, industrial and business parks, industrial site or business district development, amenities within a business or industrial park, landscaping, recreational and convention facilities, and or other physical projects.

The rules governing the BRC Grant and Loan Program are available through the Wyoming Business Council or <http://www.wyomingbusiness.org>.

The City of Cody intends to submit an application for a BRC Business Committed Grant, for Wyoming Legacy Meats and is seeking citizen input regarding this project. Those wishing to comment on this project are encouraged to attend a public hearing on this subject on June 7, 2022 at 7:00 PM in the City Hall Council Chambers. Citizens can also submit written comments to:

Cindy Baker, Administrative Services Director

PO Box 2200

Cody, WY 82414

Or,

email: [cindyb@codywy.gov](mailto:cindyb@codywy.gov)

All written comments must be received no later than 5:00 PM on June 7, 2022. The City of Cody take all comments made at the public hearing and written comments submitted on or before the deadline into consideration before considering a resolution in support of submitting an application for a 2022 BRC Business Committed Award.

Publish: May 31, 2020 and June 7, 2022

## **RESOLUTION OF SUPPORT**

### **RESOLUTION NO. 2022-19**

#### **A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CODY FOR THE PURPOSE OF:**

#### **THE CONSTRUCTION OF A PROCESSING FACILITY FOR USE BY WYOMING LEGACY MEATS.**

#### **WITNESSETH**

**WHEREAS**, the Governing Body of the City of Cody desires to enter into a partnership with Forward Cody Wyoming, Inc, and WYOMING LEGACY MEATS, and submit a proposal to the Business Ready Community Grant to assist in financing this project; and

**WHEREAS**, the Governing Body of the City of Cody recognizes that high tech ventures are a compatible industry in the Cody area and is supportive of Forward Cody Wyoming's effort to grow such business including supporting incentives to encourage businesses to grow and expand in the community, and

**WHEREAS**, the public benefit of this project will include direct and indirect employment of high-quality positions, the resultant economic impact throughout the community, and the establishment of a specialized technology company which is poised to spur other such ventures, and

**WHEREAS**, the specific goals and measures of success of this project are:

- The completion of a headquarters facility of approximately 16,000 square feet by November 1, 2023.
- Employing 75 full time positions at an average annual wage of \$            in the first five years of operation.

**WHEREAS**, the Business Ready Community Grant requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and

**WHEREAS**, the Governing Body of the City of Cody intends to provide cash match to this Business Ready Community Grant from the following source(s):

- A grant to Forward Cody from the Economic Development Administration (EDA) - \$2,212,432
- A Loan from Pinnacle Bank for \$492,729

- A Grant from the USDA Meat and Poultry Processing Program for \$926,288

**WHEREAS**, the Governing Body for the City of Cody has approved a comprehensive Operation and Maintenance plan including projected expenses and project income sources extending the life of the asset(s); and

**WHEREAS**, the Governing Body for the will use the revenue recaptured from this project to enhance the ability of the Cody community to further economic development efforts including operational support, special projects, studies and business finance, and

**WHEREAS**, in the event of any project cost overruns, Forward Cody through the proposed budget has agreed to provide funding in the amount necessary to complete the project. In the event of cost overruns, WYOMING LEGACY MEATS has agreed to provide any additional funding necessary to complete the project, and

**WHEREAS**, the Governing Body of the City of Cody, Wyoming understand the state statutes regarding contracts for public improvements and agrees to follow state procurement standards inclusive of W.S. § 115-1-113 and W.S. § 16-6-1001 et seq.; and

**WHEREAS**, the Governing Body of the City of Cody, Wyoming understand the state statutes regarding the Wyoming Preference Act (W.S. § 16-6-201 to W.S. § 16-6-206) and will adhere to this statute throughout the project; and

**WHEREAS**, the City of Cody held a public hearing on June 7, 2022 and provided project information through other means including social media to solicit awareness and testimony from citizens, and gave full consideration to all comments received; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE** City of Cody, that a grant application in the amount of \$1,000,000 in grant funding be submitted to the Wyoming Business Council for consideration of assistance in funding the Wyoming Legacy Meats Facility.

**BE IT FURTHER RESOLVED**, that James Klessens, CEO/President of Forward Cody Wyoming, Inc. is hereby designated as the authorized representative. to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS June 7, 2022.

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

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ATTEST:

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CERTIFICATE

I, Cindy Baker, Administrative Services Director hereby certify that the foregoing Resolution was adopted by the City of Cody at a public meeting held on 6/7/2022 and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the permanent record of the City of Cody.

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ORDINANCE 2022-05

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2023.

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

SECTION 1. There is hereby appropriated for the purpose of operating the City of Cody, Wyoming, and paying all expenses thereof, the sum of \$44,096,886.

SECTION 2. The City of Cody anticipates having \$38,785,247 available in revenue and \$35,015,943 in cash reserves during the coming year from the following sources.

SECTION 3. It is appropriated from the funds of said City for the ensuing year the sum of \$44,096,886 or as much as may be necessary for the following purposes, to wit:

Fund	Total Estimated Cash Available For Budget	Total Estimated Revenue Available	Estimated Total Cash Plus Revenues	Estimated Total Requirements for Appropriation	Estimate of Property Tax Requirements
General Fund	\$ 11,151,845	\$ 11,044,379	\$ 22,196,224	\$ 16,489,293	\$ 952,600
General Capital Projects Fund	\$ -	\$ 4,337,109	\$ 4,337,109	\$ 1,139,707	
Technology Replacement Fund	\$ -	\$ 434,700	\$ 434,700	\$ 56,190	
Vehicle Replacement Fund	\$ 3,545,092	\$ 1,438,824	\$ 4,983,916	\$ 1,073,934	
Specific Purpose Tax Fund	\$ 567,251	\$ 80,000	\$ 647,251	\$ 457,730	
Cody Public Art Fund	\$ 2,981	15,000	\$ 17,981	177	
American Rescue Plan Fund	\$ 1,560,667	-	\$ 1,560,667	1,200,032	
Retainage Fund	\$ 1,563	-	\$ 1,563	-	
Solid Waste Fund	\$ 2,750,523	\$ 2,489,859	\$ 5,240,382	\$ 3,020,741	
Water Fund	\$ 4,648,407	\$ 3,831,327	\$ 8,479,734	\$ 4,779,285	
Wastewater Fund	\$ 4,040,945	\$ 1,637,190	\$ 5,678,135	\$ 2,201,933	
Electric Fund	\$ 6,746,669	\$ 12,993,859	\$ 19,740,528	\$ 13,169,903	
Storm Drainage Fund	\$ -	\$ 483,000	\$ 483,000	\$ 507,961	
Total City Appropriation	\$ 35,015,943	\$ 38,785,247	\$ 73,801,190	\$ 44,096,886	\$ 952,600

PASSED ON FIRST READING: \_\_\_\_\_

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

PASSED, ADOPTED, AND ORDERED PUBLISHED ON THIRD AND FINAL READING: \_\_\_\_\_

\_\_\_\_\_  
Matt Hall, Mayor

ATTEST:

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

**ORDINANCE 2022-06**

**AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2023.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CODY, WYOMING:**

SECTION 1: That the amount of General Property Tax for the fiscal year ending June 30, 2023 necessary to meet the current expenses for the City of Cody, together with and including the necessary tax for interest and indebtedness for said year, and the same is hereby fixed and determined to be eight (8) mills upon all assessable property to be within the City of Cody, Wyoming.

SECTION 2. That said levy is hereby declared to be distributed as follows:

General Fund .008

SECTION 3. That said Ordinance shall be in full force and effect from and after its passage and publications as provided by law.

PASSED ON FIRST READING \_\_\_\_\_

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

PASSED, ADOPTED, AND ORDERED PUBLISHED ON THIRD AND FINAL READING: \_\_\_\_\_

\_\_\_\_\_  
Matt Hall, Mayor

ATTEST:

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

MEETING DATE: JUNE 7, 2022

DEPARTMENT: PARKS & REC

PREPARED BY: CINDY BAKER

PRESENTED BY: BARRY COOK

## **AGENDA ITEM SUMMARY REPORT**

### **Waive Fee for Veterans Memorial Park – Freedom Celebration**

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

Consider sponsoring the fee and cost associated with the Freedom Celebration at Veterans Memorial Park on July 3, 2022.

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

Carol Armstrong, Event Chairman – Park County Republican Party – is requesting the Council consider waiving (or sponsoring) the cost associated with the Freedom Celebration to be held at the Veterans Memorial Park on July 3, 2022 starting at 1:00 p.m. The organizers note this is a service, not for profit, community event.

#### **FISCAL IMPACT**

Cost of \$255.00 associated with this event include:

\$25 park rental

\$50 delivery (and pick up after ceremony) chairs

\$180.00 chair rental (18 dozen chairs)

#### **ALTERNATIVES**

- 1) Approve sponsoring all cost associated with event
- 2) Approve sponsoring some of the cost associated with this event
- 3) Deny sponsoring cost associated with this event

#### **ATTACHMENTS**

Email from Carl Armstrong

Rental Invoice

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

Carol Armstrong (carolarmstrong@centurylink.net)

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



**CITY OF CODY**  
WYOMING

Cindy Baker <cindyb@codywy.gov>

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## Fwd: Save the Date information

1 message

---

**Barry Cook** <bcook@codywy.gov>

Thu, May 19, 2022 at 2:57 PM

To: Cindy Baker <cindyb@codywy.gov>, Rick Manchester <rickm@codywy.gov>

Place this on consent for our next Council meeting  
Rick do you know the total cost ,Park ,chairs etc ??

---

**Barry A. Cook**, City Administrator

City of Cody | 1338 Rumsey Ave  
[codywy.gov](http://codywy.gov) | (307) 527-3462

*"Some men see things as they are, and ask why. I dream of things that never were, and ask why not." Robert Kennedy*



----- Forwarded message -----

From: **Carol Armstrong** <carolarmstrong@centurylink.net>

Date: Thu, May 19, 2022 at 2:43 PM

Subject: Fwd: Save the Date information

To: <bcook@codywy.gov>, <mhall@codywy.gov>

Berry and Matt, Is it possible to waive the fee for usage of the Veterans Memorial Park for the Freedom Celebration, July 3, 2022? This is a service, not for profit event. It is for the community. Thanks for your consideration. Carol Armstrong, Event chairman, 307 587-6192.

## SAVE THE DATE

The Park County Republican Party and Chairman Martin Kimmet, cordially

Invites you to attend our annual Freedom Celebration, Sunday, July 3, 2022, 1 pm at the State of Wyoming Veterans Memorial Park.

A patriotic program has been planned for your enjoyment and to celebrate our nation's Independence. The program opens with a spectacular flying salute by two T-34's, don't forget, July 3, 2022, 1 PM, come join us.

For information:

Carol Armstrong, Event Chairman



AMOUNT DUE \$255.00  
DUE DATE 06/29/2022

**Invoice**

05/19/2022 05:33 PM

**Account Information**

Park County Republican Party

Po Box 1114

Cody, WY 82414 United States

Item	Quantity	Amount Due
Veterans Memorial Park Veterans Memorial Park Jul 3, 2022 6:00 AM-3:00 PM - Daily Rate: \$25 - Flat Fee	1.00	\$25.00
Equipment Delivery Fee	1.00	\$50.00
Chairs (202) (2116 total)	18.00	\$180.00
<b>Total Due</b>		<b>\$255.00</b>

**Cody Parks, Recreation, and Public Facilities**

PO Box 2200  
1402 Heart Mountain St  
Cody, WY 82414

307-587-0400  
civicrec@codywy.gov  
<https://www.codywy.gov/263/Paul-Stock-Aquatic-and->

MEETING DATE: JUNE 7, 2022

DEPARTMENT: ADMIN

PREPARED BY: CINDY BAKER

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Alzheimer's Association, Wyoming Chapter Walk**

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

Consider allowing the event coordinates to have mobile food vendors located in the parking and access road by Beck Lake/Lions Park on August 19, 2022 as part of the Alzheimer's Association Walk to End Alzheimer's. Also approve a Malt Beverage and Open Container permit for said event.

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

The Walk to End Alzheimer's Event is a celebratory event that highlight the local community's work to fight Alzheimer's and other forms of dementia. There is a small opening ceremony and then walk around Beck Lake. This is the first year this event is being held at Beck Lake. Tammy Poley, Walk Chairperson is requesting the ability to have 3-4 food vendors located in the Beck Lake/Lion Park Area for this event to be held on Augusts 19, 2022. Vendors would be setting up between 4 and 5 p.m. to end of event. The Event will also include malt beverages, thus an open container permit (and malt beverage permit if being sold versus provided) will be needed/requested.

#### **FISCAL IMPACT**

The City would receive funds as noted below:

- 1) Park Rental (\$50)
- 2) Open Container Permit (\$50)
- 3) Malt Beverage Permit (\$30 if applicable)

#### **ALTERNATIVES**

- 1) Approve Request
- 2) Deny Request
- 3) Approve request with modifications

#### **ATTACHMENTS**

Agenda Request  
Certificate of Insurance  
Walk to End Alzheimer's Packet  
Beck Lake/Lion Park Map – noting location for vendors

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

Tammy Poley (tammy.poley@edwardsjones.com)

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



## City of Cody Agenda Request Form



In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns or provide additional information. Some requests may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532),

\*\*\*\*\*

Name of person to appear before the Council Tammy Poley

Organization Represented Alzheimer's Association, Wyoming Chapter

Date you wish to appear before the Council Whenever possible

Email Address tam.bad@hotmail.com Telephone \_\_\_\_\_

Names of all individuals who will speak on this topic 307-250-2064

Event Title (if applicable) Park County

Date(s) of Event (if applicable) August 19th

Location of Event (if applicable) Beck Lake / Lions Park

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

The walk is a celebratory event that highlights the local community's work to fight Alzheimer's and other forms of dementia. We will have a small opening ceremony and then walk around Beck Lake. I am currently working on getting a couple food trucks and beverage vendors. This is the first year of having it here in Cody, without Covid restrictions, so it hard to measure participation, but assume 50 - 100 walkers.

Which City employee(s) have you spoken to about this issue? Kelly Bower, we have reserved the park.

Signature Tammy Poley

Digitally signed by Tammy Poley  
Date: 2022.04.20 09:57:34 -0600

Date April 20, 2022





Beck  
Lake





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lamb, Little & Co 1101 Perimeter Drive Suite 500 Schaumburg IL 60173		<b>CONTACT NAME:</b> Sandy Crespin <b>PHONE (A/C, No, Ext):</b> 847-719-7877 <b>E-MAIL ADDRESS:</b> screspin@lamblittle.com <b>FAX (A/C, No):</b> 847-398-7077	
<b>INSURED</b> Alzheimer's Disease & Related Disorders Association, Inc. 225 N. Michigan Ave Ste 1700 Chicago IL 60601		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Twin City Fire Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058 29459	

## COVERAGES

**CERTIFICATE NUMBER:** 537333171

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse/Molest <input checked="" type="checkbox"/> Soc Serv Prof GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2389542	3/11/2022	3/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2389542	3/11/2022	3/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB806485	3/11/2022	3/11/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	83WEBU6934	3/11/2022	3/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	D&O, EPLI			PHSD1614081	3/11/2022	3/11/2023	D&O \$50/EPLI \$50K RET 10,000,000
A	PROFESSIONAL LIABILITY			PHPK2389542	3/11/2022	3/11/2023	OCC 1,000,000/AGGR 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Wyoming Chapter  
RE: Park County Walk to End Alzheimer's Event held August 19, 2022 at Cody, WY  
City of Cody, its employee, agents, officers, officials, and volunteers are Additional Insured for operations conducted by the insured. Subject to policy terms and conditions.  
\*\*Bounce Houses and other rebounding devices are excluded from any liability coverage on this policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Cody PO Box 2200 Cody WY 82414	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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MEETING DATE: June 1, 2022

DEPARTMENT: ADMINISTRATION

PREPARED BY: CYNTHIA BAKER

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Red Canyon River Trips Lease Agreement**

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

Approve an agreement between the City of Cody and Red Canyon River Trips, for an encroachment license and lease agreement for public right of way located on Beck Avenue, between 12<sup>th</sup> Street and the first approach west of 12<sup>th</sup> Street, for the term of June 1 through September 30. (If approved the requester would be limited to no more than three (3) vehicles and would need to park starting at the most westerly end of this area in order to maintain sight/distance for traffic at the intersection of 12th and Beck)

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

Sunny Burns, owner of Red Canyon River Trips has requested to use the City owned public right of way located on Beck Avenue, from 12<sup>th</sup> Street to the first approach west of 12<sup>th</sup> Street for the purpose of parking his river trip van and boat trailer. The area in which this business is located is also adjacent to the Cody Trolley Tours, the requester is indicating there is not sufficient room to park vehicles on 12<sup>th</sup> Street without utilizing customer and other public parking. In order to accommodate the public, Cody Trolley Tours and his clients, Sunny is requesting this area for parking which is nearby the place of business.

The City of Cody has entered into encroachment agreement in the past with Red Canyon River Trips (records indicating 2011-2020), as well as similar agreements throughout the City. Other agreements were with the Stump Family Trust for the encroachment of a deck onto the City right of way and an agreement was with Diehl Enterprises for the encroachment onto public right of way of the property known as the Chamberlin Inn, as well as, with Ken Martin previous owner of Red Canyon River Trips.

#### **FISCAL IMPACT**

The City of Cody will receive \$100/mo (\$400) for the encroachment license.

#### **ALTERNATIVES**

Approve, Approve with modifications or Deny the request.

#### **ATTACHMENTS**

Agenda Request Form  
Encroachment Agreement

Sunny Burns, sunnydavidson1@gmail.com

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



## City of Cody Agenda Request Form



In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns or provide additional information. Some requests may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532),

\*\*\*\*\*

Name of person to appear before the Council Sunny Burns

Organization Represented Red Canyon River Trips

Date you wish to appear before the Council June 6 2022

Email Address Sunnydavidson1@gmail.com Telephone 307-587-6988 or 303-319-

Names of all individuals who will speak on this topic Sunny Burns

Event Title (if applicable) \_\_\_\_\_

Date(s) of Event (if applicable) \_\_\_\_\_

Location of Event (if applicable) \_\_\_\_\_

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

Parking tour vehicles on the island located at 12th and Beck

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Signature  Date 05-26-2022

## AGREEMENT FOR ENCROACHMENT LICENSE

THE PARTIES to this agreement are the City of Cody, Wyoming (CITY) and Red Canyon River Trips (RED CANYON). This agreement is dated as of date last executed by the parties below.

1. City of Cody is a municipal corporation in the State of Wyoming.
2. Red Canyon River Trips would like to utilize the City of Cody owned Public Right of Way located on the north side of Beck Avenue next to 12<sup>th</sup> Street, from 12<sup>th</sup> Street, west to the first approach west of 12<sup>th</sup> Street for the purpose of parking no more than three (3) motor vehicles in conjunction with the tour businesses operating under the Red Canyon River Trips EIN. The area requested is the dirt portion between the curb and gutter and the sidewalk.
3. The City is willing to accommodate Red Canyon and allow the encroachment for parking on the city owned public right of way.

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

1. City hereby grants a license to Red Canyon to encroach on the following described parcel of City public right of way: See Attachment A
2. Red Canyon shall pay to the City the sum of One Hundred Dollars (\$100.00) per month for a total of \$400 payable to the City of Cody on or before June 1, 2022.
3. The term of this agreement shall be June 1, 2022 through September 30, 2022.
4. This license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever. In the event that City determines it will revoke this license, it shall give notice to Red Canyon in writing at least thirty (30) days in advance of the revocation.
5. Once the City terminates or revokes this license, Red Canyon agrees to remove any and all vehicles and trailers from the City public right of way and will restore the same to its original condition at the sole cost and expense of Red Canyon within fifteen (15) days of the revocation.
6. Red Canyon assumes all liability for itself, its agents, its representatives, employees, guests, invitees, and for the general public's presence and activities upon the public right of way occupied and shall indemnify and hold harmless the City, its agents, representatives, employees, officers, council members and agents from any all claims, actions, lawsuits, disputes and controversies regarding Red Canyon's use of the public right of way. This shall include but not be limited to claims or actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the public right of way by Red Canyon or its agents, representatives, guests or employees. This indemnification shall include reasonable attorney's fees incurred by the City in defense of any action brought by any party against the City arising out of this agreement or use of the public right of way by Red Canyon's agents, representatives, guest and employees.
7. Red Canyon agrees to maintain the said public right of way by raking the area on a regular basis, keeping it free of debris and herbage, and keeping it free of weeds. In

addition, the City of Cody may ask for any other reasonable maintenance to be performed as necessary.

8. Red Canyon agrees to park all associated vehicles by entering from the west side of public right of away and exiting on the east side onto Beck Avenue.
9. Red Canyon agrees to park in such manner that the view for oncoming or turning traffic is not impeded at any time.
10. By entering into this agreement, the City does not waive its sovereign immunity or governmental immunity and expressly reserves the right to assert sovereign immunity and governmental immunity as defense to any action arising under this agreement.
11. This agreement shall be binding on the heirs, successors and assigns of both parties.
12. The agreement contains the entire understating of the parties and there are no other promises, covenants, assurances, or understandings beyond the scope of this written agreement.

Red Canyon River Trips

Date

---

City of Cody, Wyoming

Date

---

Matt Hall, Mayor

Date

---

Cynthia Baker, Admirative Services Officer

**RESOLUTION 2022-17**

**A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE  
PLAN ACT TO PROVIDE FUNDING FOR THE BOILER REPLACEMENT  
PROJECT AT THE RECREATION CENTER**

**WHEREAS**, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

**WHEREAS**, such funds are to be used in accordance with the guidelines of the Act, and

**WHEREAS**, the City of Cody has received the first tranche in the amount of \$848,807.14 on June 25, 2021, with the second tranche expected in June 2022, and

**WHEREAS**, the governing body was presented with information on the requirements of ARPA and provided with a list of proposed projects that meet the eligible use criteria, and

**WHEREAS**, the boilers at the Recreation Center are nearing the end of their useful life expectancy and are operating at about 65-70% efficiency, and

**WHEREAS**, the City of Cody recognizes that the failure of these boilers could cause an extended shut-down of the pool facilities and that an efficient building heating system will provide for year-round energy savings at the pool, and

**WHEREAS**, the City of Cody has identified this project as an eligible use under the Revenue Replacement expense category for the provision of government services.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY** that the City of Cody hereby encumbers ARPA fund in the estimated amount of \$160,000 for the boiler replacement project at the Rec Center.

PASSED, APPROVED AND ADOPTED ON THIS 7<sup>TH</sup> DAY OF JUNE 2022.

---

Mayor Matt Hall

ATTEST:

---

Cynthia D. Baker, Administrative Services Officer

**RESOLUTION 2022-18**

**A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT TO PROVIDE FUNDING FOR THE REPLACEMENT OF THE SOUND SYSTEM AT THE CITY PARK BAND SHELL.**

**WHEREAS**, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

**WHEREAS**, such funds are to be used in accordance with the guidelines of the Act, and

**WHEREAS**, the City of Cody has received the first tranche in the amount of \$848,807.14 on June 25, 2021, with the second tranche expected in June 2022, and

**WHEREAS**, the governing body was presented with information on the requirements of ARPA and provided with a list of proposed projects that meet the eligible use criteria, and

**WHEREAS**, the current sound system is not functioning properly and needs to be replaced in order to provide adequate sound for the Concerts in the Park series as well as other entertainment uses at the band shell., and

**WHEREAS**, the City of Cody has identified this project as an eligible use under the Revenue Replacement expense category for the provision of government services.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY** that the City of Cody hereby encumbers ARPA fund in the estimated amount of \$58,628 for the replacement of the band shell sound system at City Park.

PASSED, APPROVED AND ADOPTED ON THIS 7<sup>TH</sup> DAY OF JUNE 2022.

---

Mayor Matt Hall

ATTEST:

---

Cynthia D. Baker, Administrative Services Officer

MEETING DATE: JUNE 7, 2022

DEPARTMENT: PUBLIC WORKS – STREETS

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

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



## **AGENDA ITEM SUMMARY REPORT**

### **Consider Waiving the requirement for Earthquake and Flood Endorsements on the Builder's Risk Insurance Policy for the 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project**

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

Consider waiving the requirement for Earthquake and Flood Endorsements on the Builder's Risk Insurance Policy to be provided by Two Sisters Contracting LLC for the 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project.

#### **SUMMARY OF INFORMATION**

The 2022 Cody Sidewalk and Pedestrian Ramp Improvements Project was awarded to Two Sisters Contracting, LLC (TSC) by the City Council on May 10, 2022, and a Notice of Award was issued to TSC. In preparing to execute the Construction Contract, TSC has acquired the necessary performance and warranty bonds for the project. However, TSC has not been able to acquire the Builder's Risk insurance policy as required by the bid documents. There are two specific coverages that TSC's insurance provider has not offered coverage on – earthquake and flood.

TSC has worked with their insurance provider to acquire a Builder's Risk Insurance Policy for the project, but the provider will not offer coverage for earthquake and flood. These requirements are stated in Standard General Conditions of the Construction Contract portion of the bid manual, and are of a "boiler plate" nature. If the project construction were of a higher cost, longer duration, or in an area that was at risk of flooding (i.e., a mapped floodplain), these coverages would be of greater significance to the the project. However, these risks are extremely low for the project. If TSC is required to gain these coverages, it will likely delay the start of the project and create challenges with completing construction within the milestones defined.

City Staff recommends that the requirement for earthquake and flood coverage be waived, and that the City accept the Builder's Risk Insurance coverage that TSC has been able to acquire.

#### **FISCAL IMPACT**

There is no fiscal impact to the project if the earthquake and flood coverage requirements are waived.

#### **ATTACHMENTS**

1. Portions of the Standard General Conditions of the Construction Contract for Builder's Risk Insurance

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



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## **STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk

policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then