

City of Cody City Council

Tuesday, February 7, 2023 – 7:00 p.m. (Pre-Meeting to begin at 6:53 p.m. to discuss agenda)

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from January 17, 2023, Special Work Session from January 19, 2023 and Council Summit from February 2, 2023.
- b. Approve Vouchers and payroll in the amount of \$1,053,962.78.
- c. Award Bid 2022-18 – to The Armored Group LLC for one Ford F600 chassis with armored body in the amount of \$250,000.
- d. Consider approving a request from the 2023 Cody High School Swim Team to sponsor their CHS Swim Fundraiser for the amount not to exceed \$150.00.
- e. Authorize the Mayor to enter into and sign an Agreement for Encroachment License between the City of Cody and W.T. Phipps and Johanna Phipps, Trustees of the W.T. Phipps, Jr. Living Trust.
- f. Approve a request from Samuel Hanna, on behalf of the Buffalo Bill Center of the West, to close Coe Circle in front of the Statute on Monday, February 27, 2023 for the Annual FFA wreath laying ceremony and allow traffic to be directed north through West Park Hospital's small parking lot
- g. Authorize City Administrator Barry Cook to sign the Amendment to the Agreement between the City of Cody and River Oaks Communication Corporation for the Spectrum cable franchise negotiations.
- h. Authorize City Administrator, Barry Cook to sign the BOSS811 Software Subscription Service Agreement between the City of Cody and Business Oriented Software Solutions Inc.
- i. Approve the two-year appointment ending December 31, 2024 of Council Liaison as follows: Police Division – Council Members Swett & Fritz; Administration Council Members - Quick & Shreve; Parks, Recreation and Public Facilities Division - Council Members Tamblyn and Swett; Public Works Division – Council Members Fritz and Shreve; and Community Development Division – Council Members Reiter and Quick.

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

3. Public Hearing

- a. A Public Hearing to consider if it is in the public interest for the City to adopt amendments to City Code Title 10, Chapter 11 – Supplemental Development Standards for Commercial and Industrial Zoning Districts.
- b. A Public Hearing to consider if it is in the public's interest to issue a restaurant liquor license for Ivan Werff Holdings LLC dba The Blanca Tatanka located at 1455 Sheridan Ave. for the period through July 31, 2023.
- c. A Public Hearing to consider if it is in the public's interest to issue a restaurant liquor license for Withawd, LLC dba Pizza on the Run located at 1302 Sheridan Ave. for the period through July 31, 2023.

4. Conduct of Business

- a. Consider issuing a restaurant liquor license for Ivan Werff Holdings LLC dba The Blanca Tatanka located at 1455 Sheridan Ave. for the period through July 31, 2023 contingent upon receipt of valid food service permit from the Department of Ag.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Consider Issuing a restaurant liquor license for Withawd, LLC dba Pizza on the Run located at 1302 Sheridan Ave. for the period through July 31, 2023 contingent upon receipt of valid food service permit from the Department of Ag.

Staff Reference: Cindy Baker, Administrative Services Officer

- c. Appoint Troy Kincheloe (Plumbing Contractor) to fill out the remining two-year term ending December 31, 2024, this appointment due to a recent resignation.

Staff Reference: Cindy Baker, Administrative Services Officer

- d. Appoint Carson Rowley and Chief Baker to the Cody Urban Systems and Traffic Committee for a three-year term ending December 31, 2025.

Staff Reference: Cindy Baker, Administrative Services Officer

- e. Consider awarding Bid 2022-18A to Muser Bros. Inc for the purchase of Lot 103 of the Benny's Place Minor Subdivision for the amount of \$26,610.00.

Staff Reference: Todd Stowell, City Planner

- f. Ordinance 2023-02 – First Reading

An Ordinance to enter into a cable Franchise Agreement with Spectrum Pacific West LLC, L/K/A Charter Communications.

Staff Reference: City Administrator, Barry Cook and/or Scott Kolpitcke, City Attorney

- g. Ordinance 2023-01 First Reading
An Ordinance Amending Title 10, Chapter 11 “Supplemental Development Standards for Commercial and Industrial Zoning District” Of the City of Cody Code.
Staff Reference: Todd Stowell, City Panner

- 5. Tabled Items
- 6. Matters from Staff Members
- 7. Matters from Council Members
- 8. Adjournment

Upcoming Meetings:

February 14, 2023 – Work Session 5:30 p.m.

February 21, 2023 – Regular Council Meeting – 7:00 p.m.

February 28, 2023 – Work Session 5:30 p.m.

City of Cody
Council Proceedings
Tuesday, January 17, 2023

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, January 17, 2023 at 7:00 p.m.

Present: Mayor Hall, Council Member, Andrew Quick, Jerry Fritz, Emily Swett, Lee Ann Reiter, Kelly Tamblyn and Don F. Shreve Jr. and City Attorney Scott Kolpitzke; City Administrator Barry Cook, and Cindy Baker, Administrative Services Officer.

Absent: None

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

Council Member Reiter made a motion seconded by Council Member Fritz to approve the Consent Calendar as presented including approval of Minutes from Regular Minutes from January 3, 2023 and Work Session from January 10, 2023, approve Vouchers and payroll in the amount of \$1,555,800.19., appoint Tim Batt as a special deputy city attorney on municipal court case MC-2212-004, approve the selection of Atlas Strategic communications as the Communications & Engagement Consultant and authorize the Mayor to sign a professional services agreement contingent upon City Attorney review and approval, authorize the removal of Diane Ballard and to addition of Andrew Quick as authorized signers on the City's checking accounts with Wells Fargo Bank, and authorize Mayor Hall and Council President Quick to sign the amendment document, authorize the Mayor to sign the Amendment to Contract for Animal Shelter Services, modifying the contract entered into on June 22, 2021 between the City of Cody and Park County Animal Shelter. Vote was unanimous.

Council Member Shreve made a motion seconded by Council Member Tamblyn to approve a request from Buck Hall, Cody Racquetball Club to allow alcohol for consumption at the Recreation Center after hours during the Cody Racquetball Classis scheduled for Feb 3, 4, & 5, 2023. Mayor Hall recused himself from the vote. Vote was unanimous from remaining Council Members.

Council Member Shreve made a motion seconded by Council Member Reiter to appoint Josh White to the Planning Zoning and Adjustment Board to complete the term for resigning board member Andrew Murray with the term ending December 31, 2024. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Quick to appoint Paul Leroux. to the Yellowstone Regional Airport Board for a three-year term ending December 31, 2025. Voting in favor were Council Members, Reiter, Fritz, Swett, Quick, Tamblyn and Mayor Hall. Opposed was Council Member Shreve. Motion passed.

Council Member Swett made a motion seconded by Council Member Reiter to appoint Josh Allison, Diane Ballard, Nancy Brown, Kristin Fong, Sue Simpson Gallagher, Rene Huge, Susan Barnett, Angie Payne, Steve Schrepferman and Kathy Thompson to the Cody Public Arts Committee for a three-year term ending December 31, 2025. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Shreve to appoint the following to the Contractor's Board for a three-year term ending December 31, 2025: Todd Evans – HVAC Contractor, Jonathon Robbins and Ray Lozier -Electrical Contractor, Jesse Blankenship Plumbing Contractor and David Barton – General Contractor. Vote was unanimous.

Council Member Reiter made a motion seconded by Council Member Quick to approve the modifications of the condition on the Schoonover Subdivision related to the installation of a pathway along the Robert Street frontage. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Quick to approve Change Order No. 11 for the Wastewater Treatment Facility – Phase 2 Treatment Process Upgrade Project, and authorize the Mayor to sign and exacta all associated documents. Vote was unanimous.

Mayor Hall adjourned the meeting at 7:31 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Thursday, January 19, 2023

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, January 19, 2023 at 3:45 p.m.

Present: Mayor Hall, Council Members Jerry Fritz, Andy Quick, Lee Ann Reiter, Don F. Shreve Jr., Emily Swett, Kelly Tamblyn, City Administrator, Barry Cook, and Administrative Services Officer, Cindy Baker

Absent: None

Mayor Matt Hall called the meeting to order at 3:45 p.m.

Council Member Quick made a motion seconded by Council Member Fritz to approve Resolution 2023-01. A Resolution Authorizing Submission of a Local Government Project ARPA Grants Application to the State Loan and Investment Board on Behalf of the Governing Body for the City of Cody. Vote was unanimous.

Mayor Hall adjourned the Work Session at 4:15 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

City of Cody
Council Proceedings
Thursday, February 2, 2023

A Leadership Summit meeting of the Cody City Council was held at the Buffalo Bill Center of the West on Thursday, February 2, 2023 at 8:30 a.m.

Present: Mayor Matt Hall, Council Members Andrew Quick, Emily Swett, Kelly Tamblyn Lee Ann Reiter, Don F. Shreve Jr., Barry Cook, City Administrator, Scott Kolpitzke, City Attorney and Cindy Baker, Administrative Services Officer.

Absent: Council Member Jerry Fritz

Other Staff: Chuck Baker, Chief of Police, Lt Jason Stafford, Leslie Brumage, Finance Officer, Rick Manchester, Public Facilities, Parks & Recreation Director, Phillip Bowman, Public Works Director and Todd Stowell, City Planner.

Mayor Hall called the meeting to order at 8:30 a.m.

The Governing Body discussed and or reviewed the following topics:

- Mayor & Council’s Code of Conduct; Guidelines; Rules and Responsibilities
- Review Goals and Objectives
- Department Head Presentations

No action was taken.

There being no further discussion, the meeting adjourned at 3:41 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:
Invoice Detail.Input date = 01/31/2023
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
4T SERVICES LLC (133160)				
	0045	BALLISTIC PLATES FOR PATROL	01/18/2023	10,550.00
Total :				10,550.00
Total 4T SERVICES LLC (133160):				10,550.00
APPLIED CONCEPTS, INC (130755)				
	409340	RADARS FOR NEW POLICE VEHICLES	10/19/2022	5,173.00
Total :				5,173.00
Total APPLIED CONCEPTS, INC (130755):				5,173.00
BIG HORN ROOFING, INC (1200)				
	20000	ROOF REPAIRS - REC CENTER	01/04/2023	591.18
Total :				591.18
Total BIG HORN ROOFING, INC (1200):				591.18
BORDER STATES INDUSTRIES, INC (1420)				
	925686555	ARRESTOR GROUND LUG	01/25/2023	1,093.00
Total :				1,093.00
Total BORDER STATES INDUSTRIES, INC (1420):				1,093.00
CENTURY LINK (10091)				
	01192023	PHONE CHARGES - SCHOOL RESOURCE OFFICER	01/19/2023	48.87
Total :				48.87
Total CENTURY LINK (10091):				48.87
CONCRETE AND UP INC (132276)				
	2021023	TRAIL REPAIR AT CHAMBER OF COMMERCE	01/19/2023	4,550.00
Total :				4,550.00
Total CONCRETE AND UP INC (132276):				4,550.00
DALTON, SAMANTHA (132709)				
	15.1940.35	REFUND CREDIT BALANCE	01/25/2023	750.00
Total :				750.00
Total DALTON, SAMANTHA (132709):				750.00
DELL MARKETING (3520)				
	20094633347087	COMPUTERS	01/19/2023	3,200.00
	20094633347087	COMPUTERS	01/19/2023	1,800.00
	20094633347087	COMPUTERS	01/19/2023	1,800.00
	20094633347087	COMPUTERS	01/19/2023	3,000.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	20094633347087	COMPUTERS	01/19/2023	1,411.50
	2009463349547	(2) POWER EDGE 350	01/19/2023	7,701.00
Total :				18,912.50
Total DELL MARKETING (3520):				18,912.50
ELECTRICAL ALLY, INC. (129214)				
	7094	OUTDOOR LIGHT REPAIR	11/18/2022	191.00
	7094	OUTDOOR LIGHT REPAIR	11/18/2022	191.00-
Total :				.00
Total ELECTRICAL ALLY, INC. (129214):				.00
ELECTRO TEST AND MAINTENANCE, INC. (4060)				
	22-217	PENDLEY SUBSTATION MAINTENANCE	12/13/2022	57,706.27
Total :				57,706.27
Total ELECTRO TEST AND MAINTENANCE, INC. (4060):				57,706.27
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	530669	COLIFORM TESTING	01/23/2023	165.00
DEPARTMENT 6250	530669	COLIFORM TESTING	01/23/2023	165.00-
DEPARTMENT 6250	530696	COLIFORM TESTING	01/23/2023	165.00
DEPARTMENT 6250	530697	COLIFORM TESTING	01/23/2023	165.00
Total :				330.00
Total ENERGY LABORATORIES, INC (4120):				330.00
FIRE PROTECTION SERVICE CORPORATION (133049)				
MOUNTAIN ALARM SECURITY	405366	REPAIRS TO FIRE ALARM SYSTEM	01/09/2023	51.25
Total :				51.25
Total FIRE PROTECTION SERVICE CORPORATION (133049):				51.25
FREMAREK INC (132905)				
MID-AMERICAN RESEARCH CHEMICA	0780808-IN	CLEANING SUPPLIES	01/13/2023	204.37
Total :				204.37
Total FREMAREK INC (132905):				204.37
H B I INSURANCE (12306)				
	3776	SURETY BOND - COUNCIL PRESIDENT	01/13/2023	170.00
	3794	EMPLOYEE BOND - CHIEF BAKER	01/30/2023	100.00
Total :				270.00
Total H B I INSURANCE (12306):				270.00
HASKELL'S INC (133161)				
HASKELL FURNITURE & FLOORING	232160	CITY HALL CARPET REPLACEMENT	01/24/2023	59,475.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				59,475.98
Total HASKELL'S INC (133161):				59,475.98
HERNANDEZ, GUADALUPE (133151)				
	01102023	WITNESS FEES AND MILEAGE REIMBURSEMENT	01/10/2023	51.88
	01102023	WITNESS FEES AND MILEAGE REIMBURSEMENT	01/10/2023	51.88
	01102023	WITNESS FEES MC-2209-042	01/10/2023	51.88
Total :				51.88
Total HERNANDEZ, GUADALUPE (133151):				51.88
ITRON, INC (128401)				
	639522	ANNUAL MAINTENANCE	01/12/2023	2,806.05
	639522	ANNUAL MAINTENANCE	01/12/2023	2,806.05
Total :				5,612.10
Total ITRON, INC (128401):				5,612.10
J & S CORPORATION (1160)				
BIG HORN GLASS	41279	REPLACE NICHOL MALL DOOR	01/13/2023	5,975.00
Total :				5,975.00
Total J & S CORPORATION (1160):				5,975.00
LEISURE IN MONTANA INC (131545)				
	SAL24949-1	CHEMICALS AND REAGENTS FOR POOL	01/18/2023	150.08
	SAL24949-1	CHEMICALS AND REAGENTS FOR POOL	01/18/2023	150.09
Total :				300.17
Total LEISURE IN MONTANA INC (131545):				300.17
LITTLE ROCK INC (132529)				
DBA G & L WATER	53.1009.10	HYDRANT METER DEPOSIT REFUND	01/10/2023	106.52
Total :				106.52
Total LITTLE ROCK INC (132529):				106.52
LOPEZ, WHITNEE (133154)				
	01102023	WITNESS FEES - MC-2209-042	01/10/2023	15.00
Total :				15.00
Total LOPEZ, WHITNEE (133154):				15.00
NATIONAL MEDICAL SERVICES INC (129797)				
NMS LABS	1196755	RETURN SHIPPING FOR LAB SPECIMENS	12/31/2022	114.00
NMS LABS	1197756	EVIDENCE PROCESSING CASE #22-875	12/31/2022	406.00
Total :				520.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total NATIONAL MEDICAL SERVICES INC (129797):				520.00
OLLA WORLDWIDE LLC (132971)				
THE MAID UP	1379	CUSTODIAL SERVICES	01/16/2023	913.12
THE MAID UP	1379	CUSTODIAL SERVICES	01/16/2023	913.12
THE MAID UP	1379	CUSTODIAL SERVICES	01/16/2023	913.12
Total :				2,739.36
Total OLLA WORLDWIDE LLC (132971):				2,739.36
OLSEN, BARBARA (133156)				
	14.2310.34	UTILITY DEPOSIT REFUND	01/12/2023	200.00
	14.2310.34	REFUND CREDIT BALANCE	01/12/2023	144.69
Total :				344.69
Total OLSEN, BARBARA (133156):				344.69
PARK COUNTY ANIMAL SHELTER (5120)				
	02012023	ANIMAL SERVICE CONTRACT - FEBRUARY 2023	02/01/2023	4,166.67
Total :				4,166.67
Total PARK COUNTY ANIMAL SHELTER (5120):				4,166.67
PARK DISTRICT COURT (132610)				
	12423	GARNISHMENT Civil #29877	01/24/2023	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
PERKINS, JAMES (133158)				
	13.2645.14	REFUND PORTIONOF CREDIT FROM OVERPAYMENTS	01/18/2023	750.00
	13.2645.14	REFUND PORTIONOF CREDIT FROM OVERPAYMENTS	01/18/2023	750.00-
	13.2645.14 1	REFUND PORTION OF CREDIT FROM OVERPAYMENTS	01/18/2023	750.00
Total :				750.00
Total PERKINS, JAMES (133158):				750.00
RENAUD, LEAH (133153)				
	01112023	WITNESS FEES - MC-2210-032	01/11/2023	15.00
Total :				15.00
Total RENAUD, LEAH (133153):				15.00
RIVES, BRITTNEY (130584)				
	01102023	WITNESS FEES - MC-2209-042	01/10/2023	15.00
Total :				15.00
Total RIVES, BRITTNEY (130584):				15.00
ROCKY MOUNTAIN POWER (7570)				
	01202023	UTILITIES	01/20/2023	29.25

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01202023	UTILITIES	01/20/2023	320.25
Total :				349.50
Total ROCKY MOUNTAIN POWER (7570):				349.50
RULE STEEL TANKS, INC (129045)				
	0040483-IN	110 DUMPSTERS PLUS SHIPPING	12/09/2022	118,960.00
Total :				118,960.00
Total RULE STEEL TANKS, INC (129045):				118,960.00
SKAGGS COMPANIES (131474)				
	450_A_151470_1	BALLISTIC VEST NEW OFFICER	01/04/2023	1,060.85
Total :				1,060.85
Total SKAGGS COMPANIES (131474):				1,060.85
SOSA, GAEL (133157)				
	01122023	MILEAGE - JULY 2022 THROUGH DECEMBER 2022	01/12/2023	20.34
Total :				20.34
Total SOSA, GAEL (133157):				20.34
SPECIAL OPERATIONS GROUP INC (126902)				
	27557	REPAIRS TO BOMB TRAILER	10/03/2022	637.46
Total :				637.46
Total SPECIAL OPERATIONS GROUP INC (126902):				637.46
STELLA-JONES CORPORATION (6480)				
	90070210	WRC POLES	01/10/2023	18,798.89
	90070210	WRC POLES	01/10/2023	18,798.89
	90070210	WRC POLES	01/10/2023	9,568.76
	90070210	WRC POLES	01/10/2023	18,798.89-
	90070210	WRC POLES	01/10/2023	18,798.89-
	90070210	WRC POLES	01/10/2023	9,568.76-
	90070210 1	WRC POLES	01/10/2023	18,798.89
	90070210 1	WRC POLES	01/10/2023	18,798.89
	90070210 1	WRC POLES	01/10/2023	9,567.76
Total :				47,165.54
Total STELLA-JONES CORPORATION (6480):				47,165.54
STINSON, GLEN (133155)				
	5086	REFUND OF WATER CRANE BALANCE	01/12/2023	200.00
Total :				200.00
Total STINSON, GLEN (133155):				200.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16040	OUTSOURCE BILLS	01/18/2023	11.80

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADVANCED INFO SYSTEMS	16040	OUTSOURCE BILLS	01/18/2023	74.72
ADVANCED INFO SYSTEMS	16040	OUTSOURCE BILLS	01/18/2023	66.85
ADVANCED INFO SYSTEMS	16040	OUTSOURCE BILLS	01/18/2023	66.85
ADVANCED INFO SYSTEMS	16040	OUTSOURCE BILLS	01/18/2023	86.52
ADVANCED INFO SYSTEMS	16040	OUTSOURCE BILLS	01/18/2023	86.52
ADVANCED INFO SYSTEMS	16041	OUTSOURCE BILLS	01/20/2023	5.24
ADVANCED INFO SYSTEMS	16041	OUTSOURCE BILLS	01/20/2023	33.17
ADVANCED INFO SYSTEMS	16041	OUTSOURCE BILLS	01/20/2023	29.68
ADVANCED INFO SYSTEMS	16041	OUTSOURCE BILLS	01/20/2023	29.68
ADVANCED INFO SYSTEMS	16041	OUTSOURCE BILLS	01/20/2023	38.40
ADVANCED INFO SYSTEMS	16041	OUTSOURCE BILLS	01/20/2023	38.39
Total :				567.82
Total SYSTEMS GRAPHICS INC (129162):				567.82
TAMBLYN, KELLY (133163)				
	2021750316	WAM WINTER CONVENTION - FUEL	01/24/2023	21.02
	28760104	WAM WINTER CONVENTION - LODGING	01/29/2023	114.98
	29291323	WAM WINTER CONVENTION - LODGING	01/28/2023	330.64
	574318206	WAM WINTER CONVENTION - FUEL	01/26/2023	38.50
	98166	WAM WINTER CONVENTION - FUEL	01/25/2023	50.00
Total :				555.14
Total TAMBLYN, KELLY (133163):				555.14
THE OFFICE SHOP INC (7440)				
	227930	Copier Contract	01/26/2023	125.72
	227930	Copier Contract	01/26/2023	115.25
	227930	Copier Contract	01/26/2023	115.25
	227930	Copier Contract	01/26/2023	115.25
	227930	Copier Contract	01/26/2023	115.25
	227930	Copier Contract	01/26/2023	115.25
	227930	Copier Contract	01/26/2023	115.25
	227930	Copier Contract	01/26/2023	115.25
	227930	Copier Contract	01/26/2023	115.23
	227931	COPIER CONTRACT - CITY SHOP	01/26/2023	10.93
	227931	COPIER CONTRACT - CITY SHOP	01/26/2023	10.93
	227931	COPIER CONTRACT - CITY SHOP	01/26/2023	9.64
	227931	COPIER CONTRACT - CITY SHOP	01/26/2023	10.93
	227931	COPIER CONTRACT - CITY SHOP	01/26/2023	10.93
	227931	COPIER CONTRACT - CITY SHOP	01/26/2023	10.91
	227932	COPIER CONTRACT - AQUATIC/REC CENTER	01/26/2023	451.04
	227932	COPIER CONTRACT - AQUATIC/REC CENTER	01/26/2023	451.04
Total :				2,014.05
Total THE OFFICE SHOP INC (7440):				2,014.05
THOMAS, LYNN (133152)				
	01112023	WITNESS FEES - MC-2210-032	01/11/2023	15.00
Total :				15.00
Total THOMAS, LYNN (133152):				15.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
VAN AUKEN, TRUTH (131597)				
	01302023	PERSONAL TRAINING SERVICES	01/30/2023	159.60
Total :				159.60
Total VAN AUKEN, TRUTH (131597):				159.60
WAGNER, MIRANDA (133162)				
	49184689	REC CENTER REFUND	01/30/2023	120.00
Total :				120.00
Total WAGNER, MIRANDA (133162):				120.00
WELLS FARGO COMMERICAL CARD (132565)				
	01232023	Car Wash	01/23/2023	9.00
	01232023	Car Wash	01/23/2023	9.00
	01232023	MARKING PAINT	01/23/2023	59.94
	01232023	adapter C08	01/23/2023	17.76
	01232023	Cleaning	01/23/2023	11.99
	01232023	ethernet cables and floor cord cover	01/23/2023	124.78
	01232023	Chain	01/23/2023	21.00
	01232023	winch line and valve F02	01/23/2023	37.88
	01232023	coupler streets	01/23/2023	136.11
	01232023	ASAP	01/23/2023	28.24
	01232023	Pesticide Training	01/23/2023	32.76
	01232023	Hand tools	01/23/2023	350.97
	01232023	Flower seed	01/23/2023	229.20
	01232023	Car Wash	01/23/2023	9.00
	01232023	ASAP supplies	01/23/2023	60.27
	01232023	Coffee, creamer, napkins, paper towels	01/23/2023	179.58
	01232023	Pesticide Training	01/23/2023	188.00
	01232023	relay G04	01/23/2023	14.09
	01232023	propane	01/23/2023	28.00
	01232023	Utilities	01/23/2023	424.34
	01232023	Utilities	01/23/2023	.18
	01232023	Utilities	01/23/2023	5.55
	01232023	Utilities	01/23/2023	1,032.02
	01232023	Utilities	01/23/2023	15,291.73
	01232023	Utilities	01/23/2023	149.34
	01232023	spray paint	01/23/2023	8.59
	01232023	rotary dues three months	01/23/2023	408.00
	01232023	flip charts for council retreat	01/23/2023	48.40
	01232023	CREDIT for early return of rental car	01/23/2023	162.75-
	01232023	C17 car wash	01/23/2023	9.00
	01232023	light bulbs for Council Chambers	01/23/2023	47.95
	01232023	bulbs for city hall	01/23/2023	451.09
	01232023	Overdose Death Investigation Training - C03 Rental Car	01/23/2023	447.42
	01232023	kids programs	01/23/2023	20.85
	01232023	UA/Evidence to Lab	01/23/2023	7.38
	01232023	flush valve for rec center	01/23/2023	167.25
	01232023	auger in auditorium	01/23/2023	599.88
	01232023	repair broken water line at Auditorium	01/23/2023	415.02
	01232023	plumbing supplies in Women's bathroom at Nichol Mall	01/23/2023	9.59
	01232023	custodial supplies	01/23/2023	204.37
	01232023	UA/Evidence to Lab	01/23/2023	7.38
	01232023	Hand tools	01/23/2023	74.01
	01232023	filter for air purfier	01/23/2023	68.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	Shop supplies	01/23/2023	6.99
	01232023	adobe pro	01/23/2023	538.79
	01232023	Kids Programs	01/23/2023	70.73
	01232023	Pesticide training	01/23/2023	28.80
	01232023	light bulbs for Rec Center	01/23/2023	174.88
	01232023	racquetball tournament	01/23/2023	997.50
	01232023	adapters	01/23/2023	99.20
	01232023	nitrile gloves	01/23/2023	132.00
	01232023	Shop supplies	01/23/2023	35.99
	01232023	grease	01/23/2023	159.80
	01232023	shop towels	01/23/2023	51.96
	01232023	fittings	01/23/2023	35.25
	01232023	curb box lids	01/23/2023	151.35
	01232023	C04 car wash	01/23/2023	9.00
	01232023	HEATER REPAIR	01/23/2023	198.00
	01232023	drive belt for tread mill	01/23/2023	75.56
	01232023	Index Dividers	01/23/2023	29.20
	01232023	Toner	01/23/2023	25.58
	01232023	Cody Hot Line School registration	01/23/2023	900.00
	01232023	C06 car wash	01/23/2023	9.00
	01232023	spray paing	01/23/2023	51.54
	01232023	Shop supplies	01/23/2023	14.99
	01232023	fitting G11	01/23/2023	61.56
	01232023	EPOXY	01/23/2023	14.98
	01232023	STAPLE GUN	01/23/2023	28.99
	01232023	Sgt Stripes for Inventory	01/23/2023	102.90
	01232023	Shop supplies	01/23/2023	55.84
	01232023	coffee and filters	01/23/2023	138.86
	01232023	def fluid	01/23/2023	766.60
	01232023	fitness equipment	01/23/2023	159.49
	01232023	bleach	01/23/2023	11.94
	01232023	toilet paper lab	01/23/2023	32.98
	01232023	surface cleaners	01/23/2023	8.97
	01232023	Planner VM	01/23/2023	10.67
	01232023	Planners Streets	01/23/2023	18.65
	01232023	Planner SW	01/23/2023	7.98
	01232023	Planner W	01/23/2023	7.98
	01232023	Planner WW	01/23/2023	7.98
	01232023	Planner EL	01/23/2023	7.98
	01232023	Office Supplies	01/23/2023	15.99
	01232023	CALCULATOR,LABELER	01/23/2023	58.69
	01232023	COFFEE, PLATES	01/23/2023	97.31
	01232023	toilet paper,towels	01/23/2023	73.72
	01232023	markers,push pins	01/23/2023	27.34
	01232023	batteries	01/23/2023	92.88
	01232023	totes to hold custodial supplies	01/23/2023	520.19
	01232023	Overdose Death Investigation Training - C03 Seat Assignment	01/23/2023	16.00
	01232023	fitness equipment	01/23/2023	447.84
	01232023	Uniform embroidery	01/23/2023	324.00
	01232023	C19 car wash	01/23/2023	6.40
	01232023	Overdose Death Investigation Training - C03 Seat Assignment	01/23/2023	16.00
	01232023	G04 Glass	01/23/2023	152.91
	01232023	file folders - utility billing customers	01/23/2023	59.96
	01232023	Overdose Death Investigation Training - C03 Flight	01/23/2023	738.25
	01232023	fitness equipment	01/23/2023	62.99
	01232023	gloves	01/23/2023	37.99
	01232023	battery tender	01/23/2023	37.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	Spray Bottle Tops	01/23/2023	32.99
	01232023	Batteries	01/23/2023	24.61
	01232023	Whiteout and pens	01/23/2023	34.35
	01232023	Overdose Death Investigation Training - C03 Flight	01/23/2023	14.00
	01232023	C21 car wash	01/23/2023	9.00
	01232023	airline ticket relating to travel for SSCODY	01/23/2023	141.16
	01232023	blue tooth adapter	01/23/2023	9.49
	01232023	Overdose Death Investigation Training - C03 Flight	01/23/2023	12.00
	01232023	airline ticket relating to travel for SSCODY	01/23/2023	617.41
	01232023	propane	01/23/2023	44.00
	01232023	travel insurance relating to trip for SS Cody	01/23/2023	60.08
	01232023	Paint	01/23/2023	53.79
	01232023	Key blanks	01/23/2023	129.49
	01232023	repair tape	01/23/2023	11.86
	01232023	Recirculation pump motor	01/23/2023	594.90
	01232023	Uniform Embroidery C18	01/23/2023	22.00
	01232023	subscription government jobs for posting vacancies	01/23/2023	152.60
	01232023	subscription government jobs for posting vacancies	01/23/2023	393.69
	01232023	subscription government jobs for posting vacancies	01/23/2023	75.57
	01232023	subscription government jobs for posting vacancies	01/23/2023	45.42
	01232023	subscription government jobs for posting vacancies	01/23/2023	45.42
	01232023	subscription government jobs for posting vacancies	01/23/2023	182.06
	01232023	subscription government jobs for posting vacancies	01/23/2023	167.76
	01232023	subscription government jobs for posting vacancies	01/23/2023	45.42
	01232023	subscription government jobs for posting vacancies	01/23/2023	152.60
	01232023	subscription government jobs for posting vacancies	01/23/2023	75.54
	01232023	subscription government jobs for posting vacancies	01/23/2023	45.42
	01232023	subscription government jobs for posting vacancies	01/23/2023	132.68
	01232023	Russian Olive	01/23/2023	14.99
	01232023	drano, repair parts	01/23/2023	23.97
	01232023	Pest control	01/23/2023	37.98
	01232023	F01 light	01/23/2023	89.84
	01232023	Eye wash	01/23/2023	38.99
	01232023	File tabs	01/23/2023	7.24
	01232023	Mutt Mitts	01/23/2023	3,523.30
	01232023	Duty sunglasses C18	01/23/2023	143.52
	01232023	Paint	01/23/2023	25.77
	01232023	C24 car wash	01/23/2023	6.75
	01232023	Overdose Death Investigation Training - C03 Trip Insurance	01/23/2023	47.99
	01232023	Shop supplies	01/23/2023	6.99
	01232023	Uniform embroidery	01/23/2023	58.00
	01232023	filter C08, fittings C01	01/23/2023	166.15
	01232023	Software annual subscription	01/23/2023	853.88
	01232023	Software annual subscription	01/23/2023	3,130.88
	01232023	Software annual subscription	01/23/2023	569.25
	01232023	Software annual subscription	01/23/2023	284.62
	01232023	Software annual subscription	01/23/2023	284.62
	01232023	Software annual subscription	01/23/2023	2,561.62
	01232023	Software annual subscription	01/23/2023	853.88
	01232023	Software annual subscription	01/23/2023	569.25
	01232023	Software annual subscription	01/23/2023	284.62
	01232023	Software annual subscription	01/23/2023	1,992.38
	01232023	Software annual subscription	01/23/2023	4,554.00
	01232023	Software annual subscription	01/23/2023	3,415.50
	01232023	Software annual subscription	01/23/2023	9,108.00
	01232023	Eye Wash	01/23/2023	39.00
	01232023	C10 car wash	01/23/2023	9.00
	01232023	Hand held vacuum	01/23/2023	48.68

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	credit for mis-charge on card	01/23/2023	5,250.00-
	01232023	Utilities	01/23/2023	3,134.42
	01232023	Utilities	01/23/2023	2,819.12
	01232023	Utilities	01/23/2023	387.46
	01232023	Utilities	01/23/2023	590.24
	01232023	Utilities	01/23/2023	675.34
	01232023	Utilities	01/23/2023	2,296.63
	01232023	Utilities	01/23/2023	1,510.35
	01232023	Utilities	01/23/2023	.18
	01232023	Utilities	01/23/2023	6,400.81
	01232023	Utilities	01/23/2023	6,390.18
	01232023	Utilities	01/23/2023	17.42
	01232023	Utilities	01/23/2023	815.30
	01232023	Utilities	01/23/2023	1,252.44
	01232023	Utilities	01/23/2023	1,252.44
	01232023	Utilities	01/23/2023	385.80
	01232023	Utilities	01/23/2023	820.83
	01232023	Utilities	01/23/2023	45.45
	01232023	Utilities	01/23/2023	16.00
	01232023	Utilities	01/23/2023	37.23
	01232023	Utilities	01/23/2023	14.12
	01232023	Utilities	01/23/2023	12.16
	01232023	Utilities	01/23/2023	12.16
	01232023	Utilities	01/23/2023	12.16
	01232023	Utilities	01/23/2023	12.16
	01232023	Utilities	01/23/2023	12.14
	01232023	paint	01/23/2023	25.77
	01232023	Paint return, credit	01/23/2023	8.59-
	01232023	Paint	01/23/2023	56.53
	01232023	cable ties	01/23/2023	60.98
	01232023	Security Contract	01/23/2023	75.98
	01232023	Security Contract	01/23/2023	37.99
	01232023	Security Contract	01/23/2023	37.98
	01232023	Utilities	01/23/2023	.77-
	01232023	Utilities	01/23/2023	41.24
	01232023	Utilities	01/23/2023	41.24
	01232023	Utilities	01/23/2023	111.16
	01232023	Utilities	01/23/2023	571.99
	01232023	Utilities	01/23/2023	122.49
	01232023	Utilities	01/23/2023	41.24
	01232023	Utilities	01/23/2023	41.24
	01232023	Utilities	01/23/2023	710.15
	01232023	Utilities	01/23/2023	164.96
	01232023	Utilities	01/23/2023	32.17
	01232023	Utilities	01/23/2023	106.20
	01232023	Utilities	01/23/2023	48.18
	01232023	Utilities	01/23/2023	242.52
	01232023	Utilities	01/23/2023	40.01
	01232023	Utilities	01/23/2023	70.03
	01232023	Utilities	01/23/2023	122.49
	01232023	Utilities	01/23/2023	233.54
	01232023	Utilities	01/23/2023	40.01
	01232023	Utilities	01/23/2023	41.24
	01232023	Utilities	01/23/2023	39.90
	01232023	Utilities	01/23/2023	13.61
	01232023	Utilities	01/23/2023	132.28
	01232023	Utilities	01/23/2023	13.07
	01232023	Utilities	01/23/2023	13.61

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	Utilities	01/23/2023	96.15
	01232023	Utilities	01/23/2023	52.06
	01232023	Utilities	01/23/2023	14.02
	01232023	Utilities	01/23/2023	96.15
	01232023	Utilities	01/23/2023	36.14
	01232023	Utilities	01/23/2023	297.03
	01232023	Utilities	01/23/2023	136.97
	01232023	Office Supplies	01/23/2023	7.75
	01232023	G04 glass	01/23/2023	296.81
	01232023	Acoustic tubes for ear moulds	01/23/2023	79.50
	01232023	updated state statute code books	01/23/2023	547.36
	01232023	Uniform laundering C16	01/23/2023	5.60
	01232023	pool repair cement	01/23/2023	189.96
	01232023	Pest control	01/23/2023	25.49
	01232023	lab water	01/23/2023	7.18
	01232023	floor cleaner, filter	01/23/2023	38.97
	01232023	Shop supplies	01/23/2023	23.55
	01232023	Shop supplies	01/23/2023	15.36
	01232023	Utilities	01/23/2023	80.45
	01232023	Utilities	01/23/2023	87.99
	01232023	Utilities	01/23/2023	1,617.76
	01232023	Utilities	01/23/2023	56.45
	01232023	Utilities	01/23/2023	194.43
	01232023	Utilities	01/23/2023	544.11
	01232023	Utilities	01/23/2023	544.11
	01232023	Utilities	01/23/2023	72.40
	01232023	Utilities	01/23/2023	87.99
	01232023	Utilities	01/23/2023	194.43
	01232023	Utilities	01/23/2023	159.00
	01232023	Utilities	01/23/2023	200.33
	01232023	Utilities	01/23/2023	98.35
	01232023	Utilities	01/23/2023	89.50
	01232023	duct tape	01/23/2023	13.49
	01232023	C04 car wash	01/23/2023	9.00
	01232023	Notary Journals	01/23/2023	21.63
	01232023	B12 parts	01/23/2023	171.13
	01232023	Gas	01/23/2023	10.01
	01232023	Shop supplies	01/23/2023	17.99
	01232023	C09 car wash	01/23/2023	9.00
	01232023	wellness rewards	01/23/2023	39.91
	01232023	wellness rewards	01/23/2023	79.82
	01232023	wellness rewards	01/23/2023	15.35
	01232023	wellness rewards	01/23/2023	15.35
	01232023	wellness rewards	01/23/2023	21.49
	01232023	wellness rewards	01/23/2023	39.91
	01232023	wellness rewards	01/23/2023	33.77
	01232023	wellness rewards	01/23/2023	12.28
	01232023	wellness rewards	01/23/2023	33.70
	01232023	wellness rewards	01/23/2023	18.42
	01232023	wellness rewards	01/23/2023	9.21
	01232023	wellness rewards	01/23/2023	28.19
	01232023	Shop supplies	01/23/2023	29.97
	01232023	printer	01/23/2023	1,222.68
	01232023	B12 parts	01/23/2023	11.15
	01232023	D14 parts	01/23/2023	8.43
	01232023	thermometer for temp checks for fridge and dishwasher	01/23/2023	60.89
	01232023	kidz program supplies	01/23/2023	34.48
	01232023	C01 parts	01/23/2023	645.11

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	C05 car wash	01/23/2023	9.00
	01232023	Meal C23	01/23/2023	23.25
	01232023	Meal C19	01/23/2023	23.25
	01232023	Hyd fittings sanitation	01/23/2023	139.68
	01232023	G06 parts	01/23/2023	17.64
	01232023	Desk calendar C01	01/23/2023	14.08
	01232023	light bulbs for Auditorium	01/23/2023	201.29
	01232023	Flashlight	01/23/2023	21.95
	01232023	Boots	01/23/2023	106.25
	01232023	C23 car wash	01/23/2023	9.00
	01232023	light bulbs for Rec	01/23/2023	150.25
	01232023	propane	01/23/2023	24.40
	01232023	Risk assessments	01/23/2023	199.67
	01232023	Annual membership C31	01/23/2023	25.00
	01232023	drinking water	01/23/2023	20.97
	01232023	C16 car wash	01/23/2023	9.00
	01232023	kids program supplies	01/23/2023	14.90
	01232023	red cross lifeguarding enroll	01/23/2023	650.00
	01232023	grinder	01/23/2023	89.99
	01232023	battery warranty A19, filters A03 A08 A04 A21 A05	01/23/2023	146.60-
	01232023	wipers D11 D12, filters B14	01/23/2023	92.69
	01232023	filters and oil C05 G19 capsule B13	01/23/2023	132.33
	01232023	batteries B40 E06	01/23/2023	397.86
	01232023	C20 car wash	01/23/2023	9.00
	01232023	1" valves	01/23/2023	1,516.40
	01232023	B29 parts	01/23/2023	242.16
	01232023	Firearm clearing cans	01/23/2023	2,337.74
	01232023	D14 parts	01/23/2023	23.86
	01232023	C17 car wash	01/23/2023	9.00
	01232023	Locktite for firearms mounts	01/23/2023	11.98
	01232023	marketing ads radio	01/23/2023	289.00
	01232023	repairs to lockers	01/23/2023	67.94
	01232023	Shop supplies	01/23/2023	17.18
	01232023	weather strip for ASAP door	01/23/2023	22.99
	01232023	Rental Christmas decorations	01/23/2023	276.38
	01232023	repair for men's toilet at rec	01/23/2023	7.80
	01232023	Cheyenne for Federal Court - Gas	01/23/2023	44.94
	01232023	Paint	01/23/2023	122.44
	01232023	antifreeze	01/23/2023	62.94
	01232023	Duty jacket RETURN C27	01/23/2023	216.00-
	01232023	keys for nichol mall door	01/23/2023	16.74
	01232023	guard chair parts	01/23/2023	510.00
	01232023	UA/Evidence to Lab	01/23/2023	7.38
	01232023	FR pants;shirts	01/23/2023	430.44
	01232023	propane	01/23/2023	34.84
	01232023	photo wall of champions	01/23/2023	5.88
	01232023	volleyball poles	01/23/2023	546.00
	01232023	volleyball poles	01/23/2023	546.00
	01232023	nuts and bolts	01/23/2023	12.04
	01232023	2x4s	01/23/2023	32.73
	01232023	Uniform embroidery C27, C28	01/23/2023	114.00
	01232023	nuts and bolts	01/23/2023	3.93
	01232023	vice	01/23/2023	104.99
	01232023	vacancy CEO	01/23/2023	126.75
	01232023	apprentice lineman vacancy ad	01/23/2023	41.00
	01232023	nuts and bolts return	01/23/2023	2.01-
	01232023	Federal Court, Cheyenne C23 - Meal	01/23/2023	22.77
	01232023	Batteries	01/23/2023	7.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	Chains E01	01/23/2023	2,809.20
	01232023	C22 car wash	01/23/2023	9.00
	01232023	Office Supplies	01/23/2023	9.49
	01232023	nuts, bolts screws for basketball backboard cushions	01/23/2023	3.87
	01232023	Kleenex, office Supplies	01/23/2023	24.72
	01232023	Uniform laundering C16	01/23/2023	11.20
	01232023	C06&C08 chains	01/23/2023	5,618.40
	01232023	C14 car wash	01/23/2023	11.00
	01232023	Chains E02	01/23/2023	2,809.20
	01232023	C07 parts	01/23/2023	549.04
	01232023	Keys for Nichol Mall	01/23/2023	27.90
	01232023	Office Supplies	01/23/2023	4.99
	01232023	Weed/pest control	01/23/2023	118.33
	01232023	Moulding	01/23/2023	47.98
	01232023	Downtown planters	01/23/2023	1,054.40
	01232023	Chains E05	01/23/2023	2,809.20
	01232023	pool chemicals and reagents	01/23/2023	237.43
	01232023	pool chemicals and reagents	01/23/2023	237.42
	01232023	Office Supply	01/23/2023	5.24
	01232023	Tiny Tots	01/23/2023	12.68
	01232023	Office Supplies	01/23/2023	14.69
	01232023	Shop supplies	01/23/2023	3.87
	01232023	Office Supplies	01/23/2023	6.74
	01232023	Hyd fittings	01/23/2023	6.58
	01232023	Custom Vest Carrier C09 & C18	01/23/2023	641.00
	01232023	Discovery to Assistant US Atty	01/23/2023	65.39
	01232023	C10 car wash	01/23/2023	9.00
	01232023	C11 car wash	01/23/2023	5.28
	01232023	Annual software subscription	01/23/2023	189.38
	01232023	Annual software subscription	01/23/2023	694.38
	01232023	Annual software subscription	01/23/2023	126.25
	01232023	Annual software subscription	01/23/2023	63.12
	01232023	Annual software subscription	01/23/2023	63.12
	01232023	Annual software subscription	01/23/2023	568.12
	01232023	Annual software subscription	01/23/2023	189.38
	01232023	Annual software subscription	01/23/2023	126.25
	01232023	Annual software subscription	01/23/2023	63.12
	01232023	Annual software subscription	01/23/2023	441.88
	01232023	Annual software subscription	01/23/2023	1,010.00
	01232023	Annual software subscription	01/23/2023	757.50
	01232023	Annual software subscription	01/23/2023	2,020.00
	01232023	C04 car wash	01/23/2023	9.00
	01232023	Hyd fittings	01/23/2023	125.44
	01232023	IRS Reporting Forms	01/23/2023	57.78
	01232023	cleaner	01/23/2023	27.96
	01232023	Shop supplies	01/23/2023	8.49
	01232023	Tool box	01/23/2023	7.99
	01232023	C03 parts	01/23/2023	476.10
	01232023	sign blanks	01/23/2023	1,762.48
	01232023	H02 parts	01/23/2023	1,913.24
	01232023	Shop supplies	01/23/2023	19.98
	01232023	B40 parts	01/23/2023	26.64
	01232023	C01 car was	01/23/2023	11.00
	01232023	auger men's sink at Aud	01/23/2023	599.88
	01232023	auger sewer in Chamber building	01/23/2023	353.00
	01232023	C25 car wash	01/23/2023	9.00
	01232023	keys for door locks	01/23/2023	20.72
	01232023	kidz program supplies	01/23/2023	7.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	kidz program supplies	01/23/2023	3.00
	01232023	conduit straps	01/23/2023	20.16
	01232023	G16 parts return	01/23/2023	97.90-
	01232023	plane ticket for NBA All Star Night Event	01/23/2023	554.20
	01232023	C19 car wash	01/23/2023	6.14
	01232023	pintle hitch	01/23/2023	142.95
	01232023	hdmi adapters	01/23/2023	14.95
	01232023	Mower brush	01/23/2023	449.08
	01232023	Snow removal	01/23/2023	410.06
	01232023	plumbing supplies	01/23/2023	16.64
	01232023	plumbing supplies	01/23/2023	16.64
	01232023	water	01/23/2023	14.00
	01232023	G16 parts	01/23/2023	94.85
	01232023	light bulbs for racquetball courts	01/23/2023	116.58
	01232023	Clothing	01/23/2023	54.99
	01232023	Message pads	01/23/2023	21.20
	01232023	Sticky notes	01/23/2023	119.16
	01232023	painting supplies	01/23/2023	36.55
	01232023	G16 parts	01/23/2023	97.90
	01232023	kidz program supplies	01/23/2023	28.69
	01232023	C12 car wash	01/23/2023	9.00
	01232023	Shop supplies	01/23/2023	3.99
	01232023	Hand tools for working on in-car systems	01/23/2023	21.98
	01232023	tailgate pins	01/23/2023	36.90
	01232023	Office Supplies	01/23/2023	9.89
	01232023	Office Supplies	01/23/2023	9.78
	01232023	Annual membership C01	01/23/2023	350.00
	01232023	Mouse pad	01/23/2023	6.73
	01232023	F02 wheel painting	01/23/2023	400.00
	01232023	Sanitation trucks hyd hose	01/23/2023	699.50
	01232023	Shop supplies	01/23/2023	2.60
	01232023	Mower tires	01/23/2023	26.74
	01232023	Yaktrax C19, C27	01/23/2023	74.97
	01232023	Freight, parts Sanitation	01/23/2023	49.80
	01232023	Phone log	01/23/2023	11.99
	01232023	Notary stamp C31	01/23/2023	21.65
	01232023	safety glasses	01/23/2023	42.99
	01232023	battery replacement	01/23/2023	43.80
	01232023	Homicide School C03, C07, C23	01/23/2023	1,227.00
	01232023	Tiny Tots	01/23/2023	15.99
	01232023	sample shipping to CA	01/23/2023	159.15
	01232023	Shop supplies	01/23/2023	7.18
	01232023	C03 car wash	01/23/2023	9.00
	01232023	Irrigation Training partial reimbursement	01/23/2023	300.00-
	01232023	C17 car wash	01/23/2023	9.00
	01232023	Office Supplies	01/23/2023	41.95
	01232023	Tiny Tots materials	01/23/2023	12.99
	01232023	preemployment drug test	01/23/2023	70.00
	01232023	nut driver, chisel, mat	01/23/2023	56.97
	01232023	Duty laces	01/23/2023	5.62
	01232023	Spotify music	01/23/2023	15.99
	01232023	Contractor Board Thank you treats	01/23/2023	26.62
	01232023	NASRO Conference - Flight C09	01/23/2023	618.20
	01232023	Duty shirts C27, C28	01/23/2023	234.00
	01232023	C03 hyd parts	01/23/2023	116.82
	01232023	D13 water pump shipping	01/23/2023	23.77
	01232023	NASRO Conference - Hotel C09	01/23/2023	60.10
	01232023	Shop supplies	01/23/2023	8.82

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	01232023	C03 shipping parts	01/23/2023	20.35
	01232023	D13 water pump	01/23/2023	260.98
	01232023	NASRO Conference - Flight C09	01/23/2023	138.00
	01232023	NASRO Conference - Flight C09	01/23/2023	138.00
	01232023	fuel additive	01/23/2023	50.36
	01232023	Snow plow	01/23/2023	28.17
	01232023	light bulb	01/23/2023	16.87
	01232023	Propane	01/23/2023	26.95
Total :				146,571.19
Total WELLS FARGO COMMERICAL CARD (132565):				146,571.19
WESCO DISTRIBUTION CORP (131137)				
WESCO/KVA/MODERN WHOLESALE	919009	BUSHING COVERS	01/03/2023	548.10
Total :				548.10
Total WESCO DISTRIBUTION CORP (131137):				548.10
WILSHUSEN, THOMAS M (132065)				
	30431146	CLINICAL SERVICES - PHYSICAL	01/13/2023	227.00
Total :				227.00
Total WILSHUSEN, THOMAS M (132065):				227.00
WYOMING ASSOCIATION OF MUNICIPALITIES (10770)				
	17346	WINTER WAM CONFERENCE	01/11/2023	230.00
	17346	WINTER WAM CONFERENCE	01/11/2023	230.00-
	17346 1	WINTER WAM CONFERENCE	01/01/2023	230.00
Total :				230.00
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				230.00
WYOMING ASSOCIATION OF RURAL WATER (10760)				
	18173	WARWS TRAINING	12/06/2022	438.00
	18173	WARWS TRAINING	12/06/2022	219.00
Total :				657.00
Total WYOMING ASSOCIATION OF RURAL WATER (10760):				657.00
WYOMING CHILD SUPPORT (132047)				
	12423	Garnishment Remittance # 227551	01/24/2023	430.15
Total :				430.15
Total WYOMING CHILD SUPPORT (132047):				430.15
WYOMING DEPARTMENT OF TRANSPORTATION (130279)				
WYDOT FINANCIAL SERVICES	139805	RIMBURSEMENT ON COUGAR AVE SCOPING REPORT REVISIONS	01/03/2023	47.97
Total :				47.97
Total WYOMING DEPARTMENT OF TRANSPORTATION (130279):				47.97

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Grand Totals:				501,051.49
		Payroll	01/15/23	274,226.51
		Payroll	01/29/23	278,684.78
		TOTAL		1,053,962.78

BID 2022-18

(1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body



5221 N. Saddle Rock Drive
Phoenix, AZ 85018



Issued To:

City of Cody
Cody City Hall
1338 Rumsey Ave
Cody, WY 82414
Phone: 307-587-2958
Email: rkramer@codywy.gov

Issued By:

Jeremy Johnson
Director, Law Enforcement Division
Phone: 817-291-4956
Email: jeremy@armoredcars.com



TABLE OF CONTENTS BID NO. 2022-18

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2022-18

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)	1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL FORM	3
4. BID SPECIFICATION FORMS	4-9

For more information: City of Cody 307-587-2958

Bid No. 2022-18

(1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body

The City of Cody will receive sealed bids until 2:00 p.m. on 1/19/2023 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available by emailing kylieh@codywy.gov. Direct any questions to Rob Kramer at 587-2958, option 2.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of 5% of the total bid amount.

Dated this 29th Day of December, 2022.

Cynthia Baker
Administrative Services Officer

PUBLISH: January 5th, 2023
January 12th, 2023



INSTRUCTIONS: (1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body
BID REQUEST NUMBER 2022-18

The Bidder agrees to provide a **(1) NEW 2023 OR NEWER 600 4-WHEEL CHASSIS W/ARMORED BODY** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2022-18 City of Cody Specifications Forms pages 4 through 9 to indicate that the item being bid is exactly as specified. All no responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the City of Cody specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

In accordance with the provisions of Section 16-6-101, Section 16-6-102 and Section 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 60 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

All material provided under this bid shall be new and unused. Bid documents may be obtained from:

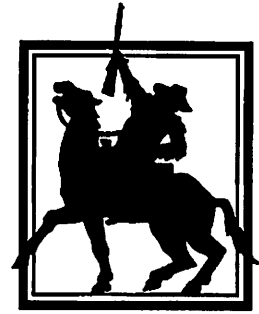
City of Cody
P.O. Box 2200
1338 Rumsey Avenue
Cody, Wyoming 82414
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Drawer 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2022-18, (1) NEW 2023 OR NEWER 600 4-WHEEL DRIVE CHASSIS W/ARMORED BODY**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. on 1/19/2023. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form
Bid 2022-18 (1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body
City of Cody, Wyoming

Mayor and City Council
City of Cody
PO Box 2200
1338 Rumsey Avenue
Cody, WY 82414



CITY OF CODY
WYOMING

The undersigned Bidder agrees to provide **(1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th St. Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	1	BATT X2	\$ <u>250,000.00</u>
Less trade if any:			\$ (<u>N/A</u>)
Net Total Bid			\$ <u>250,000.00</u>

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 60 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon award of bid.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date 01-13-2023

Jeremy Johnson

Signature

Jeremy Johnson

Typed or Printed Name

The Armored Group, LLC

Company

5221 N. Saddle Rock Dr, Phoenix, AZ 85018

Mailing Address

jeremy@armoredcars.com

Email Address

City of Cody

Specifications for (1) New 2023 Chassis

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

A. GENERAL

	YES	NO
1. SIZE: F600 Super Duty DRW Commercial Chassis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. 4-Wheel Drive	<input checked="" type="checkbox"/>	<input type="checkbox"/>

B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: 7.3L V8 Gasoline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ENGINE BLOCK HEATER: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. TRANSMISSION: Heavy duty 10-speed automatic with selectable drive modes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. DIFFERENTIAL: Limited Slip	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. DIFFERENTIAL RATIO: Approximately 4.88	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. ENGINE OIL COOLER: Heavy duty air to oil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. SUSPENSION & RUNNING GEAR

1. SUSPENSION: Mono-beam leaf spring with rear stabilizer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. BRAKES: Heavy duty four-way Anti-Lock Brakes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. WHEELS & TIRES: (5) full size wheels & All-Season radial tires to meet the maximum G.V.W. rating of the vehicle being bid.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. WHEEL BASE: Minimum of 131 inches.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. STEERING: Factory installed power steering.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. FRONT TOW HOOKS: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. GROSS VEHICLE WEIGHT: Minimum G.V.W. of 22,000lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. ELECTRICAL SYSTEM

1. BATTERY: Maintenance free heavy-duty with a min. of 750 CCA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ALTERNATOR: (12) volts, 240 amp minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ELECTRICAL SYSTEM continued**YES NO**

- | | | |
|---|-------------------------------------|--------------------------|
| 3. GAUGES or INDICATORS: Factory installed to monitor alternator function, engine oil pressure and engine temp. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. TRAILER BRAKE CONTROLLER: Integrated w/Wiring harness to the end of frame. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. ELECTRIC HARNESS: 7- wire harness w/sealed connector. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E. BODY & INTERIOR

- | | | |
|--|-------------------------------------|--------------------------|
| 1. WINDSHIELD WIPERS: Multi-speed w/intermittent system. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. RADIO: AM/FM, w/clock. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. WINDOWS: Power Windows. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. LOCKS: Dealer to supply (3) sets of keys. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. STEERING WHEEL: Comfort tilt. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. MIRRORS: Dual outside trailer tow rear view mirrors, mounted below eye level. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. HEATER AND AIR CONDITIONER: Factory installed manual control. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. SEATS: Heavy duty cloth 40/20/40 bench type seat. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. FLOOR MATS: Heavy duty rubber, factory supplied. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. GLASS: Solar Ray Tinted Windows. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

F. MISCELLANEOUS

- | | | |
|---|-------------------------------------|-------------------------------------|
| 1. Full manufacturer's standard warranty. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Dealer order form showing all equipment being bid. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

City of Cody

Specifications for Armored Body

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

A. ARMOR LEVEL

	YES	NO
1. NIJ IV +.50 Cal Ball Ammo	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. 46100 Mil Spec Steel; Cabin, Rear Officer vertical panels	<input checked="" type="checkbox"/>	<input type="checkbox"/>

B. CABIN DOOR DESIGN

1. Two-Door Design for Cabin Entry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. (2) Additional Side Officer Entry Doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Double Rear Doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Front Cabin Doors offer 90° & 45° Lock Outs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Rear Doors Lock Out at 90°	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Exterior Door Gap Protection on All Doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. WINDOWS

1. Bullet Resistant Glass-clad Polycarbonate w/Low Spall Liner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. 66mm Maximum Thickness	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. 2-Piece Windshield	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Heated Front Windshield	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. (2) Front Door Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. (4) Horizontal Windows in Side Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. (2) Rear Door Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. (1) Turret Lid View Window Above Gun Port	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Windows Mounted Externally for Ease of Replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. PROTECTION

1. Armored Firewall Protection Against Shots or Blast Fragments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Full Hood Armor Protection Package	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROTECTION continued**YES NO**

- | | | |
|--|-------------------------------------|--------------------------|
| 3. Traditional Opening Hood. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Fuel Tanks to Include Locking Armored Door | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Fuel Tanks to Have Armored Vertical Protection and Skid Plate | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E. EXTERIOR

- | | | |
|---|-------------------------------------|--------------------------|
| 1. (2) Tow Hooks on Front of BATT and (2) on Rear of BATT | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Tow Hooks on Roof | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Heavy Duty Running Boards | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Heavy Duty Rear Platform | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Additional Rear Bumper Light for Bumper Illumination | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Steel Grab Handles for Riding on Running Boards; Around Roof, on A Pillar & All Doors | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Rear Mounted Roof Access Steps | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Rotating Roof Hatch; 360° Rotation w/Multiple Locking Positions, Counterbalanced Roof Hatch Lid, Heavy Duty Lid Locking System, View Window | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Optic-Ready Gun Ports Rated for NIJ IV +.50 Cal Ball Ammo (11 Total); Each Cabin Door, Additional Passenger Side Door, Each Rear Door, Turret Lid, Driver's Side Wall, Passenger's Side Wall | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Pre-Cut to Fit a 16,500lb Electric Winch System w/Wire Remote | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Pre-Cut for (2) Remote Control LED Spotlights on Rear Corners | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Manual Battering Ram; Adjustable Height, Stores on Side | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Painted Gray | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

F. INTERIOR

- | | | |
|--|-------------------------------------|--------------------------|
| 1. Interior Grab Handles for Stabilization In Cabin & Rear Officer's Area | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. (2) Front Seats; High Back Adjustable, Heavy-Duty Nylon Covering | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Rear Bench Seat; Enclosed Under Seat Storage, Padded w/Padded Back Rests, Heavy-Duty Nylon Covering, Cut-Outs for Backboard Slats | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. (2) Rearward Facing Jump Seats; Heavy-Duty Nylon Covering | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Seat Belts at All Seating Locations | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

INTERIOR continued

	YES	NO
6. Roof Hatch Step Stored Flat in Floor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Large Additional Rear HVAC Unit Mounted in Rear Officer's Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Dual Layer Ceramic-Based Thermal and Noise Cancelling Insulation on Side-walls and Ceiling.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. (2) Exhaust Fans in Rear Compartment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Armored with Blast Mitigating Floor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Painted Gray	<input checked="" type="checkbox"/>	<input type="checkbox"/>

G. ELECTRICAL/LIGHTING/CONTROLS

1. Switches to Have Backlit Control Panel, Usable by Both Driver and Passenger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Interior Ceiling Mounted Lighting; Allows for White/Red/Both, Master Switch in Cabin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Red/Blue LED Strobe Lights; Front and Rear	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. LED Police Light Bar	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. (2) Remote Control LED Spotlights; Front Driver's & Passenger's Side Roof Corners	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. 100-Watt Siren/PA System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. 2000-Watt DC/AC Power Inverter w/Battery Charging Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Kussmaul Auto Eject Plug	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Install Customer Supplied Radio & Antenna	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Inside/Outside Intercom; External Speaker by Driver's Door, Internal Speaker in Cabin	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Color Backup Camera w/Color Monitor	<input checked="" type="checkbox"/>	<input type="checkbox"/>

H. SUSPENSION/WHEELS/TIRES

1. Single Rear Wheel 20" Rim and Tires; 385/80R20 Off Road Tires	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Heavy-Duty Off-Road Shocks Designed for Armored Vehicle; Front and Rear of BATT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Upgraded Front Coils	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUSPENSION/WHEELS/TIRES continued**YES NO**

- | | | |
|---|--|--------------------------|
| 4. Additional Leafs in Rear Suspension | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |
| 5. Upgraded Bump Stops at All Wheel Positions | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |
| 6. Heavy-Duty Sway Bars | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |
| 7. Upgraded Outback Armor Suspension | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |
| 8. (4) Hutchinson Static Mounted Run Flats | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |

I. MISCELLANEOUS

- | | | |
|---|--|--|
| 1. Full manufacturer's standard warranty. | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |
| 2. Dealer order form showing all equipment being bid. | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |
| 3. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle. | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |
| 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody. | <input type="checkbox"/> | <input checked="checked" type="checkbox"/> |
| 5. Current Wyoming Residency Certificate. | <input type="checkbox"/> | <input checked="checked" type="checkbox"/> |



January 13, 2023

City of Cody
P.O. Box 2200
1338 Rumsey Ave
Cody, WY 82414

Dear Mr. Kramer:

This letter is to inform you of our explanations to the "NO" Responses in Bid # 2022-18 and any deviations called out in the bid documents.

C. Suspension and Running Gear

- a. Wheels & Tires: (5) full size wheels & All-Season radial tires to meet the maximum G.V.W. rating of the vehicle being bid
 - i. The stock chassis is ordered from Ford with (6) tires and rims; once the armor package is installed that is listed in the bid, there will be (4) tires and rims

F. Miscellaneous

- a. Upon Delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.
 - i. I answered "No" to this as it will be delivered by a third-party transportation company and thus will be dirty from the drive from our plant to yours. It will be fully equipped and ready for service.

G. Electrical/Lighting/Controls

- a. Inside/Outside Intercom; External Speaker by Driver's Door, Internal Speaker in Cabin
 - i. This was removed to reduce overall cost as the BATT's PA can be used as an external voice and officer's personal "Coms" can be used for other conversations

I. Miscellaneous

- a. Upon Delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.
 - i. I answered "No" to this as it will be delivered by a third-party transportation company and thus will be dirty from the drive from our plant to yours. It will be fully equipped and ready for service.
- b. Current Wyoming Residency Certificate
 - 1. TAG is not a Wyoming Resident



Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Johnson". The signature is fluid and cursive.

Jeremy Johnson
Director, Law Enforcement Division
The Armored Group, LLC

BATT - X2



5221 N. Saddle Rock Drive

Phoenix, AZ 85018

Contact: Jeremy Johnson

Office: 602-840-2271 Cell: 817-291-4956

Email: jeremy@armoredcars.com



Issued To:

City of Cody
Cody City Hall
1338 Rumsey Ave
Cody, WY 82414
Phone: 307-587-2958
Email: rkramer@codywy.gov

Issued By:

Jeremy Johnson
Director, Law Enforcement Division
Phone: 817-291-4956
Email: jeremy@armoredcars.com

BATT - X2

CHASSIS & MAINTENANCE SPECIFICATIONS

- Ford F-600 Super Duty Commercial Chassis
- 7.3L Gas Engine
- Wheelbase: 131"
- Heavy Duty Steel Rims
- 4-wheel drive (4X4)
- Automatic transmission with overdrive
- OEM in dash air conditioning, heating and defrost
- Mono-beam leaf spring suspension with rear stabilizer bar
- Am-Fm Stereo Radio with clock
- Sealed halogen headlamps
- Tilt wheel
- 4.88 LTD Slip Rears
- Heated and Power Mirrors
- Drains, Filler Plugs, Grease Fittings, hydraulic lines, bleeders and check points for all components located so are readily accessible; Do not require special tools for servicing.

ARMOR LEVEL

- NIJ IV +.50 Cal Ball Ammo
- 46100 Mil Spec Steel
 - Cabin, Rear Officer vertical panels

(4) CABIN DOOR DESIGN

- 2 Door Design for Cabin Entry
- 2 Additional Side Officer Entry Doors
- Double Rear Doors
- Front Cabin Doors offer 90° & 45° Lock Outs
- Rear Doors Lock out at 90°
- TAG Exclusive exterior Door Gap Protection at all doors

FLOOR

- Floor is armored with a blast mitigating floor

WINDOWS

- Bullet resistant glass-clad polycarbonate with-Low Spall Liner
 - 66mm Maximum Thickness
- 2 Piece windshield
- Heated Front Windshields
- Two (2) Front door windows
- (4) Horizontal windows in BATT side walls
 - (2) Driver's Side
 - (2) Passenger Side
- Two (2) Rear Door Windows
- (1) Turret Lid View Window Above Gun Port
- Windows mounted externally for ease of replacement if damaged

FIREWALL PROTECTION PACKAGE

- Armored firewall protection against shots or blast fragmentation

BATT - X2

ENGINE BAY ARMOR PROTECTION PACKAGE

- Full Hood Armor Protection Package
- Traditional Opening Hood



FUEL TANK ARMOR

- Fuel tanks include locking armored door
- Armored vertical protection and skid plate on both tanks

TOW HOOKS

- (2) on front of BATT; (2) on rear of BATT
- Hooks installed on Roof

CUSTOM RUNNING BOARDS

- Heavy Duty Running Boards

REAR PLATFORM/STEP/BUMPER

- Heavy Duty Rear Platform
- Includes additional rear bumper light; Allows for bumper illumination

GRAB HANDLES & REAR ROOF ACCESS

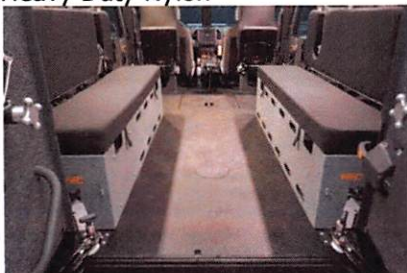
- Interior grab handles for stabilization inside cabin and rear officer's area
- Exterior steel grab handles for riding on running boards
 - Grab handles all around roof, on A Pillar, Located at all doors
- Rear mounted roof access steps

FRONT SEATS

- (2) Front seats
- Driver's seat is high back adjustable
- Passenger's seat is high back adjustable
- Covered with Heavy Duty Nylon

REAR SEATING

- Bench seating with enclosed under seat storage
 - Seats are padded and have padded back rests
 - Covered in Heavy Duty Nylon
 - Cut Outs for back board slats
- (2) Rearward Facing Jump seats
 - Covered in Heavy Duty Nylon



BATT - X2

SEAT BELTS

- Seat Belts at all seating locations

GUN PORT PACKAGE

- Optic Ready Gun Ports Each Cabin Door (2)
- Optic Ready Gun Port in Additional Passenger Side Door (2)
- Optic Ready Gun Port in each Rear Door (2)
- Optic Ready Gun Port Turret Lid (1)
- Optic Ready Gun Ports in Driver's Side Wall (2)
- Optic Ready Gun Ports in Passenger's Side Wall (2)
- (11) Total Gun Ports – All Optic Ready
- Gunports Rated for NIJ IV +.50 Cal Ball Ammo

ROTATING ROOF HATCH

- 360 Degree Rotation with multiple locking positions
- Counterbalanced Roof Hatch Lid
- Heavy Duty Lid Locking System
- Includes view window as standard option



ROOF HATCH STEP

- Stored Flat in Floor when not in use to allow for easy entry and exit from rear and passenger side door



REAR HVAC SYSTEM

- Large Additional rear Air Conditioning and Heating unit mounted in rear officer's area for additional cooling and heating

INSULATION PACKAGE

- Dual Layer Ceramic-Based Thermal and Noise Cancelling Insulation on side walls and ceiling

BATT V OFF ROAD UPGRADE PACKAGE & 335/80R20 QUAD TIRE/RIM PACKAGE UPGRADE

- Includes Conversion to Single Rear Wheel 20" Rim and Tires (385/80R20 Off Road Tires)
Suspension System
 - Heavy-Duty Off-Road Shocks Designed for Armored Vehicles
 - Installed on Front and Rear of BATT; Increases stability and ruggedness
 - Front Coils Upgraded
 - Rear Suspension has Additional Leafs Installed for support
 - Upgraded Bump Stops at all Wheel Positions (Front & Rear)
 - Heavy Duty Sway Bars Added
- Upgraded Outback Armour Suspension Package to improve handling and maneuverability

BATT - X2

RUN FLAT TIRE PACKAGE

- Includes addition of 4 Hutchinson static mounted run flats

CONTROL SYSTEM

- All Switches have Backlit Control Panel for ease of reading at night
 - Easy to read and use by both driver and passenger

INTERNAL LIGHTING

- Red/White Internal ceiling mounted lights
 - Allows for either White or Red or Both; Master switch in cabin



EMERGENCY LIGHTS/PACKAGE

- Red/Blue LED Strobe Lights Front and Rear
- LED Police Emergency Light Bar 36"
- (2) Remote Control LED Spotlights Mounted Front Roof Corners
- 100 W Siren/PA System

POWER INVERTER/BATTERY CHARGING

- 2000W DC/AC Power Inverter with Battery charger feature
 - Includes service battery bank
- Kussmaul Auto Eject Plug

RADIO PREP PACKAGE & NAVIGATION

- PreWire for Customer Supplied radio and antenna or install customer supplied radio and antenna

BACK-UP CAMERA

- Color Back Up Camera with Color Monitor

EXHAUST FANS

- 2 Exhaust fans installed in rear compartment as standard option

BATTERING RAM

- TAG Manual Battering Ram
- Height able to be set in multiple positions
- Stores on Side of BATT



BATT - X2

PRE-CUT FOR WINCH

- Pre-Cut to fit a 16,500lbs Electric Winch System with Wired Remote

PAINT

- Exterior
 - Gray (Exact Color TBD)
 - Paint Code to be Provided by End User
- Interior
 - Gray Paint

ARMOR WARRANTY

Armor Basic 24 Months/Unlimited Miles

CHASSIS WARRANTY

Basic 36 Months/36,000 miles
Powertrain 60 Months/60,000 miles
Corrosion Perforation 60 Months/unlimited mileage
Roadside Assistance 60 Months/60,000 miles
Diesel Engine 60 Months/100,000 miles

MEETING DATE: FEBRUARY 7, 2022
DEPARTMENT: PARKS, RECREATION AND
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Request for CHS Swim Team Fundraiser

ACTION TO BE TAKEN:

Request motion to approve the City Council sponsoring the 2023 Cody High School Swim Fundraiser for the amount not to exceed \$150.00.

SUMMARY OF INFORMATION:

In recent years, the City Council has elected not to waive facility fees for local groups. However, City Council has sponsored the annual Cody High School graduation party and paid a portion or all of the related fees out of the City Council contingency fund.

In 2022 the Cody High School Swim Team ran a Valentine's Day Fundraiser and the City Council agreed to pay for the event from the Contingency Fund.

Again this year, a group of local parents, swim coaches, athletes and students are organizing a Valentine's Night Fundraiser, (February 10th, 2023), where parents could bring their children to the Paul Stock Aquatics pools and let their kids enjoy an evening with the High School students and swimmers.

This event would take place from 5:30 PM until 7 PM and would allow parents to enjoy their "Valentine's" evening knowing that their children would be in a safe, fun, enjoyable setting.

CHS would supply the lifeguards, chaperones, food, drink and activities for the event.

The parents would check their children into the event with the CHS Swim Team event organizers, and the children would stay at the event until they are picked up by their parents at the end of the evening.

A City of Cody Aquatics Supervisor will be on site for the entire event.

We have occasional family's that will use the pools in the evenings at that time and around 3 to 5 members who will use the hot tub on Friday nights.

The Cody High School Swim Team fundraisers would ask the City Council to use their contingency fund money to help sponsor this event that would be open to school age children from our community.

FISCAL IMPACT

A minimum of one Supervisory staff member will be scheduled to work this event. It is estimated that the direct salary cost to the City of Cody will be approximately \$37.50 for salary expenses.

The standard exclusive use fee for the Aquatic Center is as follows:

Pool Usage	\$75.00 per hour
Supervisor Pay	\$25.00 per hour

Total \$150.00

ALTERNATIVES

1. Approve sponsoring the CHS Valentine's Day Fundraiser in the amount not to exceed \$150.00
2. Do not sponsor the event, but instead waive the fee.
3. Deny the request.
4. Funding not to exceed a different amount approved by City Council.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

Rick Manchester, Parks, Recreation & Public Facilities Director
Mike Fink, Recreation and Public Facilities Superintendent
Emily Swett, CHS Girls and Boys Swim Coach

AGREEMENT FOR ENCROACHMENT LICENSE

The parties to this agreement are the City of Cody, Wyoming, (hereinafter CITY), a municipal corporation in Park County, Wyoming, and, W.T. PHIPPS and JOHANNA PHIPPS, TRUSTEES OF THE W.T. PHIPPS, JR. LIVING TRUST DATED OCTOBER 6, 2004 (hereinafter OWNER). This Agreement for Encroachment License is made and entered into as of the date last signed by the parties to this agreement.

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 428 W Yellowstone Avenue, Cody, Wyoming 82414, described as:

The East ½ of Lot 1, ALLEN SUBDIVISION, Second Filing, as located in Book "F" of Plats, Page 77, according to the records of the County Clerk and Recorder of Park County, State of Wyoming; and,

WHEREAS, OWNER owns and maintains a freestanding sign structure to the north of 428 W. Yellowstone Avenue, as depicted in Exhibit A, which sign is located within the D-Y Road right-of-way, which improvements constitute an encroachment on public rights-of-way owned by the City.

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

1. CITY hereby grants to OWNER a revocable encroachment license for the freestanding sign structure and attached signs to encroach on the D-Y Road right-of-way. Replacement of the existing sign panels and cabinets is allowed on the existing structure pursuant to the standard sign permit application process.

2. OWNER shall pay to the CITY the sum of \$50.00 per year. The fee is for the use of the public right-of-way for the aforementioned improvements. The initial such fee shall be paid to the City on or before February 15, 2023.

3. The term of this agreement shall be February 15, 2023 through February 14, 2024. This license shall be renewable for successive one-year periods. Neither party needs to take any action to renew this agreement for another year. In the event a party wishes to not renew all or part of this agreement, that party shall notify the other party in writing at least sixty (60) days prior to the expiration of the then-current term. Payment from OWNER to CITY for each year shall be due on or before February 15.

4. Notwithstanding the term outlined above, the license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever, upon sixty (60) days written notice given by the CITY. Upon the expiration of the 60-day written notice, Owner shall have an additional sixty

(60) days to remove the encroachment from the city right-of-way to the satisfaction of the CITY, at the sole cost and expense of OWNER.

5. In the event that the CITY or other utility provider is required to install, repair, modify, replace, upgrade, add to, or otherwise access utilities near or beneath the improvements noted herein, the CITY or other utility provider performing the work shall not be responsible for removal or replacement costs of the encroachments. OWNER shall be solely responsible for all expenses of such removal and/or replacement, and OWNER accepts the risk associated with having the encroachments on the public right of way. The CITY, or other utility provider, as applicable to the party performing the work, shall be responsible for restoring any trench areas to the original ground surface and assuring proper compaction. In the event that the CITY or other utility provider installs, repairs or modifies utilities beneath or near the aforementioned improvements, the CITY will endeavor to minimize the disruption to the existing improvements.

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

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

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

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

CITY OF CODY, WYOMING:

By: _____
Matt Hall, Mayor

Attest: _____
Cynthia D. Baker, Administrative Services Officer

Name: W.T. Phipps
Title: Trustee

Johanna Phipps
Trustee

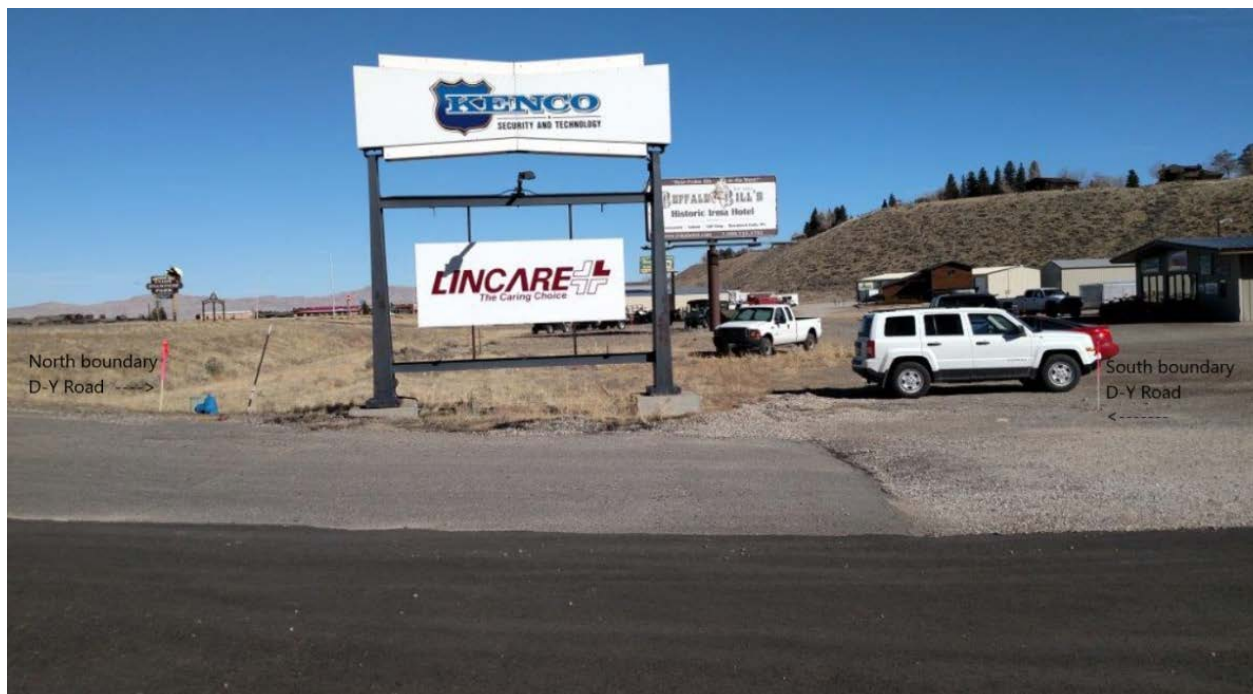
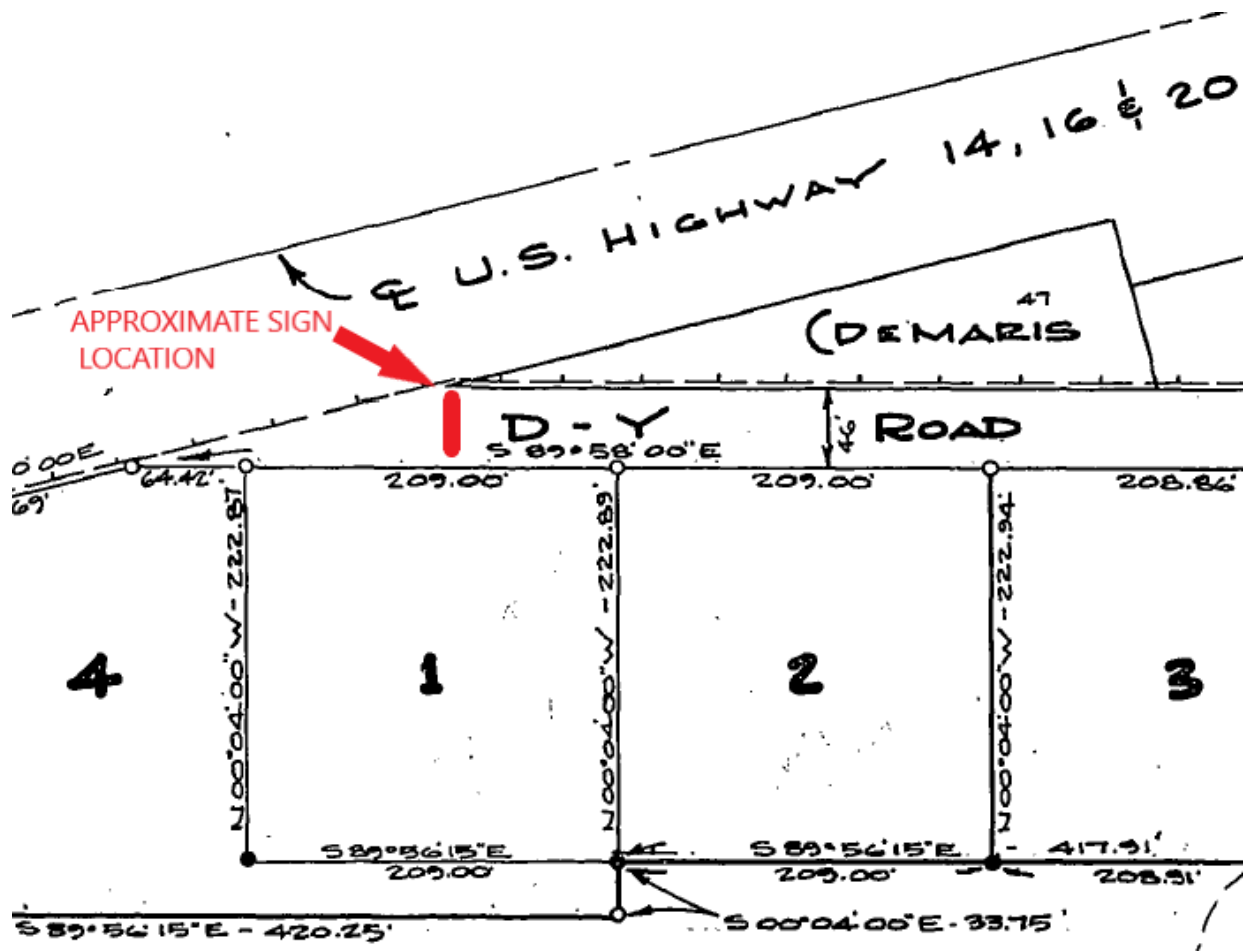
STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of February, 2023, by
W.T. PHIPPS and JOHANNA PHIPPS, as TRUSTEES OF THE W.T. PHIPPS, JR. LIVING TRUST
DATED OCTOBER 6, 2004.

WITNESS my hand and official seal.

Notary Public
My commission expires _____

Exhibit A



City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Samuel Hanna

Organization Represented Buffalo Bill Center of the West

Date you wish to appear before the Council February 7, 2023

E-Mail Address samh@centerofthewest.org Telephone 307-578-4006

Names of all individuals who will speak on this topic Samuel Hanna

Event Title (if applicable) Buffalo Bill Birthday Wreath-Laying

Date(s) of Event (if applicable) Monday, February 27, 2023

Location of Event (if applicable) Coe Circle at The Scout Statue at the western end of Sheridan Ave.

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) We are respectfully requesting the closure of a portion of Coe Circle, at the front of The Scout statue for the FFA Wreath-Laying Ceremony. Traffic will be routed through the Cody Regional Health Monument Entrance parking lot. The ceremony begins at 11:00am and will last approximately 30 minutes.

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

Signature  Date 1/12/2023

River Oaks Communications Corporation

Denver Office:

*10940 S Parker Road, Suite #766
Parker, Colorado 80134
Telephone: (303) 947-6133
E-Mail: bduchen@rivoaks.com*

Colorado Springs Office:

*710 Count Pourtales Drive
Colorado Springs, Colorado 80906
Telephone: (719) 339-4604
E-Mail: tduchen@rivoaks.com*

January 5, 2023

Barry Cook - City Administrator
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Dear Barry:

We are writing regarding the letter agreement between the City of Cody ("City") and River Oaks Communications Corporation ("River Oaks") dated October 11, 2021, as amended by a letter agreement dated August 30, 2022.

The Cable Franchise negotiations with Charter Communications, now known as Spectrum, are still continuing, and additional funding is needed again to complete this project. As such, the Scope of Work will be amended by adding another \$4,500. It is anticipated that this project will take until February 28, 2023 to complete, including City Council approval.

If all of the foregoing is acceptable, please sign below and return a copy of this amendment to us. River Oaks is pleased to be continuing our work with the City.

Sincerely,

Robert M. Duchen
Vice President

Accepted and agreed to this ____ day of January, 2023.

City of Cody

By:

Barry Cook - City Administrator

BOSS811 SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

This Software Subscription Service (SaaS) Agreement (the "Agreement") sets forth the obligations and conditions between City of Cody ("Client") and Business Oriented Software Solutions, Inc. (BOSS), a Georgia Corporation ("Provider"), relating to use of the Services defined herein.

Recitals

A. Provider is the owner of certain proprietary computer software known as BOSS811 that is used to handle asset management and incident management (the "Software").

B. Provider provides and sells subscriptions for subscribers to access and use the Software via BOSS811.com or any website notified to the subscribers from time to time (the "Services" or "Cloud Services").

C. Provider is willing to provide access to the Services for Client's internal business use pursuant to the terms and conditions set forth herein.

D. Provider and Client acknowledge and agree that this Agreement shall be effective and in force immediately upon the execution of this Agreement by both parties (the "Effective Date").

NOW THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Software Subscription.

a. Provider grants to Client and Client accepts from Provider, a limited, nonexclusive, nontransferable right to access and use and permit authorized users to access and use

the Services solely for Client's internal business use. The Services shall not be used by Client or by authorized users for, or on behalf of, third parties that are not authorized under this Agreement. Client shall use its best efforts to ensure that the authorized users use the Services in accordance with the terms and conditions of this Agreement. Client acknowledges that its right to use the Services will be web-based only pursuant to the terms of this Agreement and the Software will not be installed on any servers or other computer equipment owned or controlled by Client or otherwise provided to Client.

2. Intellectual Property Rights.

a. Client acknowledges that all right, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the "Provider IP"), is, and at all times shall remain, the sole and exclusive property of Provider. The Provider IP contains trade secrets and proprietary information owned by Provider and is protected by United States copyright laws (and other laws relating to intellectual property). Except the right to use the Services, as expressly provided herein, this Agreement does not grant to Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or the Software.

b. Client shall not attempt, or directly or indirectly allow any authorized user or other third party to attempt, to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services and/or Software in any form or media or by any means.

c. The provisions of this paragraph 2 shall survive termination of this Agreement.

3. Subscription Fee.

- a. Client shall pay to Provider a subscription fee (the "Subscription Fee") in the amount agreed to between the two parties.
- b. The Subscription Fee for the initial Term shall be paid on or before the Effective Date. The Subscription Fee for all renewal Terms of this Agreement shall be paid to Provider on or before the first day of each renewal Term.
- c. The amount of the Subscription Fee does not include any applicable taxes. Client is responsible for any and all applicable taxes.
- d. Any additional payment terms between Provider and Client shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

4. Accessibility/Performance

Provider shall use commercially reasonable efforts to make the Services available on a 24x7 basis (twenty four hours per day, seven days per week) during the Term, except for: (i) scheduled system backup or other ongoing maintenance as required and scheduled in advance by Provider, or (ii) for any unforeseen cause beyond Provider's reasonable control, including but not limited to internet service provider or communications network failures, denial of service attacks or similar attacks, or any force majeure events set forth in this Agreement. Provider will monitor performance indicators on the systems and network infrastructure (its own and that of third party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software.

5. Maintenance and Support

Provider shall maintain the Software and/or Services and provide all patches and fixes to the Software and/or Services at no additional cost. Provided, however, said maintenance shall not include any major releases of new versions of the Software, additional functionality, or custom programming, which Provider, at its discretion, may provide at an additional cost as otherwise agreed between the parties.

6. Term

a. The initial Term of this Agreement shall commence on the Effective Date and shall continue for one year. The Agreement shall thereafter automatically renew for two one-year renewal Terms unless either party provides written notice of its election not to renew this Agreement at least fifteen (15) days prior to end of the then-current Term or otherwise terminates this Agreement pursuant to the terms of this Agreement. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Client shall immediately terminate, and the Client shall cease using the Services and shall prohibit authorized users from using the Services.

b. Upon termination of this Agreement, whether by expiration, non-renewal or for cause, Provider shall promptly return any data stored by Client on any cloud server or elsewhere in Provider's system. Provider and Client shall arrange for a convenient and reasonable method of returning the data (e.g., FTP, email, physical drive) based on the volume of data at issue.

7. Default

Client shall be in default of this Agreement if Client fails to make any payment when due and fails to cure said default within thirty (30) days after receipt of written notice thereof from Provider. In addition to the monetary breach described in the previous sentence, either party will be in default of this Agreement if the party is in material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice thereof from the nonbreaching party. If a party is in default, the nonbreaching party may terminate this Agreement or seek any other remedies available at law or in equity, except as otherwise provided in this Agreement. In the event Client breaches or attempts to breach any of the provisions of this Agreement, Provider shall have the right, in addition to such other remedies that may be available, but only to the extent allowed by law, to injunctive relief enjoining such breach or attempt to breach, Client hereby acknowledging the inadequacy of any remedy at law.

8. Confidentiality

a. In addition to, and in no way limiting the requirements relating to Provider IP as set forth in Section 2 of this Agreement, each party shall use reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) to protect all information that is marked as, or clearly appears to be, proprietary, confidential, and/or nonpublic pertaining to or in any way connected to

the Software, the Services, and the Provider's financial, professional and/or other business affairs (the "Confidential Information"). The parties agree that, as required by law, this Agreement is not itself Confidential Information.

b. Neither party may disclose or publicize the Confidential Information without the other party's prior written consent.

c. Client shall use its reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) not to disclose and not to use the Confidential Information for their own benefit or for the benefit of any other person, third party, firm or corporation in a manner inconsistent with the purpose of this Agreement.

d. The terms of confidentiality and nondisclosure contained herein shall expire five (5) years from the date of the termination of this Agreement.

e. The restrictions on disclosure shall not apply to information which was: (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of the Client; (ii) already known to the Client prior to disclosure pursuant to this Agreement; (iii) obtained at any time lawfully from a third party under circumstances permitting its use or disclosure to others; or (iv) required by law or court order to be disclosed, including without limitation the Georgia Open Records Act (O.C.G.A. § 50-18-71, et seq.). Provider acknowledges that if Provider submits records containing trade secret information, and if Provider wishes to keep such records confidential under the Act, Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

9. Limited Warranty

Provider warrants: (1) that it has the power and authority to grant the subscription for the Services granted to Client hereunder, (2) that the Service will be free from viruses or other forms of malicious or harmful code, and (3) that the Service will work substantially as stated in any user documentation, functional specifications, or advertising materials published by Provider, provided that Client's sole remedy for failure to work substantially as represented will be prompt repair or replacement of the nonconforming Service by Provider. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Service Level Agreement

Provider will use commercially reasonable efforts to make the Cloud Services available 99.95% of the Service Year. "Service Year" means the three hundred sixty five-day period immediately preceding a claim for a service credit.

a. **SERVICE CREDIT.** Uptime for each Service Year will be calculated by subtracting from 100% the percentage of time during which our Cloud Services infrastructure was unavailable to Client (the "Uptime Percentage"). If the Uptime Percentage for the Service Year is less than 99.95%, Client will be eligible for a service credit equal to 10% of Client's Cloud Services bill for the calendar month in which the Uptime Percentage dropped below 99.95%. The Uptime Percentage will be calculated using five-minute increments.

b. **DOWNTIME EXCLUSIONS.** Downtime does not include unavailability caused by one or more of the following: (i) scheduled and intentional maintenance, suspension, or termination of the Cloud Services; (ii) the failure of servers or services outside of a datacenter on which the Cloud Services are dependent, including, but not limited to, inaccessibility on the Internet that is not caused by our infrastructure or network providers; (iii) a force majeure event such as an act of God, act of war, act of terrorism, fire, governmental action, labor dispute, and any other circumstances or events not in our direct control; (iv) an attack on our infrastructure, including a denial of service attack or unauthorized access (i.e., hacking); (v) unavailability not reported by Client in accordance with the reporting provisions in Section 10(c) within five (5) days of the date on which the Uptime Percentage dropped below 99.95%; (vi) unavailability that is caused by Client's breach of this Agreement with Provider.

c. **SERVICE CREDIT PROCEDURES.** Provider will determine, in our reasonable discretion, Client's eligibility for service credits and the amount of service credits awarded pursuant to this SLA. To be eligible for service credits, Client must send us a reasonably detailed, written request for service credits no later than five (5) business days after the day on which Client's Uptime Percentage first drops below 99.95%. To be deemed valid, Client's request must include (i) the dates and times of each period of Cloud Service unavailability upon which Client's request is based; (ii) the instance names of the affected cloud servers; and (iii) a description of any events from the Cloud Services

portal that may have indicated a system-wide unavailability during the stated dates and times. If Client's Uptime Percentage is confirmed by us to be less than 99.95% for the Service Year, Provider will issue a service credit during the billing cycle following the month in which Provider determine that Client are eligible for one. All service credits will be applied to fees due from Client to us for Cloud Services; Provider will not pay any service credit to Client as a refund. If Client fails to provide us with a valid request, Client will not be eligible for a service credit. Our calculation of Client's Uptime Percentage and all service credits will be based on our records and data. Any dates and times that Client previously reported that led to a successful service credit claim cannot be used for future claims.

d. LIMITATION. THE SERVICE CREDITS DESCRIBED IN THIS SLA ARE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR THE UNAVAILABILITY OF A CLOUD SERVER.

11. DATA PRIVACY AND SECURITY

a. If Client is provided with a user identification code, password or any other piece of information as part of our security procedures, Client shall treat such information as Confidential Information. Provider has the right to disable any user identification code or password, whether chosen by Client or allocated by Provider, at any time, if in Provider's reasonable opinion, Client has failed to comply with any of the provisions of these terms.

b. Provider will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Client data. These safeguards may include encryption of Client data in transmission (using SSL or similar technologies) as described further in the Security Policy on Provider Websites.

12. INDEMNIFICATION & INSURANCE

a. If use of the Service(s) by Client has become, or in Provider's opinion is likely to become, the subject of any IP Claim (defined below), Provider may at its own option and expense (a) procure for Client the right to continue using the Service(s) as set forth hereunder; (b) replace or modify the Service(s) to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Provider, terminate Client's subscription to the Service(s) and repay Client, on a pro-rated basis, any Subscription charges Client has previously paid Provider.

b. Subject to Client compliance with these terms, Provider will indemnify and hold Client harmless from and against any claim brought against Client by a third party

alleging that the Service(s) Client subscribed to infringes or misappropriates such third party's valid patent, copyright, or trademark (an "IP Claim"). Provider shall, at its expense, defend such IP Claim and pay damages finally awarded against Client in connection therewith, including the reasonable fees and expenses of the attorneys, provided that (a) Client promptly notifies Provider of the threat or notice of such IP Claim; (b) Provider has or will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim (provided that Provider may not settle without Client's consent, which consent shall not be unreasonably withheld); and (c) Client fully cooperates with Provider in connection therewith. Provider will have no liability or obligation with respect to any IP Claim to the extent such claim is caused by (i) compliance with designs, data, instructions or specifications provided by Client; (ii) modification of the Service(s) by anyone other than Provider; or (iii) the combination, operation or use of the Service(s) with other hardware or software (other than standard hardware or software that would reasonably be expected to be used to access the Services) where the Service(s) would not by themselves be infringing.

c. Sections 12a & 12b state Provider's sole, exclusive and entire liability to Client and constitute Client's sole remedy with respect to an IP Claim brought by reason of access to or use of the Service(s) by Client.

d. Provider shall maintain commercially reasonable insurance during the Term of this Agreement, including at least \$2 million in commercial general liability coverage. Upon Client's request, Provider shall promptly supply evidence of all of its insurance coverages, including policy provisions.

13. Miscellaneous

a. Notice and Demands. Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally. Unless Provider is otherwise notified in writing, the Client's address for notice purposes shall be Client's address provided as part of Client's billing information. Unless Client is otherwise notified in writing, Provider's address for notice purposes shall be 350 Research Court, Suite 110, City of Peachtree Corners, GA, 30092.

b. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws principles.

c. Compliance with Laws. Client shall use the Services, and Provider shall provide the Services, in accordance with any and all applicable local, state, and federal laws.

d. Headings. The paragraph headings in this Agreement are for convenience only and they form no part of the Agreement and shall not affect the interpretation thereof.

e. Severability. If any provision of this Agreement shall be held illegal, void, or unenforceable, the remaining portions shall remain in full force and effect.

f. No Waiver. The delay or failure of either party to exercise any right under this Agreement or to take action against the other party in the event of any breach of this Agreement shall not constitute a waiver of such right, or any other right, or of such breach, or any future breaches, under this Agreement.

g. Assignment. Neither party may assign or transfer this Agreement.

h. No Partnership or Agency. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as an agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.

i. Force Majeure. Neither Provider nor Client may be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the Provider's reasonable control, including but not limited to fire, flood, storm, act of God, war, malicious damage, failure of a utility service or transport or telecommunications network.

j. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes any and all prior or contemporaneous understandings or agreements whether written or oral. No amendment or modification of this Agreement will be binding unless reduced to a writing signed by duly authorized representatives of the parties and such writing makes specific reference to this Agreement and its intention as an amendment hereto.

k. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Provider agrees that, during performance of this Agreement, Provider, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor,

or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this section in every subcontract for services contemplated under this Agreement.

I. Authority to Contract. The individual executing this Agreement on behalf of each party covenants and declares that he/she has obtained all necessary approvals of the necessary boards, stockholders, executive officers or similar authorities to simultaneously execute and bind the party to the terms of this Agreement.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

Business Oriented Software Solutions, Inc.

Barry A. Cook
Signature

Barry A. Cook
Print Name

2/2/2023
Date

City Administrator
Title (President or Vice President for Corporation)

Customer

Signature

Print Name

Date

Authorized Personnel

Attest:

Signature

Cynthia Baker
Print Name

Administrative Services.
Title ((Assistant) Corporate Secretary) officer

Attest:

Signature

Print Name

Ck
Title



Estimate

EST-20755

BOSS

350 Research Court
Peachtree Corners Georgia 30092
U.S.A

Bill To
Kylie Hanson
City of Cody, WY

Estimate Date : 05 Jan 2023

Expiry Date : 31 Mar 2023

Sales person : Alison Morsink

#	Item & Description	Qty	Rate	Amount
1	BOSS811 Enterprise Subscription Enterprise ticket management, GIS maps, mobile apps - \$2,000 annually up to 6,000 tickets (\$0.30 per ticket thereafter)	1 Per Year	2,000.00	2,000.00
2	Implementation & Training Configuration & training. Additional services @\$150/hr - Estimated 1/2 day implementation length	1 Per Customer	750.00	750.00
3	BOSS811 SMS Texting Capability Annual Subscription for SMS Notification capability - \$25/mo (Optional)	1 Per Year	300.00	300.00
4	BOSS811 Manifest Generation \$200 annual flat rate - to send PDF maps of utilities and dig information through BOSS811 system (Optional)	1 Per Year	200.00	200.00
5	BOSS811 Annual subscription renewal Annual recurring subscription - \$2,000 + \$0.30 per ticket over 6,000 + \$500 for optional add-on services	1 Per Year	0.00	0.00
Sub Total				3,250.00
Total				\$3,250.00

Notes

Payment is due upon receipt. No charge for ACH payments or checks. Estimate good until June 30, 2022. No data migration is included in this estimate.

Terms & Conditions

The purchase and use of the services, licenses and products described herein are subject solely to the standard terms and conditions of the BOSS811 terms of service, and is incorporated herein by reference (the "Terms of Service"). By signing this Quote/Order Form you are

agreeing that you have read and agreed to the terms and conditions of the Terms of Service. The terms of the Terms and conditions of service may only be modified as provided therein.

Agreed & Accepted

Signature: Barry A. Cook

Name: Barry A. Cook

Title: City Administrator

Date: 2/2/2023

MEETING DATE: FEBRUARY 7, 2023
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMIN SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for New Restaurant License

ACTION TO BE TAKEN:

Consider approving the request for a New Restaurant License.

SUMMARY OF INFORMATION:

IVAN WERFF Holdings LLC dba the Blanca Tatanka has submitted an application for a Restaurant Liquor License to be located at 1455 Sheridan Ave for the license term ending 07/31/2022. The issuance is contingent upon receiving the food servicer permit from Dept of Ag.

FISCAL IMPACT

Receive \$500.00 in prorated fees, no negative impact.

ALTERNATIVES

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

ATTACHMENTS

Liquor license application and associated documents.

AGENDA & SUMMARY REPORT TO:

theblancatatanka@gmail.com

AGENDA ITEM NO. _____

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

/ /

Mgr:

/ /

To be completed by City/County Clerk

License

Fees

Annual Fee:

\$

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$

Local License #:

Date filed with clerk:

Advertising Dates: (2 Weeks)

Hearing Date:

Publishing Fee Direct Billed to Applicant: ☐

License Term:

2 /

1

2023

Through

7 /

31 /

2023

Month

Day

Year

Month

Day

Year

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

Applicant:

IVAN WERFF HOLDINGS L.L.C.

Trade/Business Name (dba):

THE BLANCA TATANKA

Building to be licensed/Building Address:

1455 SHERIDAN AVE

Number & Street

Local Mailing Address:

CODY

City

WY

State

82414

Zip

PARK

County

Number & Street or P.O. Box

CODY

City

WY

State

82414

Zip

Local Business Telephone Number: (307) 527-6291

Fax Number: ()

Business E-Mail Address:

THE BLANCATATANKA@GMAIL.COM

FILING FOR☒ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: CODY☐ COUNTY OF:☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

FILING AS (CHOOSE ONLY ONE)☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)☒ RESTAURANT LIQUOR LICENSE☐ BAR AND GRILL LIQUOR LICENSE☐ RESORT LIQUOR LICENSE**LIMITED RETAIL LIQUOR LICENSE (CLUB)**☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY PERMIT☐ WINERY PERMIT☐ DISTILLERY SATELLITE PERMIT☐ WINERY SATELLITE PERMIT☐ COUNTY MALT BEVERAGE PERMIT☐ SPECIAL MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)**☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from JAN to DEC

☐ SEASONAL/PART-TIME

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

from Mon to Sun

☐ NON-OPERATIONAL/PARKED

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

from 11a - 10p to

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)(a) **OWN** the licensed building?☒ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☐ YES (lease)

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

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)**2.** To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)☐ YES ☒ NO**3.** Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:**4.** Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b)☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

☒ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

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

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

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

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

☐ YES ☐ NO**7. MICROBREWERY LICENSE:**

(a) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. LIMITED RETAIL (CLUB) LICENSE:**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

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

☐ YES☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

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

☐ YES☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES☐ NO

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

☐ YES☐ NO

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

☐ YES☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

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

☐ YES☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐ YES☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?

☐ YES☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?

☐ YES☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐ YES☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐ YES☐ NO
- (g) Have you filed a true copy of your bylaws with this application?

☐ YES☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

☐ YES☐ NO

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
JACOB IVANOFF				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JUSTIN VANDER WERFF				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant. W.S. 12-4-102(a)(vi).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer. W.S. 12-4-601(b).

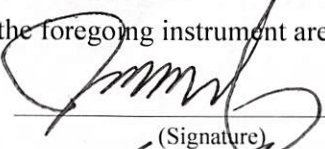
OATH OR VERIFICATION

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

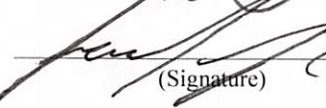
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Park) SS.

Signed and sworn to before me on this 13 day of January, 2023 that the facts alleged in the foregoing instrument are true by the following:

- 1) 
(Signature)

JUSTIN VANDER WERFF
(Printed Name)

OWNER 50/
Title
- 2) 
(Signature)

JACOB IVANOFF
(Printed Name)

COUNCIL 50/
Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

Title
- 5) _____
(Signature)

(Printed Name)

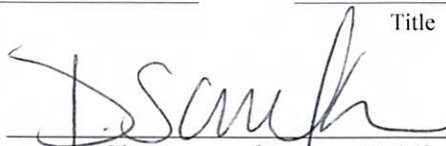
Title
- 6) _____
(Signature)

(Printed Name)

Title



Witness my hand and official seal:


Signature of Notary Public

(SEAL) My commission expires: March 29th, 2025

Sunlight Federal Credit Union
 Cody
 1702 17th Street
 Cody, WY 82414
 307-587-4915

VERIFICATION OF DEPOSIT

Account Number: 0000107840

Account Holders: Ivan Werff Holdings, Llc
 Jacob D Ivanoff
 Justin P Vanderwerff
 Melissa B Spanbauer

Share ID	Description	Open Date	Current Balance	60-Day Avg Balance
0001	PRIMARY SHARES	05/10/2021		
0009	SHARE DRAFT	05/10/2021		

Loan ID	Description	Current Balance	Current Payment	Original Balance	Delq Hist	Open Date
0301	1445 SHERIDAN AVE, CODY, WY 82					
0302	SECURED COMM. LOC OVER \$50K					
0303	1445 SHERIDAN AVE-2ND MTG					

X



Dated 01/10/2023

Nathaniel Beuster
 Branch Manager

Liquor License Application Addendum
Background Information Disclosure

Please disclose all convictions, guilty pleas and no contest pleas to any and all felonies and alcohol related offense in the past ten years. "Alcohol related offense" includes, but is not limited to the following:

- Driving While Under the Influence of Alcohol (DWUI/ DUI), and related offenses (Operating a vehicle while impaired; being in physical control of a vehicle while impaired or under the influence of alcohol, etc);
- Public Intoxication;
- Selling / Distributing / Furnishing alcohol to underage individuals;
- violations of any laws, regulations or ordinances pertaining to the sale, distribution or furnishing of alcohol.

The following individuals are required to complete this disclosure. If the applicant is a/an:

Individual: each individual on the application

Partnership: each partner

Privately held corporation: each officer, director and stockholder holding either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation

Limited liability company: each officer, manager and member holding, either jointly or severally, ten percent (10%) or more of the outstanding ownership of the limited liability company

Publically traded corporation: the on-site manager or managers. If the application is approved, each time a new manager is hired, that manager shall provide the criminal history information to the City within forty-five (45) days of hire

Non-profit organization: the organization shall be exempt from a criminal history background check. A non-profit organization shall provide documentation of its non-profit status to the City in lieu of providing the criminal history information.

Liquor License Applicant Name:

IVAN WERFF HOLDINGS L.L.C.

Individual Name:

JACOB IVANOFF

Date:

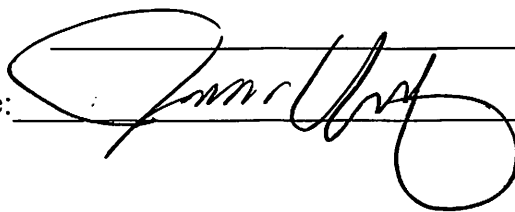
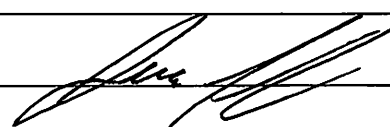
JUSTIN VANDER WERFF

Date

Offense

_____	_____
_____	_____
_____	_____

Signature:

	
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MEETING DATE: FEBRUARY 7, 2023
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMIN SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for New Restaurant License

ACTION TO BE TAKEN:

Consider approving the request for a New Restaurant License.

SUMMARY OF INFORMATION:

WITHAWD LLC dba Pizza on the Run submitted an application for a Restaurant Liquor License to be located at 1302 Sheridan Ave for the license term ending 07/31/2022. The issuance is contingent upon receiving the food servicer permit from Dept of Ag.

FISCAL IMPACT

Receive \$500.00 in prorated fees, no negative impact.

ALTERNATIVES

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

ATTACHMENTS

Liquor license application and associated documents.

AGENDA & SUMMARY REPORT TO:

ryan@revcody.com

AGENDA ITEM NO. _____

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk

License

Fees Annual Fee: \$
 Prorated Fee: \$ 500.00
 Transfer Fee: \$
 Publishing Fee: \$ 153.00

Local License #: 2100
 Date filed with clerk: 01 / 12 / 2023
 Advertising Dates: (2 Weeks) 1/21/23 & 2/2/2023
 Hearing Date: 2 / 7 / 2023

Publishing Fee Direct Billed to Applicant: ☐

License Term: 2 / 1 / 2023 Through 7 / 31 / 2023
 Month Day Year Month Day Year

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

Applicant: Withawd, LLC
 Trade/Business Name (dba): Pizza on the Run
 Building to be licensed/Building Address: 1302 Sheridan Avenue
 Number & Street City State Zip County
Cody WY 82414 Park
 Local Mailing Address: 1314 Sheridan Ave.
 Number & Street or P.O. Box City State Zip
Cody WY 82414
 Local Business Telephone Number: 307-586-2950 Fax Number: ()
 Business E-Mail Address: ryan@revcody.com

FILING FOR☒ NEW LICENSE☐ TRANSFER OF LOCATION☐ TRANSFER OWNERSHIP

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)☒ CITY OF: Cody☒ COUNTY OF: Park☐ ASSIGNMENT LETTER ATTACHED**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)☒ RESTAURANT LIQUOR LICENSE☐ BAR AND GRILL LIQUOR LICENSE☐ RESORT LIQUOR LICENSE**LIMITED RETAIL LIQUOR LICENSE (CLUB)**☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY PERMIT☐ WINERY PERMIT☐ DISTILLERY SATELLITE PERMIT☐ WINERY SATELLITE PERMIT☐ COUNTY MALT BEVERAGE PERMIT☐ SPECIAL MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)**☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

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

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

from January to Decemberfrom Monday to Sundayfrom 11am to 8pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)

- (a) **OWN** the licensed building? ☐ YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

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

- (i) When the lease expires, located on page 1 paragraph 3 of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 2 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b)

☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

☒ YES ☐ NO

6. RESORT LICENSE:

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. MICROBREWERY LICENSE:

- (a) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesale malt beverage license with the Liquor Division)

☐ YES ☐ NO

8. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:**VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:**GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):**

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ryan Selk				1 mos.	33%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Erynne Selk				1 mos.	34%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Eric Swope				1 mos.	33%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant. W.S. 12-4-102(a)(vi).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer. W.S. 12-4-601(b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Park)

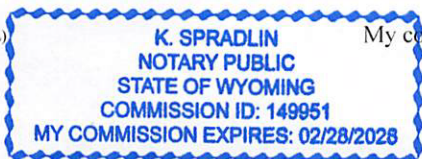
Signed and sworn to before me on this 11th day of January, 2028 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Erynne Selk</u> (Signature)	<u>Erynne Selk</u> (Printed Name)	<u>member</u> Title
2) <u>Ryan Selk</u> (Signature)	<u>Ryan Selk</u> (Printed Name)	<u>member</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

K. Spradlin
(Signature of Notary Public)

(SEAL)



My commission expires: 2-28-2028



Pinnacle Bank

December 27, 2022

Erynne Selk
WITHAWD, LLC
Pizza on the Run
1413 Alger Ave
Cody WY 82414

Re: Active Pinnacle Bank Checking Account

Dear Erynne,

This is to confirm that WITHAWD, LLC has an active Pinnacle Bank Wyoming Checking Account numbered [redacted] (this account is open and can receive ACH credits and debits. The routing number is [redacted]).

Sincerely,

Garrett Growney
Vice President
Commercial Loans



MEMBER FDIC

LEASE AGREEMENT

THIS AGREEMENT is entered into as of the 3rd day of January, 2023, by and between The Way West Management Company, LLC, a Wyoming Limited Liability Company, (referred to as "Lessor"), and Withawd, LLC dba Pizza on the Run, referred to as "Lessee"). Inc.

IN CONSIDERATION of the mutual covenants contained herein, the parties hereto agree as follows:

1. **DESCRIPTION OF PREMISES.** Lessor agrees to lease to lessee the premises known as 1302 Sheridan Ave - Cody, WY 82404 within the premises located at Lots 13, 14, 15 and 16 in Block 10, Original Town (now City) of Cody, Park Ccunty, Wyoming.

2. **PURPOSE.** Lessee shall use the demised premises for the purpose of operating a restaurant and pizza delivery business and shall conduct the business during all usual working hours for related business activities. Lessee shall be allowed to obtain an appropriate license for the sale of food and beverage. Lessee shall also be permitted to sell alcoholic beverages and malt beverages provided Lessee obtains the proper license. Lessee shall comply with all governmental regulations affecting the operation of the demised premises in this manner.

3. **TERM OF LEASE.** This lease shall begin on January 3, 2023. The term of this lease shall be one year, with the option to renew by either party.

4. **RENT AND DAMAGE DEPOSIT.** The monthly rent shall be payable in monthly installments of \$1475.00, payable on the fifteenth (15th) day of each month, beginning with the month of January, 2023, with succeeding payments due on the fifteenth day of each month thereafter during the term of the lease.

5. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** Lessee shall not, at any time during the lease term, make any alterations, additions, or improvement in and to the demised premises and the building without express written consent of lessor.

Any alterations, additions, and improvements done with the express written consent of lessor on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of lessor, except that all movable trade fixtures installed by lessee shall be and remain property of the lessee.

6. **LESSOR'S OBLIGATION OF MAINTENANCE AND REPAIR.** Lessor shall keep all heating and cooling systems as well as the exterior including walls, window glass, and

the roof of the demised premises in good repair during the term of this lease. In case the premises are damaged by fire or other unavoidable casualty to the extent that the premises are unfit for occupation and use, an abatement of the rent at a proper pro-rated daily amount, until the premises are properly repaired by lessor. If, however, lessor shall not elect to repair the premises, then this lease shall terminate at the time of the damage, at the option of lessee.

7. **PAYMENT OF TAXES.** Lessor shall pay and discharge when due all state, municipal and local taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, of whatever name nature and kind that are or may be levied, assessed, imposed or charged on the land or the premises hereby demised, or on the building and improvements now thereon or hereafter to be built or made thereon.

8. **PAYMENT OF UTILITIES.** Lessee shall pay a pro rata share of utilities per square feet of leased space as compared to the total square feet of the entire building. This shall include gas, electricity, water and sewer connections and services, and lessee shall pay all charges for those services within ten days of receipt of a utility invoice from Lessor. Lessor may elect to forfeit or terminate this lease if lessee fails or refuses to pay the charges for utility services as assessed or incurred.

9. **INSURANCE.** During the term of the lease lessee shall maintain at its expense the following types and amounts of insurance.

(a) Personal injury and property damage insurance. Insurance against liability for bodily injury and property damage shall be provided by lessee in the minimum amount of \$1,000,000.00 per occurrence.

All insurance provided by lessee as required by this section shall be carried in favor of lessor, and shall provide that loss, if any, shall be adjusted with and be payable to lessor. All policies shall require ten (10) days notice by registered mail to lessor of any cancellation or change affecting any interest of lessor.

10. **LESSEE'S ADDITIONAL OBLIGATIONS.** Lessee shall abide by all statutes adopted by the State of Wyoming, and all ordinances adopted by the City of Cody while utilizing the premises and during the term of this lease agreement, including but not limited to city street parking restrictions, acceptable signage, nuisance laws, etc. Lessee shall control odors, noises, and disruptions during business hours, and shall minimize distractions to other tenants as much as reasonably possible.

11. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or breach of this lease by lessee:

(a) If lessee shall fail to pay lessor any rent when the rent shall become due and shall not make the payment within ten (10) days after notice thereof by lessor to lessee.

(b) If lessee shall fail to comply or perform any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days notice thereof by lessor to lessee.

(c) If lessor shall fail to comply or perform any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days notice thereof by lessee to lessor.

(d) If lessee shall vacate or abandon the demised premises.

(e) If this lease or the estate of lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the matter herein permitted.

(f) Failure to abide by any State statute or City of Cody ordinance, including the violation of parking restrictions, etc.

12. **EFFECT OF DEFAULT.** In the event of any default hereunder, the rights of the non-defaulting party shall be as follows:

(a) The non-defaulting party shall have the right to cancel and terminate this lease by giving not less than ten (10) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease shall terminate in the same manner and with the same force and effect as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(b) In the event that any party shall become in default or breach of any terms of this Agreement, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this lease with or without suit. This provision shall not limit any other remedies to which the parties may otherwise be entitled by the laws of the State of Wyoming.

(c) The failure of either party to insist on strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights and remedies regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

13. **ACCESS TO PREMISES.** Lessor, or its agents, are entitled to enter the demised premises at all reasonable hours to inspect the premises or make repairs, and also to show the premises to prospective buyers/renters.

14. **LIABILITY OF LESSOR.** Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damage to any personal property or to any person on or about the demised premises nor any injury or damage to any property of lessee.

15. **REPRESENTATIONS BY LESSOR.** At the commencement of the term lessee shall accept the building and improvements and any equipment in their existing condition and state of repair, and lessee agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of lessor in respect thereto except as contained in the provisions of this lease.

16. **NOTICE.** All notices and other communications made pursuant to this Agreement shall be in writing and deemed to have been given when delivered personally or mailed by **certified** mail, return receipt requested, to the parties at the addresses below:

The Way West Management Company, LLC
1314 Sheridan Ave.
Cody, Wyoming 82414

Lessee:
Withand, LLC dba Pizza on the Run, Inc.
1302 Sheridan Ave.
Cody, WY 82414

17. **TOTAL AGREEMENT.** This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding upon the heirs, legal representatives, successors, and assigns of both parties.

18. **APPLICABLE LAW.** This lease agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

19. **TIME IS OF THE ESSENCE.** Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

LESSOR:

The Way West Management Co., LLC

Ryan Selk
Ryan Selk, Member

Erynne Selk
Erynne Selk, Member

LESSEE:

Withand, LLC dba Pizza on the Run, Inc.
Ryan Selk
Erynne Selk



Retail Food Inspection Report

Wyoming Department of Agriculture
Consumer Health Services
2219 Carey AVE
Cheyenne, WY 82002

Date: 1/3/2023
Time In: 11:55 AM
Time Out: 12:55 PM

Establishment: PIZZA ON THE RUN (Food Service)	Address: 1302 Sheridan AVE	City/State: Cody, WY	Zip: 82414	Telephone: 3075875550
License/Permit#:	Permit Holder: WITHAWD LLC	Inspection Reason: Pre-Opening	Est. Type: Food Service	Risk Category: Medium

(*) = Corrected on site during inspection (COS) R = Repeat violation

Foodborne Illness Risk Factors		Safe Food and Water	
Supervision		28 Pasteurized eggs used where required	N/A
1 Person in charge present, demonstrates knowledge, and performs duties	IN	29 Water and ice from approved source	IN
Employee Health		30 Variance obtained for specialized processing methods	N/A
2 Management, food employee and conditional employee knowledge, responsibilities and reporting	IN	Food Temperature Control	
3 Proper use of exclusions and restrictions	IN	31 Proper cooling methods used; adequate equipment for temperature control	N/A
Good Hygienic Practices		32 Plant food properly cooked for hot holding	N/A
4 Proper eating, tasting, drinking, or tobacco use	IN	33 Approved thawing methods	IN
5 No discharge from eyes, nose, and mouth	IN	34 Thermometers provided and accurate	IN
Control of Hands as a Vehicle of Contamination		Food Identification	
6 Hands clean and properly washed	IN	35 Food properly labeled; original container	IN
7 Minimize bare hand contact with ready to eat foods	IN	Prevention of Food Contamination	
8 Hand washing sinks properly supplied and accessible	IN	36 Insects, rodents, and animals not present/outer openings protected	IN
Approved Source		37 Contamination prevented during food preparation, storage and display	IN
9 Foods obtained from an approved source	IN	38 Personal cleanliness	IN
10 Foods received at proper temperatures	IN	39 Wiping cloths: properly used and stored	IN
11 Food in good condition, safe, and unadulterated	IN	40 Washing fruits and vegetables	N/O
12 Required records available; shellstock tags, parasite destruction	N/A	Proper Use of Utensils	
Protection from Contamination		41 In use utensils: properly stored	IN
13 Food separated and protected (Cross Contamination and Environmental)	IN	42 Utensils, equipment, and linens: properly stored dried and handled	IN
14 Food contact surfaces: cleaned and sanitized	IN	43 Single-use/single service articles: properly stored and used	IN
15 Proper disposition of returned, previously served, reconditioned, and unsafe food	IN	44 Slash-resistant and cloth glove use	N/A
Potentially Hazardous Food Time/Temperature Control for Safety		Utensils, Equipment, and Vending	
16 Proper cooking time and temperatures	N/O	45 Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	IN
17 Proper reheating procedures for hot holding	N/A	46 Warewashing facilities: installed, maintained, and used; test strips	IN
18 Proper cooling time and temperatures	N/A	47 Non-food contact surfaces clean	IN
19 Proper hot holding temperatures	N/A	Physical Facilities	
20 Proper cold holding temperatures	IN	48 Hot and Cold water available; adequate pressure	IN
21 Proper date marking and disposition	IN	49 Plumbing installed; proper backflow devices	IN
22 Time as a public health control: procedures and records	N/A	50 Sewage and waste water properly disposed	IN
Consumer Advisory		51 Toilet facilities: properly constructed, supplied, and cleaned	IN
23 Consumer advisory provided for raw or undercooked foods	N/A	52 Garbage and refuse properly disposed; facilities maintained	IN
Highly Susceptible Populations		53 Physical facilities installed, maintained, and clean	IN
24 Pasteurized foods used; prohibited foods not offered	N/A	54 Adequate ventilation and lighting; designated areas used	IN
Food/Color Additives and Toxic Substances		55 License to operate	IN
25 Food additives: approved, properly stored, and used	IN	56 Expired: Baby Food, Medicine	N/A
26 Toxic substances properly identified, stored and used	IN	Meat Compliance	
Conformance with Approved Procedures		57 Meat and poultry compliance	IN
27 Compliance with variance, specialized process, reduced oxygen packaging criteria, and HACCP plan	N/A	USDA Records	
Good Retail Practices		58 USDA required grind records	N/A

Observations and Corrective Actions

Violations cited in this report must be corrected within the inspector's specified timeframes

Priority Level	Item Number	Violation of Code	Code Description	Inspection ID	Inspection Date	Comment	Correct By Date
----------------	-------------	-------------------	------------------	---------------	-----------------	---------	-----------------

Non Violation Comments		
Item Number	Code Number	Comment
8	8-52(a)(c), 8-Sec 53	Kitchen hand sink and bathroom hand sink were properly stocked with all necessary items.
13	3- 21(a)	Food was all stored off the floor. All food products are purchased fully cooked.
14	7-17(a)	3-compartment sink is present. Chlorine was present in the 3rd sink at 100ppm.
39	7-5(a)(b)(c)(d)(e)	Facility is using a spray bottle with chlorine mixed at 100ppm. They use a single use paper towel when wiping down counter tops.
41	3-55(a)	Scoops are stored in the pizza toppings. Handles are stored out of the food.
47	7-2(d)	Overall cleanliness in the facility is very good.
57	9 CFR 300-592	Was surveillance conducted on meat/poultry? Yes

Inspection Published Comment:

This is a pre-opening inspection for a change of ownership. Owner Ryan Selk was present. Facility sells pizza, salads and dessert pizza. Food was prepared and served. Facility is open daily 11am-8pm.


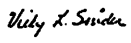
IN – Item is In Compliance

OUT – Item is Out of Compliance and needs correction

N/A – Not Applicable, this item does not apply to this facility

N/O – Not Observed, this item/activity was not observed today

TEMPERATURE OBSERVATIONS				
Location	Food	Temp	Temp 2	
Prep fridge	sauce	39°F		
Walk-in cooler	tomatoes	37°F		

Visit Date	Person in Charge	Person in Charge Signature	Sig. Date	Sanitarian	Sanitarian Signature	Sig. Date	Time In	Time Out
1/3/2023	Ryan Selk		1/3/2023	Vicky Snider		1/3/2023	11:55 AM	12:55 PM

MEETING DATE: JANUARY 17, 2023
DEPARTMENT: COMMUNITY DEVELOPMENT
PREPARED BY: TODD STOWELL
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT

BID AWARD – BID NO. 2022-18

ACTION

Award Bid No. 2022-18 for the sale of Lot 103 of Benny's Place Minor #2 subdivision, to Musser Bros. Inc. in the amount of \$26,610.00.

SUMMARY

At the request of the Yellowstone Regional Airport Board, the City declared Lot 103 of Benny's Place Minor #2 Subdivision as surplus property and advertised it for sale to the highest bidder. The opportunity to bid was advertised in the Cody Enterprise as required on December 13, 20, and 27, 2022. The minimum bid amount was set at \$21,500.00, which was the appraised value. The deadline to submit bids was 2:00 p.m. January 3, 2023. The City of Cody received two bids, which were opened by the City Clerk at 2:00 on January 3, 2023. One bid was received from Recreation Adventures Co., DBA Cody KOA in the amount of \$21,500.00, and one bid was received from Musser Bros. Inc. in the amount of \$26,610.00.

The Yellowstone Regional Airport Board was made aware of the bids and verified at their January 11, 2023 meeting that they wish the City to continue and award the bid to the high bidder. This agenda item is to award the bid to that high bidder, Musser Bros. Inc., and to authorize the mayor to sign the accompanying real estate documents. The bidder is responsible for the preparation of the deed and any other closing documents and costs.

FISCAL IMPACT

The sale of the parcel will generate \$26,610.00, which is required to be transferred to the Yellowstone Regional Airport due to the related FAA release of the property.

ALTERNATIVES

1. Award the bid as indicated.
2. Reject all bids.

RECOMMENDATION

Award Bid No. 2022-18 to Musser Bros. Inc. for the purchase of Lot 103 of Benny's Place Minor #2 subdivision, a 0.87-acre lot, for the bid amount of \$26,610.00; and, authorize the Mayor to sign all accompanying real estate documents relating to the sale of said property after the purchasing party has paid all applicable fees, closing costs, and purchase price.

ATTACHMENTS

Bid Proposals

Sale of Property Bid Packet (complete appraisal report available by request)

AGENDA & SUMMARY REPORT TO:

Aaron Buck, YRA Manager

Harold Musser

AGENDA ITEM NO. _____

BID PROPOSAL FORM - BID 2022-18

City of Cody, Wyoming

Mayor and City Council
City of Cody
PO Box 2200
1338 Rumsey Avenue
Cody, WY 82414



The undersigned Bidder agrees to purchase the surplus land described as, described as:

Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park County, WY.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to purchase the property pursuant to the bid documents. Bidder warrants that Bidder has read the bid packet and agrees to the terms and conditions contained therein. Buyer will be responsible for all closing costs associated with the sale and should be prepared to close within 30 days or the time frame specified by the City of Cody upon receipt of Notice of Award, or the time frame specified by the City of Cody upon receipt of Notice of Award.

Date 1-3-2023

Harold Musser
Signature

Harold Musser
Typed or Printed Name

Musser Bros. Inc.
Company

1131 13th ST., Ste. 101
Mailing Address

Cody, WY 82414
City, State and Zip

harold@xtraction.com
E-mail Address

307-272-2266
Phone Number

I bid \$ 26,610.00.

Harold Musser



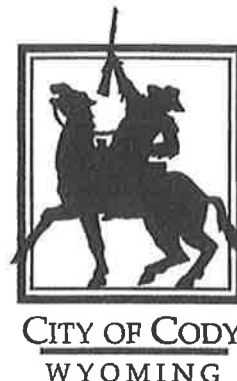
**SPECIFICATION / PROPOSAL FORM
PUBLIC LAND
BID NO. 2022-18 Sale of Public Land**

Number of Items	Item Description	Special Instructions	Written Value of Bid	Numerical Bid Price
(1)	Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park Co., WY; TBD Greybull Highway; Vacant +/- 0.87-acre lot – zoned Industrial "E".	Minimum Bid Price of \$20,500.00	Twenty-Six Thousand Six Hundred Ten	\$ 26,610.00

BID PROPOSAL FORM - BID 2022-18

City of Cody, Wyoming

Mayor and City Council
City of Cody
PO Box 2200
1338 Rumsey Avenue
Cody, WY 82414



The undersigned Bidder agrees to purchase the surplus land described as, described as:

Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park County, WY.

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Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to purchase the property pursuant to the bid documents. Bidder warrants that Bidder has read the bid packet and agrees to the terms and conditions contained therein. Buyer will be responsible for all closing costs associated with the sale and should be prepared to close within 30 days or the time frame specified by the City of Cody upon receipt of Notice of Award, or the time frame specified by the City of Cody upon receipt of Notice of Award.

Date 12/23/22


Signature

Eric Johnson

Typed or Printed Name

Recreational Adventures Co. DBA CODY K&A
Company

PO Box 295

Mailing Address

Hill City, SD, 57745

City, State and Zip

eric.johnson@racpack.com

E-mail Address

605-574-3403

Phone Number



SPECIFICATION / PROPOSAL FORM
PUBLIC LAND
BID NO. 2022-18 Sale of Public Land

Number of Items	Item Description	Special Instructions	Written Value of Bid	Numerical Bid Price
(1)	Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park Co., WY; TBD Greybull Highway; Vacant +/- 0.87-acre lot – zoned Industrial "E".	Minimum Bid Price of \$21,500.00	twenty one thousand five hundred dollars	\$21,500



TABLE OF CONTENTS BID NO. 2022-18

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2022-18

	<u>Page</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)	1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL FORM	3-4
4. BENNY'S PLACE MINOR #2 SUBDIVISION	5

Additional Documents are available electronically upon request, including:

- a) CITY COUNCIL AGENDA SUMMARY DECLARING PROPERTY SURPLUS**
- b) CITY COUNCIL AGENDA SUMMARY FOR BENNY'S PLACE MINOR #2 SUBDIVISION**
- c) COUNCIL MINUTES OF ABOVE**
- d) APPRAISAL REPORT**
- e) THE PLAT OF BENNY'S PLACE MINOR #2 SUBDIVISION**

For more information: City of Cody 307-527-3472

ADVERTISEMENT FOR BIDS BID NO. 2022-18

BID 2022-18, SALE OF PUBLIC LAND

Notice is hereby given that the City of Cody will accept sealed bids for the purchase of approx. 0.87 acres of land, described as Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park Co., WY. The property is located immediately north of Highway 14-16-20 and east of Arrow Avenue. Sealed bids are to be submitted to the City of Cody, P.O. Box 2200, or hand delivered to 1338 Rumsey Ave., Cody, WY 82414 and shall be marked with the bid number (Bid 2022-18) on the outside of the envelope. Sealed bids shall be submitted to and received by the City no later than 2:00 p.m., January 3, 2023, at which time they will be publicly opened and recorded. Minimum bid is \$21,500.00. The bids are subject to approval by the governing body of the City. The property shall be sold to the highest responsible bidder, unless the governing body rejects all bids. The City reserves the right to reject any and all bids. A bid packet may be obtained from City Hall or by calling (307) 527-7511.

Publish in Cody Enterprise: Dec. 13, 2022; Dec. 20, 2022; and, Dec. 27, 2022



INSTRUCTIONS: BID # 2022-18 – SALE OF PUBLIC LAND

The Bidder agrees to supply a sealed bid for the purchase of the parcel of public land as described below:

Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park Co., WY

The minimum bid price is \$21,500.00 and all bids lower than \$21,500.00 will not be considered. Buyer will also be responsible for all closing costs associated with the sale and should be prepared to close within 30 days of Council's approval of the bid. Property is offered "as-is", subject to all easements, rights-of-way and encumbrances of record.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informality if deemed in the best interest of the City.

The undersigned warrants that he/she has read and understands the requirements of the City of Cody.

Award of bid shall be made by Notice of Award by the governing body (City Council). Bidder warrants that Bidder has read the bid packet and agrees to the terms and conditions contained therein.

Bids are to be addressed to the City of Cody, P.O. Box 2200, 1338 Rumsey Avenue, Cody, Wyoming 82414 and shall be marked "**Bid No. 2022-18**" on the outside of the envelope. If bidders would like to view the parcel or have further questions, please contact Cindy Baker, City Clerk at (307) 527-3463, or Todd Stowell, City Planner (307) 527-3472.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m., January 3, 2023, which will be the date and time of the bid opening.

BID PROPOSAL FORM - BID 2022-18

City of Cody, Wyoming

Mayor and City Council
City of Cody
PO Box 2200
1338 Rumsey Avenue
Cody, WY 82414



The undersigned Bidder agrees to purchase the surplus land described as, described as:

Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park County, WY.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to purchase the property pursuant to the bid documents. Bidder warrants that Bidder has read the bid packet and agrees to the terms and conditions contained therein. Buyer will be responsible for all closing costs associated with the sale and should be prepared to close within 30 days or the time frame specified by the City of Cody upon receipt of Notice of Award, or the time frame specified by the City of Cody upon receipt of Notice of Award.

Date _____

Signature

Typed or Printed Name

Company

Mailing Address

City, State and Zip

E-mail Address

Phone Number



**SPECIFICATION / PROPOSAL FORM
PUBLIC LAND
BID NO. 2022-18 Sale of Public Land**

Number of Items	Item Description	Special Instructions	Written Value of Bid	Numerical Bid Price
(1)	Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park Co., WY; TBD Greybull Highway; Vacant +/- 0.87-acre lot – zoned Industrial "E".	Minimum Bid Price of \$21,500.00		

MEETING DATE: DECEMBER 6, 2022
 DEPARTMENT: COMMUNITY DEVELOPMENT
 PREPARED BY: TODD STOWELL, AICP
 CITY ADM. APPROVAL: _____
 PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT

DECLARE LOT 103 OF BENNY'S PLACE MINOR #2 SUBDIVISION AS SURPLUS PROPERTY AND AUTHORIZE THE LOT TO BE ADVERTISED FOR SALE BY BID

ACTION:

Declare Lot 103 of Benny's Place Minor #2 Subdivision as surplus property and authorize the lot to be advertised for sale by sealed bid.

SUMMARY:

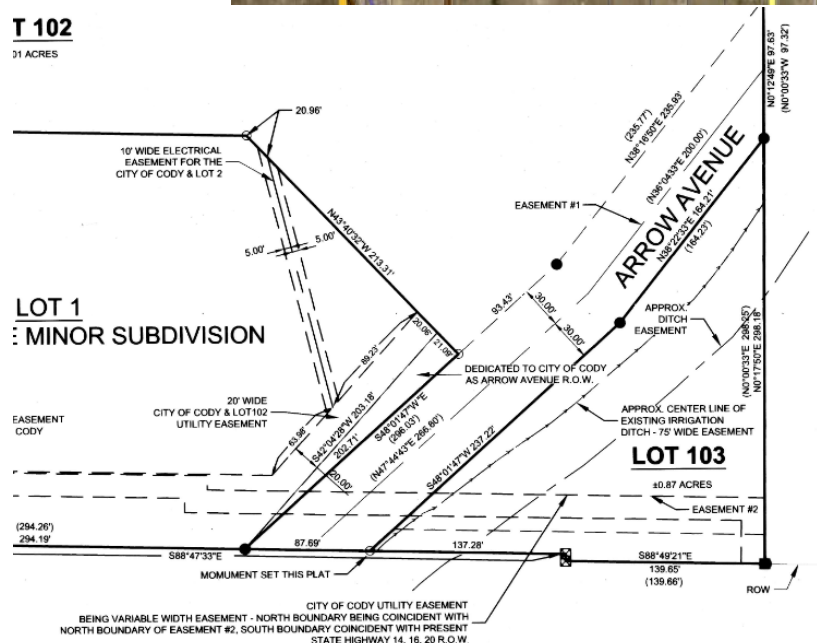
The Yellowstone Regional Airport Board has recently completed a subdivision to separate approximately 0.87 acres of land located east of Arrow Avenue from the rest of the airport property, so that it can be sold. The land was authorized by the FAA to be removed from FAA jurisdiction just previous to the subdivision. While the land is in the name of the City of Cody, due to prior FAA restrictions it cannot be transferred without the authorization that was obtained from FAA, and any funds from the sale thereof are required to go to airport purposes. The airport plans to use the funds to help acquire a 40-acre BLM property at the top of Beacon Hill, where the airport beacon is located.



As City property, state statutes authorize the governing body to declare the land as surplus, and advertise it for sale to the highest bidder. The YRA Board obtained an appraisal of the 0.87-acre lot, dated May 4, 2022, which determined the fair market value to be \$21,500. The value is relatively low because the buildable area on the lot is significantly restricted due to easements for a Cody Canal lateral and public utilities. In addition, there is a subdivision improvement that remains to be completed if a building permit is to be issued for development of the lot. It is to extend power from the transformer across Arrow Avenue. Access to the lot is also limited to Arrow Avenue.

T 102
 31 ACRES

LOT 1
 MINOR SUBDIVISION



AGENDA ITEM NO. _____

The YRA airport board will cover the cost of advertising for bids. If the bid is awarded, they will also cover the seller costs to complete the transaction. It is proposed that the minimum bid amount be the appraisal price, as FAA requires full appraisal price as their compensation.

FISCAL IMPACT

No lasting costs or benefits to the City budget, as the costs and funds would all be assigned to the airport.

ALTERNATIVES

Approve or deny the request to declare the property as surplus and advertise it for sale by bid.

RECOMMENDATION

Declare Lot 103 of Benny's Place Minor #2 Subdivision as surplus and authorize the property to be advertised for sale by sealed bid, with the minimum bid price of \$21,500.

ATTACHMENTS

Advertisement for Bid (newspaper)

Available, but not attached:

Appraisal report from QM Appraisals, FAA release, Categorical Exemption.

AGENDA & SUMMARY REPORT TO:

Aaron Buck, YRA Director

AGENDA ITEM NO. _____

BID 2022-16, SALE OF PUBLIC LAND

Notice is hereby given that the City of Cody will accept sealed bids for the purchase of approx. 0.87 acres of land, described as Lot 103 of the Benny's Place Minor #2 Subdivision, recorded in Plat Cabinet P, Page 190, records of Park Co., WY. The property is located immediately north of Highway 14-16-20 and east of Arrow Avenue. Sealed bids are to be submitted to the City of Cody, P.O. Box 2200, or hand delivered to 1338 Rumsey Ave., Cody, WY 82414 and shall be marked with the bid number (Bid 2022-16) on the outside of the envelope. Sealed bids shall be submitted to and received by the City no later than 2:00 p.m., January 3, 2023, at which time they will be publicly opened and recorded. Minimum bid is \$21,500.00. The bids are subject to approval by the governing body of the City. The property shall be sold to the highest responsible bidder, unless the governing body rejects all bids. The City reserves the right to reject any and all bids. A bid packet may be obtained from City Hall or by calling (307) 527-7511.

Publish: Dec. 13, 2022
 Dec. 20, 2022
 Dec. 27, 2022

MEETING DATE:	AUGUST 16, 2022
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Preliminary and Final Plats of the Benny's Place Minor Subdivision #2

ACTIONS TO BE TAKEN

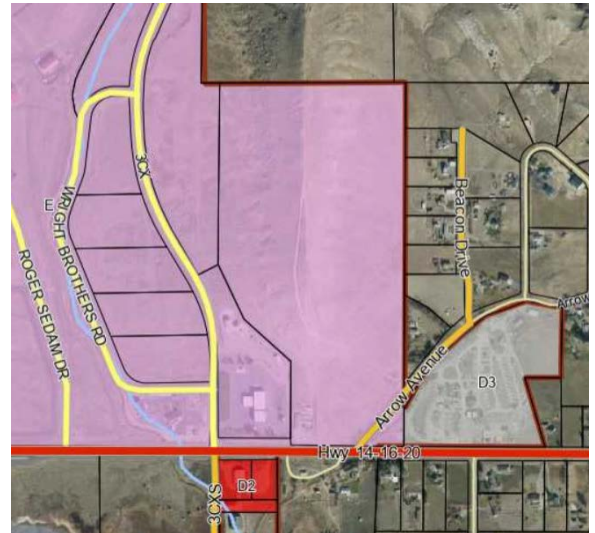
Approve the preliminary and final plats of the Benny's Place Minor Subdivision #2, a 2-lot subdivision, with associated variances and conditions of approval, and authorize the mayor to sign the plat on behalf of the City as the property owner.

SUMMARY

The City of Cody and Yellowstone Regional Airport Board are proposing a two-lot subdivision of a portion of the airport property. The subdivision would separate a small triangular piece of land east of Arrow Avenue, so that it may be sold through a future process. The piece of land has already been released from FAA jurisdiction. The plan is to use the funding from the sale of the land to help acquire the 40-acre BLM property at the top of Beacon Hill.

The balance of the property (Lot 102) would remain in City of Cody ownership and subject to FAA and Airport Board management.

Both the preliminary plat and final plat are presented for review and are recommended for approval by the Planning and Zoning Board.



Zoning Standards:

The property is in the Industrial (E) zoning district, which does not have any zoning standards for building setbacks, building height, minimum lot area, minimum lot width, or maximum lot coverage.

Access:

Access to both lots will be from Arrow Avenue. Arrow Avenue is paved for about 140' off of Highway 14-16-20, and then is a gravel road maintained by the County. Improvement of Arrow Avenue along the subdivision frontage with a paved surface (minimum 24 feet wide) is a subdivision requirement. Timing will be in conjunction with a building permit for the lot being developed.

Utilities:

Both lots have direct access within each lot to City water and sewer, as well as 3rd party utilities of telecommunications, and natural gas. However, if Lot 102 is developed, some of those services will need extended from out along the highway to the building site on the lot. Due to topography and the fact that the sewer line in the area of Lot 103 is a force main, both lots will need to utilize

AGENDA ITEM NO. _____

individual grinder pump systems to pump their sewer into the pipe along the highway. In addition, Lot 103 will need power extended from the other side of Arrow Avenue to the lot.

Utility mains are not being required to be extended down Arrow Avenue as the area to the north is outside of the City's identified annexation area.

SUBDIVISION REGULATIONS

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

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

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

Comment- No new public streets or alleys are proposed.

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

Comments- Arrow Avenue is specified as a "rural" roadway in the city master street plan, which calls for a 32-foot-wide paved road with side ditches. Arrow Avenue is currently a 24-foot-wide gravel road, except for the paved section off of the highway. As Arrow Avenue is maintained by the County, and they specify only a 24-foot-wide gravel surface, we propose a variance be authorized to require only a 24-foot-wide road, with a paved surface and side ditches.

Items "C" through "O" are standards that relate to construction of new public streets and are not applicable to this project—the street alignment that exists meets those standards.

P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys...

Comment: The configuration of the subdivision does not lend itself to alleys, and the size of the lots are adequate to allow garbage collection and utilities to be located within the lots. A variance to the alley requirement is proposed.

Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B of this title by the planning and zoning board, and the city council. ...

Comment: The master street plan does not specify curb, gutter, sidewalk for Rural roads. There is a separated pathway identified for rural roads, but there is no sidewalk or pathway to tie into on either the state highway or Arrow Avenue. Since the City limits do not extend further north on Arrow Avenue and the County does not require any pedestrian facilities, a variance to the sidewalk/pathway requirement is proposed.

R. Street cross section: The minimum typical street cross section for each type of street shall be as shown on the master street plan...

Comment: As noted above, the street cross section will be used, except it is proposed that the width of pavement be reduced from 32 feet to 24 feet, and the pathway/sidewalk not be provided.

AGENDA ITEM NO. _____

Items "S" through "T" are standards that relate to streets and drainage that are not applicable to this project.

U. Lot Requirements:

1. Lots shall be sited to meet the requirements of the appropriate zoning.

Comment: Met (no minimum in Industrial "E").

2. Every lot shall abut upon or have access to an approved street or cul-de-sac.

Comment: Met, subject to improvement of Arrow Avenue along the lot frontages—upon development of each lot.

3. Side lot line shall be at approximately right angles to the street line on which the lot faces.

Comment: Met.

4. Strip lots...will be prohibited.

Comment: Met.

V. Blocks:... Comment: Met.

Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction. Applicable sections are listed below.

F. Sanitary Sewer: ...Each lot within the proposed subdivision shall be connected to a minimum eight-inch (8") diameter sewer main by a minimum four-inch (4") diameter sewer service line. The service lines shall be extended from the sewer main to the property line according to city standards. The use of individual septic systems will not be permitted when a sanitary sewer main is available...

Comment: Due to topography, low pressure grinder pump sewer systems will need to be used for both lots. Lot 102 has an easement across Lot 1 of the Benny's Place Minor Subdivision to access the sewer main. Lot 103 has access to the City's sewer force main on the lot itself. Both lots are to be served with City sewer, but the line sizes are different due to the type of service line (low-pressure instead of gravity).

G. Storm Sewer...

Comment: Minor subdivisions are exempt from the storm water policy. The City storm water policy manual will require a drainage plan for any development on the lots.

H. Water: All water mains will be designed and constructed according to city approved specifications and the city standards. The system will connect each lot within the proposed subdivision to a minimum six-inch (6") diameter main by the use of a minimum three-fourths inch (¾") copper service line. The service lines shall be extended from the main to the property line according to city standards. ...

Comment: If either lot is developed with a use that necessitates water, it will either need to extend either a water service or a water main from the water main along the highway, depending on the water and fire flow requirements for the use and specific types of building(s).

I. Fire Hydrants...

Comment: Met with the existing hydrant at the intersection of Arrow Avenue and the highway.

AGENDA ITEM NO. _____

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

Comment: There is an open irrigation lateral across Lot 103. Due to the size of the ditch, Cody Canal is not requiring it to be piped by the lot owner. A variance to the requirement is proposed.

K. Utilities: All utilities (electrical service, natural gas, telephone, cable TV, etc.) shall be installed underground, whenever possible, in the streets, alleys or utility easements shown on the final plat. All buried utilities will be placed before the finished surface is placed on the streets or alleys ... It will be the developer's responsibility to ensure that all utilities necessary or reasonably expected are placed within the proposed subdivision.

Comment: The subdivision ordinance requires the utility and street improvements to be completed before a building permit is issued. That will be enforced. However, it is unknown if either lot will be developed in a manner that requires utilities. Therefore, construction of utility infrastructure is not proposed at this time. A note on the plat about the outstanding utility and infrastructure improvements will be required.

Lot 103 is responsible for extension of the electrical system to its lot, as well as its private connections to the water main and sewer force main. As access for Lot 103 will likely be from the paved portion of Arrow Avenue, no improvement to Arrow Avenue is assigned to Lot 103, unless access is from the gravel portion.

Lot 102 is responsible for all utility services that are needed to serve it. In addition, the responsibility to improve Arrow Avenue with a 24-foot-wide paved section from the end of the pavement along the full lot frontage is with the owner of Lot 102 when it is developed.

M. Street Lighting...

Comment: Street lighting is not part of the "rural" road section.

N. Public Use Areas: ...

Comment: Minor subdivisions are exempt from this requirement.

Variances

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

The stated purpose of the subdivision ordinance is: *"It is the intent and purpose of this title to promote orderly and systematic development of lands to the advantage of the subdivider, future property owners and the general population of the city. It shall establish guidelines and minimum standards to assist the subdivider and promote the development of a safe and healthy living environment."*

AGENDA ITEM NO. _____

Other:

The property apparently has no surface water rights—there is no Cody Canal assessment on this portion of airport property per the title report.

RECOMMENDATION:

The Planning and Zoning Board recommends that the City Council grant the variances noted, and approve the preliminary and final plats subject to the listed conditions. In addition:

- 1) Allow the lot owners to postpone the payment of any subdivision utility fees until such time as any development that needs such utilities occurs; and,
- 2) Authorize the mayor to sign the plat on behalf of the City as the property owner.

Subdivision Variances:

1. To waive the alley requirement.
2. To allow a reduced road width for Arrow Avenue from 32' to 24' of pavement.
3. To the requirement to provide install a sidewalk or pathway along Arrow Avenue.
4. To the requirement to pipe the irrigation lateral.

Conditions:

(Prior to mayor signing the final plat.)

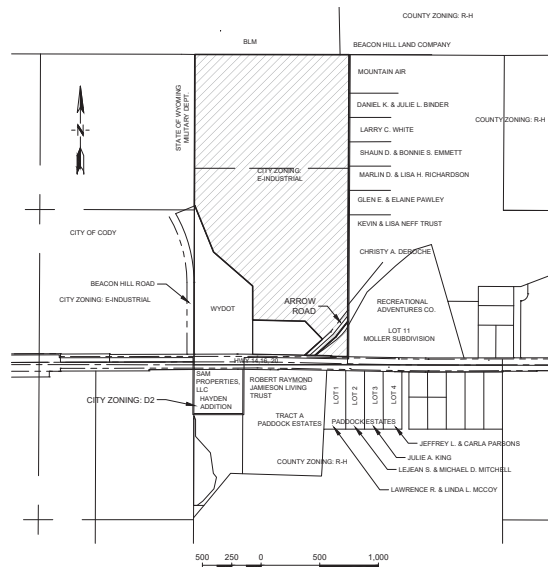
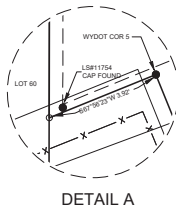
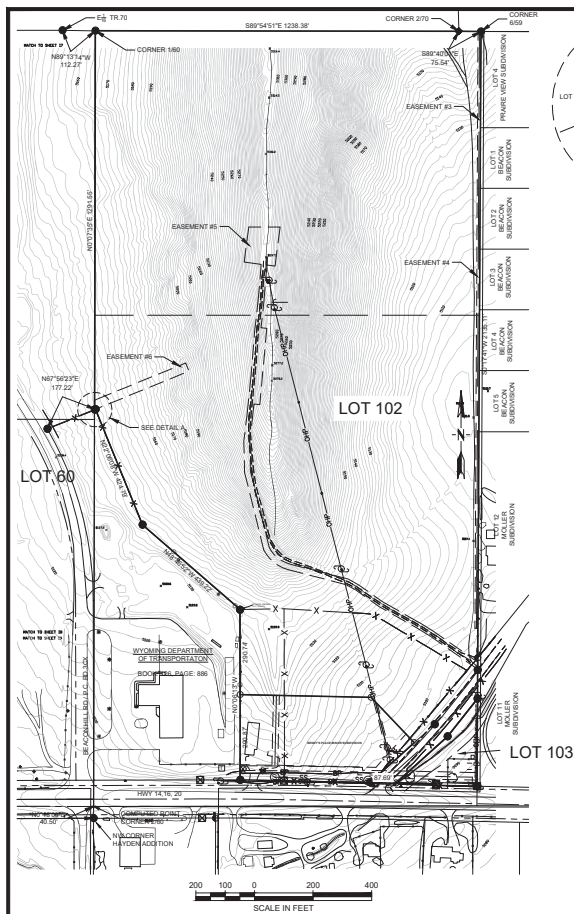
1. Include a note on the final plat that any outstanding subdivision improvements and utility installations are required in conjunction with issuance of a building permit for development on each lot, and to see the Community Development Department for details.
2. Include a note on the final plat that vehicle access for Lot 103 is to be from Arrow Avenue, and located at least as far back from the highway as the access to animal shelter, unless authorized otherwise by Public Works.

ATTACHMENTS

Plat drawings.

Not attached, but available: Title report, FAA release for area of Lot 103.

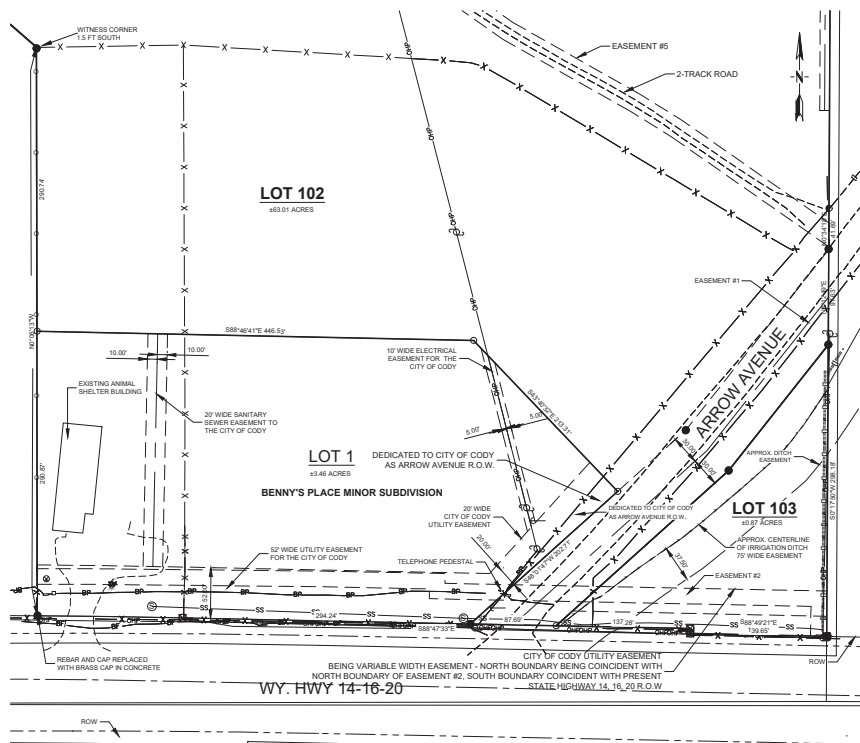
H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2021\SUB2021-07 SCHOONOVER\STAFF REPORTS\AGENDA SUMMARY SCHOONOVER PRELIMINARY PLAT.DOCX



LEGAL DESCRIPTION OF PROPERTY TO BE SUBDIVIDED

Lots 3 and 4, Section 4, Township 52 North, Range 101 West, 6th P.M., Park County, Wyoming.

Exempting Therefrom:
Any portion of land contained in the following Deeds recorded in Park County Office of Clerk and Recorder:
January 15, 1989 in Book 332, Page 485
July 18, 1978 in Book MF 31, Page 217
July 18, 1978 in Book MF 31, Page 219
April 22, 1988 in Book MF 105, Page 885
July 17, 2003 as Doc #2003-6415
January 20, 2020 as Doc #2020-409



EASEMENTS REPORTED WITHIN TITLE POLICY

EASEMENTS WITHIN LOT 3 AND 4, SECTION 4, TOWNSHIP 52 NORTH, RANGE 101 WEST, 6TH P.M. (RESURVEY) AS LISTED IN TITLE INSURANCE POLICY FROM PARK COUNTY TITLE DATED JUNE 11, 2019

PLAT LOCATION	TITLE PAGE #	GRANTEE TO	BOOK/PAGE OR DOC #
1	27	COUNTY OF PARK, STATE OF WYOMING 60' WIDE ROAD EASEMENT (ARROW)	BOOK 387 PAGE 227
(UNPLOTTABLE)	29	CODY GAS COMPANY, A DIVISION OF COASTAL STATE GAS CORP., BLANKET EASEMENT WITH STATE GAS CORP. BLANKET EASEMENT WITH NO WIDTH	BOOK 32 PAGE 958
2	30	THE MOUNTAIN STATE TELEPHONE AND TELEGRAPH COMPANY, 10' WIDE TELEPHONE LINE EASEMENT	BOOK MF 33 PAGE 602
3	31	PACIFIC POWER & LIGHT COMPANY, 10' WIDE POWERLINE EASEMENT	BOOK MF 152 PAGE 482
4	32	PACIFIC POWER & LIGHT COMPANY, 10' WIDE POWERLINE EASEMENT	BOOK MF 158 PAGE 941
(UNPLOTTABLE)	34	PACIFIC POWERLINE EASEMENT, MOST LIKELY FROM EXISTING POLE #54701 TO EXISTING ANIMAL SHELTER BUILDING, WAS VACATED BY THE CITY OF CODY WITH THE ACCEPTANCE OF BENNY'S PLACE MINOR SUBDIVISION.	1999-5893
5	40	CITY OF CODY, WY. VARIABLE WIDTH EASEMENT TO SERVICE AIRPORT BEACON	2019-854
6	41	CITY OF CODY, WY. 30' WIDE EASEMENT TO ACCESS WATER TANK AREA	2019-865

APPROVALS

CITY PLANNING AND ZONING BOARD

APPROVED AS OF THE _____ DAY OF _____, 2022 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

CHAIRMAN

CITY COUNCIL APPROVAL

APPROVED AS OF THE _____ DAY OF _____, 2022 BY THE CITY COUNCIL

MAYOR - MATT HALL

ATTEST: CINDY BAKER
ADMINISTRATIVE SERVICES OFFICER

CITY OF CODY

PRELIMINARY PLAT SHOWING

BENNY'S PLACE MINOR SUBDIVISION #2

A SUBDIVISION OF LOT 2
BENNY'S PLACE MINOR SUBDIVISION.
WITHIN THE CITY OF CODY,
PARK COUNTY, WYOMING

LEGEND

- HIGHWAY MONUMENT FOUND
- REBAR & ALUM. CAP FOUND
- REBAR WITH 2" CAP SET
- IRON PIPE
- BRASS CAP FOUND
- EDGE OF GRAVEL
- POWER POLE
- WATER VALVE
- MH - SANITARY SEWER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- SANITARY SEWER LINE - FORCE MAIN
- BURIED POWER
- OVERHEAD POWER
- WOOD FENCE
- BARBED WIRE FENCE
- FENCE - MISC.
- EASEMENT

CERTIFICATE OF SURVEYOR

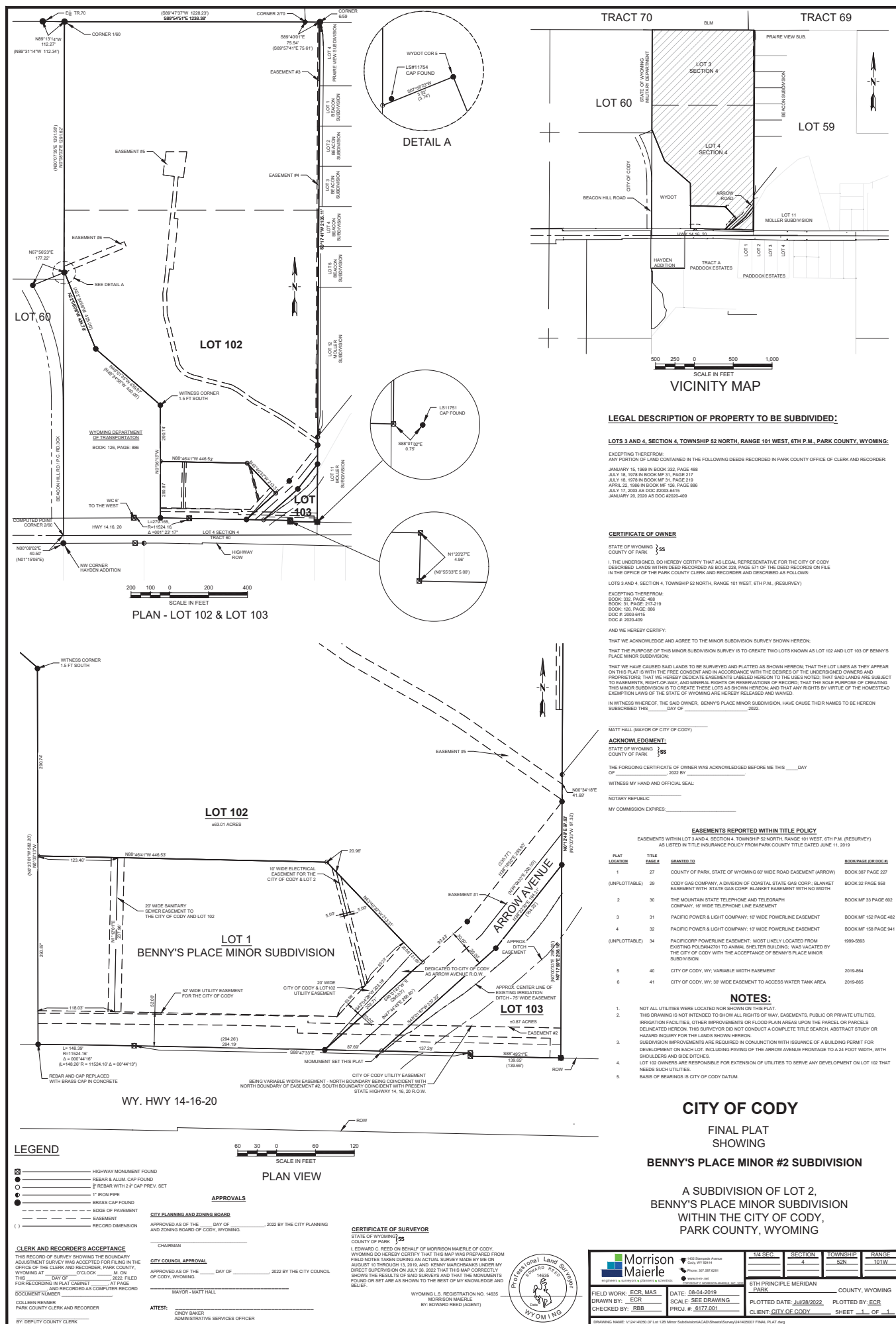
STATE OF WYOMING)
COUNTY OF PARK)
EDWARD C. REED, on behalf of MORRISON MAIERLE OF CODY, WYOMING DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME ON AUGUST 10 THROUGH 13, 2019 AND KENNY MARCHBANKS UNDER MY DIRECT SUPERVISION ON JULY 28, 2022 THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEYS AND THAT THE MONUMENTS FOUND OR SET ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.
WYOMING L.S. REGISTRATION NO. 14835
MORRISON MAIERLE
BY EDWARD REED (AGENT)

NOTES:

- NOT ALL UTILITIES WERE LOCATED NOR SHOWN ON THIS PLAT.
- THIS DRAWING IS NOT INTENDED TO SHOW ALL RIGHTS OF WAY, EASEMENTS, PUBLIC OR PRIVATE UTILITIES, IRRIGATION FACILITIES, OTHER IMPROVEMENTS OR FLOOD PLAIN AREAS UPON THE PARCEL OR PARCELS DELINEATED HEREON.
- THIS SURVEYOR DID NOT CONDUCT A COMPLETE TITLE SEARCH, ABSTRACT STUDY OR HAZARD INQUIRY FOR THE LANDS SHOWN HEREON. BASIS OF BEARINGS IS BASED ON CITY OF CODY DATUM.



Morrison Maierle Professional Land Surveyor WYOMING		1450 Riverside Avenue Cody, WY 82401 Phone: 307.567.6261 www.morrisonmaierle.com	
FIELD WORK: ECR, MAS	DATE: 08-04-2019	1/4 SEC.	SECTION
DRAWN BY: ECR	SCALE: SEE DRAWING	TOWNSHIP	RANGE
CHECKED BY: JBB	PROJ. #: 5177.001	S&N	10.1W
DRAWING NAME: V:\2014\00507 Lot 102-103 Subdivision\ACAD\Drawings\2014\00507 PRELIMINARY PLAT.dwg		5th PRINCIPLE MERIDIAN	
		PARK COUNTY, WYOMING	
		PLOTTED DATE: 7/12/2022	
		CLIENT: CITY OF CODY	
		SHEET 1 OF 1	



**City of Cody
Council Proceedings
Tuesday, December 6, 2022**

A premeeting started at 5:30 p.m. to interview three (3) applicants for the P&Z meeting and five (5) YRA Board members. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 6, 2022 at 7:00 p.m.

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

Absent: Council Member Jerry Fritz

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

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve the Consent Calendar as amended including Regular Minutes from November 15, 2022, approve vouchers and payroll in the amount of \$571,979.10, designate various City equipment as surplus and available for sale in an online auction, award Bid 2022-14 to Ken Gaff Cheyenne for (1) 2024 Ford F750 with Duraclass dump body in the amount of \$101,969.00 and approve a temporary extension of a franchise agreement with Spectrum, subject to and contingent upon final review/approval by legal counsel. Vote was unanimous.

At 7:05 p.m. Mayor Hall entered into a Public Hearing to consider if it is in the public's interest to issue a restaurant liquor license for The Meatery LLC located at 101 Sheridan Ave. for the period through July 31, 2023. Cindy Baker, Administrative Services Officer provided background information relating to the application. After asking for comment three times and being none, Mayor Hall closed the public hearing at 7:07 p.m.

Council Member Ballard made a motion seconded by Council Member Quick to approve the revised City of Cody Personnel Policy Manual to be effective January 1, 2023. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Swett to issue a restaurant liquor license for The Meatery LLC located at 101 Sheridan Ave. for the period through July 31, 2023. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Swett accept the auditor's report and related financial statements for the fiscal year ending June 30, 2022. Vote was unanimous.

Resolution 2022-26

A Resolution Amending the City of Cody Final Budget for Fiscal Year 2022-2023. Council Member Rasmussen made a motion seconded by Council Member Baily to approve Resolution 2022-26. Vote was unanimous.

Resolution 2022-27

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 the Construction of a Processing Facility for Use by Wyoming Legacy Meats. Council Member Ballard made a motion seconded by Council Member Rasmussen to approve Resolution 2022-27. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Quick to award Bid 2022-13 to Ken Garff Cheyenne for (1) 2023 Ford F250 with Hillsboro flatbed and Meyer snowplow in the amended amount of \$65,481.00. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Baily to award Bid 2022-15 to Ken Garff Cheyenne for (1) 2023 Ford F550 with Terex body in the amended amount of \$220,108.00, contingent upon review and approval by City Attorney. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Rasmussen to declare Lot 103 of Benny's Place Minor #2 subdivision as surplus Property and authorize the lot to be advertised for sale by bid. Vote was unanimous.

**City of Cody
Council Proceedings
Tuesday, August 16, 2022**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 16, 2022 at 7:00 p.m.

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

Absent: None

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

Proclamation – Honoring Hunger Action Month
Proclamation – Cody Lions – Celebrating 100 Years

Council Member Ballard made a motion seconded by Council Member Baily to approve Consent Calendar as amended. Approval included approval of Minutes: Regular Minutes from August 2, 2022, approval of Minutes: Special Meeting from August 9, 2022, approve Vouchers and payroll in the amount of \$1,901,473.14, approve the uncollectible write offs in the amount of \$40,256.03, approve a request from Mike Darby, Irma Hotel, for a street closure on Saturday, September 3rd starting at 3:00p.m. opening by 9:00 a.m. on Sunday, September 4th. Closure of 12th street between Sheridan Ave and Beck Ave for a Devils Tower Motorcycle Run. Contingent upon Event Coordinator will need to providing liability insurance and obtaining a Mobile Vendor Event Permit and approval of an open container permit for the 3:00 p.m. – 11:00 p.m. on Saturday Sept 3rd, award Bid 2022-09 for a 2023 Ford Escape in the amount of \$33,098.88 to Ken Garff Cheyenne, award Bid 2022-10 for a 2023 Ford Explorer in the amount of \$45,066.88 to Ken Garff Cheyenne and award Bid 2022-06 for a 2023 Ford F250 with Hillsboro flatbed and Maxon liftgate in the amount of \$54,030.00 to Greiner Ford of Casper. Vote was unanimous.

Resolution 2022-24

A Resolution amending the City of Cody Final Budget for Fiscal Year 2022-2023. Council Member Swett made a motion seconded by Council Member Rasmussen to approve Resolution 2022-24. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Quick to approve Professional Service Contract for Electrical Inspections. Vote was Unanimous.

Council Member Baily made a motion seconded by Council Member Fritz to approve the Preliminary and Final plats of the Benny's Place Minor Subdivision #2 Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve the Preliminary plat of the Schoonover Subdivision. to include additional variance provided by staff. Vote was unanimous.

Ordinance 2022-14 – First Reading

An Ordinance Amending Title 8, Chapter 1, Article III, Section 13 of the Cody City Code to Modify and Set Electrical Service Rates and Changes. Council Member Rasmussen made a motion seconded by Council Member Quick to approve Ordinance 2022-14 on first reading. Vote was unanimous.

Ordinance 2022-07 Storm Drainage Utility -Third and Final Reading

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE I OF THE CODY CITY CODE TO ESTABLISH THE STORM DRAINAGE UTILITY. Council Member Swett made a motion seconded by Council Member Baily to approve Ordinance 2022-07 on Third and Final Reading. Vote was unanimous.

Ordinance 2022-08 Storm Drainage Utility – Third and Final Reading.

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE II OF THE CODY CITY CODE TO ESTABLISH STORM DRAINAGE UTILITY CHARGES. Council Member Rasmussen made a motion seconded by Council Member Ballard to approve Ordinance 2022-08 on Third and Final Reading as amended. Vote was unanimous.

Ordinance 2022-09 Storm Drainage Utility – Third and Final Reading

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE III OF THE CODY CITY CODE TO ESTABLISH STORM DRAINAGE UTILITY ALLOWED DISCHARGES AND

APPRAISAL REPORT

SUBJECT:

Proposed Lot 103, Benny's Place Minor Subdivision

LOCATED:

HWY 14/16/20 and Arrow Avenue
Cody, WY



PREPARED FOR:

Yellowstone Regional Airport
Attn: Aaron Buck
2101 Roger Sedam Drive, Suite 1
Cody, WY 82414

EFFECTIVE DATE OF VALUE:

May 4, 2022 - Date of Inspection

DATE OF REPORT:

June 2, 2022

PREPARED BY:

QM APPRAISAL
1108 Beck Ave, Suite A
Cody, Wyoming 82414

Q M Appraisal

Commercial, Residential, Farm/Ranch & Recreational

1108 Beck Avenue, Suite A Cody, Wyoming 82414

307-587-2313 Phone

www.qmappraisal.com

307-587-5745 Fax

LETTER OF TRANSMITTAL

June 2, 2022

Yellowstone Regional Airport-Aaron Buck

RE: Appraisal Report – Proposed Lot 103, Benny’s Place Minor Subdivision

We have inspected the vacant land located at HWY 14/16/20 and Arrow Avenue east of Cody, Wyoming. The subject represents a parcel consisting of 0.87 +/- acres (37,897 +/- square feet (SF)) of vacant land that is currently a part of a larger 63.88 acre parcel owned by the City of Cody. The details of the subject property will be further described within the report. The attached report provides essential data and detailed reasoning employed in reaching our opinion of value.

The purpose of the following appraisal report is to develop an opinion of market value of the fee simple interest of the subject as of May 4, 2022 for a possible sale of the property. The intended user is Yellowstone Regional Airport and no services have been performed by QM Appraisal on the subject property in the last three years.

As the subject is currently a part of a larger parcel, an Extraordinary Assumption exists in this report. Defined in the Appraisal Institute’s Dictionary of Real Estate Appraisal, Sixth Edition, as:

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- *It is required to properly develop credible opinions and conclusions;*
- *The appraiser has a reasonable basis for the extraordinary assumption;*
- *Use of the extraordinary assumption results in a credible analysis; and*
- *The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.*

Note: The use of the Extraordinary Assumption may affect the assignment results.

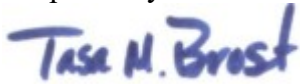
Extraordinary Assumption: The subject is part of 63.88 acres of land owned by the City of Cody and controlled by Yellowstone Regional Airport. The client has requested an appraisal of 0.87 +/- acres within this larger parcel as provided by a survey. This value is premised on the extraordinary assumption the subject has been subdivided from the larger parcel and is approved by all City, County and State entities.

The value reported is qualified by certain definitions, assumptions and limiting conditions, and certifications in the attached report. Based on our analysis, the opinion of the market value of the fee simple interest of the subject property as documented and qualified in the attached report under conditions prevailing on **May 4, 2022**, subject to the Extraordinary Assumption, was:

\$21,500

Twenty One Thousand Five Hundred U.S. Dollars

Respectfully Submitted,



Tasa Brost

Wyoming General Certified Appraiser AP-2023

ORDINANCE 2023-02

AN ORDINANCE TO ENTER INTO A CABLE FRANCHISE AGREEMENT WITH SPECTRUM PACIFIC WEST, LLC, L/K/A CHARTER COMMUNICATIONS.

This Cable Franchise Agreement ("Franchise") is between the City of Cody, Wyoming, a municipal corporation organized under the laws of the State of Wyoming ("City" or "Franchising Authority"), and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc. (hereinafter "Grantee").

WHEREAS, the City wishes to grant Grantee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a Cable System in the Service Area as designated in this Franchise;

WHEREAS, the City is a "franchising authority" in accordance with the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to applicable law;

WHEREAS, Grantee's Cable System occupies the Public Rights-of-Way within the Service Area, and Grantee desires to use the Cable System to provide Cable Services and other services in the Service Area;

WHEREAS, the City has determined that Grantee is in material compliance with its existing franchise and applicable law and that its Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the Grantee has represented to the City, and the City accepts Grantee to be, financially, technically and legally qualified to continue to operate the Cable System;

WHEREAS, the City has determined the grant of this nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the City and Grantee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1
Definitions

For the purpose of this Franchise, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below; provided that such terms shall be conformed as necessary to be consistent with the Cable Act. When not inconsistent with the context, words

used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Access Channel” means a downstream channel provided on the Cable System to transmit Access Programming to Subscribers.

B. “Access Programming” means noncommercial video programming produced by the City and its designees, including schools in the community, and transmitted over the Access Channel including, but not limited to:

1. “Educational Access” means Access Programming where schools are the primary users having editorial control over the programming. For purposes of this definition, “school” means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

2. “Government Access” means Access Programming where governmental institutions or their designees are the primary users having editorial control over the programming.

C. “Affiliate” when used in relation to Grantee means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

D. “Basic Service” means the lowest tier of Cable Service that includes, at a minimum, the retransmission of local television broadcast signals and Access programming if required by applicable federal law.

E. “Cable Act” collectively means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and any amendments thereto.

F. “Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in a Cable System, or who otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

G. “Cable Service” means (1) the one-way transmission to Subscribers of (a) video programming service or, (b) other programming services and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

H. “Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service, including video programming, and which is provided to multiple Subscribers within a community. Cable System does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves

Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that the facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent it is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of Title VI of the Communications Act of 1934; or (5) any facilities of any electric utility used solely for operating its electric utility system.

I. "City Council" means the City Council, the governing body of the City, or its successors.

J. "FCC" means the Federal Communications Commission, or successor governmental entity.

K. "Franchise" means this document, a contractual agreement, and any amendments and modifications thereto executed between the Franchising Authority and Grantee, containing the specific provisions of the authorization granted to operate a Cable System in the City.

L. "Gross Revenues" means all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Rights-of-Way in the Service Area, as calculated in accordance with Generally Accepted Accounting Principles (GAAP), subject to the following exclusions.

Gross Revenues do not include any taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenues do not include franchise fees pursuant to State law. Gross Revenues do not include revenue which cannot be collected by the Grantee and are identified as bad debt; provided that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period. Gross Revenues also do not include (i) refunds, rebates or discounts made to Subscribers or other third parties; (ii) any revenues classified as non-Cable Services revenue under federal or State law; (iii) revenues from the sale of capital assets or sales of surplus equipment or program launch fees, i.e., reimbursement by programmers to Grantee of marketing costs incurred by Grantee for the introduction of new programming; or (iv) directory or Internet advertising revenues including, but not limited to, Yellow Page, White Page and electronic publishing.

M. "Non-Discriminatory" means that the applicable law, code, ordinance, regulation, or procedure, both as it is written and as it is administered by the City, does not treat Grantee or Cable Operators differently than other similarly-situated users of the Right-of-Way, or as applicable, other businesses operating in the City.

N. "Normal Business Hours" means hours during which most similar businesses in the community are open to serve Subscribers. In all cases, Normal Business Hours shall include

some evening hours at least one night per week or some weekend hours. The Grantee will notify its Subscribers and the Franchising Authority of its Normal Business Hours.

O. "Normal Operating Conditions" means service conditions which are within the control of the Grantee. Conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages of other companies, utility company work on poles, severing of cable system plant by third persons, labor strikes, vandalism, accidents and severe or unusual weather conditions.

P. "Person" means an individual, partnership, association, trust, corporation, governmental entity (but shall not mean the Franchising Authority) or other entity.

Q. "Public Right-of-Way" or "Right-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, lane, drive, or circle, and including, but not limited to, public utility easements, dedicated utility strips or other rights-of-way dedicated for uses compatible with installing, operating, repairing or maintaining a Cable System.

R. "Service Area" means the present municipal boundaries of the City and includes any additions thereto by annexation or other legal means.

S. "Service Interruption" means the loss of picture or sound on one or more channels.

T. "Standard Installation" means installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.

U. "State" means the State of Wyoming.

V. "Subscriber" means a person who lawfully receives Cable Services from the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to make reasonable and lawful use of the Public Right-of-Way in the City to construct, operate, maintain, reconstruct, rebuild and upgrade a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise. Nothing in this Franchise shall be construed to preclude the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

A. Nothing in this Franchise shall be deemed to waive the lawful requirements of any Non-Discriminatory and generally applicable City ordinances or resolutions existing as of the effective date of this Franchise.

B. Each term, provision or condition herein is subject to the provisions of State law, federal law, and the lawful, Non-Discriminatory provisions of the City Code, and ordinances and regulations. The lawful, Non-Discriminatory provisions of the City Code and all subsequent amendments are expressly incorporated in this Franchise. However, the Franchising Authority may not unilaterally alter the material rights and obligations of Grantee under this Franchise. Notwithstanding the foregoing, neither party waives its rights to avail itself of federal or State preemption regarding the provisions of this Franchise.

C. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

D. The Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Service Area, or directly involved in the management or operation of the Cable System to provide Cable Service in the Service Area, will also comply with the terms and conditions of this Franchise.

E. This Franchise shall not include or be a substitute for:

1. Any permit required by the Franchising Authority for Public Right-of-Way users generally in connection with operations on or in the Public Right-of-Way or public property including, by way of example and not limitation, street cut or construction permits; or

2. Any permits or agreements for occupying any other property of the Franchising Authority or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

2.2 Term. The Franchise shall be for a term of ten years commencing on the effective date of the Franchise, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 Police Powers / Other Laws.

A. Grantee's rights are subject to the police powers of the Franchising Authority to adopt and enforce lawful and Non-Discriminatory laws, ordinances and regulations necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all such laws, ordinances and regulations enacted, or hereafter enacted by the Franchising Authority, provided that such laws, ordinances and regulations shall be reasonable, do not have the effect of limiting the benefits and rights or expanding the obligations of the Grantee that are granted by this

Franchise, and do not conflict with any federal or State laws that preempt such laws, ordinances or regulations. Grantee reserves the right to challenge provisions of any Franchising Authority law, ordinance or regulation that conflicts with its contractual rights under this Franchise or that is preempted by federal or State laws, either now or in the future.

B. Grantee and Franchising Authority shall comply with all federal and State laws, and the laws of any other legally constituted governmental unit having lawful jurisdiction over the subject matter of this Franchise, including any changes in such laws that occur subsequent to the effective date of this Franchise, provided that nothing in this Franchise shall preclude Grantee or Franchising Authority from challenging any such laws on any basis.

2.4 Use of Public Right-of-Way.

A. Subject to the Franchising Authority's supervision and control, Grantee may erect, install, construct, operate, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Right-of-Way within the City such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary or useful and appurtenant to the operation of a Cable System within the City for the origination and distribution of Cable Services. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Franchising Authority's Public Right-of-Way in compliance with all lawful, Non-Discriminatory City construction codes and procedures. As trustee for the public, the Franchising Authority is entitled to fair compensation to be paid for these valuable rights throughout the term of the Franchise, as outlined herein.

B. Grantee must follow Franchising Authority established requirements for placement of Cable System facilities in the Public Right-of-Way, including the specific location of facilities in the Public Right-of-Way. Within limits reasonably related to the Franchising Authority's role in protecting public health, safety and welfare, and so long as such requirements are lawful and Non-Discriminatory, the Franchising Authority may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Public Right-of-Way; may deny access if Grantee is not willing to comply with the Franchising Authority's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the Franchising Authority, or which is installed without prior Franchising Authority approval of the time, place or manner of installation, and charge Grantee for all the reasonable costs associated with removal; and may require Grantee to reasonably cooperate with others to minimize adverse impacts on the Public Right-of-Way through joint trenching and other arrangements.

C. Grantee agrees to use and be a participant in One Call of Wyoming-811 as required by State law.

2.5 Franchise Nonexclusive. This Franchise shall be nonexclusive. Any expansion of Grantee's Cable System in the Right-of-Way shall be subject to all prior rights, interests,

easements, permits or licenses granted by the Franchising Authority to any Person to use such Right-of-Way for any purpose the Franchising Authority deems fit, including the same or similar purposes allowed Grantee hereunder. Subject to subsection 9.2, the Franchising Authority may at any time grant authorization to use the Public Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Franchising Authority deems appropriate.

2.6 Effect of Acceptance. By accepting the Franchise, the Grantee:

A. Acknowledges and accepts the Franchising Authority's legal right to issue and enforce the Franchise; and

B. Accepts and agrees to comply with each provision of this Franchise subject to applicable law.

2.7 Permits Required for Construction. Prior to doing any work in the Public Right-of-Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Franchising Authority. As part of the permitting process, the Franchising Authority may impose any lawful and Non-Discriminatory conditions and regulations as are necessary for the purpose of protecting any structures in such Public Right-of-Way, proper restoration of Public Right-of-Way and structures, the protection of the public, and the continuity of pedestrian and vehicular traffic. Such conditions may also include the providing of a construction schedule and maps showing the location of the facilities to be installed in the Public Right-of-Way. Grantee shall pay all lawful, Non-Discriminatory and generally applicable fees for the requisite Franchising Authority permits received by the Grantee.

2.8 Maps Required. Grantee shall at all times maintain a complete set of GIS, DWF or other format of maps utilized by Grantee from time to time showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. Upon advance written notice to Grantee, the City's authorized representative(s) or agent(s) shall have the right to inspect such maps at Grantee's local office at a time mutually agreeable to the City and Grantee. Due to confidentiality and safety concerns, the City shall not be allowed to make copies of or take possession of any of Grantee's maps._

2.9 Compliance with Applicable Codes.

A. Franchising Authority Construction Codes. Grantee shall comply with all of the lawful, Non-Discriminatory and generally applicable provisions of the Franchising Authority construction codes, including, without limitation, building codes and zoning codes and regulations.

B. Tower Specifications. Antenna supporting towers shall be designed for the proper loading as specified by a licensed engineer in Wyoming. Antenna supporting towers shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations

of the Federal Aviation Administration and all other applicable federal, State, and lawful, Non-Discriminatory and generally applicable local codes or regulations.

C. Safety Codes. Grantee shall comply with all federal, State and lawful, Non-Discriminatory and generally applicable provisions of local safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electrical Safety Code and Occupational Safety and Health Administration standards.

2.10 Minimal Interference. Work in the Public Right-of-Way, on other public property, or near public or private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents given the work being done. Grantee's Cable System shall be constructed and maintained in such a manner as not to unreasonably interfere with sewers, water pipes, or any other property of the Franchising Authority, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Public Right-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to unnecessarily hinder or obstruct the free use of the Public Right-of-Way or other public property, and shall not unreasonably interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not unreasonably obstruct or impede traffic.

2.11 Joint Trench Opportunities. To minimize disruption to the Public Right-of-Way, the City shall provide Grantee with advance written notice when it intends to open extended stretches of the Public Right-of-Way to enable Grantee to explore the placement of its facilities at such time.

SECTION 3 **Standards of Service**

3.1 Construction Standards and Requirements. The Cable System shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices performed by experienced maintenance and construction personnel.

3.2 New Poles. Grantee shall not construct or install any new poles in the Right-of-Way without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. The Franchising Authority's enforcement of this provision shall be Non-Discriminatory and generally applicable to other users of the Right-of-Way.

3.3 Discontinuing Use.

A. Whenever Grantee intends to abandon a material above-ground facility or portion of the Cable System within the Public Right-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility, and request that the City permit it to remain in place, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee is not willing to comply with the foregoing requirements, the City may remove the facility at issue and charge Grantee for all the reasonable costs and attorneys' fees associated with such removal.

B. Subsection 3.3 (A) shall not apply to Grantee unless it is a lawful, generally applicable and Non-Discriminatory requirement of the City for other similarly situated users of the Public Right-of-Way.

C. Notwithstanding anything to the contrary herein, Grantee has the right to abandon any underground property without notice or approval.

D. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Programming purposes.

3.4 Inspection of Construction and Facilities. The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least 48 hours' notice, or, in case of an emergency, upon demand without prior notice. The City shall have the right to charge lawful, Non-Discriminatory and generally applicable inspection fees for necessary inspections.

3.5 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's lawful, Non-Discriminatory and generally applicable ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors.

3.6 Restoration of Public Rights-of-Way. If during the course of the Grantee's construction, operation or maintenance of the Cable System there occurs a disturbance of any Public Right-of-Way by the Grantee, it shall, at its expense, replace and restore the Public Right-

of-Way to a condition reasonably comparable to the condition of the Public Right-of-Way existing immediately prior to such disturbance.

3.7 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than 30 days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Right-of-Way, or remove from the Public Right-of-Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, highway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority. The Franchising Authority's enforcement of this provision shall be Non-Discriminatory in comparison to other similarly situated users of the Right-of-Way. If funds are generally made available to users of the Public Right-of-Way for such relocation, Grantee shall be entitled to its *pro rata* share of such funds.

3.8 Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (A) the expense of temporary raising or lowering of wires is paid by the permit holder, including, if required by the Grantee, making a payment in advance; and (B) the Grantee is given not less than ten business days advance written notice to arrange for temporary wire changes. The Franchising Authority's enforcement of this provision shall be Non-Discriminatory in comparison to other similarly situated users of the Right-of-Way.

3.9 Trimming of Trees and Shrubbery. The Grantee may trim trees or other natural growth overhanging any of its Cable System in the Service Area to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. The Grantee shall reasonably compensate the Franchising Authority for any material damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction or operation of the Cable System undertaken by the Grantee. Replacement with comparable trees and shrubs shall satisfy any and all obligations the Grantee may have to the Franchising Authority pursuant to the terms of this subsection. The Franchising Authority's enforcement of this provision shall be Non-Discriminatory and generally applicable in comparison to other similarly situated users of the Right-of-Way.

3.10 Safety Requirements. Construction, installation and maintenance of the Cable System must be performed in an orderly and workmanlike manner. All work must be performed in accordance with applicable FCC or other federal, State and lawful, Non-Discriminatory and general applicable local regulations. The Cable System shall not endanger or interfere with the safety of Persons or property in the Service Area.

3.11 Technical Standards. The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with federal regulations as revised or amended from time to time. Upon written request, the Franchising Authority shall

have the right to obtain a copy of test records or results of the Cable System's performance as required by FCC regulations.

3.12 Aerial and Underground Construction.

A. New Grantee Facilities. If Grantee is extending its Cable System into any portions of the Service Area currently unserved by Grantee where the existing transmission or distribution facilities (which, for purposes of clarity, does not include any traditionally ground-mounted appurtenances for such facilities, such as power supplies or pedestals) of the respective public utilities providing telephone communications and electric services and cable and other communications services plant are already underground, Grantee shall construct, operate, and maintain its new transmission and distribution facilities underground. In such areas where such transmission or distribution facilities of the respective public utilities providing telephone communications and electric services and cable and other communications services plant are both aerial and underground, Grantee and Franchising Authority shall mutually agree as to the placement of Grantee's transmission or distribution facilities, or any part, aurally or underground.

B. Existing Grantee Facilities. In the event that such transmission or distribution facilities of the respective public utilities providing telephone communications and electric services and cable and other communications services plant (excluding Grantee's Cable System) are placed underground after the effective date of this Franchise, the Grantee shall be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given not less than 120 days written notice to do so and access to trenches at the time such other facilities are placed underground. In the event that discussions between the City and any other company concerning placing facilities underground are to occur, the City shall promptly inform the Grantee of those discussions and invite the Grantee to participate in them.

C. New Developments. The Franchising Authority shall use reasonable diligence to provide the Grantee with written notice of the issuance of building or development permits for planned commercial or residential developments within the Service Area requiring undergrounding of cable facilities.

D. Local Improvement District. If an ordinance is passed creating a local improvement district which involves placing certain utilities or facilities underground including those of the Grantee which are located overhead, the Grantee will participate in the underground project after reasonable notice from the City and shall remove Grantee owned poles, cables and wires above the surface of the Public Rights-of-Way within the district and shall place its equipment underground in conformity with the requirements of the Franchising Authority and within a reasonable amount of time. The Grantee may include its costs of relocating facilities associated with the undergrounding project in a local improvement district if allowed under applicable law.

E. Nothing contained in this subsection 3.12 will require the Grantee to construct, operate, and maintain underground (i) any ground-mounted appurtenances such as Subscriber

taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals or other related equipment, or (ii) the Cable System in a manner that is not commercially or technologically feasible (i.e., in accordance with industry standards). All time requirements set forth in this subsection 3.12 are subject to subsection 8.7.

F. The Franchising Authority's enforcement of this subsection 3.12 shall be Non-Discriminatory in comparison to other similarly situated users of the Right-of-Way.

3.13 Required Extensions of Service. Unless Cable Service is already available from another Cable System Operator, Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least 25 residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service. The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. If, as a result of new construction, an area within the City meets the requirements of this subsection 3.13, Grantee shall provide Cable Service to such area within one year of receiving notice from the City that such requirements have been met.

3.14 Subscriber Charges for Extensions of Service. No potential Subscriber shall be refused Cable Service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate the cable drop underground, existence of more than 125 feet from distribution cable to connection of service to Subscribers, or a density of less than 25 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, Cable Service may be made available at a charge as mutually agreed by Grantee and such potential Subscriber.

3.15 Annexation. The City shall promptly provide written notice to Grantee of its annexation of any territory which is being provided Cable Service by Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon 60 days' written notice from the City, subject to the conditions set forth below. The City shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within 90 days after receipt of the annexation notice, pay the City franchise fees on Gross Revenues received from any area annexed by the City, if the City has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to add the addresses to its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within 90 days after it receives the annexed addresses as set forth above. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this subsection.

3.16 Service to Public Buildings. The Grantee will provide one outlet of Basic Service (and, if necessary, the equipment required to receive Basic Service) to City Hall, located at 1338 Rumsey Avenue, Cody, WY, 82414, to be used for the City's internal, non-commercial and non-

public use, at no charge to the City but on a voluntary basis. The Grantee will provide the Franchising Authority with at least 120 days' written notice in advance of any decision to alter or discontinue such complimentary service, provided that the Grantee will immediately discontinue such services to such location at such time that the Franchising Authority is not using such location for City purposes.

3.17 **Emergency Use.** In accordance with and at the time required by the provisions of federal and State laws and regulations, the Grantee shall install and maintain an Emergency Alert System ("EAS").

3.18 **Customer Service Standards.** The following Customer Service Standards shall only apply to the provision of Cable Service in the Service Area. In the event of a conflict between subsections (A) - (C) and 47 CFR § 76.309, as it may be amended, the latter shall control. In the event of a conflict between subsection (D) and 47 CFR § 76.1602, as it may be amended, the latter shall control. In the event of a conflict between subsection (E) and 47 CFR § 76.1603, as it may be amended, the latter shall control. In the event of a conflict between subsection (F) and 47 CFR § 76.1619, as it may be amended, the latter shall control.

A. Cable System Office Hours and Telephone Availability.

1. The Grantee will maintain a local or toll-free telephone access line which will be available to Subscribers 24 hours a day, seven days a week.

a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours.

b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer service representative, including wait time, will not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed 30 seconds. These standards will be met no less than 90% of the time under Normal Operating Conditions, as measured on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless a historical record of complaints indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than 3% of the time.

5. Customer service center and bill payment locations, if any, will be open during Normal Business Hours and will be conveniently located.

B. Installations and Service Calls. Under Normal Operating Conditions, each of the following four standards will be met no less than 95% of the time, as measured on a quarterly basis:

1. Standard Installations will be performed within seven business days after an order has been placed unless scheduled at a later time by customer request.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide "appointment window" alternatives for installations, service calls and other installation activities, which will be either a specific time, or at a maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the customer.

4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or 30 days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.

2. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

D. Notifications to Subscribers. The Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

1. Cable Services offered;

2. Prices and options for Cable Service and conditions of subscription to Cable Service;

3. Installation and service maintenance policies;

4. Instructions on how to use the Cable Service;

5. Channel positions of programming carried on the Cable System; and

6. Billing and complaint procedures, including the address and telephone number of the local Franchising Authority's office.

E. Other Notifications to Subscribers. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the Cable System or otherwise as required or permitted by the FCC. Notice will be given to Subscribers a minimum of 30 days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers 30 days in advance of any significant changes in the other information required by subsection (D) above.

F. Billing.

1. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.

2. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within 30 days from receipt of the complaint.

3.19 Access Channel(s).

A. Access Channels. The Grantee shall make available and maintain one Access Channel to be used for Access Programming. When first-run programming (not including graphics pages) on the first Access Channel occupies 50% of the hours between 11:00 a.m. and 11:00 p.m., for any 12 consecutive weeks, the Franchising Authority may request the use of one additional Access Channel for the same purpose. The additional Access Channel must maintain first-run programming (not including graphics pages) 25% of the hours between 11:00 a.m. and 11:00 p.m. for 12 consecutive weeks. If this level of programming is not maintained, that Access Channel will be returned to the Grantee for its use. The Grantee also reserves the right to program the designated Access Channels during the hours not used by the Franchising Authority or its designees.

B. Existing Return Line. As of the effective date of this Franchise, Grantee is transporting standard definition Access Programming that originates from the City Hall, located at 1338 Rumsey Avenue, Cody, WY 82414 to Grantee's Cable System headend using equipment

and coaxial or fiber cable that belong to Grantee (the "Existing Return Line"). Grantee will continue to transport the standard definition Access Programming originating from such location using the Existing Return Line during the term of this Franchise; provided that such location continues to produce Access Programming, and further provided that the City is responsible for (a) all costs and equipment required to produce the Access Programming and maintain same in good working order; (b) any repair or replacement costs necessarily incurred by Grantee related to the Existing Return Line, including those necessary to maintain signal quality in accordance with FCC regulations; and (c) all costs related to modifying, upgrading or moving any Existing Return Line.

C. HD Upgrade. When all of the following conditions are satisfied, and upon written request by the City, Grantee shall convert the Access Channel(s) into high definition format ("HD") no more than six months following Grantee's receipt of such request from the City which shall include the City's written commitment to the conditions below. Any HD Access Channel provided under this subsection will replace the applicable existing Access Channel.

1. The City has the ability to produce substantially all of its Access Programming in HD, commits to produce, and upon the availability of an HD Access Channel does produce, at least five hours per week of Access Programming in HD for such Access Channel. The calculation of at least five hours per week may include an original showing of any Access Programming plus one repeat per week. All equipment necessary to produce and transmit any Access Programming in HD on the Cable System (including all equipment in City Hall and in Grantee's headend specifically required for such transmission, but excluding any equipment required for Grantee to operate the Cable System whether or not there is any Access Programming) shall be at the City's cost.

2. Grantee agrees to work cooperatively with the City to ensure the necessary equipment owned by the City and used to produce Access Programming complies with Grantee's Cable System requirements.

3. The City and Grantee enter into a commercial agreement with respect to the upgrade of the applicable Existing Return Line in order to transport the Access Programming in HD from Grantee's demarcation point at the origination location to Grantee's Cable System headend, for the maintenance of such upgraded return line, and for the transport of the Access Programming on such upgraded return line.

D. Access Channel Locations. Access Channels shall be placed on Basic Service if required by applicable law.

E. Relocation of the Access Channel(s). Grantee shall provide the City and all Subscribers with as much prior written notice of any relocation of the Access Channel(s) as reasonably possible, but in no event less than 30 days if such relocation is within the control of Grantee.

F. Access Programming Capital Grant. In the event that all other competing video providers in the City with facilities located wholly or partly in the Public Rights-of-Way and over whom the Franchising Authority has the regulatory authority to impose such an obligation are required to provide and do provide the same grant to the Franchising Authority, Grantee shall provide to the Franchising Authority a financial contribution for use in support of the production of Access Programming in the amount of up to \$0.15 per subscriber per month (the "Access Capital Grant"). The Franchising Authority shall provide at least 120 days advance written notice of the requirement to provide the Access Capital Grant, and shall provide Grantee with any documentation reasonably requested by Grantee with respect to such grant also being provided by such competing video providers. The Access Capital Grant shall be due and payable concurrently with the payment of franchise fees. The Access Capital Grant shall be used solely by the City for Access Programming capital costs, including, but not limited to, studio and portable production equipment, editing equipment, and program playback equipment, or for renovation or construction of Access Programming facilities. Upon written request, the Franchising Authority shall provide evidence to Grantee of the specific use of the Access Capital Grant. To the extent permitted by federal law, the Grantee shall be allowed to recover the cost of the Access Capital Grant from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

G. Technical Quality. Subject to 3.19(B) above, Grantee shall maintain the Access Channel(s) and Existing Return Line in compliance with FCC regulations regarding signal quality. With respect to signal quality, Grantee shall not be required to carry the Access Channel(s) in a higher quality signal format than that delivered to Grantee.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee. As compensation for the use of valuable Public Rights-of-Way, Grantee shall pay the Franchising Authority a franchise fee of five percent (5%) of Grantee's Gross Revenues. If the Franchising Authority reduces the franchise fee percentage, the reduction shall be passed through to Subscribers.

4.2 Payments. The Grantee's franchise fee payments to the Franchising Authority shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

4.3 Acceptance of Payment and Recomputation. No acceptance of any payment shall be construed as an accord and satisfaction by the Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Franchising Authority may have for further or additional sums payable or for the performance of any other obligation of Grantee.

4.4 Quarterly Franchise Fee Reports. Each payment shall be accompanied by a written report to the Franchising Authority, verified by an authorized representative of the Grantee,

containing an accurate statement in summarized form, as well as in reasonable and customary detail, of the Grantee's Gross Revenues and the computation of the payment amount.

4.5 Audits. On an annual basis, upon 30 days prior written notice, the Franchising Authority shall have the right to conduct an independent audit of the Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP, and conducted by an independent certified public accounting firm of national or regional reputation. The complete audit report, including the results of such audit, shall be shared with the Grantee promptly after the audit results are provided to the Franchising Authority (the "Audit Information") and the Grantee shall be provided with an opportunity to discuss the auditor's finding with the auditor and to dispute the audit results. Any undisputed amounts due to the Franchising Authority as a result of the audit shall be paid within 60 days following the later of the delivery of the written notice to the Grantee by the Franchising Authority, or the delivery to the Grantee of the Audit Information. If the audit shows that franchise fee payments have been underpaid by 5% or more, and subject to applicable law, Grantee shall pay the documented, itemized cost of the audit, such cost not to exceed \$10,000. The Franchising Authority's right to audit and the Grantee's obligation to retain records related to a franchise fee audit for any year shall expire three years after the end of that year.

4.6 Late Payments. In the event any payment due quarterly is not received within 45 days from the end of the calendar quarter, the Grantee shall pay, in addition to the amount due, interest on the amount due, at the rate of 1% per month, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. Notwithstanding anything herein to the contrary, the requirements of this subsection do not apply to amounts incorrectly omitted from an otherwise timely made payment, which were subsequently corrected and submitted to the Franchising Authority.

4.7 Underpayments. If a franchise fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest on the amount due at the rate of 1% per month calculated from the date the underpayment was originally due until the date the Franchising Authority receives the payment.

4.8 Equivalent Franchise Fee Obligation. The City shall impose an equivalent franchise fee obligation (with respect to the percentage and definition of Gross Revenues) of the obligations contained in this Franchise, on all new and renewed providers of Cable Service in the City. In the event any new or renewed franchise agreement contains such franchise fee obligations that are lesser than such obligations imposed in this Franchise, Grantee's obligations under this Franchise shall thereafter be automatically modified to match such franchise fee obligations of such other provider of Cable Service.

4.9 Tax Liability. The franchise fee shall be in addition to any and all lawful and Non-Discriminatory taxes, levies, assessment, license fee, permit fee, or charge on the business, occupation, property or income of the Grantee which are now or will be required to be paid to the Franchising Authority, or under federal or State law, provided that such additional assessments do not violate Section 542 of the Cable Act.

4.10 Financial Records. The Grantee agrees to meet with a representative of the Franchising Authority upon request to review the Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which is reasonably necessary for reviewing reports and records relevant to the enforcement of this Franchise.

4.11 Filing on Termination. If this Franchise terminates for any reason, the Grantee shall file with the Franchising Authority, within 90 calendar days of the date of the termination, a financial statement, verified by an authorized representative of the Grantee, showing the Gross Revenues received by the Grantee since the last quarterly payment through the date of termination.

4.12 Enforcement by City. The Franchising Authority shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the Franchising Authority.

4.13 Rates and Charges. All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Franchising Authority to the full extent authorized by applicable federal and State laws.

4.14 Renewal of Franchise.

A. The Franchising Authority and Grantee agree that renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections have been preempted and superseded by the provisions of any subsequent provision of federal, state or local law.

B. In addition to the procedures set forth in Section 626(a) of the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of the Grantee under the current franchise term. The Franchising Authority further agrees that preliminary assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under the Cable Act and seek renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this subsection, the Grantee and Franchising Authority agree that at any time during the term of the current Franchise, while affording the public adequate notice and opportunity to comment, the Franchising Authority and Grantee may agree to undertake and finalize informal negotiations regarding renewal of the Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and Franchising Authority consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

4.15 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires

ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be pursuant to the provisions set forth in Section 627 of the Cable Act.

4.16 Transfer of Cable System and Franchise. The Grantee's right, title or interest in the Cable System and Franchise shall not be sold, transferred or assigned, other than to an entity controlling, controlled by or under common control with the Grantee, without the prior written consent of the Franchising Authority, such consent not to be unreasonably withheld, conditioned or delayed. However, no consent shall be required for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. The Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within 120 days after receiving such request and all required documents, consent shall be deemed granted by the Franchising Authority.

SECTION 5

Books and Records

The Grantee agrees that the Franchising Authority, upon reasonable notice to the Grantee, may review Grantee's books and records at the Grantee's business office, during Normal Business Hours and on a nondisruptive basis, to ensure compliance with the material terms of this Franchise. Grantee agrees to provide to the Franchising Authority, for its review of Grantee's books and records, adequate space within which to conduct said review in a nondisruptive, clean and reasonably comfortable location. Notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Records include, but are not limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth in this Franchise, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents that have a need to know, or in order to enforce the provisions hereof, subject to public disclosure requirements. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements.

A. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

1. Commercial General Liability insurance with limits of no less than \$2,000,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall name the City as an additional insured.

2. Commercial Automobile Liability insurance with minimum combined single limits of \$2,000,000 each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System.

3. Umbrella liability insurance in the amount of \$5,000,000.

B. The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an additional insured. Such insurance shall be noncancellable except upon 30 days prior written notice to the Franchising Authority.

C. Deductibles / Endorsements

1. Any deductible of the policies shall not in any way limit Grantee's liability to the City.

2. Endorsements. All policies shall contain, or shall be endorsed so that:

a. Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be in excess of Grantee's insurance and shall not contribute to it; and

b. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

3. Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

6.2 Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, City Council, boards, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees and expenses, arising from any injury, casualty or accident to any Person or property, arising out of, or by reason of, any negligent act or omission of Grantee (including without limitation by its contractors, subcontractors, agents or employees), including, without limitation, with respect to construction, excavation, operation, maintenance, reconstruction, relocation, repair, upgrade or removal of the Cable System, provided that the City promptly tenders the defense of the claim or action to Grantee in writing with sufficient time to enable Grantee to retain counsel and prepare a timely response and provided further that such indemnification obligations will not apply with respect to (a) any action or omission of Grantee, its contractors, subcontractors, agents or employee acting (or refraining from acting) at the direction of the City, its employees or its agents, so long as Grantee, its contractors,

subcontractors, agents or employees are not negligent or reckless with respect to their actions or omissions, (b) Access Programming or the Access Channel(s), or (c) any act or omission of the City, its employees or its agents. Grantee shall consult and cooperate with the City while conducting its defense of the City.

SECTION 7

Performance Bond

As a condition of the Franchise being awarded, and throughout the term of the Franchise, if Grantee fails to perform a material obligation of this Franchise and does not cure the non-performance within 30 days after written notice by the City, Grantee shall provide and maintain a performance bond in the amount of \$20,000. The performance bond may be drawn upon by the Franchising Authority to ensure the Grantee's faithful performance of each material term and condition of the Franchise. The Franchising Authority agrees to either return the original bond or sign the necessary documentation to release the bond promptly upon transfer of the Franchise.

SECTION 8

Enforcement and Termination of Franchise

8.1 Notice of Violation. In the event the Franchising Authority believes that Grantee has not complied with the material terms of the Franchise, the Franchising Authority and Grantee agree to attempt to informally resolve any issues first through verbal or written communication. If such discussions are not successful, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

8.2 Grantee's Right to Cure or Respond. The Grantee has 30 days from receipt of the notice described in subsection 8.1:

A. To respond to the Franchising Authority, contesting the assertion of noncompliance, or requesting further information to evaluate the alleged violation;

B. To cure such default; or

C. In the event the default cannot be cured within the 30 day period, initiate reasonable steps to remedy such default as expeditiously as reasonably possible and notify the Franchising Authority of the steps being taken and the projected date that the default will be cured.

8.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 8.1 pursuant to the procedures set forth in subsection 8.2, or in the event that the alleged default is not remedied within 30 days or the date projected pursuant to subsection 8.2 (C) above, the Franchising Authority shall schedule a public hearing to investigate the default if it desires to continue to pursue the matter. The Franchising Authority shall notify the Grantee in writing of the time and place of such hearing and provide the Grantee with an opportunity to be heard. Written notice will be provided at least 30 days in advance of the hearing. At the time of

the public due process hearing, the Grantee may present evidence and information regarding the alleged breach of the Franchise and shall have the right to examine and cross-examine witnesses. If the situation has been resolved, or steps are being taken to resolve the situation, the Grantee may present such information at the hearing. The public hearing shall be on the record and a written transcript shall be promptly made available to the Grantee, and in no event later than thirty days after such hearing. The decision of the Franchising Authority shall be made in writing based on the evidence presented at the hearing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court.

8.4 Enforcement/Alternative Remedies. Subject to applicable federal, state and local law and after the public hearing described in subsection 8.3, the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may seek any of the following remedies:

- A. Seek specific performance of any provision, which reasonably lends itself to that remedy, as an alternative to damages or seek other equitable relief;
- B. Commence an action at law for monetary damages; or
- C. For certain violations, assess liquidated damages, subject to subsection 8.5.
- D. In the case of a substantial noncompliance with a material provision of the Franchise, declare the Franchise to be revoked, subject to subsection 8.6.

The exercise of one remedy by the Franchising Authority shall not foreclose use of another, provided that liquidated damages shall be an exclusive remedy for the time period in which they are assessed; further provided, however, that liquidated damages shall not be a substitute for any legal action the Franchising Authority may have the right to pursue once assessment of liquidated damages ceases. The Franchising Authority and Grantee reserve and may exercise any rights each may have under law or in equity with respect to such remedies.

8.5 Assessment of Liquidated Damages. If following the process in subsections 8.1-8.3, the Franchising Authority determines that the Grantee is in violation of any of the following requirements of this Franchise, the Franchising Authority may begin assessing liquidated damages against the Grantee following the notice set forth below.

- A. \$50.00 per day for material departure from the FCC technical performance standards;
- B. \$50.00 per day for failure to provide the Access Channel(s);
- C. \$50.00 per day for each material violation of the Customer Service Standards that has been determined to have had a demonstrated, negative impact on Subscribers; and
- D. \$50.00 per day for any material breaches or defaults not previously listed.

The Franchising Authority shall provide the Grantee with written notice that it intends to assess liquidated damages as a remedy. Liquidated damages may not be assessed until the Grantee has received such notice. With respect to liquidated damages, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or failure may only be assessed under any one material term. Nothing herein is intended to allow duplicative recovery from or payments by the Grantee or its surety.

To the extent that the Franchising Authority elects to assess liquidated damages as provided in this Franchise, such damages shall be the Franchising Authority's sole and exclusive remedy for such breach or violation for the time period assessed and shall not exceed a time period of 180 days or \$10,000 in the aggregate. Nothing in this subsection is intended to preclude the Franchising Authority from exercising any other right or remedy with respect to a breach that continues past the time the Franchising Authority stopped assessing liquidated damages for such breach.

The Grantee reserves and may exercise any rights it has under law or in equity with respect to the assessment against it of liquidated damages, including pursuing judicial relief before or after paying any liquidated damages. The Grantee's payment of any liquidated damages shall not be deemed an admission of a violation of the Franchise, an agreement by the Grantee that such assessments were justified, or a waiver of any of the Grantee's rights with respect to such assessment.

8.6 Revocation.

A. If after the public hearing described in subsection 8.3 the Franchising Authority determines that there has been substantial noncompliance with a material provision of the Franchise and seeks to revoke the Franchise, the Franchising Authority shall give written notice to the Grantee of such intent. The notice shall set forth the exact nature of the noncompliance. The Grantee has 30 days from the notice to object in writing and to state its reasons for the objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may seek revocation of the Franchise at a public meeting. The Franchising Authority shall cause to be served upon the Grantee, at least 30 days prior to a public meeting, a written notice specifying the time and place of the meeting and stating its intent to request the revocation.

B. At the designated meeting, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, introduce evidence and examine and cross-examine witnesses, after which the Franchising Authority shall determine whether or not the Franchise shall be revoked. Revocation shall require a written and published decision which explains the reasons for revocation and adequately addresses the Grantee's defenses and reasons raised against revocation. The Grantee may appeal such determination to an appropriate court, which has the power to review the decision of the Franchising Authority as provided by law. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted. Nothing in this Franchise, including the enforcement provisions set forth in this Section 8, shall prevent Grantee from filing at any time a legal action in any permissible court or

tribunal seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise.

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C. The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

8.7 Force Majeure. Notwithstanding any other provision of this Franchise, the Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement, damages or fines relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where noncompliance or alleged defaults occurred or were caused by pandemics, epidemics, strike, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature, labor disputes or other event that is reasonably beyond the Grantee's ability to anticipate and control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and equipment are attached, as well as unavailability of materials or qualified labor to perform the work necessary that is reasonably beyond the Grantee's ability to anticipate and control.

8.8 Technical Violations. Notwithstanding any other provision of this Franchise, the parties agree that it is not the Franchising Authority's intention to subject the Grantee to enforcement, damages or fines relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), for so-called "technical" breaches or violations of the Franchise, which shall include, but are not limited to, the following:

A. In instances or for matters where a violation or a breach by the Grantee of the Franchise was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area; or

B. Where circumstances reasonably beyond the control of the Grantee precipitated a violation by the Grantee of the Franchise or prevented the Grantee from complying with a term or condition of the Franchise.

8.9 False Statements. Any false or misleading statement or representation in any report required by this Franchise, not including clerical errors or errors made in good faith, may be deemed a material breach of this Franchise and may subject the Grantee to all remedies, legal or equitable, which are available to the Franchising Authority under this Franchise.

SECTION 9

Miscellaneous Provisions

9.1 Actions of Parties. In any action by the Franchising Authority or Grantee that is mandated or permitted under the terms of this Franchise, the party shall act in a reasonable,

expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, approval or consent shall not be unreasonably withheld.

9.2 Similar Treatment.

A. If during the term of this Franchise or any extension thereof, the Franchising Authority grants or renews a franchise or right to another Cable Operator containing a term or terms more favorable or less burdensome than those granted to the Grantee in this Franchise, this Franchise shall be deemed modified to incorporate the more favorable or less burdensome terms at the written request of the Grantee.

B. If during the term of this Franchise or any extension thereof, the Franchising Authority has the regulatory authority to grant rights to, and/or to impose an obligation that is required of Grantee under this Franchise on, a provider of commercial video services in the City, which provider has facilities located wholly or partly in the Public Rights-of-Way (without regard to the technology used to deliver such services) but which is not a "cable operator" as such term is defined in the Cable Act, and the Franchising Authority (1) grants more favorable rights to such video provider than Grantee, (2) does not impose such obligation on such video provider, or (3) imposes a less burdensome form of such obligation on such video provider, then this Franchise shall be deemed modified to incorporate such more favorable rights or less burdensome obligations at the written request of the Grantee. For clarification purposes, if the City does not have the regulatory authority to grant such more favorable rights to Grantee or impose a particular obligation on such provider of commercial video service, this Franchise shall not be modified with respect to such particular right or obligation.

9.3 Notices. Every notice or response required by this Franchise to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party when hand delivered or five business days after having been posted in a properly sealed and correctly addressed envelope when sent by certified or registered mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Cody
P.O. Box 2200
1338 Rumsey Avenue
Cody, Wyoming 82414
Attention: City Administrator

The notices or responses to the Grantee shall be addressed as follows:

Spectrum Pacific West, LLC, l/k/a Charter Communications
611 E. Carlson Street
Cheyenne, WY 82009
Attention: Government Affairs

With a copy to:

Charter Communications
Attn: VP, Government Affairs & Franchising
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

The Franchising Authority and the Grantee may designate another address or addresses from time to time by giving notice to the other.

9.4 Descriptive Headings. The headings to sections or subsections are intended solely to facilitate the reading thereof. They shall not affect the meaning or interpretation of the text herein.

9.5 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and Franchising Authority relating to the subject matter hereof and supersedes all prior oral and written negotiations between the parties.

9.6 Amendments. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the City and Grantee.

9.7 De Novo Review. Any determination by the City regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

9.8 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person to enforce the terms of this Franchise.

9.9 Severability. If any section, subsection, sentence, paragraph or provision hereof is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph or provision hereof, all of which will remain in full force and effect.

9.10 Publication Costs. Grantee shall pay the City for the reasonable cost incurred by the City for publication or notice of this Franchise.

9.11 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

9.12 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

9.13 Waiver. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

9.14 Venue and Governing Law. Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in the District Court, Park County, Wyoming, or in the United States District Court for the District of Wyoming in Casper. This Franchise shall be governed, construed and enforced in accordance with State and federal law, and Non-Discriminatory local law in accordance with the terms of this Franchise.

9.15 Wyoming Governmental Immunity. The Franchising Authority does not waive its governmental immunity and its defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

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

That this Franchise shall become effective upon final passage and publication in the Cody Enterprise and signature by the Mayor of the City of Cody.

PASSED ON FIRST READING:

PASSED ON SECOND READING:

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING:

Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise on the _____ day of _____, 2023.

CITY OF CODY

Mayor

(SEAL)

Attest:

City Clerk

SPECTRUM PACIFIC WEST, LLC
By Charter Communications, Inc., Its Manager

By: _____
Name: _____

Title: _____

Attest:

Secretary

ORDINANCE 2023-01

AN ORDINANCE AMENDING TITLE 10, CHAPTER 11 “SUPPLEMENTAL DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS” OF THE CITY OF CODY CODE

WHEREAS, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on January 12, 2023, which notice advertised the public hearing to be held at the Council Meeting on February 7, 2023, and an additional opportunity to discuss the proposed amendments with the Planning and Zoning Board at their January 24, 2023 meeting;

WHEREAS, a public hearing was held on February 7, 2023, before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance, and considered the Planning and Zoning Board recommendation;

WHEREAS, the Planning and Zoning Board recommends approval of the amendments to the zoning ordinance as specified herein;

WHEREAS, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 11 “Supplemental Development Standards for Commercial and Industrial Zoning Districts”, of the City of Cody Code is hereby amended to read as attached in Exhibit A.

Effective Date. This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

PASSED, ADOPTED AND APPROVED
ON THIRD AND FINAL READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

PROPOSED AMENDMENTS ARE SHOWN USING "TRACK CHANGES", IN BLUE

CHAPTER 11

SUPPLEMENTAL DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

10-11-1: APPLICABILITY:

The land uses that are identified herein, when located in a with-an-asterisk (*) in the Limited Business (D-1), General Business (D-2), Open Business/Light-Industrial (D-3), High Tech/Data Processing/Light Manufacturing (D-4), Industrial (E), and/or Heavy Industrial (HI) Zoning Districts, are subject to the corresponding regulations of this chapter, which regulations are in addition to other applicable sections of this title and any conditions that may be imposed pursuant to a conditional use permit review. The standards of this chapter shall apply unless waived or altered pursuant to the zoning variance process; provided, those standards identified herein with "(SE)", may be waived or altered pursuant to the special exemption process of section 10-14-2 of this title. In no case shall any of the following standards be waived or modified to the extent that the result is tantamount to a rezone or the use no longer meets the specified definition thereof. (Ord. 2017-10, 4-13-2017)

10-11-2: SUPPLEMENTAL DEVELOPMENT STANDARDS:

The supplemental development standards are listed by use, in alphabetical order:

A. "A" Uses: Reserved. (Ord. 2017-10, 4-13-2017)

B. "B" Uses:

Bed and breakfast inn.

1. The bed and breakfast inn must meet the definition set forth in chapter 2 of this title.
2. The owner must be living on the property at the time the bed and breakfast is in operation.
3. Total guest occupancy of a bed and breakfast inn property is limited to no more than ten (10) persons. (Establishments exceeding 10 persons fall within the zoning classification of "hotel".) The Planning and Zoning Board may further limit total guest occupancy (e.g., beds and/or guest rooms) of a proposed bed and breakfast inn based on lack of parking and other neighborhood impacts identified in the review process.
4. Vehicle access must comply with the requirements of the International Fire Code, appendix D, or other established standard acceptable to the Fire Marshal.
5. Cooking facilities in guest rooms are not permitted.
6. The facility must pass a fire and life safety inspection before it may be used as a bed and breakfast inn, which inspection includes verification of the following.
 - a. At a minimum, the bed and breakfast inn shall be equipped with functional sSmoke detectors located where required by code and operable;
 - b. aA fire extinguisher (minimum rating 2A:10BC) located in a visible or clearly labeled location;and
 - c. aeCarbon monoxide alarm(s) where required by code and operable if applicable.
 - d. The address number is posted and visible using 4" tall or large numbers on a contrasting background;

e. Access in/out of the facility complies with applicable codes (e.g. stairs, handrails);
f. Proper access to the electrical panel is provided;
g. No fire hazards are observed (e.g. combustibles are kept away from heat sources, extension cords and outlet strips are used in a compliant manner, dryer vent is free from obstruction, no exposed electrical wiring);
h. Each sleeping room is shall be provided with Code-compliant means of egress an emergency escape and rescue opening that complies with sections R310.1, R310.2, R310.3, and R310.4 of the International Residential code, or corresponding provisions of the International Building Code if applicable; and,-
i. Emergency contact numbers are clearly posted (manager and 911).
7. The facility is to be inspected for the above items at least annually. Upon any change of ownership and on every third year after the initial inspection, the facility must be reinspected by the City and pass inspection. In the other years, the owner or manager is to perform the inspection. The authority having jurisdiction (i.e., Fire Marshal and/or building official) may have additional requirements pursuant to the adopted Fire and/or Building Code.
8. 7- Individual guest occupancy is limited to temporary periods of less than one hundred twenty (120) consecutive days, and less than one hundred twenty (120) days in any one-year period.
9. 8- Bed and breakfast inns shall not be used as "reception facilities" as defined in this title, unless such use is otherwise permitted in the zoning district in which the property is located and authorization for such has been granted by the reviewing official.
10. 9- The bed and breakfast inn must maintain compliance with the WY Department of Revenue licensing requirements, including payment of Lodging Taxes.
11. 10- All bed and breakfast inns must maintain compliance with the Wyoming Food Safety Rule (WY Department of Agriculture) and related licensing requirements.
12. 11- Unless otherwise exempted or authorized by this title, one off-street guest parking space shall be provided for every two (2) lodging units or fraction thereof. The guest parking shall be in addition to the two (2) spaces required for the owners/manager. (SE)
13. 12- Prior to initial operation and annually by May 1st thereafter, All bed and breakfast inns, ~~whether existing or proposed,~~ shall register with the City of Cody, pass the fire and life safety inspection, and provide evidence of compliance with the Wyoming Food Safety Rule. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce these provisions, both for the initial authorization and for ongoing compliance. Payment of an application fee is required pursuant to the City's adopted fee schedule. A late fee, also as specified in the adopted fee schedule, may also be assessed to owners of bed and breakfast inns that fail to register before making the inn available for initial use, or that do not complete their annual renewal by May 1st of each year. Authorized bed and breakfast facilities shall post a certificate issued by the City of Cody identifying such authorization. The certificate shall expire at the end of May 1st following the year in which the certificate was issued. Authorized bed and breakfast inns shall post a document issued by the City identifying such authorization in a visible location. (Ord. 2018-04, 4-17-2018)

- C. "C" Uses: Reserved.
- D. "D" Uses: Reserved.
- E. "E" Uses: Reserved.
- F. "F" Uses: Reserved.
- G. "G" Uses: Reserved.

- H. "H" Uses: Reserved.
- I. "I" Uses: Reserved.
- J. "J" Uses: Reserved.
- K. "K" Uses: Reserved.
- L. "L" Uses: Reserved.
- M. "M" Uses: ~~Reserved.~~

Manufactured home.

In addition to any restriction of a specific zoning district, no more than two (2) manufactured homes shall be placed on a single lot, unless the property is developed in accordance with the mobile home park/manufactured home park standards of this Code. Manufactured homes shall also comply with the following requirements, except when displayed on a commercial sales lot, or stored in a commercial manufactured home production or storage facility. The manufactured home must:

1. Be placed and anchored per the manufacturer's installation instructions or per the design of a professional engineer or architect licensed in Wyoming;
2. Maintain a minimum crawl space of eighteen inches (18") under the entire unit, or twenty-four inches (24") if mechanical equipment is located or accessed in the crawl space;
3. Have the axle(s) removed;
4. Have skirting or sidewalls installed to enclose all areas between the lower edge of the outside walls and the ground; and,
5. Have steps or inclined ramps affixed to all entrances.
6. If the manufactured home is to be "attached" to the property so as to be taxed as real property (i.e., title elimination process pursuant to WY Statute 31-2-502), it shall be placed on a permanent foundation as defined by HUD. (See HUD publication "Permanent Foundations Guide for Manufactured Housing (4930.3G), and/or appendix "Manufactured Housing Used as Dwellings" of the IRC.").

Multi-family development. This section shall apply to all multi-family developments containing more than four (4) dwelling units that are located outside of the downtown architectural district. A multi-family development project that includes multiple lots shall be considered as one (1) property or development for purposes of implementing the standards set forth in this use.

1. Purpose:

- a. To create multi-family housing that is safe and convenient and that enhances the quality of life of its residents.
- b. To create quality buildings and designs for multi-family development that will enhance the visual character of the community.
- c. To create building and site design in multi-family development that is sensitive to, and well-integrated with, the surrounding neighborhoods.
- d. To create open space areas that contribute to the aesthetics of the community, provide an attractive setting for buildings, and provide safe, interesting outdoor spaces for residents.

2. Site Design:

- a. Multi-family housing developments shall be separated from any abutting single-family housing (attached or detached) that is located in a RR, R-1, R-2 or R-2MH zone by a six foot (6') tall fence, of traditional construction (e.g., vinyl, wood, block), that provides a solid visual barrier to a height of at least five feet (5'). Provided, the reviewing official may waive all or part

of the fence requirement when the design and characteristics of the multi-family housing development otherwise provide reasonable privacy for abutting single-family housing. (SE)

b. All waste storage facilities (e.g., dumpsters) shall be located in an area not readily visible from a public street, or shall be screened from view from a public street. (SE)

c. Provide a central mailbox, including provisions for parcel mail, which is located to provide safe pedestrian and/or vehicular access and complies with USPS standards.

d. A minimum of sixty (60) square feet of private, usable open space shall be provided for, and immediately adjacent to, each dwelling unit. This requirement can be satisfied through porches, patios, decks, and/or enclosed yards. Common open space, building entryways, stairs, and parking areas shall not count towards this requirement. (SE)

e. Multi-family developments with twenty (20) units or more shall provide the following:
(1) A property management office; or signage indicating a phone number for the property manager.

(2) A directory and map of the development at an entrance or convenient location for those entering the development.

3. Common Open Space Requirements:

a. A minimum area of outdoor common open space shall be provided and maintained as follows:

(1) One hundred fifty (150) square feet per dwelling unit containing five hundred (500) square feet or less of living area. (SE)

(2) Two hundred (200) square feet per dwelling unit containing more than five hundred (500) square feet. (SE)

b. Common open space may be located in multiple areas; provided, each area shall be not less than three hundred (300) square feet in size and shall have minimum length and width dimensions of fifteen feet (15') at all points. (SE)

c. In phased developments, common open space shall be provided in each phase of the development consistent with the requirements for the size and number of dwelling units. (SE)

d. Common open space areas shall not be immediately adjacent to collector or arterial streets, unless separated from the street by a berm or constructed barrier at least four feet (4') in height. (SE)

4. Architectural Character:

a. All multi-family building elevations shall have a portion of the elevation devoted to architectural features designed to provide articulation and variety. These features shall include, but are not limited to: windows, bays, offsetting walls, and multiple siding finishes/materials.

b. Main entrances, which are the primary point(s) of entry where the majority of building users will enter and leave, shall be designed as an obvious entrance and focal point of the building through architectural treatment, lighting, and address identification.

c. Roof forms shall include variety and detail when viewed from the street and/or front elevation. Roofs shall have at least one (1) variation in the roof (e.g., gabled wing or overbuild, dormer, pitch break) for every four (4) units, or fraction thereof, in the building.

d. All roof mounted mechanical, electrical, communications, and service equipment should be screened from public view from the adjacent public streets and residential properties by the use of parapets, walls, enclosures, or other suitable means.

5. Landscaping:

a. All street-facing building elevations shall have landscaping along their foundation. The foundation landscaping shall meet the following minimum standards:

- (1) The landscaped area shall be at least three feet (3') wide.
- (2) For every six (6) linear feet of foundation, a shrub, perennial, or tree having a minimum mature height of twenty-four inches (24") shall be planted.
- (3) Ground cover (plants or decorative rock) shall cover the remainder of the landscaped area.

- N. "N" Uses: Reserved.
- O. "O" Uses: Reserved.
- P. "P" Uses: Reserved.
- Q. "Q" Uses: Reserved.
- R. "R" Uses: Reserved. (Ord. 2017-10, 4-13-2017)
- S. "S" Uses:

Short-term rental.

1. Within the commercial zoning districts, a short-term rental may be operated out of any form of a dwelling with a permanent foundation, except a multi-family dwelling. (Note: The conversion of a multi-family dwelling to a hotel/motel can be considered pursuant to the land use table and adopted building and fire codes. In such case, the following short-term rental standards would not be directly applicable.)
2. Short-term rental shall not be offered by a renter of the property - i.e., a sublet situation.
3. Occupancy of a dwelling used for short-term rental is limited based on the number of bedrooms available for guests as follows: rentals with one guest bedroom are limited to four (4) guests; rentals with two guest bedrooms are limited to six (6) guests; rentals with three guest bedrooms are limited to eight (8) guests, and rentals with four or more guest bedrooms are limited to ten (10) guests. Guests sleeping in a living room, family room, or sun room is not prohibited by this requirement (e.g. use of sofa bed or air mattress), so long as required emergency escape opening is provided, but guest occupancy is based on number of bedrooms only to the lesser of 2.6 guests per guest sleeping room (total rounded to nearest whole number) or a total of ten (10) guests. (Note: Facilities exceeding 10 guests are to be classified as hotels/motels and may be considered pursuant to that classification.)
4. Within the D-1 Zoning District, the following restrictions apply:
 - a. No more than four (4) short-term rentals may be located on any one property.
 - b. Each short-term rental may only be rented to one group at any one time (i.e., a single booking).
5. Within the D-2 and D-3 Zoning Districts, sleeping rooms may be rented individually when authorized for such through the short-term rental registration and inspection process; provided, in no case shall more than five (5) sleeping rooms be individually rented in a dwelling.
6. Each short-term rental that is rented to only one group at any time shall require one off-street guest parking space meeting the requirements of chapter 16, "Off Street Parking", ~~of this title for every two (2) guest sleeping rooms or fraction thereof~~, unless otherwise exempted or authorized by this title (e.g., nonconforming provisions). If individual bedrooms are to be separately rented, one off-street space for every two guest sleeping rooms or fraction thereof, shall be provided, unless otherwise exempted or authorized by this title. (SE)
7. Prior to use of the dwelling as a short-term rental, the dwelling shall be inspected for fire and life safety items, which inspection includes verification of the following.
 - a. ~~At a minimum, the short term rental shall be equipped with functional s~~Smoke detectors located where required by code and operable;-

b. ~~a~~A fire extinguisher (minimum rating 2A:10-BC) located in a clearly visible or labeled location; ~~and a~~

c. ~~e~~Carbon monoxide alarm(s) where required by code and operable; ~~if applicable.~~

d. The address number is posted and visible using 4" tall or larger numbers on a contrasting background;

e. Access in/out of the facility complies with applicable codes (e.g. stairs, handrails);

f. Proper access to the electrical panel is provided;

g. No fire hazards are observed (e.g. combustibles are kept away from heat sources, extension cords and outlet strips are used in a compliant manner, dryer vent is free from obstruction, no exposed electrical wiring);

h. Each sleeping room ~~is~~shall be provided with ~~Code compliant means of egress~~an emergency escape and rescue opening that complies with sections R310.1, R310.2, R310.3, and R310.4 of the International Residential code, or corresponding provisions of the International Building Code if applicable; and,

i. Emergency contact numbers are clearly posted (manager and 911).~~The authority having jurisdiction (i.e., Fire Marshal and/or building official) may have additional requirements pursuant to the adopted Fire and/or Building Code. Notwithstanding the above, short-term rentals existing at the date of adoption of this provision shall have until June 30, 2018, to obtain their inspection and until December 31, 2018, to correct any fire and life safety items involving construction or remodeling; no short-term rental activity shall occur if the dwelling is not in compliance with these deadlines.~~

8. The facility is to be inspected for the above items at least annually. Upon any change of ownership and on every third year after the initial inspection, the facility must be reinspected by the City and pass inspection. In the other years, the owner or manager is to perform the inspection.

9. ~~8.~~ Short-term rentals are classified as lodging facilities by the State. As such, the owner or manager of the short-term rental must register the lodging facility business with the WY Department of Revenue and pay Lodging Tax as required.

10. ~~9.~~ Prior to initial operation and annually by May 1st thereafter, ~~All~~ short-term rental facilities, ~~whether existing or proposed,~~ shall register with the City of Cody, provide evidence of compliance with these provisions, and pass the fire/ and life safety inspection. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce these provisions, both for the initial authorization and for ongoing compliance. Payment of an application fee is required pursuant to the City's adopted fee schedule. A late fee, also as specified in the adopted fee schedule, may also be assessed to owners of short-term rentals that fail to register before making the short-term rental available for initial use, or that do not complete their annual renewal by May 1st of each year that the rental is in operation. Authorized short-term rental facilities shall ~~have~~post a ~~certificatedocument~~ issued by the City of Cody identifying such authorization posted within the unit in a visible location, and commencing May 1, 2023 and continuing thereafter, must include the City registration number for the unit in all online listing(s). The certificate expires at the end of May 1st following the year in which the certificate was issued. (Ord. 2018-04, 4-17-2018)

T. "T" Uses: Reserved.

U. "U" Uses: Reserved.

V. "V" Uses: Reserved.

W. "W" Uses:

Wireless communication facilities.

1. Purpose/Intent:

a. The City of Cody recognizes the benefits of quality wireless communication services and the need to accommodate facilities that provide such services.

b. The City of Cody desires to protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in rights-of-way and residential zones.

c. The quality and variety of the scenic viewsheds that are available to the residents and visitors to the area are irreplaceable and warrant protection from unnecessary visual pollution. The City of Cody encourages providers to maximize the use of options that conceal the components of wireless communication facilities (i.e., stealth design) wherever feasible.

d. The natural landforms within and around the City of Cody provide a unique opportunity for the location and design of wireless communication facilities, such that design engineers can utilize those natural features and topographic elevation differences in combination with the built environment to both minimize visual impacts and maximize coverage. Historically, almost all current providers in the area have relied on a primary tower on Carter Mountain (in the County), because such location provides coverage not only to the City, but to areas west of the mountain as well. Coverage and capacity is improved through smaller facilities dispersed throughout the Cody area, where fiber optic and power services are existing or readily available. With LTE and LTE-Advanced technology being implemented, more facilities, serving smaller service areas will be needed. The locations and designs of those facilities must be sensitive to the Cody community.

e. The size and configuration of the City of Cody is such that a network of tall towers is unnecessary to provide quality coverage to its residents and visitors. The City prefers that the local network system of wireless communication facilities be of a dispersed design - e.g., using two (2) or more smaller facilities instead of one (1) larger tower.

f. If modifications to these regulations are needed to accommodate the seemingly ever-changing provisions of FCC rules and regulations, the context of such consideration shall be as an amendment to this title, as opposed to a special exemption or variance.

g. The City desires to provide regulations which are specifically not intended to, and shall not be interpreted or applied to: 1) prohibit or effectively prohibit the provision of personal wireless services, 2) unreasonably discriminate among functionally equivalent service providers, or 3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

2. Applicability: Every wireless communication facility located within the City limits, whether upon private or public lands, is subject to the standards of this section, except that the following facilities are exempt from the standards:

a. Amateur Radio Station Operator/Receive-Only Antennas: Amateur radio station operator/receive- only antenna if owned and operated by a Federally licensed amateur radio station operator or used exclusively for a receive-only antenna;

b. Satellite Earth Stations, Dishes And/Or Antennas: Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one meter (1 m) in diameter;

c. Existing Towers And Antennas: Any existing tower and antenna, provided a valid building permit was issued for the tower or antenna prior to adoption of this section;

d. Emergency Services: Wireless communication facilities used exclusively for emergency services including police, fire, and operation of the water utility, when not located on a new freestanding antenna support structure (e.g., tower or dedicated pole); and

e. Temporary, Commercial Wireless Communication Facilities: A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this chapter for up to one (1) week before and after the duration of the special event.

3. Distributed Antenna Systems And Small Cells:

a. Distributed antenna systems and small cells which comply with the height limit of the zoning district and do not require installation of a new tower, utility support structure or building are allowed in all zones, provided the applicant complies with all Federal laws (such as the Americans With Disabilities Act), State laws, and applicable City development regulations.

b. Distributed antenna systems and small cells that do not meet the above requirements, and which are located in a residential zoning district, shall be subject to conditional use permit review. DAS and small cells that do not meet the above requirements and are located in a zone that is not residential, shall be subject to review pursuant to subsection 4 of this use.

c. The City encourages but it does not require the use of DAS and small cells. Each applicant will submit a statement that explains how it arrived at the structure and design being proposed.

4. Classification And Level Of Review: Within the Limited Business (D-1), General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, all wireless communication facilities, except collocation, as addressed herein, shall be subject to review by the Planning and Zoning Board for analysis of the site plan and applicable zoning standards and criteria. The level of review shall be based on the classification of the facility according to the following standards:

a. Permitted Uses In D-1, D-2, D-3, E, And HI Districts: Within the Limited Business (D-1), General Business (D-2), Open Business/Light- Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, the following wireless communication facilities are permitted uses:

(1) Distributed antenna systems and small cells that do not qualify for review under subsection 3 of this use, when not greater than thirty five feet (35') in total height above existing natural grade, and located no more than twenty feet (20') (SE) from an existing structure or tree that is at least twenty five feet (25') (SE) in total height.

(2) Monopole, when: only small cells or a distributed antenna system is attached; it is not greater than forty feet (40') in total height above existing natural grade, and located no more than twenty feet (20') (SE) from an existing structure or tree that is at least thirty feet (30') (SE) in total height. For purposes of this, monopole is a pole with one (1) or more antennas, on which the antenna panels are narrow and closely spaced with one another atop the pole and extend no more than one foot (1') beyond the circumference of the pole.

(3) Stealth design wireless communication facility, when architecturally integrated into an existing building or structure that was not originally constructed as an antenna support structure, and total height is not more than forty feet (40') or the height limit of the zoning district, whichever is less.

b. Permitted Uses In D-2, D-3, E, And HI Districts: Within the General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, the following wireless communication facilities are permitted uses:

(1) Roof-top installations on non-residential buildings, so long as they are completely enclosed within an architecturally-compatible approved housing, comply with the height limit of the zoning district in which they are located, and do not extend more than ten feet (10') above the roof or perimeter parapet wall if a parapet wall exists.

(2) Installations on public water tanks and similar structures (e.g., storage tanks) that do not extend more than twelve feet (12') above the tank.

c. Conditional Uses In D-2, D-3, E, And HI Districts: Within the General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, the following wireless communication facilities are conditional uses:

(1) Stealth design wireless communication facilities that do not meet the limitations of subsection 4a(3) of this use, and which do not exceed the height limit of the zoning district in which located.

(2) Roof-top installations on flat-roofed non- residential buildings, so long as they comply with the following requirements:

(A) Setback: Antennas shall be mounted at least ten feet (10') from the closest exterior or parapet wall of a building or structure. (SE)

(B) Height: The height shall be measured from the top of the antenna to the roofline of the building or structure, or to the top elevation of the closest perimeter parapet wall if a parapet wall exists. The maximum height of the antenna is equal to half ($\frac{1}{2}$) the distance the antenna is set back from such exterior wall or parapet wall, up to a maximum allowable height of twelve feet (12').

(C) Roof Mounted Antennas: Roof mounted antennas shall be constructed and/or colored to either appear white, light grey, or match the color of the wall above which they are located. (SE)

(3) Distributed antenna systems and small cells that do not qualify for review under subsections 3 or 4a of this use.

d. Wireless Communication Facility Overlay Zone: Within the Wireless Communication Facility Overlay Zone, each of the above-listed options (subsections 4a, 4b, and 4c of this use) shall be classified as permitted uses, regardless of the underlying zoning. In addition, the following conditional uses are established within the Wireless Communication Facility Overlay Zone:

(1) Freestanding wireless communication facility that has a total height equal to or less than the height specified for the particular subarea of the overlay. The subarea overlay locations, maximum heights, and method of measuring height are established as follows:

Location	Maximum Height	Height Measured From
Beacon Hill Subarea	80 feet	Existing grade
Beck Lake Subarea	80 feet	Existing grade
Cottonwood Avenue Subarea	70 feet	Elevation of closest portion of Big Horn Avenue
Road 2AB Subarea	110 feet	Elevation of closest portion of Road 2AB
West Strip Subarea	70 feet	Elevation of closest portion of Highway 14-16-20

* All heights are subject to compliance with title 7, chapter 3, article II, "Airport Obstruction Zoning", of this Code.

In addition to the standard conditional use criteria, the applicant must demonstrate that the proposed wireless communication facility is no taller than necessary to provide the desired coverage; provided, the Planning and Zoning Board may authorize a wireless communication facility taller than the minimum necessary when the facility is specifically designed and made available for collocation at market rates as evidenced by a sworn affidavit, and the additional height does not significantly increase the visual impacts of the facility. The board may require the applicant to provide visual simulations of the facility to assist them in determining visual impacts, and RF propagation maps to demonstrate coverage areas.

e. Downtown Architectural District: Notwithstanding any language that may be interpreted otherwise, within the Downtown Architectural District only stealth-design wireless communication facilities that are architecturally integrated with buildings and structures may be permitted.

f. Cell On Wheels: Temporary wireless communication facilities (e.g., cell on wheels) shall be subject to the same review procedures and requirements as permanent towers; provided, in the case of failure of an existing wireless communication facility, a temporary facility of the same height as the damaged facility may be erected for up to ninety (90) days at the site while repair/replacement activities are conducted, without the need for Planning and Zoning Board review. Unless otherwise permitted through a conditional use permit process, a temporary wireless communication facility is limited to eight (8) months in duration, during any five (5) year period. The temporary facility shall not be located on the property except during the authorized period.

5. Tower Locations:

a. Preferred Tower Locations: All new towers proposed to be located in any zoning district are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (9):

- (1) City-owned or operated property and facilities not in the Downtown Architectural District or residential zones, and not including right-of-way;
- (2) The Wireless Communication Facility Overlay Zone;
- (3) Industrial Zones (HI, E);
- (4) Commercial Zones (D-3, D-2, D-1 and D-4);
- (5) Other non-residential zones;
- (6) Parcels of land in residential zones that contain non-residential uses (e.g., schools and churches);
- (7) Residential properties in residential zones;
- (8) Designated historic structures or districts;
- (9) City rights-of-way.

b. Gap In Coverage Or Capacity: Upon request by the City, the applicant shall demonstrate the following with a tower application:

- (1) A significant gap in the coverage, capacity, or technologies of the service network exists such that users are frequently unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;
- (2) The gap can only be filled through an exception to one (1) or more of the standards herein; and
- (3) The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to the standards of this section to the greatest extent possible.

c. Least Intrusive Means: For a new tower, the applicant, upon request by the City, must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive means on the values that these regulations seek to protect.

d. Alternative Sites Analysis: For new towers, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. When requested, the City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate location(s). Alternative site analysis is not limited to locations within the City limits.

6. General Standards: The following regulations apply to all wireless communication facilities in all zones and overlays, unless otherwise stated:

a. Color: WCFs shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings.

b. Building Codes; Safety Standards: To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable State or Local building codes and the applicable industry standards for towers, as amended from time to time.

c. Notice: For purposes of this chapter, any conditional use permit shall require notice to all property owners within a radius of the subject property equal to five (5) times the total height of the facility above existing grade, in addition to any notice otherwise required by this Code.

d. Landscaping, Screening And Fencing: Applicant shall provide a landscaping, screening and fencing plan that shall meet with the approval of the reviewing official.

e. Setbacks:

(1) A freestanding wireless communication facility shall be set back a minimum of one hundred feet (100') from the property line of a residential zone or the height of the tower, whichever is greater (SE), except when the facility is located in the Wireless Communication Facility Overlay Zone. New freestanding wireless communication facilities located in public utility substations shall be exempt from the above residential setback requirement if the wireless communication tower is no taller than the existing substation structures.

(2) Except as stated in subsection 6e(1) of this use, freestanding wireless communication facilities shall conform with the setback requirements of the zone in which located. (SE)

f. Public Utility: When mounted on a transmission or sub-transmission line structure, the antenna shall not extend more than six feet (6') above the top of the existing pole, subject to the applicable maximum height limitation of the zoning district, and any equipment cabinet(s) mounted on the structure shall be not more than three feet (3') by four feet (4') by eighteen inches (18") deep, with a minimum clearance of ten feet (10') above grade and a maximum height of twenty feet (20').

g. Lighting And Signage: Only security lighting or lighting required by a State and/or Federal agency is allowed, and provided the location of the lighting fixture together with its cut-off angle shall be such that it does not shine directly on any public right-of-way or any residential premises. The only signage that is permitted is that which is required by State or Federal law.

h. Abandonment: All wireless communication facilities which are not in use for six (6) consecutive months shall be removed by the wireless communication facility owner. This removal shall take place within one hundred twenty (120) days of the end of such six-month period. Upon removal, the site shall be revegetated or otherwise surfaced to blend with the existing surrounding area. If there is no vegetation on a wireless communication facility site, the site shall be returned to its preconstruction condition. The facility owner shall notify the City when removal of the facility occurs. Failure to remove an abandoned WCF within one hundred twenty (120) days shall be grounds to remove the WCF at the owner's expense, including all costs and attorneys' fees. If there are two (2) or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

i. Interference: Every wireless communication facility shall meet the regulations of the Federal Communications Commission regarding physical and RF interference.

j. Health Issues: Every wireless communication facility shall meet health and safety standards for RF emissions as established by the Federal Communications Commission. Certification by a qualified Wyoming licensed engineer shall be submitted to verify such.

7. Collocation: It is the policy of the City to minimize the number of wireless communication support towers and to encourage the collocation of antennas of more than one (1) wireless communication service provider on a single support tower.

Collocations are encouraged, but shall be done in the least visibly-intrusive manner, considering available technology and coverage needs. Collocations may be approved by the City Planner in conjunction with the building permit process and as noted in subsection 14 of this use; provided if the Planner is not clearly convinced that the "least visibly-intrusive manner" criterion is met, the matter may be referred to the Planning and Zoning Board for a determination on such.

8. Non-Conforming Wireless Communication Facilities: Non-conforming wireless communication facilities have the rights and restrictions outlined in chapter 13 of this title; provided, such facilities are subject to the six-month abandonment provision noted above; any expansion is limited to the definition of a "collocation" as set forth in this Code; and, consideration of any expansion is based on the size of the facility as it existed on April 17, 2017.

9. Application Requirements:

a. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce the provisions of this section.

b. All applications shall include documentation establishing that the installer has permission from the structure owner and property owner to install the wireless communication antenna(s) and any associated buildings, cabinets or equipment at the site.

10. Independent Technical And Legal Review: The City may retain the services of independent experts of its choice to provide technical and legal evaluation of permit applications for WCFs, including administrative and conditional use permits. The applicant shall pay the cost for any independent consultant fees, along with applicable overhead recovery, through a deposit, estimated by the City, which is to be paid within ten (10) days of the City's written request.

11. Application Fees: In connection with the filing of an application, the applicant shall pay all applicable application fees as required by the City.

12. Indemnification: Each permit issued shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify and hold harmless the City and its officers, agents, employees, consultants, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection,

location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

13. Eligible Facilities Request:

a. Purpose: This section implements section 6409(a) of the Spectrum Act, 47 USC section 1455(a) as interpreted by the FCC in its Report and Order No. 14153, which requires a State or Local government to approve any eligible facilities request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible facilities requests shall be governed solely by the provisions in this section and Federal law.

b. Application Review:

(1) Upon receipt of a complete application for an eligible facilities request pursuant to this section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(2) Within sixty (60) days of the date on which an applicant submits a complete application seeking approval of an eligible facilities request under this section, the City will review and act upon the application, subject to the tolling provisions below.

(3) The sixty (60) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within ten (10) days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(4) In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired.

14. Collocation Applications:

a. Purpose: This section implements, in part, 47 USC section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.

b. Application Review:

(1) Upon receipt of a complete application for a collocation request pursuant to this section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(2) Within ninety (90) days of the date on which an applicant submits a complete application seeking approval of a collocation request under this section, the City will review and act upon the application, subject to the tolling provisions below.

(3) The ninety (90) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within ten (10) days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(4) In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

15. New Site Or Tower Applications:

a. Purpose: This section also implements, in part, 47 USC section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.

b. Application Review:

(1) Upon receipt of a complete application for a request for a new site or tower pursuant to this section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(2) Within one hundred fifty (150) days of the date on which an applicant submits a complete application seeking approval of a request for a new site or tower under this section, the City will review and act upon the application, subject to the tolling provisions below.

(3) The one hundred fifty (150) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within ten (10) days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

X. "X" Uses: Reserved.

Y. "Y" Uses: Reserved.

Z. "Z" Uses: Reserved. (Ord. 2017-10, 4-13-2017)

PROPOSED AMENDMENTS ARE SHOWN USING "TRACK CHANGES", IN BLUE

CHAPTER 11

SUPPLEMENTAL DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

10-11-1: APPLICABILITY:

The land uses that are identified herein, when located in a ~~with an asterisk (*) in the~~ Limited Business (D-1), General Business (D-2), Open Business/Light-Industrial (D-3), High Tech/Data Processing/Light Manufacturing (D-4), Industrial (E), ~~and/or~~ Heavy Industrial (HI) Zoning Districts, are subject to the corresponding regulations of this chapter, which regulations are in addition to other applicable sections of this title and any conditions that may be imposed pursuant to a conditional use permit review. The standards of this chapter shall apply unless waived or altered pursuant to the zoning variance process; provided, those standards identified herein with "(SE)", may be waived or altered pursuant to the special exemption process of section 10-14-2 of this title. In no case shall any of the following standards be waived or modified to the extent that the result is tantamount to a rezone or the use no longer meets the specified definition thereof. (Ord. 2017-10, 4-13-2017)

10-11-2: SUPPLEMENTAL DEVELOPMENT STANDARDS:

The supplemental development standards are listed by use, in alphabetical order:

A. "A" Uses: Reserved. (Ord. 2017-10, 4-13-2017)

B. "B" Uses:

Bed and breakfast inn.

1. The bed and breakfast inn must meet the definition set forth in chapter 2 of this title.
2. The owner must be living on the property at the time the bed and breakfast is in operation.
3. Total guest occupancy of a bed and breakfast inn property is limited to no more than ten (10) persons. (Establishments exceeding 10 persons fall within the zoning classification of "hotel".) The Planning and Zoning Board may further limit total guest occupancy (e.g., beds and/or guest rooms) of a proposed bed and breakfast inn based on lack of parking and other neighborhood impacts identified in the review process.
4. Vehicle access must comply with the requirements of the International Fire Code, appendix D, or other established standard acceptable to the Fire Marshal.
5. Cooking facilities in guest rooms are not permitted.
6. The facility must pass a fire and life safety inspection before it may be used as a bed and breakfast inn, which inspection includes verification of the following.
 - a. ~~At a minimum, the bed and breakfast inn shall be equipped with functional s~~Smoke detectors located where required by code and operable;
 - b. ~~a~~A fire extinguisher (minimum rating 2A:10BC) located in a visible or clearly labeled location; ~~and~~
 - c. ~~a~~eCarbon monoxide alarm(s) where required by code and operable if applicable.
 - d. The address number is posted and visible using 4" tall or large numbers on a contrasting background;

e. Access in/out of the facility complies with applicable codes (e.g. stairs, handrails);
f. Proper access to the electrical panel is provided;
g. No fire hazards are observed (e.g. combustibles are kept away from heat sources, extension cords and outlet strips are used in a compliant manner, dryer vent is free from obstruction, no exposed electrical wiring);
h. Each sleeping room is shall be provided with Code-compliant means of egress an emergency escape and rescue opening that complies with sections R310.1, R310.2, R310.3, and R310.4 of the International Residential code, or corresponding provisions of the International Building Code if applicable; and,-
i. Emergency contact numbers are clearly posted (manager and 911).
7. The facility is to be inspected for the above items at least annually. Upon any change of ownership and on every third year after the initial inspection, the facility must be reinspected by the City and pass inspection. In the other years, the owner or manager is to perform the inspection. The authority having jurisdiction (i.e., Fire Marshal and/or building official) may have additional requirements pursuant to the adopted Fire and/or Building Code.
8. 7- Individual guest occupancy is limited to temporary periods of less than one hundred twenty (120) consecutive days, and less than one hundred twenty (120) days in any one-year period.
9. 8- Bed and breakfast inns shall not be used as "reception facilities" as defined in this title, unless such use is otherwise permitted in the zoning district in which the property is located and authorization for such has been granted by the reviewing official.
10. 9- The bed and breakfast inn must maintain compliance with the WY Department of Revenue licensing requirements, including payment of Lodging Taxes.
11. 10- All bed and breakfast inns must maintain compliance with the Wyoming Food Safety Rule (WY Department of Agriculture) and related licensing requirements.
12. 11- Unless otherwise exempted or authorized by this title, one off-street guest parking space shall be provided for every two (2) lodging units or fraction thereof. The guest parking shall be in addition to the two (2) spaces required for the owners/manager. (SE)
13. 12- Prior to initial operation and annually by May 1st thereafter, All bed and breakfast inns, ~~whether existing or proposed,~~ shall register with the City of Cody, pass the fire and life safety inspection, and provide evidence of compliance with the Wyoming Food Safety Rule. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce these provisions, both for the initial authorization and for ongoing compliance. Payment of an application fee is required pursuant to the City's adopted fee schedule. A late fee, also as specified in the adopted fee schedule, may also be assessed to owners of bed and breakfast inns that fail to register before making the inn available for initial use, or that do not complete their annual renewal by May 1st of each year. Authorized bed and breakfast facilities shall post a certificate issued by the City of Cody identifying such authorization. The certificate shall expire at the end of May 1st following the year in which the certificate was issued. Authorized bed and breakfast inns shall post a document issued by the City identifying such authorization in a visible location. (Ord. 2018-04, 4-17-2018)

- C. "C" Uses: Reserved.
- D. "D" Uses: Reserved.
- E. "E" Uses: Reserved.
- F. "F" Uses: Reserved.
- G. "G" Uses: Reserved.

- H. "H" Uses: Reserved.
- I. "I" Uses: Reserved.
- J. "J" Uses: Reserved.
- K. "K" Uses: Reserved.
- L. "L" Uses: Reserved.
- M. "M" Uses: ~~Reserved.~~

Manufactured home.

In addition to any restriction of a specific zoning district, no more than two (2) manufactured homes shall be placed on a single lot, unless the property is developed in accordance with the mobile home park/manufactured home park standards of this Code. Manufactured homes shall also comply with the following requirements, except when displayed on a commercial sales lot, or stored in a commercial manufactured home production or storage facility. The manufactured home must:

1. Be placed and anchored per the manufacturer's installation instructions or per the design of a professional engineer or architect licensed in Wyoming;
2. Maintain a minimum crawl space of eighteen inches (18") under the entire unit, or twenty-four inches (24") if mechanical equipment is located or accessed in the crawl space;
3. Have the axle(s) removed;
4. Have skirting or sidewalls installed to enclose all areas between the lower edge of the outside walls and the ground; and,
5. Have steps or inclined ramps affixed to all entrances.
6. If the manufactured home is to be "attached" to the property so as to be taxed as real property (i.e., title elimination process pursuant to WY Statute 31-2-502), it shall be placed on a permanent foundation as defined by HUD. (See HUD publication "Permanent Foundations Guide for Manufactured Housing (4930.3G), and/or appendix "Manufactured Housing Used as Dwellings" of the IRC.").

Multi-family development. This section shall apply to all multi-family developments containing more than four (4) dwelling units that are located outside of the downtown architectural district. A multi-family development project that includes multiple lots shall be considered as one (1) property or development for purposes of implementing the standards set forth in this use.

1. Purpose:

- a. To create multi-family housing that is safe and convenient and that enhances the quality of life of its residents.
- b. To create quality buildings and designs for multi-family development that will enhance the visual character of the community.
- c. To create building and site design in multi-family development that is sensitive to, and well-integrated with, the surrounding neighborhoods.
- d. To create open space areas that contribute to the aesthetics of the community, provide an attractive setting for buildings, and provide safe, interesting outdoor spaces for residents.

2. Site Design:

- a. Multi-family housing developments shall be separated from any abutting single-family housing (attached or detached) that is located in a RR, R-1, R-2 or R-2MH zone by a six foot (6') tall fence, of traditional construction (e.g., vinyl, wood, block), that provides a solid visual barrier to a height of at least five feet (5'). Provided, the reviewing official may waive all or part

of the fence requirement when the design and characteristics of the multi-family housing development otherwise provide reasonable privacy for abutting single-family housing. (SE)

b. All waste storage facilities (e.g., dumpsters) shall be located in an area not readily visible from a public street, or shall be screened from view from a public street. (SE)

c. Provide a central mailbox, including provisions for parcel mail, which is located to provide safe pedestrian and/or vehicular access and complies with USPS standards.

d. A minimum of sixty (60) square feet of private, usable open space shall be provided for, and immediately adjacent to, each dwelling unit. This requirement can be satisfied through porches, patios, decks, and/or enclosed yards. Common open space, building entryways, stairs, and parking areas shall not count towards this requirement. (SE)

e. Multi-family developments with twenty (20) units or more shall provide the following:
(1) A property management office; or signage indicating a phone number for the property manager.

(2) A directory and map of the development at an entrance or convenient location for those entering the development.

3. Common Open Space Requirements:

a. A minimum area of outdoor common open space shall be provided and maintained as follows:

(1) One hundred fifty (150) square feet per dwelling unit containing five hundred (500) square feet or less of living area. (SE)

(2) Two hundred (200) square feet per dwelling unit containing more than five hundred (500) square feet. (SE)

b. Common open space may be located in multiple areas; provided, each area shall be not less than three hundred (300) square feet in size and shall have minimum length and width dimensions of fifteen feet (15') at all points. (SE)

c. In phased developments, common open space shall be provided in each phase of the development consistent with the requirements for the size and number of dwelling units. (SE)

d. Common open space areas shall not be immediately adjacent to collector or arterial streets, unless separated from the street by a berm or constructed barrier at least four feet (4') in height. (SE)

4. Architectural Character:

a. All multi-family building elevations shall have a portion of the elevation devoted to architectural features designed to provide articulation and variety. These features shall include, but are not limited to: windows, bays, offsetting walls, and multiple siding finishes/materials.

b. Main entrances, which are the primary point(s) of entry where the majority of building users will enter and leave, shall be designed as an obvious entrance and focal point of the building through architectural treatment, lighting, and address identification.

c. Roof forms shall include variety and detail when viewed from the street and/or front elevation. Roofs shall have at least one (1) variation in the roof (e.g., gabled wing or overbuild, dormer, pitch break) for every four (4) units, or fraction thereof, in the building.

d. All roof mounted mechanical, electrical, communications, and service equipment should be screened from public view from the adjacent public streets and residential properties by the use of parapets, walls, enclosures, or other suitable means.

5. Landscaping:

a. All street-facing building elevations shall have landscaping along their foundation. The foundation landscaping shall meet the following minimum standards:

- (1) The landscaped area shall be at least three feet (3') wide.
- (2) For every six (6) linear feet of foundation, a shrub, perennial, or tree having a minimum mature height of twenty-four inches (24") shall be planted.
- (3) Ground cover (plants or decorative rock) shall cover the remainder of the landscaped area.

- N. "N" Uses: Reserved.
- O. "O" Uses: Reserved.
- P. "P" Uses: Reserved.
- Q. "Q" Uses: Reserved.
- R. "R" Uses: Reserved. (Ord. 2017-10, 4-13-2017)
- S. "S" Uses:

Short-term rental.

1. Within the commercial zoning districts, a short-term rental may be operated out of any form of a dwelling with a permanent foundation, except a multi-family dwelling. (Note: The conversion of a multi-family dwelling to a hotel/motel can be considered pursuant to the land use table and adopted building and fire codes. In such case, the following short-term rental standards would not be directly applicable.)
2. Short-term rental shall not be offered by a renter of the property - i.e., a sublet situation.
3. Occupancy of a dwelling used for short-term rental is limited based on the number of bedrooms available for guests as follows: rentals with one guest bedroom are limited to four (4) guests; rentals with two guest bedrooms are limited to six (6) guests; rentals with three guest bedrooms are limited to eight (8) guests, and rentals with four or more guest bedrooms are limited to ten (10) guests. Guests sleeping in a living room, family room, or sun room is not prohibited by this requirement (e.g. use of sofa bed or air mattress), so long as required emergency escape opening is provided, but guest occupancy is based on number of bedrooms only to the lesser of 2.6 guests per guest sleeping room (total rounded to nearest whole number) or a total of ten (10) guests. (Note: Facilities exceeding 10 guests are to be classified as hotels/motels and may be considered pursuant to that classification.)
4. Within the D-1 Zoning District, the following restrictions apply:
 - a. No more than four (4) short-term rentals may be located on any one property.
 - b. Each short-term rental may only be rented to one group at any one time (i.e., a single booking).
5. Within the D-2 and D-3 Zoning Districts, sleeping rooms may be rented individually when authorized for such through the short-term rental registration and inspection process; provided, in no case shall more than five (5) sleeping rooms be individually rented in a dwelling.
6. Each short-term rental that is rented to only one group at any time shall require one off-street guest parking space meeting the requirements of chapter 16, "Off Street Parking", ~~of this title for every two (2) guest sleeping rooms or fraction thereof~~, unless otherwise exempted or authorized by this title (e.g., nonconforming provisions). If individual bedrooms are to be separately rented, one off-street space for every two guest sleeping rooms or fraction thereof, shall be provided, unless otherwise exempted or authorized by this title. (SE)
7. Prior to use of the dwelling as a short-term rental, the dwelling shall be inspected for fire and life safety items, which inspection includes verification of the following.
 - a. ~~At a minimum, the short term rental shall be equipped with functional s~~Smoke detectors located where required by code and operable;-

b. ~~a~~A fire extinguisher (minimum rating 2A:10-BC) located in a clearly visible or labeled location; ~~and a~~

c. ~~e~~Carbon monoxide alarm(s) where required by code and operable; ~~if applicable.~~

d. The address number is posted and visible using 4" tall or larger numbers on a contrasting background;

e. Access in/out of the facility complies with applicable codes (e.g. stairs, handrails);

f. Proper access to the electrical panel is provided;

g. No fire hazards are observed (e.g. combustibles are kept away from heat sources, extension cords and outlet strips are used in a compliant manner, dryer vent is free from obstruction, no exposed electrical wiring);

h. Each sleeping room ~~is~~shall be provided with ~~Code compliant means of egress~~an emergency escape and rescue opening that complies with sections R310.1, R310.2, R310.3, and R310.4 of the International Residential code, or corresponding provisions of the International Building Code if applicable; and,

i. Emergency contact numbers are clearly posted (manager and 911).~~The authority having jurisdiction (i.e., Fire Marshal and/or building official) may have additional requirements pursuant to the adopted Fire and/or Building Code. Notwithstanding the above, short-term rentals existing at the date of adoption of this provision shall have until June 30, 2018, to obtain their inspection and until December 31, 2018, to correct any fire and life safety items involving construction or remodeling; no short-term rental activity shall occur if the dwelling is not in compliance with these deadlines.~~

8. The facility is to be inspected for the above items at least annually. Upon any change of ownership and on every third year after the initial inspection, the facility must be reinspected by the City and pass inspection. In the other years, the owner or manager is to perform the inspection.

9. ~~8.~~ Short-term rentals are classified as lodging facilities by the State. As such, the owner or manager of the short-term rental must register the lodging facility business with the WY Department of Revenue and pay Lodging Tax as required.

10. ~~9.~~ Prior to initial operation and annually by May 1st thereafter, ~~All~~ short-term rental facilities, ~~whether existing or proposed,~~ shall register with the City of Cody, provide evidence of compliance with these provisions, and pass the fire/ and life safety inspection. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce these provisions, both for the initial authorization and for ongoing compliance. Payment of an application fee is required pursuant to the City's adopted fee schedule. A late fee, also as specified in the adopted fee schedule, may also be assessed to owners of short-term rentals that fail to register before making the short-term rental available for initial use, or that do not complete their annual renewal by May 1st of each year that the rental is in operation. Authorized short-term rental facilities shall ~~have~~post a ~~certificatedocument~~ issued by the City of Cody identifying such authorization posted within the unit in a visible location, and commencing May 1, 2023 and continuing thereafter, must include the City registration number for the unit in all online listing(s). The certificate expires at the end of May 1st following the year in which the certificate was issued. (Ord. 2018-04, 4-17-2018)

T. "T" Uses: Reserved.

U. "U" Uses: Reserved.

V. "V" Uses: Reserved.

W. "W" Uses:

Wireless communication facilities.

1. Purpose/Intent:

a. The City of Cody recognizes the benefits of quality wireless communication services and the need to accommodate facilities that provide such services.

b. The City of Cody desires to protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in rights-of-way and residential zones.

c. The quality and variety of the scenic viewsheds that are available to the residents and visitors to the area are irreplaceable and warrant protection from unnecessary visual pollution. The City of Cody encourages providers to maximize the use of options that conceal the components of wireless communication facilities (i.e., stealth design) wherever feasible.

d. The natural landforms within and around the City of Cody provide a unique opportunity for the location and design of wireless communication facilities, such that design engineers can utilize those natural features and topographic elevation differences in combination with the built environment to both minimize visual impacts and maximize coverage. Historically, almost all current providers in the area have relied on a primary tower on Carter Mountain (in the County), because such location provides coverage not only to the City, but to areas west of the mountain as well. Coverage and capacity is improved through smaller facilities dispersed throughout the Cody area, where fiber optic and power services are existing or readily available. With LTE and LTE-Advanced technology being implemented, more facilities, serving smaller service areas will be needed. The locations and designs of those facilities must be sensitive to the Cody community.

e. The size and configuration of the City of Cody is such that a network of tall towers is unnecessary to provide quality coverage to its residents and visitors. The City prefers that the local network system of wireless communication facilities be of a dispersed design - e.g., using two (2) or more smaller facilities instead of one (1) larger tower.

f. If modifications to these regulations are needed to accommodate the seemingly ever-changing provisions of FCC rules and regulations, the context of such consideration shall be as an amendment to this title, as opposed to a special exemption or variance.

g. The City desires to provide regulations which are specifically not intended to, and shall not be interpreted or applied to: 1) prohibit or effectively prohibit the provision of personal wireless services, 2) unreasonably discriminate among functionally equivalent service providers, or 3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

2. Applicability: Every wireless communication facility located within the City limits, whether upon private or public lands, is subject to the standards of this section, except that the following facilities are exempt from the standards:

a. Amateur Radio Station Operator/Receive-Only Antennas: Amateur radio station operator/receive- only antenna if owned and operated by a Federally licensed amateur radio station operator or used exclusively for a receive-only antenna;

b. Satellite Earth Stations, Dishes And/Or Antennas: Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one meter (1 m) in diameter;

c. Existing Towers And Antennas: Any existing tower and antenna, provided a valid building permit was issued for the tower or antenna prior to adoption of this section;

d. Emergency Services: Wireless communication facilities used exclusively for emergency services including police, fire, and operation of the water utility, when not located on a new freestanding antenna support structure (e.g., tower or dedicated pole); and

e. Temporary, Commercial Wireless Communication Facilities: A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this chapter for up to one (1) week before and after the duration of the special event.

3. Distributed Antenna Systems And Small Cells:

a. Distributed antenna systems and small cells which comply with the height limit of the zoning district and do not require installation of a new tower, utility support structure or building are allowed in all zones, provided the applicant complies with all Federal laws (such as the Americans With Disabilities Act), State laws, and applicable City development regulations.

b. Distributed antenna systems and small cells that do not meet the above requirements, and which are located in a residential zoning district, shall be subject to conditional use permit review. DAS and small cells that do not meet the above requirements and are located in a zone that is not residential, shall be subject to review pursuant to subsection 4 of this use.

c. The City encourages but it does not require the use of DAS and small cells. Each applicant will submit a statement that explains how it arrived at the structure and design being proposed.

4. Classification And Level Of Review: Within the Limited Business (D-1), General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, all wireless communication facilities, except collocation, as addressed herein, shall be subject to review by the Planning and Zoning Board for analysis of the site plan and applicable zoning standards and criteria. The level of review shall be based on the classification of the facility according to the following standards:

a. Permitted Uses In D-1, D-2, D-3, E, And HI Districts: Within the Limited Business (D-1), General Business (D-2), Open Business/Light- Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, the following wireless communication facilities are permitted uses:

(1) Distributed antenna systems and small cells that do not qualify for review under subsection 3 of this use, when not greater than thirty five feet (35') in total height above existing natural grade, and located no more than twenty feet (20') (SE) from an existing structure or tree that is at least twenty five feet (25') (SE) in total height.

(2) Monopole, when: only small cells or a distributed antenna system is attached; it is not greater than forty feet (40') in total height above existing natural grade, and located no more than twenty feet (20') (SE) from an existing structure or tree that is at least thirty feet (30') (SE) in total height. For purposes of this, monopole is a pole with one (1) or more antennas, on which the antenna panels are narrow and closely spaced with one another atop the pole and extend no more than one foot (1') beyond the circumference of the pole.

(3) Stealth design wireless communication facility, when architecturally integrated into an existing building or structure that was not originally constructed as an antenna support structure, and total height is not more than forty feet (40') or the height limit of the zoning district, whichever is less.

b. Permitted Uses In D-2, D-3, E, And HI Districts: Within the General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, the following wireless communication facilities are permitted uses:

(1) Roof-top installations on non-residential buildings, so long as they are completely enclosed within an architecturally-compatible approved housing, comply with the height limit of the zoning district in which they are located, and do not extend more than ten feet (10') above the roof or perimeter parapet wall if a parapet wall exists.

(2) Installations on public water tanks and similar structures (e.g., storage tanks) that do not extend more than twelve feet (12') above the tank.

c. Conditional Uses In D-2, D-3, E, And HI Districts: Within the General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) Zoning Districts, the following wireless communication facilities are conditional uses:

(1) Stealth design wireless communication facilities that do not meet the limitations of subsection 4a(3) of this use, and which do not exceed the height limit of the zoning district in which located.

(2) Roof-top installations on flat-roofed non- residential buildings, so long as they comply with the following requirements:

(A) Setback: Antennas shall be mounted at least ten feet (10') from the closest exterior or parapet wall of a building or structure. (SE)

(B) Height: The height shall be measured from the top of the antenna to the roofline of the building or structure, or to the top elevation of the closest perimeter parapet wall if a parapet wall exists. The maximum height of the antenna is equal to half ($\frac{1}{2}$) the distance the antenna is set back from such exterior wall or parapet wall, up to a maximum allowable height of twelve feet (12').

(C) Roof Mounted Antennas: Roof mounted antennas shall be constructed and/or colored to either appear white, light grey, or match the color of the wall above which they are located. (SE)

(3) Distributed antenna systems and small cells that do not qualify for review under subsections 3 or 4a of this use.

d. Wireless Communication Facility Overlay Zone: Within the Wireless Communication Facility Overlay Zone, each of the above-listed options (subsections 4a, 4b, and 4c of this use) shall be classified as permitted uses, regardless of the underlying zoning. In addition, the following conditional uses are established within the Wireless Communication Facility Overlay Zone:

(1) Freestanding wireless communication facility that has a total height equal to or less than the height specified for the particular subarea of the overlay. The subarea overlay locations, maximum heights, and method of measuring height are established as follows:

Location	Maximum Height	Height Measured From
Beacon Hill Subarea	80 feet	Existing grade
Beck Lake Subarea	80 feet	Existing grade
Cottonwood Avenue Subarea	70 feet	Elevation of closest portion of Big Horn Avenue
Road 2AB Subarea	110 feet	Elevation of closest portion of Road 2AB
West Strip Subarea	70 feet	Elevation of closest portion of Highway 14-16-20

* All heights are subject to compliance with title 7, chapter 3, article II, "Airport Obstruction Zoning", of this Code.

In addition to the standard conditional use criteria, the applicant must demonstrate that the proposed wireless communication facility is no taller than necessary to provide the desired coverage; provided, the Planning and Zoning Board may authorize a wireless communication facility taller than the minimum necessary when the facility is specifically designed and made available for collocation at market rates as evidenced by a sworn affidavit, and the additional height does not significantly increase the visual impacts of the facility. The board may require the applicant to provide visual simulations of the facility to assist them in determining visual impacts, and RF propagation maps to demonstrate coverage areas.

e. Downtown Architectural District: Notwithstanding any language that may be interpreted otherwise, within the Downtown Architectural District only stealth-design wireless communication facilities that are architecturally integrated with buildings and structures may be permitted.

f. Cell On Wheels: Temporary wireless communication facilities (e.g., cell on wheels) shall be subject to the same review procedures and requirements as permanent towers; provided, in the case of failure of an existing wireless communication facility, a temporary facility of the same height as the damaged facility may be erected for up to ninety (90) days at the site while repair/replacement activities are conducted, without the need for Planning and Zoning Board review. Unless otherwise permitted through a conditional use permit process, a temporary wireless communication facility is limited to eight (8) months in duration, during any five (5) year period. The temporary facility shall not be located on the property except during the authorized period.

5. Tower Locations:

a. Preferred Tower Locations: All new towers proposed to be located in any zoning district are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (9):

- (1) City-owned or operated property and facilities not in the Downtown Architectural District or residential zones, and not including right-of-way;
- (2) The Wireless Communication Facility Overlay Zone;
- (3) Industrial Zones (HI, E);
- (4) Commercial Zones (D-3, D-2, D-1 and D-4);
- (5) Other non-residential zones;
- (6) Parcels of land in residential zones that contain non-residential uses (e.g., schools and churches);
- (7) Residential properties in residential zones;
- (8) Designated historic structures or districts;
- (9) City rights-of-way.

b. Gap In Coverage Or Capacity: Upon request by the City, the applicant shall demonstrate the following with a tower application:

- (1) A significant gap in the coverage, capacity, or technologies of the service network exists such that users are frequently unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;
- (2) The gap can only be filled through an exception to one (1) or more of the standards herein; and
- (3) The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to the standards of this section to the greatest extent possible.

c. Least Intrusive Means: For a new tower, the applicant, upon request by the City, must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive means on the values that these regulations seek to protect.

d. Alternative Sites Analysis: For new towers, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. When requested, the City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate location(s). Alternative site analysis is not limited to locations within the City limits.

6. General Standards: The following regulations apply to all wireless communication facilities in all zones and overlays, unless otherwise stated:

a. Color: WCFs shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings.

b. Building Codes; Safety Standards: To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable State or Local building codes and the applicable industry standards for towers, as amended from time to time.

c. Notice: For purposes of this chapter, any conditional use permit shall require notice to all property owners within a radius of the subject property equal to five (5) times the total height of the facility above existing grade, in addition to any notice otherwise required by this Code.

d. Landscaping, Screening And Fencing: Applicant shall provide a landscaping, screening and fencing plan that shall meet with the approval of the reviewing official.

e. Setbacks:

(1) A freestanding wireless communication facility shall be set back a minimum of one hundred feet (100') from the property line of a residential zone or the height of the tower, whichever is greater (SE), except when the facility is located in the Wireless Communication Facility Overlay Zone. New freestanding wireless communication facilities located in public utility substations shall be exempt from the above residential setback requirement if the wireless communication tower is no taller than the existing substation structures.

(2) Except as stated in subsection 6e(1) of this use, freestanding wireless communication facilities shall conform with the setback requirements of the zone in which located. (SE)

f. Public Utility: When mounted on a transmission or sub-transmission line structure, the antenna shall not extend more than six feet (6') above the top of the existing pole, subject to the applicable maximum height limitation of the zoning district, and any equipment cabinet(s) mounted on the structure shall be not more than three feet (3') by four feet (4') by eighteen inches (18") deep, with a minimum clearance of ten feet (10') above grade and a maximum height of twenty feet (20').

g. Lighting And Signage: Only security lighting or lighting required by a State and/or Federal agency is allowed, and provided the location of the lighting fixture together with its cut-off angle shall be such that it does not shine directly on any public right-of-way or any residential premises. The only signage that is permitted is that which is required by State or Federal law.

h. Abandonment: All wireless communication facilities which are not in use for six (6) consecutive months shall be removed by the wireless communication facility owner. This removal shall take place within one hundred twenty (120) days of the end of such six-month period. Upon removal, the site shall be revegetated or otherwise surfaced to blend with the existing surrounding area. If there is no vegetation on a wireless communication facility site, the site shall be returned to its preconstruction condition. The facility owner shall notify the City when removal of the facility occurs. Failure to remove an abandoned WCF within one hundred twenty (120) days shall be grounds to remove the WCF at the owner's expense, including all costs and attorneys' fees. If there are two (2) or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

i. Interference: Every wireless communication facility shall meet the regulations of the Federal Communications Commission regarding physical and RF interference.

j. Health Issues: Every wireless communication facility shall meet health and safety standards for RF emissions as established by the Federal Communications Commission. Certification by a qualified Wyoming licensed engineer shall be submitted to verify such.

7. Collocation: It is the policy of the City to minimize the number of wireless communication support towers and to encourage the collocation of antennas of more than one (1) wireless communication service provider on a single support tower.

Collocations are encouraged, but shall be done in the least visibly-intrusive manner, considering available technology and coverage needs. Collocations may be approved by the City Planner in conjunction with the building permit process and as noted in subsection 14 of this use; provided if the Planner is not clearly convinced that the "least visibly-intrusive manner" criterion is met, the matter may be referred to the Planning and Zoning Board for a determination on such.

8. Non-Conforming Wireless Communication Facilities: Non-conforming wireless communication facilities have the rights and restrictions outlined in chapter 13 of this title; provided, such facilities are subject to the six-month abandonment provision noted above; any expansion is limited to the definition of a "collocation" as set forth in this Code; and, consideration of any expansion is based on the size of the facility as it existed on April 17, 2017.

9. Application Requirements:

a. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce the provisions of this section.

b. All applications shall include documentation establishing that the installer has permission from the structure owner and property owner to install the wireless communication antenna(s) and any associated buildings, cabinets or equipment at the site.

10. Independent Technical And Legal Review: The City may retain the services of independent experts of its choice to provide technical and legal evaluation of permit applications for WCFs, including administrative and conditional use permits. The applicant shall pay the cost for any independent consultant fees, along with applicable overhead recovery, through a deposit, estimated by the City, which is to be paid within ten (10) days of the City's written request.

11. Application Fees: In connection with the filing of an application, the applicant shall pay all applicable application fees as required by the City.

12. Indemnification: Each permit issued shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify and hold harmless the City and its officers, agents, employees, consultants, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection,

location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

13. Eligible Facilities Request:

a. Purpose: This section implements section 6409(a) of the Spectrum Act, 47 USC section 1455(a) as interpreted by the FCC in its Report and Order No. 14153, which requires a State or Local government to approve any eligible facilities request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible facilities requests shall be governed solely by the provisions in this section and Federal law.

b. Application Review:

(1) Upon receipt of a complete application for an eligible facilities request pursuant to this section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(2) Within sixty (60) days of the date on which an applicant submits a complete application seeking approval of an eligible facilities request under this section, the City will review and act upon the application, subject to the tolling provisions below.

(3) The sixty (60) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within ten (10) days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(4) In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired.

14. Collocation Applications:

a. Purpose: This section implements, in part, 47 USC section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.

b. Application Review:

(1) Upon receipt of a complete application for a collocation request pursuant to this section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(2) Within ninety (90) days of the date on which an applicant submits a complete application seeking approval of a collocation request under this section, the City will review and act upon the application, subject to the tolling provisions below.

(3) The ninety (90) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within ten (10) days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(4) In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

15. New Site Or Tower Applications:

a. Purpose: This section also implements, in part, 47 USC section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.

b. Application Review:

(1) Upon receipt of a complete application for a request for a new site or tower pursuant to this section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(2) Within one hundred fifty (150) days of the date on which an applicant submits a complete application seeking approval of a request for a new site or tower under this section, the City will review and act upon the application, subject to the tolling provisions below.

(3) The one hundred fifty (150) day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within ten (10) days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

X. "X" Uses: Reserved.

Y. "Y" Uses: Reserved.

Z. "Z" Uses: Reserved. (Ord. 2017-10, 4-13-2017)