

City of Cody City Council

Tuesday, May 16, 2023 – 7:00 p.m.

Executive Session at 6:30p.m. pursuant to W.S. 16-4-405(a)(ii) and 16-4-405(a)(ix).

(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 May 2, 2023 Special Work Session from May 9, 2023.
- b. Approve Vouchers and payroll in the amount of \$647,600.93.
- c. Authorize the Mayor to enter into and sign a lease agreement between the City of Cody and Meade and Andrea Dominick.
- d. Approve the extension of Quote 2021-06 Fuel for a period of one year beginning on July 1, 2023. Keeping the additional \$0.04 per gallon fuel surcharge, which was added with the approval of 2022 extension.
- e. Resolution 2023-09 – A Resolution of the City of Cody, WY updating a Fees and Charges Schedule for Various Municipal Services and Products and Establishing an effective Date of 5/17/2023.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to two (2) minutes per person and limit speakers to provide new comments/remarks. 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's interest to transfer a restaurant license to Alexandro Hernandez dba El Vaquero located at 2425 Big Horn Ave.

4. Conduct of Business

- a. Consider approving the request to transfer the restaurant license to Alexandro Hernandez dba El Vaquero located at 2425 Big Horn Ave
Staff Reference: Cindy Baker, Administrative Services Officer
- b. Authorize the Mayor to enter into and sign an agreement between Artist Lisa Norman and Dan Toro and the City of Cody for Conceptual Design Development Revisions relating to the Cody Public Art Committee Mural Project, contingent upon review by the City Attorney.
Spokesperson: Diane Ballard, CPAC
- c. Consider a request from Janie Curtis, 2023 Cody Beer Mile Organizer for approval for this event to be held at Mentock park on Friday July 21st, and authorize an open container permit for said event
Staff Reference: Mike Fink, Aquatics, rec and Facilities Supervisor
- d. Reject all bids for 2023-01 2023 or newer Transit Cargo Van.
Staff Reference: Phillip Bowman, Public Works Director

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

May 22-25, 2023 – Budget Work Session 4:00 p.m.

June 6, 2023 – Council Meeting 7:00 p.m

June 13, 2023 – Work Session 5:30 p.m

June 20, 2023 – Council Meeting 7:00 p.m.

**City of Cody
Council Proceedings
Tuesday, May 2, 2023**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, May 2, 2023 at 7:00 p.m.

Present: Mayor Hall, Council Members Andrew Quick, Emily Swett, Don F. Shreve Jr. Kelly Tamblyn and Jerry Fritz and City Attorney Scott Kolpitke, City Administrator Barry Cook and Cindy Baker, Administrative Services Officer.

Absent: Council Member Reiter.

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

Council Member Quick made a motion seconded by Council Member Swett to approve the Consent Calendar as amended which included Regular Minutes from April 18, 2023, Special Work Session from April 25, 2023, approve Vouchers and payroll in the amount of \$663,800.32, authorize a request from Yellowstone Beer Fest to conduct beer sales during Concerts in the Park on the Thursday for the first six weeks, authorize a malt beverage permit and open container permit for each event. approve the request to close the west side of 10th Street from Sheridan to Beck Ave from 1:00 p.m. to 8:30 pm for food vendors for the Concert in the Park Series, approve the request from Ivan Werff Holdings for the outdoor serving area for the Blanca Tatanka Restaurant, approve the request from Hank Avery, Cody Fire Department to close 11th Street between Sheridan and Beck Avenues starting at Noon on Friday, May 5th through 5:00 p.m. on Sunday May 7th, 2023 in conjunction with the annual fire school held in Cody. The City would provide barricades for the closure, while the event coordinators would set up, authorize the closure of 12th Street between Sheridan Avenue and Beck Avenue from 9:00 a.m. on Friday May 26th through 9:00 a.m. on Sunday May 28th, for the third annual Mustang Car Show, as well as, authorize an open container permit and catering permit for this event, approve an agreement between the City, Park County Arena Board (the Riley Arena); and Wireless Propco, LLC, a company that is purchasing the Riley Arena's cell tower lease rights with T-Mobile. approval of the Surety Bond, Lien Release and Certificate of Final Completion for the Fire Suppression Project at the Cody Auditorium and authorize the Mayor to sign all associated documents. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Tamblyn to appoint Kim Borer to the Planning and Zoning Board for a term ending December 31, 2023. Vote was unanimous.

Ordinance 2023-03 Third and Final Reading

An Ordinance Amending Title 10, Chapter 10 Article C "Open Business/Light Industrial D-3 Districts" of the City of Cody Code. Council Member Quick made a motion seconded by Council Member Shreve to approve the amendment. Vote was unanimous. Council Member Tamblyn made a motion seconded by Council Member to approve Ordinance 2023-03 on Third and Final Reading as amended. Vote was unanimous.

Ordinance 2023-04 Third and Final Reading

An Ordinance Amending Title 10, Chapter 10 Article E "Industrial E Districts" of the City of Cody Code. Council Member Shreve made a motion seconded by Council Member Fritz to approve the amendment. Vote was unanimous. Council Member Swett made a motion seconded by Council Member Tamblyn to approve Ordinance 2023-04 on Third and Final Reading as amended. Vote was unanimous.

Ordinance 2023-05 Third and Final Reading

An Ordinance Amending Title 10, Chapter 10 Article F "Heavy Industrial Districts" of the City of Cody Code. Council Member Quick made a motion seconded by Council Member Fritz to approve Ordinance 2023-05 on Third and Final Reading. Vote was unanimous.

Resolution 2023-07

A Resolution of the City of Cody, WY Updating a Fees and Charges Schedule for various Municipal Services and Products and Establishing an Effective date of May 3, 2023. Council Member Quick made a motion seconded by Council Member Shreve to approve Resolution 2023-07. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Tamblyn to approve Task Order No 23-02 with Bowen, Collins and Associates for Phase 2 of the Storm Drainage Master Plan and authorize the Mayor to sign and execute all associated documents. Vote was unanimous

Mayor Hall adjourned the meeting at 7:33 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, April 25, 2023

A Work Session of the Cody City Council was held in the Council Chambers at City Hall on May 9, 2023 at 5:30 a.m.

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

Absent: None

Mayor Hall called the meeting to order at 5:30 p.m.

Amanda Watson and Maria Mosman, Atlas Strategic Communication presented a media training to the Governing Body.

There being no further discussion, the meeting adjourned at 6:46 p.m.

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Cindy Baker	Matt Hall
Administrative Services Officer	Mayor

Report Criteria:

Invoice.Detail.Input date = 05/09/2023

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
360 OFFICE SOLUTIONS INC (133133)				
	1246784-0	OFFICE FURNITURE FOR CITY HALL	04/27/2023	20,827.82
	1269812-0	BOOKCASES	04/13/2023	1,200.82
	1271119-0	LAMINATE TILE	04/19/2023	257.19
	1275454-0	WARRANTY REPLACEMENT	05/02/2023	.00
	1276989-0	WARRANTY REPLACEMENT	05/02/2023	.00
Total :				22,285.83
Total 360 OFFICE SOLUTIONS INC (133133):				22,285.83
AMERICAN FAMILY LIFE ASSUR (550)				
	426468	AFLAC PREMIUM	05/05/2023	2,167.76
Total :				2,167.76
Total AMERICAN FAMILY LIFE ASSUR (550):				2,167.76
ART SAND & STEEL LLC (133211)				
	3362	CHALKER REPAIR	04/21/2023	30.00
Total :				30.00
Total ART SAND & STEEL LLC (133211):				30.00
BAILEY ENTERPRISES INCORPORATED (130546)				
	7286631	Fuel	05/01/2023	200.59
	7286631	Fuel	05/01/2023	952.47
	7286631	Fuel	05/01/2023	235.85
	7286631	Fuel	05/01/2023	78.62
	7286631	Fuel	05/01/2023	3,262.61
	7286631	Fuel	05/01/2023	235.85
	7286631	Fuel	05/01/2023	117.93
	7286631	Fuel	05/01/2023	44.19
	7286631	Fuel	05/01/2023	398.33
	7286631	Fuel	05/01/2023	229.66
	7286631	Fuel	05/01/2023	179.16
	7286631	Fuel	05/01/2023	8.21
	7286631	Fuel	05/01/2023	52.89
	7286631	Fuel	05/01/2023	157.35
	7286631	Fuel	05/01/2023	18.21
	7286631	Fuel	05/01/2023	136.08-
	7286631	Fuel	05/01/2023	36.42
	7286631	Fuel	05/01/2023	2,070.47
	7286631	Fuel	05/01/2023	200.58
	7286631	Fuel	05/01/2023	1,590.60
	7286631	Fuel	05/01/2023	948.18
	7286631	Fuel	05/01/2023	21.15
	7286631	Fuel	05/01/2023	5.29
	7286631	Fuel	05/01/2023	10.58
	7286631	Fuel	05/01/2023	15.87
	7286631	Fuel	05/01/2023	28.74
	7286631	Fuel	05/01/2023	4,794.68
	7286631	Fuel	05/01/2023	1,561.05

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7286631	Fuel	05/01/2023	220.19
	7286631	Fuel	05/01/2023	129.94
	7286631	Fuel	05/01/2023	64.25
	7286631	Fuel	05/01/2023	28.74
	7286631	Fuel	05/01/2023	621.30
	7286631	Fuel	05/01/2023	483.36
	7286631	Fuel	05/01/2023	28.74
	7286631	Fuel	05/01/2023	446.12
	7286631	Fuel	05/01/2023	104.28
	7286631	Fuel	05/01/2023	452.18
	7286631	Fuel	05/01/2023	25.75
	7286631	Fuel	05/01/2023	1,594.26
Total :				21,518.56
Total BAILEY ENTERPRISES INCORPORATED (130546):				21,518.56
BANSE WALKER, RACHEL (132966)				
	13.1852.45	UTILITY DEPOSIT REFUND	05/02/2023	132.65
Total :				132.65
Total BANSE WALKER, RACHEL (132966):				132.65
BIG HORN PAINT (133119)				
SHEARER PAINTING LLC	40704	PAINT SAMPLES FOR COMMUNITY DEVELOPMENT OFFICES	04/19/2023	10.78
Total :				10.78
Total BIG HORN PAINT (133119):				10.78
BINKLEY, TESSA (132203)				
	14.7751.10	UTILITY DEPOSIT REFUND	05/04/2023	238.25
Total :				238.25
Total BINKLEY, TESSA (132203):				238.25
BOWEN COLLINS & ASSOCIATES (133081)				
	31102	PHASE 1 OF THE STORM DRAIN MASTER PLAN	04/10/2023	2,891.00
Total :				2,891.00
Total BOWEN COLLINS & ASSOCIATES (133081):				2,891.00
BRAGG PLUMBING AND HEATING INC (127760)				
	17485	RESTROOM REPAIRS	04/19/2023	150.00
Total :				150.00
Total BRAGG PLUMBING AND HEATING INC (127760):				150.00
CARAHSOFT TECHNOLOGY CORPORATION (132924)				
	37254822INV	WATERCAD SOFTWARE SUBSCRIPTION FY24	05/01/2023	3,861.00
	37254822INV	SIGNCAD SOFTWARE SUBSCRIPTION FY24	05/01/2023	1,045.00
Total :				4,906.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CARAHSOFT TECHNOLOGY CORPORATION (132924):				4,906.00
CARQUEST AUTO PARTS (10200)				
	2874-IC-471780	core return purge assembly D11	04/11/2023	30.00-
	2874-ID-471248	radiator B26	04/03/2023	231.19
	2874-ID-471435	switch B29	04/06/2026	9.42
	2874-ID-471471	lamp D01	04/06/2026	8.49
	2874-ID-471741	purge assembly D11	04/11/2023	106.79
	2874-ID-472301	switch B16	04/20/2023	9.42
	2874-ID-472600	battery G07	04/27/2023	147.39
	2874-ID-472666	refrigerant SC003	04/28/2023	24.83
Total :				507.53
Total CARQUEST AUTO PARTS (10200):				507.53
CODY MIDDLE SCHOOL (123406)				
	05022023	ALUMINUM CAN CONTEST	05/02/2023	16.75
Total :				16.75
Total CODY MIDDLE SCHOOL (123406):				16.75
COMMUNICATION TECHNOLOGIES, INC (129300)				
	17516	HAND HELD RADIO	04/27/2023	895.00
Total :				895.00
Total COMMUNICATION TECHNOLOGIES, INC (129300):				895.00
COPENHAVER KITCHEN KOLPITCKE LLC (3140)				
	47454	Legal Services	05/02/2023	3,119.56
	47454	Legal Services	05/02/2023	345.40
	47454	Legal Services	05/02/2023	690.79
	47454	Legal Services	05/02/2023	690.79
	47454	Legal Services	05/02/2023	690.79
	47454	Legal Services	05/02/2023	690.79
	47454	Legal Services	05/02/2023	690.80
Total :				6,918.92
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				6,918.92
CROELL INC (133102)				
	721834	SLURRY FOR CASPER AND 11TH ST	04/30/2023	1,720.00
Total :				1,720.00
Total CROELL INC (133102):				1,720.00
CUSTOM DELIVERY SERVICE INC (3343)				
	320170	SAMPLE SHIPPING	04/18/2023	51.95
Total :				51.95
Total CUSTOM DELIVERY SERVICE INC (3343):				51.95

Secondary Name	Invoice	Description	Invoice Date	Total Cost
CUSTOM GARAGE DOOR LLC (127015)				
	5752	GARAGE DOOR SPRING	04/17/2023	730.00
	5754	GARAGE DOOR SEALS	04/17/2023	1,327.00
Total :				2,057.00
Total CUSTOM GARAGE DOOR LLC (127015):				2,057.00
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	546136	COLIFORM TESTING	04/19/2023	165.00
Total :				165.00
Total ENERGY LABORATORIES, INC (4120):				165.00
ENGINEERING ASSOCIATES (4140)				
	4304062	PROJECT 14111-04 WWTF PHASE 2	04/24/2023	218.62
	4304062	PROJECT 14111-04 WWTF PHASE 2	04/24/2023	1,910.39
	4304063	ENGINEERING SERVICES - 26TH STREET & HOLLER AVENUE RAW WATER EXTENSION	04/24/2023	1,449.55
Total :				3,578.56
Total ENGINEERING ASSOCIATES (4140):				3,578.56
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	1178	CLEANING SUPPLIES	04/21/2023	43.90
BIG HORN FOOD SERVICES	1205	CAN LINERS FOR SPECIAL EVENTS	04/24/2023	295.60
BIG HORN FOOD SERVICES	1224	COPIER PAPER	04/27/2023	19.00
BIG HORN FOOD SERVICES	1224	COPIER PAPER	04/27/2023	100.00
BIG HORN FOOD SERVICES	1224	COPIER PAPER	04/27/2023	310.00
BIG HORN FOOD SERVICES	1224	COPIER PAPER	04/27/2023	175.00
BIG HORN FOOD SERVICES	1224	COPIER PAPER	04/27/2023	15.00
BIG HORN FOOD SERVICES	1224	COPIER PAPER	04/27/2023	23.50
BIG HORN FOOD SERVICES	1244	CLEANING SUPPLIES	04/27/2023	671.58
Total :				1,653.58
Total ENNIST III, ROBERT F (131798):				1,653.58
FRANCK, STEVEN (133111)				
OFF GRID INSPECTIONS	007	ELECTRICAL INSPECTION SERVICES APRIL 2023	05/02/2023	1,720.00
Total :				1,720.00
Total FRANCK, STEVEN (133111):				1,720.00
IDEXX DISTRIBUTION INC (132908)				
	3127432841	LAB CHEMICALS AND SUPPLIES	04/20/2023	290.76
Total :				290.76
Total IDEXX DISTRIBUTION INC (132908):				290.76
INDUSTRIAL COMM. & ELECTRONICS (127115)				
	41956	RADIO REPAIR	03/08/2023	190.95
Total :				190.95

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total INDUSTRIAL COMM. & ELECTRONICS (127115):				190.95
J & J CONSTRUCTION LLC (130254)				
	873	BORING IN WATER SERVICE	03/21/2023	1,500.00
Total :				1,500.00
Total J & J CONSTRUCTION LLC (130254):				1,500.00
JERRY ENTERPRISES INC (130576)				
SAY WHERE STORAGE	199789	STORAGE CONTAINER RENTAL	05/01/2023	85.00
Total :				85.00
Total JERRY ENTERPRISES INC (130576):				85.00
JOHN ANDREW LLC (132867)				
KEELE SANITATION	22931	PORTABLE RESTROOM	04/26/2023	135.50
KEELE SANITATION	22932	PORTABLE RESTROOM	04/26/2023	135.50
KEELE SANITATION	25115	PORTABLE RESTROOM	04/26/2023	101.50
Total :				372.50
Total JOHN ANDREW LLC (132867):				372.50
KUHENS, MARY ANN (133204)				
	52251574	REC CENTER REFUND	04/24/2023	96.66
Total :				96.66
Total KUHENS, MARY ANN (133204):				96.66
LABAN HARVEST LLC (133169)				
DBA NO SPOT LEFT BEHIND	042023	CUSTODIAL SERVICES	04/30/2023	1,583.64
DBA NO SPOT LEFT BEHIND	042023	CUSTODIAL SERVICES	04/30/2023	1,583.64
DBA NO SPOT LEFT BEHIND	042023	CUSTODIAL SERVICES	04/30/2023	1,583.64
Total :				4,750.92
Total LABAN HARVEST LLC (133169):				4,750.92
LCP TRACKER INC (132797)				
	IR-22766	LABOR COMPLIANCE REPORTING SOFTWARE FY24	05/02/2023	2,000.00
Total :				2,000.00
Total LCP TRACKER INC (132797):				2,000.00
LEISURE IN MONTANA INC (131545)				
	SAL26054-1	POOL CHEMICALS AND REAGENTS	04/26/2023	175.70
	SAL26054-1	POOL CHEMICALS AND REAGENTS	04/26/2023	175.71
	SAL27067-1	POOL CHEMICALS AND REAGENTS	04/27/2023	107.12
	SAL27067-1	POOL CHEMICALS AND REAGENTS	04/27/2023	107.12
Total :				565.65
Total LEISURE IN MONTANA INC (131545):				565.65

Secondary Name	Invoice	Description	Invoice Date	Total Cost
LEROUX, INC (1400)				
BOONES MACHINE SHOP/YANKEE CA	41005	LONG REACH TO CLEAN OUT SILT TRAP	04/10/2023	2,059.00
Total :				2,059.00
Total LEROUX, INC (1400):				2,059.00
MARK, TRACI (133217)				
	8.1168.11	REFUND CREDIT BALANCE	05/08/2023	348.53
Total :				348.53
Total MARK, TRACI (133217):				348.53
MOTOROLA SOLUTIONS, INC. (6840)				
	8281600136	MOTOROLA MOBILE RADIOS	04/06/2023	11,439.24
Total :				11,439.24
Total MOTOROLA SOLUTIONS, INC. (6840):				11,439.24
NCL OF WISCONSIN INC (7320)				
NORTH CENTRAL LABS	486705	SENSOR CAP	05/02/2023	133.15
Total :				133.15
Total NCL OF WISCONSIN INC (7320):				133.15
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	5523	PREMIUM	05/05/2023	416.00
Total :				416.00
Total NCPERS GROUP LIFE INS (125412):				416.00
NEIL'S AUTOMOTIVE (133216)				
NIEMI, NEIL	6883	REFUND PAYMENT ON WATER METER AT 237 F ST	04/27/2023	250.00
Total :				250.00
Total NEIL'S AUTOMOTIVE (133216):				250.00
NOON BREAK-2-GO (133210)				
	14.0416.11	UTILITY DEPOSIT REFUND	05/01/2023	395.28
Total :				395.28
Total NOON BREAK-2-GO (133210):				395.28
NORCO, INC. (128948)				
	37621052	BOTTLE RENTAL	04/30/2023	41.40
Total :				41.40
Total NORCO, INC. (128948):				41.40
NORTHWEST PIPE (7400)				
	7918520	8" VALVES	05/01/2023	646.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7919040	GATE VALVES AND MEGALUGS	05/01/2023	3,682.17
	7919510	8" SLEEVES	05/01/2023	475.04
Total :				4,803.71
Total NORTHWEST PIPE (7400):				4,803.71
OFFICE SHOP INC (7440)				
	236536	Copier Contract	04/24/2023	211.91
	236536	Copier Contract	04/24/2023	194.25
	236536	Copier Contract	04/24/2023	194.25
	236536	Copier Contract	04/24/2023	194.25
	236536	Copier Contract	04/24/2023	194.25
	236536	Copier Contract	04/24/2023	194.25
	236536	Copier Contract	04/24/2023	194.25
	236536	Copier Contract	04/24/2023	194.25
	236536	Copier Contract	04/24/2023	194.28
	236537	COPIER CONTRACT - CITY SHOP	04/24/2023	14.01
	236537	COPIER CONTRACT - CITY SHOP	04/24/2023	14.01
	236537	COPIER CONTRACT - CITY SHOP	04/24/2023	12.36
	236537	COPIER CONTRACT - CITY SHOP	04/24/2023	14.01
	236537	COPIER CONTRACT - CITY SHOP	04/24/2023	14.01
	236537	COPIER CONTRACT - CITY SHOP	04/24/2023	14.01
	236538	COPIER AGREEMENT - AQUATIC/REC CENTER	04/24/2023	647.53
	236538	COPIER AGREEMENT - AQUATIC/REC CENTER	04/24/2023	647.53
Total :				3,143.41
Total OFFICE SHOP INC (7440):				3,143.41
ONE-CALL OF WYOMING (127665)				
	67082	ONE - CALL FEES APRIL 2023	05/03/2023	115.50
	67082	ONE - CALL FEES APRIL 2023	05/03/2023	115.50
	67082	ONE - CALL FEES APRIL 2023	05/03/2023	115.50
	67082	ONE - CALL FEES APRIL 2023	05/03/2023	115.50
Total :				462.00
Total ONE-CALL OF WYOMING (127665):				462.00
OTIS ELEVATOR COMPANY (129650)				
	100400241144	ELEVATOR INSPECTION - REC CENTER	01/01/2021	1,267.32
	100400649188	ELEVATOR INSPECTION - REC CENTER	01/17/2022	1,308.84
	SL16614001	ELEVATOR SAFETY REPAIRS	02/28/2023	8,650.00
Total :				11,226.16
Total OTIS ELEVATOR COMPANY (129650):				11,226.16
PARK COUNTY (7670)				
	8293	LEC CONTRACT - DISPATCH LABOR COSTS	05/01/2023	250.56
	8293	LEC CONTRACT - DISPATCH LABOR COSTS	05/01/2023	4,259.49
	8293	LEC CONTRACT - DISPATCH LABOR COSTS	05/01/2023	751.68
	8293	LEC CONTRACT - DISPATCH LABOR COSTS	05/01/2023	19,794.12
	8293	LEC CONTRACT - TECHNOLOGY SERVICES	05/01/2023	3,250.00
	8293	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	05/01/2023	854.60
	8293	LEC CONTRACT - INSIDE MAINTENANCE LABOR	05/01/2023	2,062.43
	8293	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	05/01/2023	208.33-

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	8293	LEC CONTRACT - BUILDING INSURANCE COSTS	05/01/2023	398.92
	8293	LEC CONTRACT - UTILITIES	05/01/2023	1,751.28
Total :				33,164.75
Total PARK COUNTY (7670):				33,164.75
PARK COUNTY LANDFILL (129053)				
	04302023	BULK ITEM DISPOSAL FEES - APR 2023	04/03/2023	146.25
	04302023	LANDFILL CHARGES - APR 2023	04/03/2023	48,711.25
Total :				48,857.50
Total PARK COUNTY LANDFILL (129053):				48,857.50
PARK COUNTY PUBLIC HEALTH (7720)				
	1572	HEP B VACCINATION	04/12/2023	115.00
	1574	HEP B VACCINATION	04/20/2023	115.00
Total :				230.00
Total PARK COUNTY PUBLIC HEALTH (7720):				230.00
PARK COUNTY SHERIFF (7740)				
	04302023	INCARCERATION - APR 2023	05/03/2023	30.00
Total :				30.00
Total PARK COUNTY SHERIFF (7740):				30.00
PARK COUNTY WEED AND PEST (7770)				
	20230205	HAZARD WASTE PROCESSING AND DISPOSAL - VEOLIA	04/20/2023	11,721.71
Total :				11,721.71
Total PARK COUNTY WEED AND PEST (7770):				11,721.71
PARK DISTRICT COURT (132610)				
	5523	GARNISHMENT Civil #29877	05/05/2023	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
POTTERS INDUSTRIES LLC (133207)				
	91395778	GLASS BEADS / PAINTING	04/18/2023	4,380.00
Total :				4,380.00
Total POTTERS INDUSTRIES LLC (133207):				4,380.00
PREMIER VEHICLE INSTALLATION (131558)				
	41081	POLICE CAR UPFIT	04/27/2023	15,353.99
Total :				15,353.99
Total PREMIER VEHICLE INSTALLATION (131558):				15,353.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
PROVIDENT LIFE & ACCIDENT INS (128033)				
	5523	PREMIUMS	05/05/2023	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
RAPID FIRE PROTECTION, INC (129543)				
	48499/48500	Auditorium Fire Suppression System	04/17/2023	3,178.00
	48499/48500	CHANGE ORDER 1	04/17/2023	1,147.35
Total :				4,325.35
Total RAPID FIRE PROTECTION, INC (129543):				4,325.35
ROBERTSON, LESLIE (130816)				
	05022023	RESTITUTION FROM MC-2208-010	05/02/2023	100.00
Total :				100.00
Total ROBERTSON, LESLIE (130816):				100.00
SABER PEST CONTROLL LLC (131183)				
	AUD175	PEST CONTROL - AUDITORIUM	05/04/2023	100.00
	CH175	PEST CONTROL - CITY HALL	05/04/2023	70.00
	E162	PEST CONTROL - ELECTRIC	05/02/2023	100.00
	P174	PEST CONTROL - PUBLIC WORKS SH	05/02/2023	60.00
	P174	PEST CONTROL - PUBLIC WORKS SH	05/02/2023	30.00
	P174	PEST CONTROL - PUBLIC WORKS SH	05/02/2023	30.00
	R173	PEST CONTROL - RECYCLING/SANITATION	05/04/2023	70.00
	REC175	PEST CONTROL - REC CENTER	05/04/2023	105.00
	REC175	PEST CONTROL - REC CENTER	05/04/2023	105.00
	W173	PEST CONTROL - WASTEWATER DEPT	05/04/2023	100.00
Total :				770.00
Total SABER PEST CONTROLL LLC (131183):				770.00
SCHLICHTING, ANN (133212)				
	17167	REFUND OVERPAYMENT FOR COST SHARING	05/02/2023	50.00
	17248	REFUND OVERPAYMENT FOR SYSTEM INVESTMENT FEE	05/02/2023	50.00
Total :				100.00
Total SCHLICHTING, ANN (133212):				100.00
SCHULTZ, PAUL D (133209)				
MUNICIPAL POLICE CONSULTANTS LL	04262023	CONSULTING FEE - LIEUTENANT PROMOTIONAL PROCESS	04/26/2023	1,204.72
Total :				1,204.72
Total SCHULTZ, PAUL D (133209):				1,204.72
SHAPPLE, JENNIFER (133205)				
	13.1890.52	UTILITY DEPOSIT REFUND	04/21/2023	150.62

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				150.62
Total SHAPPLE, JENNIFER (133205):				150.62
SHOSHONE MUNICIPAL PIPELINE (9130)				
	05012023	SMP WATER PURCHASE - APRIL 2023	05/01/2023	116,199.26
Total :				116,199.26
Total SHOSHONE MUNICIPAL PIPELINE (9130):				116,199.26
SPIERING, TAYLOR (133215)				
	14.2090.47	UTILITY DEPOSIT REFUND	05/03/2023	108.06
Total :				108.06
Total SPIERING, TAYLOR (133215):				108.06
SUNSET ELEMENTARY SCHOOL (123408)				
	05022023	ALUMINUM CAN CONTEST	05/02/2023	11.25
Total :				11.25
Total SUNSET ELEMENTARY SCHOOL (123408):				11.25
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16128	OUTSOURCE BILLS	05/05/2023	6.40
ADVANCED INFO SYSTEMS	16128	OUTSOURCE BILLS	05/05/2023	40.56
ADVANCED INFO SYSTEMS	16128	OUTSOURCE BILLS	05/05/2023	36.29
ADVANCED INFO SYSTEMS	16128	OUTSOURCE BILLS	05/05/2023	36.29
ADVANCED INFO SYSTEMS	16128	OUTSOURCE BILLS	05/05/2023	46.96
ADVANCED INFO SYSTEMS	16128	OUTSOURCE BILLS	05/05/2023	46.95
Total :				213.45
Total SYSTEMS GRAPHICS INC (129162):				213.45
TAPCO INC (133074)				
	1752782	FLASHING BEACON PARTS	05/03/2023	820.43
Total :				820.43
Total TAPCO INC (133074):				820.43
THOMSON REUTERS - WEST (128108)				
	848250562	CLEAR INVESTIGATIONS MONTHLY PAYMENT	05/01/2023	168.68
Total :				168.68
Total THOMSON REUTERS - WEST (128108):				168.68
TWO TOUGH GUYS SERVICES, LLC (126515)				
	001617	ROLLOFF CONTAINER	05/05/2023	669.64
Total :				669.64

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total TWO TOUGH GUYS SERVICES, LLC (126515):				669.64
UNUM LIFE INSURANCE - LIFE (127935)				
	5523	PREMIUM	05/05/2023	940.56
Total :				940.56
Total UNUM LIFE INSURANCE - LIFE (127935):				940.56
VALLEY SCHOOL (123412)				
	05022023	ALUMINUM CAN CONTEST	05/02/2023	19.00
Total :				19.00
Total VALLEY SCHOOL (123412):				19.00
VILLALOBOS, DANIEL (133214)				
	1791674	5.11 TACTICAL MEN'S STRYKE PDU CLASS B SHIRT	04/26/2023	82.61
Total :				82.61
Total VILLALOBOS, DANIEL (133214):				82.61
WESCO DISTRIBUTION CORP (131137)				
WESCO/KVA/MODERN WHOLESALE	965901	CABLE SUPPORT	04/21/2023	730.00
Total :				730.00
Total WESCO DISTRIBUTION CORP (131137):				730.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6083933	ELBOW ARRESTOR, CONNECTORS #2 BARE COPPER WIRE	03/30/2023	3,724.70
Total :				3,724.70
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				3,724.70
WESTIN MECHANICAL (133206)				
	53.1008.13	HYDRANT METER DEPOSIT REFUND	04/26/2023	475.76
Total :				475.76
Total WESTIN MECHANICAL (133206):				475.76
WYO LAW ENFORCEMENT CHAPLAINS ASSN INC (133203)				
	230005	WLECA 2023 ANNUAL MEETING CHAPLAIN RETTINGHOUSE	04/21/2023	150.00
Total :				150.00
Total WYO LAW ENFORCEMENT CHAPLAINS ASSN INC (133203):				150.00
WYOMING CHILD SUPPORT (132047)				
	5523	Garnishment Remittance # 227551	05/05/2023	430.15
Total :				430.15

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WYOMING CHILD SUPPORT (132047):				430.15
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	5523	CONTRIBUTIONS	05/05/2023	7,874.44
WORKERS COMPENSATION DIV	5523	PD- VOLUNTEERS	05/05/2023	13.53
WORKERS COMPENSATION DIV	5523	REC-VOLUNTEERS	05/05/2023	9.02
Total :				7,896.99
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				7,896.99
WYOMING DEPT OF AGRICULTURE (123502)				
	780A727B	FOOD LICENSE RENEWAL - REC CENTER	04/17/2023	100.00
	780A727B	LICENSE RENEWAL - INDOOR POOL	04/17/2023	50.00
	780A727B	LICENSE RENEWAL - INDOOR WADING POOL	04/17/2023	50.00
	780A727B	LICENSE RENEWAL - INDOOR SPA	04/17/2023	50.00
	780A727B	LICENSE RENEWAL - THERAPY POOL	04/17/2023	50.00
Total :				300.00
Total WYOMING DEPT OF AGRICULTURE (123502):				300.00
Grand Totals:				371,734.99
Payroll 05/07/2023				275,865.94
Total				647,600.93

AGENDA ITEM SUMMARY REPORT

Extension of Quote 2021-06 Fuel

ACTION TO BE TAKEN:

Request approval of the extension of Quote 2021-06 Fuel for a period of one year beginning on July 1, 2023. Keeping the additional \$.04 per gallon fuel surcharge, which was added with approval of last year's extension.

SUMMARY OF INFORMATION:

In June of 2021 the City Council approved the award of Quote 2021-06 Fuel to Bailey Enterprises Inc. Quote packets were sent to Bailey Enterprises Inc. and Homax Oil partnering with Conoco Country Store.

Bailey Enterprises Inc. was the only quote received and was awarded the fuel contract for Fiscal Year 2021/2022. This quote had a provision allowing the City to extend the agreement for two additional one-year periods. The first extension of this quote was approved for July 1, 2022-June 30, 2023, with an allowance of an additional \$.04 per gallon freight fuel surcharge.

At this time staff respectfully requests that we extend the current contract with Bailey Enterprises Inc. for one year, beginning on July 1, 2023.

Mike Bailey, President/CEO of Bailey Enterprises Inc., has been contacted and Bailey Enterprises Inc. would agree to extend the current agreement for one year. Keeping the \$.04 per gallon fuel surcharge from last year's extension.

The current fuel rate is figured at the following costs over rack (per gallon):

Gasoline

Freight Rate: \$.073 + \$.04 additional surcharge

Overhead: \$.08

Profit: \$.02

Diesel

Freight Rate: \$.079 + \$.04 additional surcharge

Overhead: \$.06

Profit: \$.02

AGENDA ITEM NO. _____

The quote process requires staff to reacquaint all of the interested parties with our requirements, and make certain that the company's electronic information can match with our fuel program utilized within Vehicle Maintenance. In addition, if a new company provides a lower quote, new charge cards must be produced for each vehicle, and all users must be readjusted to a new location and process. Bailey Enterprises Inc. did provide the only quote in 2021 and does provide multiple fueling locations.

FISCAL IMPACT

Funding for this fuel is being budgeted within the Fiscal Year 2023/2024 Budget.

ALTERNATIVES

1. Approve the staff request to allow the extension of Quote 2021-06 Fuel for a period of one year beginning on July 1, 2023, keeping the additional \$.04 per gallon fuel surcharge.
2. Request staff to prepare a new quote for services to begin on July 1, 2023.

ATTACHMENTS

1. Bailey Oil Co Submitted Quote 2021-06 Fuel
2. Email from Mike Bailey regarding additional freight fuel surcharge.
3. Email from Mike Bailey agreeing to extending the quote for one more year.

AGENDA & SUMMARY REPORT TO:

1. Mike Bailey, Bailey Enterprises Inc., mbailey@gowithbailey.com



CITY OF CODY
WYOMING

Kylie Hanson <kylieh@codywy.gov>

Fuel Quote 2021-06 - Extension

Michael V. Bailey <m Bailey@gowithbailey.com>

Tue, Mar 15, 2022 at 5:19 PM

To: Kylie Hanson <kylieh@codywy.gov>

Cc: Kassie Holdren <kholdren@gowithbailey.com>, BJ Dodge <bdodge@gowithbailey.com>

Kylie

With costs rising dramatically, I would propose a freight fuel surcharge of 4 cents. If that is approved I would agree to another year. If not we better re-bid

Thanks

Mike Bailey

President/CEO



811 SOUTH FEDERAL BLVD., PO BOX 1326, RIVERTON, WY 82501

307-857-6750 OFFICE, 1-307-851-5171 CELL, 307-857-6801 FAX

m Bailey@gowithbailey.com

CONFIDENTIALITY NOTICE - This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain information that is confidential or legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read or and that any disclosure is STRICTLY PROHIBITED. If you have received this transmission in error, please notify the sender and delete the original transmission and attachments. Thank you.

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All City of Cody electronic correspondence and associated file attachments are public records and may be subject to disclosure in the event of a [public records request](#).



CITY OF CODY
WYOMING

Kylie Hanson <kylieh@codywy.gov>

Fuel Quote Extension

Michael V. Bailey <m Bailey@gowithbailey.com>
To: Kylie Hanson <kylieh@codywy.gov>
Cc: Kassie Holdren <kholdren@gowithbailey.com>

Mon, May 8, 2023 at 7:27 AM

I agree to extend for another year with the fuel surcharge included
thank you

[Quoted text hidden]

[Quoted text hidden]

All *City of Cody* electronic correspondence and associated file attachments are public records and may be subject to disclosure in the event of a *public records request*.

LEASE

THIS LEASE is made and entered into this 8 day of May, 2023, by and between the City of Cody, a Wyoming municipal corporation, hereinafter referred to as CITY, and Meade Dominick and Andrea Dominick, hereinafter referred to as LESSEE:

WITNESSETH

For good and valuable consideration, including but not limited to the promises and covenants herein made by each party below, the CITY hereby leases to LESSEE the following-described property, to-wit:

A parcel of land in Cody, Park County, Wyoming, consisting of approximately 8.01 acres, more or less, as described on the attached Exhibit "A", and as depicted on the attached Exhibit "B."

The above property shall be referred to as the "Leased Premises." CITY reserves the right to use access and cross the property, including, but not limited to the "two track" road which crosses the Leased Premises.

1. TERM OF LEASE. LESSEES shall be entitled to lease said premises for the period of twelve months commencing on May 8, 2023, and continuing through May 8, 2024.

2. OPTION TO RENEW. If at the expiration of the above-mentioned term of this Lease, the LESSEES have complied in all respects with the agreements, conditions and terms of this Lease, the Lease shall automatically renew for a term of one year, upon the same terms and conditions as

described in this Lease, except that the CITY may adjust the amount of the rental payment. Any adjustment for future lease terms must be agreed upon between the City and LESSEE. Upon the expiration of each lease term, the Lease shall automatically renew for successive one-year terms, unless either party notifies the other at least ninety (90) days prior to the end of the term that they do not intend to renew the Lease.

3. RENT.

A. During the term of this Lease, LESSEE shall pay to CITY the sum of Five Hundred Five Dollars (\$500.00) per year for the one-year period beginning May, 2023, and ending May, 2024. Said rent shall be payable on or before the first day of _____ each year commencing _____, 2023. The rent shall be paid to the City of Cody, 1338 Rumsey Avenue, Cody, Wyoming 82414, unless the CITY shall otherwise notify the LESSEE in writing of another place for the payment of rent.

B. If the annual rent is not paid on or before the fifth day of January each year, interest shall accrue on the unpaid balance at the rate of 10% per annum.

4. UTILITIES. There are no utilities serving the Leased Premises. If LESSEE wishes to extend or provide any utilities to the Leased Premises, LESSEE and CITY shall negotiate the cost to provide utilities. LESSEE agrees to pay for all any public utilities, including but not limited to electricity, water

and garbage, used or consumed by the LESSEE for the PROPERTY when due and payable.

5. CONDITION OF PROPERTY. LESSEE acknowledges that he has examined and knows the condition of the PROPERTY, and that no representations as to the condition thereof have been made by the CITY or by anyone representing the CITY. LESSEE acknowledges that the above property is currently vacant, with no improvements.

6. MAINTENANCE AND REPAIR. LESSEE covenants and agrees to keep PROPERTY in keep the Leased Premises in the same conditions as which they are at the time this Lease commences, and shall not allow the Leased Premises to be used for any illegal or unlawful purpose. LESSEE shall not use the property to store, deposit, transfer or otherwise place toxic or hazardous substances. "Toxic" or "Hazardous" substances shall include any and all substances defined as toxic or hazardous by and federal, state or local law, rule, regulation or ordinance. At the expiration of this Lease or upon termination as herein provided, the LESSEE shall surrender the leased PROPERTY in as good condition as it was in at the beginning of the term, reasonable wear and tear and damages by the elements excepted.

7. IMPROVEMENTS OR ALTERATIONS. No alteration, addition or improvement to the leased PROPERTY shall be made by LESSEE without the prior written consent of the CITY. Any fixtures installed as a part thereof shall, at CITY's OPTION, become the property the CITY upon the expiration or other sooner termination of this Lease, provided however, that the CITY shall have

the right to require LESSEE to remove such fixtures at LESSEE'S expense upon termination of the Lease. Notwithstanding anything to the contrary herein, LESSEE may remove any fixture placed on the premises by LESSEE so long as any damage caused by such removal is repaired by and at LESSEE'S expense.

8. RIGHT OF ENTRY. The CITY or their representative may enter the leased PROPERTY at any reasonable time for the purpose of inspection of the leased PROPERTY, performing any work which the CITY elects to undertake, exhibit the leased PROPERTY for sale, lease, or posting notices of non-responsibility under any mechanics lien law.

9. USE OF PREMISES. LESSEE agrees that the PROPERTY is leased for the purpose of open space. LESSEE agrees that he will not make any other use of the PROPERTY without the written consent of the CITY. LESSEE shall NOT use the property for any unlawful purposes.

10. SIGNAGE. LESSEE agrees to place no signage on any the Leased Premises, unless the prior written consent of the CITY is first obtained.

11. SUBLETTING AND LIENS. LESSEE shall not assign, mortgage or encumber this Lease or sublet the Leased Premises without the prior written consent of the CITY.

12. COMPLIANCE WITH LAWS. LESSEE shall comply at all times with

all federal, state, county and municipal statutes, laws, ordinances, rules, regulations or requirements concerning the use and occupancy of the Leased Premises and shall indemnify and hold the CITY harmless from any and all fines, penalties, costs, claims, liabilities, loss or damages for violation or noncompliance with the same.

13. LIABILITY FOR INJURY OR DAMAGE. The CITY shall not be liable for injury or damage to any person or property occurring within or on the leased PROPERTY, and LESSEE waives any and all claims they may have against the CITY arising out of this lease, or LESSEE'S use or occupancy of the Leased Premises. LESSEE agrees to indemnify, save and hold harmless CITY from any and all claims for property damage, personal injury or death arising from the use, occupancy or lease of Leased Premises by any employees, agents, servants, guests or invitees of LESSEE. Provided further, if CITY shall be required to pay a sum of money for property damage or personal injury resulting from LESSEE's use, occupancy or lease of the Leased Premises, or resulting from any negligent act, error or omission of LESSEE or LESSEE'S employees, agents, servants, guests or invitees, all amounts paid by CITY, together with all costs, damages and reasonable attorney's fees, shall be considered additional rent due in the year succeeding such payment, collectable at such time or upon expiration or termination of this Lease as herein provided, whichever shall first occur.

14. INSURANCE. LESSEE shall secure and maintain at LESSEE'S cost and expense during the full term of this Lease and any extension or renewal thereof, public liability and property damage insurance issued by an insurance

company approved by CITY, against all liabilities arising on account of injuries to all persons caused directly or indirectly by the use, disuse or operation of the leased premises by LESSEE or LESSEE'S employees, agents, customers and invitees, in an amount not less than One Million Dollars (\$1 million). The proper evidence thereof shall be submitted by LESSEES to CITY when and at such times as such policies are issued and renewed. Should LESSEES fail to obtain or maintain any such insurance, CITY, at its option, may procure such insurance and maintain the same in force and any sum paid out by CITY for any such insurance shall be repaid by LESSEES to CITY as so much additional rent on or before the next day after the payment thereof by CITY.

15. DEFAULT. Any of the acts described in this section 15 shall be deemed a default by the LESSEE.

- A. LESSEE fails to make payment at the time and in the manner herein prescribed;
- B. LESSEE fails to strictly comply with any other conditions and covenants herein contained;
- C. LESSEE shall file a petition in bankruptcy, or shall have a petition in bankruptcy filed against him, or shall make an assignment of the benefit of creditors.

Upon the occurrence of any default, CITY shall deliver or post written notice to LESSEE specifying the default. LESSEE shall have fifteen (15) days after delivery of such notice to cure default. If LESSEE fails to cure the default within twenty (20) days of the date of the notice of default, CITY may, at its option, terminate this Lease by delivering or posting written notice to LESSEE.

16. TERMINATION WITHOUT CAUSE. Either party may terminate this Lease without cause by providing written notice to the other party at least ninety (90) days prior to the date of termination. In the event that the Lease is terminated before the end of a lease term, then the LESSEE shall be entitled to a return of the proportional portion of their rental payment which represents the time after the effective date of the termination and up to the end date of the lease term.

17. REMEDIES. Upon termination of this Lease, LESSEE shall:

A. Peacefully surrender the leased PROPERTY to CITY and LESSEE agrees that if it should become necessary for CITY to employ an attorney to affect any of the CITY's rights in the event of LESSEE'S default hereunder, LESSEE shall pay CITY's reasonable attorney's fees incurred thereby.

B. At any time after such termination, CITY shall not be liable for any failure to re-let the leased PROPERTY, or any part thereof, or for failure to collect rent due upon any such re-letting.

C. No such termination of this Lease shall relieve LESSEE of his liability and obligations under this Lease, and such liability and obligations shall survive any such termination.—D. No waiver at any time of the right to terminate this Lease shall impair the right of CITY to insist upon such termination in the event of the CITY subsequently acquiring such right, nor shall the acceptance of rent at any time constitute such waiver or waiver of damages.—

18. MODIFICATION. No provision of this Lease shall be waived, altered

amended or modified except by written endorsement hereon or attached hereto and signed by CITY and LESSEE.

19. NOTICES. Any notice given under the terms of this Lease shall be deemed given five (5) days after depositing said notice in United States Postal Service or when hand delivery of such notice is made or when posted on LESSEES' door. For the purposes of delivery, CITY's address is 1338 Rumsey Avenue, Cody, Wyoming 82414.

20. This Lease binds upon and inures to the benefit of the heirs, legatees and beneficiaries of CITY and LESSEES.

21. Nothing in this agreement shall be construed to act as a waiver of the CITY's sovereign and governmental immunity and other immunities and defenses provided to the CITY under federal and state law. The CITY expressly reserves the right to assert immunity as a defense to any claim arising under this agreement.

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EXECUTED this 8 day of May, 2023.


CITY OF CODY, WYOMING
A Wyoming Municipal Corporation

ATTEST:

Matt Hall, Mayor

Cynthia D. Baker,
Administrative Services Officer

LESSEE:



MEADE DOMINICK



ANDREA DOMINICK



CITY OF CODY
WYOMING

Matt Hall
Mayor

Justin Baily
Diane Ballard
Jerry Fritz
Andrew Quick
Heidi Rasmussen
Emily Swett
Council Members

Thomas Keegan
Municipal Judge

Barry A. Cook
City Administrator

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

(307) 527-7511
Fax (307) 527-6532

REQUEST FOR QUOTATION

Quote # 2021-06

The City of Cody will accept quotes until 2:00 p.m., May 24, 2021 at City Hall, 1338 Rumsey Ave. for the following fuels:

Unleaded Gasoline
Mid-Grade Gasoline
Premium Grade Gasoline
Diesel Fuel

It is estimated that the City utilizes approximately 90,000 gallons of fuel per year, approximately half of this use being diesel fuel. Quantities do vary by product and are not guaranteed. Quantities should not be construed to represent either a maximum or minimum quantity to be used during the contract term.

Fuel is to be dispensed by a Card System. Cards are to be set for a single vehicle or equipment so that one card can be locked out without exchanging all of the cards. Must be able to provide PINs for each card. Fuel entry must be able to accommodate mileage and hours. On a weekly basis the SUPPLIER must be able to e-mail the mileage and usage of any vehicles or equipment to fleet@cityofcody.com. On a monthly basis, concurrent with billing, SUPPLIER must be able to deliver all usage and billing information to the City of Cody in a comma delimited by field ASCII file or other acceptable format (preferably Microsoft Excel). The SUPPLIER must provide proof of rack prices at the end of each month.

Quotes are to be per gallon price with state tax included. Quotes must delineate separately the "Rack", "Freight", "Overhead", "Profit", "State Tax" and "Total Quote" (as a local government entity, the City of Cody is exempt from Federal Excise Tax).

Date of price to be as of May 14, 2021. The successful supplier will begin dispensing fuels for the City of Cody on July 1, 2021. This agreement is to extend for a period of one (1) year with the City retaining the option to extend the agreement for two additional one (1) year periods.

Submit quotes to City of Cody, 1338 Rumsey Avenue, PO Box 2200, Cody, WY 82414 and mark on the outside of the envelope "2021-06 FUEL QUOTE". All quotes must be submitted on an official quote form (attached). Additional copies can be obtained by emailing kylieh@cityofcody.com.

In accordance with the provisions of Section 16-6-101 through Section 16-6-106 of the Wyoming Statutes, 1997 republished edition, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside the state. *Any supplier claiming preference must submit evidence of Wyoming residency as defined in Wyoming Statute 16-6-101.*

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

Rob Kramer

City of Cody
Streets and Vehicle Maintenance Superintendent

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

	Rack Price	Freight Rate	Overhead	Profit	State Tax	Total Quote Price per Gallon
Unleaded E10	\$2.1231	\$0.073	\$0.08	\$0.02	\$0.24	\$2.5361
Midgrade BLEND	\$2.31705*	\$0.073	\$0.08	\$0.02	\$0.24	\$2.73005
Premium CLEAR	\$2.7696	\$0.073	\$0.08	\$0.02	\$0.24	\$3.1826
Diesel CLEAR	\$2.3542**	\$0.079	\$0.06	\$0.02	\$0.24	\$2.7532

City Council approved the extension of this contract for a period of one year, beginning on July 1, 2022. They did approve the addition of a \$.04/gallon freight fuel surcharge starting on July 1, 2022.

Terminal	Supplier	Fuel Type	Effective Date	Effective Time	New Price	Price Move
Co Denver (13)						
Id Pocatello (5)						
Mt Billings Psx (7)						
Mt Billings Psx	Sinclair Branded	Fs #1 Uls	05/14/21	1801	2.667300	-0.010000
Mt Billings Psx	Sinclair Branded	Fs #1 Uls Dyed	05/14/21	1801	2.670800	-0.010000
* Mt Billings Psx	Sinclair Branded	Fs #2 Uls	05/14/21	1801	* 2.354200	-0.010000
Mt Billings Psx	Sinclair Branded	Fs #2 Uls Dyed	05/14/21	1801	2.357700	-0.010000
* Mt Billings Psx	Sinclair Branded	Fs Prm	05/14/21	1801	* 2.769600	0.000000
Mt Billings Psx	Sinclair Branded	Fs Prm10%	05/14/21	1801	2.486700	0.000000
* Mt Billings Psx	Sinclair Branded	Fs U/I10%	05/14/21	1801	* 2.123100	0.000000
Wy Casper (15)						
Wy Cheyenne (7)						
Wy Rock Springs (3)						
Wy Sheridan (3)						
Wy Sinclair (10)						



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 1088

THIS CERTIFIES THAT: BAILEY ENTERPRISES, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING
STATUTE 16-6-101, AS AMENDED: FIVE PERCENT PREFERENCE SHALL BE
ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A
PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd **DAY OF** June **TWO THOUSAND AND** 20



JOSHUA B. TAYLOR, LABOR STANDARDS SUPERVISOR

EXPIRATION DATE: 6/1/21

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 5221 YELLOWSTONE ROAD, CHEYENNE, WY 82002

RESOLUTION 2023-09

A RESOLUTION OF THE CITY OF CODY, WYOMING UPDATING
A FEES AND CHARGES SCHEDULE FOR VARIOUS MUNICIPAL
SERVICES AND PRODUCTS AND ESTABLISHING AN EFFECTIVE
DATE OF MAY 17, 2023.

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming charges fees for certain permits, services, public documents, products, etc. that are not already set by Ordinance;

WHEREAS, the Governing Body of the City of Cody, Wyoming has set a policy stating that to the extent practical, the City shall set user fees based on cost recovery; and

WHEREAS, the Governing Body of the City of Cody, Wyoming finds that it is necessary to amend the fees and charges schedule to reflect current cost recovery levels.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING hereby adopts the following fee schedule effective as of October 1, 2022.

Public Records Fees	
Photo Copies & Printed Materials – black & white up to 11x17	\$1.00 for the first page
	\$0.50 for each subsequent page
Photo Copies & Printed Materials – color up to 11x17	\$1.50 for the first page
	\$0.75 for each subsequent page
Photo Copies & Printed Materials – black & white larger than 11x17	\$5.00 each page
Photo Copies & Printed Materials – color larger than 11x17	\$10.00 each page
Producing or constructing records, programming, and computer service	\$20.00 minimum up to 1 hour of staff time
	\$5.00 for each additional 15 minutes of staff time
Fax Sent Fee	\$2.00 per fax up to 5 pages
	\$.25 for each subsequent page
Digital Disk	\$5.00 per disk
Video Disk	\$10.00 per disk
Flash Drive	\$5.00 4GB
	\$5.00 8GB
	\$8.00 16GB
	\$10.00 32GB
	\$12.50 64GB
Printed Documents	
Budget Document	\$140.00 each
Audit Report	\$50.00 each
Financial Management Policy	\$50.00 each
Master Plan	\$40.00 each
Site Map or Lot Map with aerial	\$6.00 each
Zoning and Street Maps (Zoning, address, street, etc.)	36x48 Color: \$10.00 each
	42x60 Color: \$48.00 each
Scanning of Document on large scanner, up to 42" wide	\$7.50 each page
Lamination of Document	\$6.00 set up fee and \$2.00 per linear foot (24" wide) each
Whole Aerial & Utility Tiles w/Lot Lines (electronic)	\$36.00 each
½ Aerial & Utility Tiles w/Lot Lines (electronic)	\$18.00 each
¼ Aerial & Utility Tiles w/Lot Lines (electronic)	\$9.00 each
Other Fees	
Returned Payment Fee	\$30.00
Notary Signature	\$5.00 per document (city documents exempt from fee)
Alarm Reinstatement Fee	\$150.00
Police Patch	\$10.00 new
	\$5.00 used
Business Licenses & Permits	
Contractor License Fee	Initial Application Fee, or renewal of expired license \$200.00
	Application for additional or expanded license, \$100.00 for each category of licence added or modified (general, general-IRC, plumbing, plumbing-IRC, HVAC, HVAC-IRC, electrical, specialty)
	Annual Renewal \$150.00 per business (includes all licenses held by business)
	Renewal Late Fee \$30.00
Annual Short Term Rental/ Bed & Breakfast Registration per dwelling unit (non-transferrable)	\$100.00
Directional Wayfinding Signage Permit (Sheridan Ave. street signs)	\$60.00 per sign per calendar year
Right-of-Way Encroachment Permit	\$50.00 per each 45-day permit
	\$150.00 deposit (refundable) per permit if storing materials in City R-W or alley
Short Term Rental/ B&B Late Fees (in addition to registration/renewal fee)	\$100.00 for failure to register before making unit available for rent.
	\$50.00 for failure to complete annual renewal for an active rental by May 1st.

Parks, Athletic Fields, and Shelter Fees	
Tennis Courts - Paul Stock, Dorse Miller, Glendale, and City park	\$25.00 per day per court
Specialy Park Areas - skate park, basketball courts, volleyball court, horseshoe pits, climbing wall, dog park, trails, or open space	\$25.00 per event
Soccer Facility - Dacken, Holm View, Mentock, and other soccer/multi purpose park areas	Practices: \$50.00 per week per field or \$10.00 per hour per field
	League games: \$25.00 per game
	Field prep: \$15.00 per hour plus materials
	per day
Baseball Facility - Hugh Smith, Legion Field, Babe Ruth, Pee Wee, and Little League	Practices: \$50.00 per week per field
	League Games: \$75.00 per game
	Youth League Games: \$50.00 per game
	Field prep: \$25.00 per hour plus materials
East Sheridan Fields (includes softball)	Practices: \$50.00 per week per field or \$10.00 per hour per field
	League games: \$50.00 per game
Tournament Concession Stand Use	\$25.00 per event
Tournament Play, Camps, Clinics, Etc	\$175.00 per event for one field
	\$50.00 per day per field for additional fields
Park Shelters - Hugh Smith, Mentock, Glendale, and City Park	\$25.00 per day
Picnic Shelters - Beck Lake Lions Club, Shoshone River Trail, and Paul Stock Trail	\$50.00 per day for events open to the public only
Canal Park Amphitheater	\$100.00 per event and \$50.00 per day for additional days
City Park Band Shell	\$150.00 per event and \$50.00 per day after first day
	\$450.00 per event per day for sound system
Race, Walk, and Fitness Permit	\$25.00 per day
Recreation Memberships	
Recreation Center Annual Memberships	Adult: \$315.00
	Senior: \$282.00
	Additioinal Adult: \$189.00
	Additional Senior: \$168.00
	Additional Youth (up to 4): \$63.00
	Additional Youth over 4: \$30.00
	Student (16 yrs - college): \$219.00
	Youth (5-15 yrs): \$156.00
	Golden Individual, 65+ years \$282.00
	Golden Couple, 65+ years \$450.00
Recreation Center Other Memberships	Corporate Family: \$507.00
	Corporate Individual: \$255.00
	Monthly: \$60.00
	6 Month Adult: \$202.00
	6 Month Additional Adult: \$121.00
	6 Month Youth: \$102.00
Recreation Center Daily Use Rate	6 Month Additional Youth: \$40.50
	6 Month Student: \$142.00
	Adult (16+yrs): \$10.00 Resident \$15.00 Non-Resident
	Student & Youth: \$7.00 Resident \$10.00 Non-Resident
Recreation Center Guest Passes - 10 pack	Military: \$6.00 Resident \$10.00 Non-Resident
	Last Two Hours: \$4.00 Resident & Non-Resident
	Adult Resident: \$90.00
	Student (16 yrs - college): \$63.00
	Youth (5-15 yrs): \$45.00
	Military: \$63.00
Aquatics Fees	
Competitive Swimming Fee	Base Rate: \$100.00 per hour for 6 lanes
	Lane Rate: \$17.00 per lane per hour
	Exclusive Use Fee: \$75.00 per hour
Group Reservations	\$5.50 per person
Aquatics Area Special Events	\$150.00 per hour plus \$1.00 per swimmer for 40 or more swimmers
City Facility Fees	
Auditorium	\$500.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75.00 per each additional day
	\$50 per event surcharge if alcohol is served or consumed on the premises
Cody Club Room	\$150.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75.00 per each additional day
	\$50 per event surcharge if alcohol is served or consumed on the premises
Cody Club Room Kitchen	\$150.00 per event (1/2 day set up , event day, 1/2 day tear down)
	\$75.00 per additional day
	\$50.00 event surcharge if alcohol is served or consumed on the premises
Cody Club Room four (4) hours or less event	\$75.00 per four (4) hour or less event
	\$50 per event surcharge if alcohol is served or consumed on the premises
Cody Club Room Kitchen four (4) hour or less event	\$75.00 per four (4) hour or less event
	\$50 per event surcharge if alcohol is served or consumed on the premises
Equipment and Fixtures	\$5.00 each table
	\$10.00 per dozen chairs
	\$75.00 per day bleachers plus \$25.00 deliver, \$25.00 pickup
	\$50.00 per day receptacle for outdoor electricity
	\$75.00 per hour manlift

City Facility Fees	
Recreation Center Conference Room A	\$100.00 per day Commercial & Non Members \$50.00 per day Non-Profit & Members
Recreation Center Conference Room B	\$100.00 per day Commercial & Non Members \$50.00 per day Non-Profit & Members
Recreation Center Gymnasium - one	\$300.00 per day Commercial & Non Members \$150.00 per day Non-Profit & Members
Recreation Center Gymnasium - two	\$600.00 per day Commercial & Non Members \$300.00 per day Non-Profit & Members
Recreation Center Gymnasiums - all	\$900.00 per day Commercial & Non Members \$450.00 per day Non-Profit & Members
Recreation Center Multi Purpose Room	\$200.00 per day Commercial & Non Members \$100.00 per day Non-Profit & Members
Recreation Center Raquetball Court	\$100.00 per day Commercial & Non Members \$50.00 per day Non-Profit & Members
Recreation Center Spectator Room	\$100.00 per day Commercial & Non Members \$50.00 per day Non-Profit & Members
Recreation Center Hallway	\$100.00 per day Commercial & Non Members \$50.00 per day Non-Profit & Members
Recreation Center Walking/Running Track	\$100.00 per day Commercial & Non Members \$50.00 per day Non-Profit & Members
Recreation Center Locker Rental	\$0.50 per day, small size (free for members)
	\$0.75 per day, medium size (free for members)
	\$45.00 for three months, large size
	\$90.00 for six months, large size
	\$10.00 each key replacement
Mini Golf Park	\$7.00 per person General Admission (all ages)
	Group Rate: \$20 up to 5, \$30 up to 10, \$3.00 per person over 10
Pickleball Courts Tournament Reservation	\$200.00 per day (entire facility)
Planning & Zoning Fees	
Commercial/Industrial Site Plan, Landscaping, Parking, and Architectural Reviews:	
Site Plan Review of new facility, and Expansion of > 20%.	\$0.075 per square foot of building (GFA). \$650.00 minimum
Site Plan Review for addition or expansion of < 20%.	\$300.00
Review of Landscape plan, Parking plan, or modification to Architecture of building.	\$50.00 for each type of review
Multi-family Residential Site Plan Review (all multi-family projects in commercial zones and projects of > 4 dwellings in residential zones.)	\$30.00 per dwelling unit
Sign Plans (attached wall, projecting, awning, inflatable, freestanding on existing supports)	\$40.00 (no fee if submitted and reviewed with a site plan review)
Sign Plans (freestanding requiring new base structure, electronic message boards)	\$50.00 for one sign, \$10.00 for each additional (no fee if submitted and reviewed with a site plan review)
Sign Plans (billboards)	\$200.00
Fence height waiver request	\$80.00
Special Exemption Application	Exemption from numerical standards \$300.00 plus advertising/mailling costs; Similar Use Determination \$400.00 plus advertising/mailling costs.
Conditional Use Permit	\$350.00 plus advertising/mailling costs.
Special Use Permit - Airport Overlay	\$350.00 plus advertising/mailling costs.
Nonconforming Expansions and Changes requiring review under City Code 10-13-06	\$350.00 plus advertising/mailling costs.
Zoning Variance	\$500.00
Appeal to Board of Adjustment	\$300.00
Petition for Rezone or Text Amendment to Zoning Ordinance (not initiated by City)	\$750.00 plus advertising/mailling costs
Minor Subdivision of 5 lots or less with each lot having direct access to a paved public street and no public infrastructure improvements other than electrical.	\$300.00 preliminary plat review; \$100 final plat review.
Infill Minor Subdivision not qualifying for category immediately above.	\$650.00 preliminary plat review; \$300 final plat review.
Major Subdivision (more than 5 lots, and 5 lots or fewer if public infrastructure other than electrical is required)	Conceptual Plat \$250.00 (Consult w/ City Planner to determine if necessary.)
	Preliminary Plat \$650.00 plus \$30.00 per lot
	Final Plat/Construction Plan Review \$1,100.00 plus \$30.00 per lot
	Phasing the acceptance of the subdivision improvements: \$500.00 for each phase of construction beyond initial phase.
	Request to accept performance bond, letter of credit, or cash deposit for remaining subdivision improvements, to obtain building permit(s) prior to City accepting subdivision infrastructure: \$500.00
Plat Amendment/Vacation	To a recorded Final Plat Minor Subdivision, with no additional lots: \$150.00 plus any advertising/mailling costs. If creating additional lots, use regular subdivision fee.
	To a recorded Final Plat Major Subdivision, with no additional lots: \$300.00 plus any advertising/mailling costs. If creating additional lots, use regular subdivision fee.
Planned Unit Development (PUD)	\$4,500.00 plus the subdivision plat review fees and advertising/mailling costs.
Boundary Line Adjustment	\$150.00 for the first two parcels, \$50 for each additional parcel involved.
Vacation of Land or Right-of-Way	\$500.00 plus advertising/mailling costs

Annexation or Deannexation (not initiated by City), including City zoning of property.	Applicant responsible for annexation survey and advertising/mailling costs
Mobile Home Park Permit (Chapter 9-06)	\$1,750.00 (up to 5 spaces) \$30.00 each additional space
Fee for P.W. review of engineering plans for public infrastructure not associated with a subdivision or PUD application	Actual Cost

Building Permit & Inspection Fees (items marked with "*" are not applicable if a general building permit and resulting fee includes the work identified.)

Building Permit Fee, unless listed otherwise. (Fee shall be based on the total market value of the work, including materials and labor. Claimed valuation shall be no less than the national average per square foot, unless demonstrated otherwise to the building official.)	Building Permit Fee Table:
	Valuation: Fee:
	\$1 to \$500 \$40
	\$501 to \$2,000 \$40 for the first \$500; plus \$3 for each additional \$100 or fraction thereof.
	\$2,001 to \$40,000 \$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof
	\$40,001 to \$100K \$487 for first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof
	\$100,001 to \$500K \$1,027 for the first \$100K; plus \$7 for each additional \$1,000 or fraction thereof
	\$500,001 to \$1 million \$3,827 for the first \$500K; plus \$5 for each additional \$1,000 or fraction thereof
	\$1,000,001 to \$5 million \$6,327 for the first \$500K; plus \$3 for each additional \$1,000 or fraction thereof
Building Plan Review Fees	\$5,000,001 and over \$18,327 for the first \$5 million; plus \$1 for each additional \$1,000 or fraction thereof
	Minor Residential Plan Review (e.g. addition, finish basement) \$50.00 per each 250 sq. ft. or portion thereof, or the fee for Residential Plan Review, whichever is less.
	Residential Plan Review (Single-family, duplex, townhouse, ADU) \$250.00 per dwelling unit
	Industrial/Commerical/Multi-Family Plan Review: 25% of building permit fee
Fee for work done without required permit(s), or commencing before permit issuance without building official permission	Fire District Review, Pass Through Fee: 10% of City's building permit fee, when Fire Review is required (industrial, commercial, multi-family).
Fence Permit (Residential use)	Additional 25% of permit fee, \$20.00 minimum
Fence Permit (Commercial/Industrial use)	
Pre-Fabricated Storage Building, without foundation (>120 SF only)	\$50.00
Demolition/Moving Permit (not placement)	\$50.00
Drywall/Plaster Permit (Residential)*	\$40.00
Insulation Permit (Residential)*	\$40.00
Fire Suppression/Sprinkler System Permit (Residential)*	\$40.00
Masonry/Concrete/Retaining Wall Permit (Residential)*	\$40.00
Window Glass/Glazing Permit*	\$40.00
Fireplace/Stove Installation Permit*	\$40.00
Siding/Stucco Permit (Residential)*	\$40.00
Re-Roof Permit (Residential)*	\$40.00
Ground Stabilization (Mud Jacking/Helitical pier) Permit	\$150.00
Sign Installation Permit*	Use "Building Permit Fee Table" for billboards, electronic message boards, freestanding signs on new bases or that enlarge the total sign face. No building permit fee for temporary signs and other signs not listed herein (covered by zoning sign plan review fee.)
Inspections Outside Normal Business Hours	\$60.00 per hour, minimum 2 hours
Reinspection Fees Assessed Under Building Code (3rd or more)	\$40.00
Additional Plan Review due to changes, additions or plan revisions	\$45.00 per hour minimum 1 hour

Electrical Permit Fees

Electrical Permit Fees	Service Upgrade, through 200 amp: \$100.00
	Service Disconnect or Reconnect \$40.00 (\$80 for both)
	Small Jobs/Modifications as determined by building official (e.g. adding or extending circuit) \$50.00
	Electrical Permit, if the valuation of the electrical work is included in the valuation of the general building permit: \$50.00
	Electrical Permit, if the valuation of the electrical work is not included in the valuation of the general building permit: Fee per "Building Permit Fee Table".
	Reinspection (3rd or more) \$50.00

Plumbing & HVAC Permit Fees (Items marked with "*" are not applicable if a general building permit and resulting fee includes the work identified.)	
Plumbing & HVAC Permit Fees	Plumbing/HVAC permit, if the valuation of the plumbing/HVAC work is included in the valuation of the general building permit: \$50.00
	Plumbing/HVAC permit, if the valuation of the plumbing/HVAC work is not included in the valuation of the general building permit: Fee per "Building Permit Fee Table".
Sewer Service Inspections*	\$40.00
Gas Piping Pressure Inspections (existing gas line)*	\$40.00
Furnace Replacement (Residential size or equivalent)* (per system)	\$40.00
Boiler Replacement (Residential size or equivalent)* (per system)	\$40.00
A/C Unit Replacement (Residential size or equivalent)* (per system)	\$40.00
Water Heater Replacement (Residential size or equivalent)* (per system)	\$40.00
Mini-Split Unit*	\$40.00
Other Small Jobs, as determined by Building Official	\$40.00
Utility Meter Replacement Fees	
Broken water meter and/or irrigation meter (due to freezing, abuse, accident, etc., but not defect or end of meter life)	Fee equivalent to latest invoice price for meter.

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2023.

Mayor Matt Hall

Attest:

Cindy Baker, Administrative Services Officer

Planning & Zoning Fees

Commercial/Industrial Site Plan,
Landscaping, Parking, and Architectural
Reviews:

Site Plan Review of new facility, and Expansion of $\geq 20\%$.	\$0.075 per square foot of building (GFA). \$650.00 minimum
Site Plan Review for addition or expansion of $< 20\%$.	\$300.00
Review of Landscape plan, Parking plan, or modification to Architecture of building.	\$50.00 for each type of review
Multi-family Residential Site Plan Review (all multi-family projects in commercial zones and projects of > 4 dwellings in residential zones.)	\$30.00 per dwelling unit
Sign Plans (attached wall, projecting, awning, inflatable, freestanding on existing supports)	\$40.00 (no fee if submitted and reviewed with a site plan review)
Sign Plans (freestanding requiring new base structure, electronic message boards)	\$50.00 for one sign, \$10.00 for each additional (no fee if submitted and reviewed with a site plan review)

MEETING DATE: MAY 16, 2023
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMIN SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for Transfer of Ownership of a Restaurant License

ACTION TO BE TAKEN:

Consider approving the request for a Transfer of Ownership of a Restaurant License.

SUMMARY OF INFORMATION:

Alexandro Hernandez has submitted an application to transfer of Ownership of a Restaurant Liquor License to be located at 2425 Big Horn Ave for the license term ending 07/31/2022.

FISCAL IMPACT

Receive \$100.00 Transfer Fee, no negative impact.

ALTERNATIVES

1. Approve the transfer of ownership of the Restaurant liquor license
2. Deny the transfer of ownership of the Restaurant liquor license

ATTACHMENTS

Liquor license application and associated documents.

AGENDA & SUMMARY REPORT TO:

alexandrohc@yahoo.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:

\$

125

Prorated Fee:

\$

Transfer Fee:

\$

100 00

Publishing Fee:

\$

125 00

Publishing Fee Direct Billed to Applicant: ☐

Local License #:

Date filed with clerk:

4 / 24 / 23

Advertising Dates: (2 Weeks)

5/2 & 5/9

Hearing Date:

05 / 16 / 2023

License Term:

05 / 17 / 2023

Month

Day

Year

Through

07 / 31 / 2023

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:

Alexandro Hernandez

Trade/Business Name (dba):

El Vaquero

Building to be licensed/Building Address:

2425 Big Horn

Number & Street

Cody

City

WY

State

82414

Zip

Park

County

Local Mailing Address:

882 E 7th St Lot 7

Number & Street or P.O. Box

Powell

City

WY

State

82414

Zip

Local Business Telephone Number:

(307) 271-1212

Fax Number:

() .

Business E-Mail Address:

alexandroth@yahoo.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:

Ana Islas

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 March to

Oct

☒ SEASONAL/PART-TIME

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

from Mon to

Sat

☐ NON-OPERATIONAL/PARKED

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

from 11-3 to

5-9

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 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?
Alexandro Hernandez	9/14/95	2425 Bighorn Lody WY 82414	307 271- 1212	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				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?
						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)

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 24 day of April, 2023 that the facts alleged in the foregoing instrument are true by the following:

- 1)

(Signature)

Alexander Hernandez

Owner
- 2)

(Signature)

Title
- 3)

(Signature)

Title
- 4)

(Signature)

Title
- 5)

(Signature)

Title
- 6)

(Signature)

Title

Witness my hand and official seal:

Cynthia Baker

Signature of Notary Public



My commission expires: 6/17/2025

I Ana Islas dba El Vaquero am agreeing to transfer my restaurant liquor license to Alexandro Hernandez dba El Vaquero

Ana Islas

Ana Islas

4-18-93

Date

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$200.00 Initial Fee; \$100.00 Annual Renewal Fee.
(Licenses shall expire one year after date of issuance)

Chevyenne Office Use Only

LICENSE ACCOUNT NUMBER _____

ACTIVATION DATE _____

CHECK NO/CASH _____

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:

☐ New ☐ Change of Location ☒ Change of Owner

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

- Establishment Information -

Trade/Business Name (dba): El Vagueron Applicant Name: Alexander Hernandez

Physical Address: 2425 Big Horn Ave Will a Liquor License Be Applied For?

City: Indy State: WY Zip: 82414 ☒ Yes ☐ No

Mailing Address: 2425 Big Horn Ave

City: Indy State: WY Zip: 82414

Business Phone Number: 307-271-1212 Person in Charge on Site Phone: _____

Email: alexanderh@vagon.com Fax: _____

- Owner Information -

Name of Owner: Alexander Hernandez

Name of Company (if applicable): El Vagueron

Parent Company (if applicable): _____

Address: 2425 Big Horn Ave

City: Indy State: WY Zip: 82414

Owner Phone Number: 307-674-2754

Form of Organization:

☒ Individual ☐ Co-Op ☐ Corporation

☐ Partnership ☐ LLC ☐ Non-Profit

☐ Other Entity _____

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

Type of Establishment (please check applicable box)

☒ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution

☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Mobile/Commissary Dependent ☐ Retail Processor


☐ Retail Pre-Packaged ☐ Retail Pre-Packaged License Only ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility

☐ Manufactured Food Processor; Type of Food: _____

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


SIGNATURE OF APPLICANT

4/24/23
DATE


APPROVING OFFICIAL

Franklin
COUNTY

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

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

This application shall serve as receipt of payment.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Agreement for Conceptual Design Development Revisions Cody Public Art Committee Mural Project

This agreement for Conceptual Design Development Revisions is made and entered into on May 16, 2023 between the the City of Cody, a municipal corporation (CITY) and Dan Toro, ("Artist(s)"). (CITY and the Artist(s) are sometimes referred to herein as the "Parties"). This agreement and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement".

WHEREAS, CITY, through the Cody Public Art Committee (CPAC), a City appointed committee, is administering a call for public art at 1007 12th Street, Cody, WY("Site");

WHEREAS, CPAC worked with a Selection Committee to determine a short finalist list of artists to develop Conceptual Designs (sometimes referred to herein as "proposal") to be installed at the Site;

and WHEREAS, Artist is a finalist for the project at the Site and is in the business of creating original works of art, and created a Conceptual Design for the Site;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Scope of Services. Artist shall continue as a finalist and make design adjustments to their Conceptual Design for further review by the Selection Committee.
2. Schedule of Performance. Artist shall complete the adjustments by Thursday, May 11, 2023.
3. Compensation. CITY agrees to pay Artist \$250.00 dollars for the design adjustments to the Conceptual Design. CITY will make payment within thirty (30) days after receipt of signed agreement from the Artist, and receipt of an invoice from the Artist.
4. Representations and Warranties. Artist(s) represents and warrants that the Services rendered pursuant to this Agreement shall result in an original design that, to the best of the Artist(s)' knowledge, does not infringe on any third-party intellectual property rights. CPAC shall make available for Artis' examination and use all applicable information regarding the Site, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artist(s)' performance under this Agreement. If CITY selects ARTIST'S work to display, ARTIST hereby grants to CITY a license to display the work created by the ARTIST pursuant to this Agreement. ARTIST understands that CITY will arrange for the display of the ARTIST'S work on a building or structure in Cody, Wyoming, and ARTIST consents to the CITY arranging for and negotiating the terms of the display, and consents to the display of the work pursuant to those terms. CITY anticipates, but does not guarantee, that the ARTIST'S work would be displayed for a term of at least five years. CITY reserves the exclusive right to select or reject the works which it will display, and CITY makes no promises, representations, covenants or guarantees that ARTIST'S proposal will be selected or displayed.

5. Intellectual Property. Artist(s) retains all copyrights and other intellectual property interests in the proposal and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by Artist(s) in connection with this Agreement. It is specifically understood that given the Artist(s) retention of all intellectual property rights, in the event the CPAC elects not to proceed with Artist(s) in the further development of the proposal, CPAC does not have the right to take the Conceptual Design or Narrative to a third party for further development, including but not limited to fabrication and/or installation.

6. Artist(s) agrees to indemnify and hold harmless CPAC, its successors and assigns from any claim or suit arising or resulting from breach by Artist(s) or any contractual obligations set forth in this Agreement including, but not limited to, Artist(s)' warranties set forth in Section 4 of this Agreement. ARTIST waives any and all rights to any claims of any kind against CITY for damages of any kind, including, but not limited to claims for property damage, personal injury or death arising under this Agreement.

7. Independent Contractor. Artist(s) is furnishing their services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

8. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause or for convenience shall be without prejudice to any obligations or liabilities either party accrued prior to or because of such termination. CPAC shall be liable under the payment provisions of this Agreement only for payment of services rendered before the date of the receipt of termination notice. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

9. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

10. Non-assignability. Artist(s) shall not assign, transfer or subcontract the creative and artist portions of the Services to another party without prior written consent of CITY.

11. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provision will remain in effect.

12. Governing Law /Venue. This Agreement and all mandates arising out of or relating to this Agreement will be construed and enforced according to the laws of the State of Wyoming.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and superseded all previous agreement in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. Except as otherwise incorporated into this Agreement, no other document provides terms for the Agreement or is incorporated by inference. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

14. Compliance With Laws. Artist(s) agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

15. GOVERNMENTAL IMMUNITY. CITY and CPAC do not waive their right to assert immunity as a defense to any action arising under this MOU, and expressly reserve the right to assert immunity as a defense to any action arising under this MOU, CITY and CPAC reserve the right to assert any and all defenses, limitations and immunities in response to any action.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN

ABOVE:

CITY OF CODY

signature

DATE: _____

ARTIST(S)

Dan Toro

signature

DATE: _____

Agreement for Conceptual Design Development Revisions Cody Public Art Committee Mural Project

This agreement for Conceptual Design Development Revisions is made and entered into on May 16, 2023 between the the City of Cody, a municipal corporation (CITY) and Lisa Norman, ("Artist(s)"). (CITY and the Artist(s) are sometimes referred to herein as the "Parties"). This agreement and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement".

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15. GOVERNMENTAL IMMUNITY. CITY and CPAC do not waive their right to assert immunity as a defense to any action arising under this MOU, and expressly reserve the right to assert immunity as a defense to any action arising under this MOU, CITY and CPAC reserve the right to assert any and all defenses, limitations and immunities in response to any action.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN

ABOVE:

CITY OF CODY

signature

DATE: _____

ARTIST(S)
Lisa Norman

signature

DATE: _____

MEETING DATE: MAY 16, 2023
DEPARTMENT: PARKS, RECREATION AND
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Cody Beer Mile Park Use Request, Malt Beverage/Open Container Permits

ACTION TO BE TAKEN:

The 2023 Cody Beer Mile organizer, Janie Curtis, is requesting approval for this event to be held at Mentock Park on Friday, July 21st, 2023.

The event will include Solo and Relay Races as well as a Philly Cheesesteak Eating Contest.

The event organizer will provide Cindy Baker with additional information to finalize malt beverage and vendor permits.

They will also include proof of liability insurance to City Staff.

SUMMARY OF INFORMATION:

This year marks the 5th anniversary for the Cody Beer Mile! The event was started in conjunction with the Yellowstone Beer Festival and based off of the international standards for The Beer Mile (beermile.org).

After 5 years this event has taken on a life of its own and has become a Cody classic – attracting racers and spectators alike.

This event attracts people from every demographic in the 21 to 65 plus age categories.

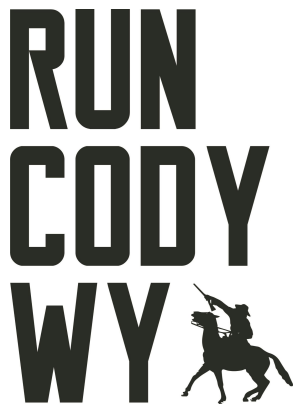
In the past 5 years they have been able to include Wyoming made beer as the official event beer. They have also found a way to include Cody's local breweries in a "Chunder Mile" which saw all the breweries competing against each other's beer.

This year will also include a Philly Cheesesteak Eating Contest hosted by The Fresh Prince Of Steaks food truck.

The food truck will also be present throughout the event serving food to all participants.

Going into 2023 they realized that they have outgrown the area in the Park County Complex and would like to relocate to Mentock Park for this event.

They will have parking around the venue and use the parking area off of Blackburn Avenue.



Cody Beer Mile
Solo & Relay Races
Friday, July 21st, 2023
Mentock Park, Cody
www.runcodywy.com

Mission Statement: To create an event or events that foster and promote a local running community in and around Cody, as well as bring in like-minded tourists to increase business and tourism within and beyond Cody.

Cody Beer Mile

I am thrilled to be going into the 5th year for the Cody Beer Mile! This event was started by Joe Kondelis in conjunction with the Yellowstone Beer Festival and based off of the international standards for The Beer Mile (beermile.org). After 5 years, this event has taken on a life of its own and quickly become a Cody classic - attracting racers and spectators alike. In addition, this event is one that surprisingly draws from every demographic found in Cody - men, women, 21-65+ years, brewers to accountants, and more.

In the past 5 years of the Cody Beer Mile we have been able to not only use Wyoming made beer as the official event beer, but we've also found a fun way to include our 4 very own local Cody breweries. In 2022 we included a "Chunder Mile" to the evening which saw all 4 breweries competing against each other using their own brewery's beer. The crowd went crazy supporting their favorite local breweries.

To add a little diversity, we have expanded this event to include a Philly Cheesesteak Eating Contest hosted by The Fresh Prince Of Steaks food truck that has also been wildly popular and competitive. That food truck is also present throughout the event serving food to all participants.

Going into 2023, we've recognized a need to grow and find a new venue. We humbly ask the City Of Cody to allow the use of Mentock Park for this event. This versatile space will allow us to have an easy and visible running course around the soccer fields, ample parking, separate play areas for kids, and flexible room for food trucks, beer garden, and games.

Thank you so much!

Janie Curtis
Race Director
janie@runcodywy.com
(307) 213-0756

Cody Beer Mile

Requests from the City Of Cody

- Malt Beverage Permit for Mentock Park for 7/21/23
- Open Container Permit for 7/21/23 for Mentock Park
- Park Permit for Mentock Park at 1901 Blackburn Ave

Location Map

Mentock Park - 1901 Blackburn - Beer Mile course will be in the grass around the soccer fields shown in green. Beer Garden & Food Truck locations are TBD and open for discussion.



Event Details

Schedule

- 12pm - Set-Up
- 4:30pm - Check-In/Registration Starts
- 6pm - Solo Races Start
- 6:45pm - Philly Cheese Steak Eating Contest
- 7pm - Relay Races Start
- 9pm - Event Ends

Schedule of Events:

- 12 pm – Set up
- 4:30pm – Check-In/ Registration Starts
- 6pm – Solo Races Start
- 6:45pm – Philly Cheese Steak Eating Contest
- 7pm – Relay Races Start
- 9pm – Event Ends

FISCAL IMPACT

Cost for Parks Department Staff to clean the park and remove excessive trash from the area.

COMMUNITY IMPACT

Adjoining Streets and other public parking in the area of the event will experience an increased impact.

Noise levels will be increased in that area during the event.

ALTERNATIVES

1. Approve the request
2. Deny the request.
3. Approve with modification or conditions to the request

ATTACHMENTS

Beer Mile Proposal

AGENDA & SUMMARY REPORT TO:

Rick Manchester, Parks, Recreation & Public Facilities Director
Mike Fink, Recreation and Public Facilities Superintendent
Janie Curtis, Race Director (307) 213-0756

MEETING DATE: 5/16/2023

DEPARTMENT: PUBLIC WORKS - WASTEWATER

PREPARED BY: ROB KRAMER

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

AGENDA ITEM SUMMARY REPORT

Bid 2023-01 for (1) New 2023 or Newer Transit Cargo Van

ACTION TO BE TAKEN

Consider rejecting all bids for Bid 2023-01 and allow staff to procure a used unit.

SUMMARY OF INFORMATION

The approved FY 2023 Budget includes funding for a new cargo van to be upfitted with a CCTV pipe inspection system for use within the Wastewater Division. Bid 2022-01 was awarded to Normont Equipment on April 19, 2022 for the CCTV equipment and upfitting package in the amount of \$186,096. Following that bid, Bid 2022-05 was awarded to Fremont Motor Cody on July 19, 2022 for the purchase of a new Ford Cargo van, in the amount of \$52,800. On April 4, 2023 Council approved rescinding the award of Bid 2022-05 due to the lack of availability.

Staff rebid the unit on April 20, 2023 with a requested delivery date of June 15, 2023. It was hoped that a vendor with an in-stock unit would come forward.

Bid packets were sent to Denny Menholt, Fremont Motor Companies, Greiner Ford of Casper, and Ken Garff Automotive.

One bidder submitted one bid. This bid was opened at City Hall on May 4, 2023.

KGA-Cheyenne (Ken Garff Automotive), submitted one bid for a 2024 Ford W3X 350 Cargo Van in the amount of \$59,130.00. This bid does not meet the requested specifications, indicating a 550-day ARO subject to production availability.

Fremont Motors – Sheridan, Fremont Motors – Casper and Fremont Motors – Cody submitted letters of no bid.

Staff recommends rejecting all bids for Bid 2023-01. Following this action, staff will begin the process of procuring a used unit to be delivered to the necessary build site for the installation of the inspection equipment and upfitting outlined in Bid 2022-01.

FISCAL IMPACT

The purchase of this vehicle was funded in the approved the FY 2023 budget, in the amount of \$52,800.

ALTERNATIVES

1. Reject all bids for Bid 2023-01 and allow staff to procure a used unit.
2. Approve the award of the bid to the sole bidder, KGA-Cheyenne, in the amount of \$59,130.00 with an approximate 550-day ARO subject to production availability.

ATTACHMENTS

1. Bid Packet 2023-01 completed by Ken Garff Cheyenne

AGENDA ITEM NO. _____

AGENDA & SUMMARY REPORT TO:

1. Ron Downey, KGA-Chey LLC, rdowney@kengarff.com



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BID NO. 2023-01 (1) New 2023 Transit Cargo Van

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2023-01

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓	1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL	3
4. SPECIFICATIONS	4-5

For more information: City of Cody

307-587-2958

Bid No. 2023-01

(1) New 2023 Transit Cargo Van

The City of Cody will receive sealed bids until 9:00 a.m., 5/4/2023 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2023 Transit Cargo Van**. 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 over \$100,000.00 may be considered unless accompanied by the required bid guarantee of 5% of the total bid amount.

Dated this 14th Day of April, 2023.

Cynthia Baker
Administrative Services Officer

PUBLISH: April 20th, 2023
April 27th, 2023

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001



**INSTRUCTIONS: (1) New 2023 Transit Cargo Van
BID REQUEST NUMBER 2023-01**

The Bidder agrees to provide **(1) New 2023 Transit Cargo Van** 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 2023-01 City of Cody Specifications Form on page 4-5 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 specifications.

The bidder warrants that he/she has read and understands the requirements of the City of Cody, and that if the bid is over \$100,000.00, he/she has enclosed 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 over \$100,000.00 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 W.S. 16-6-101, 16-6-102 and 16-6-106, 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. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2023-01, (1) New 2023 Transit Cargo Van**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 9:00 a.m. 5/4/2023. 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.

**KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001**

Bid Proposal Form
Bid No. 2023-01 (1) New 2023 Transit Cargo Van

City of Cody, Wyoming

Governing Body
City of Cody
PO Box 2200
1338 Rumsey Avenue
Cody, WY 82414



The undersigned Bidder agrees to provide **(1) New 2023 Transit Cargo Van**, 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. Envirosight Vehicle Build Center; 104A Center Street, Callery, PA 16024, by June 15, 2023 for upfitting, and following upfitting to 2101 9th Avenue NW, Great Falls, MT 59404.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ <u>59,130.00</u>
Less trade if any:			\$ (<u>N/A</u>)
Net Total Bid			\$ <u>59,130.00</u>

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, and that if the bid is over \$100,000.00, he/she has enclosed 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 over \$100,000.00 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.

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

Date 5/2/2023

Signature

Ronald C. Downey

Typed or Printed Name

KGA-Cheyenne

Company

2200 Westland Rd

Mailing Address

Cheyenne WY 82001

City, State and Zip

rdowney@kengarff.com

E-mail Address

550+days ARO.

Subject to production availability

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001

City of Cody

Specifications for (1) New 2023 Transit Cargo Van

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. New ²⁰²⁴ 2023 Transit Cargo Van, Long Extended Length with High Roof, RWD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Wheel base: Minimum 147" | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Overall height: Minimum 110" | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Exterior color: White | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Interior color: Dark Gray | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. GVWR: 9,070lbs | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

B. ENGINE AND POWER TRAIN

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Engine: 3.5L PFDi V6 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Engine block heater. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Transmission: 10 speed automatic w/overdrive | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

C. SUSPENSION & RUNNING GEAR

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Brakes: Four-wheel Anti-Lock Power Disc Brakes | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Wheels & Tires: (5) full size 16" on/off road All-Season wheels & tires. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. 4.10 Limited-slip axle ratio. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

D. ELECTRICAL SYSTEM

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Battery: Dual AGM | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Alternator: 250 amp | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Auxiliary fuse panel. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Modified vehicle wiring system for body builder. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E. BODY & CAB

- | | | |
|--|-------------------------------------|--------------------------|
| 1. Gauges/ Lights: Factory installed voltmeter, oil pressure and engine temp.
(light) (light) ✓ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|-------------------------------------|--------------------------|

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001

BODY & CAB continued

	YES	NO
2. Dual outside rear view mirrors, power adjust.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Windows: Power windows w/light tinted glass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Heater and air conditioner: Factory installed, high output.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Rear heat and A/C. - <i>Not available from manufacturer with heavy duty cargo flooring. (can be provided by upfit)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Windshield wipers: Multi-speed w/intermittent system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Radio: AM/FM stereo with dual USB ports and 4" multi-function display.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Door locks: Power door locks, w/(4) sets of keys, and remote keyless entry.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. D pillar assist handles.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Cloth bucket seats.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Large center console.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. High capacity upfitter switches.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Front vinyl flooring.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Heavy-duty cargo flooring.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Heavy-duty scuff plate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Cargo Access: Split Swing-Out	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Sliding rear passenger side door.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Front and rear split view camera.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Reverse and side sensing system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Back-up alarm.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Front fog lamps.	<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. Operator's manual.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Vehicle to be delivered to Envirosight Vehicle Build Center by June 15, 2023.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Wyoming Residency Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001



Preview Order U999 - W3X 350 Hi Roof ELWB Cargo RWD: Order Summary Time of Preview: 05/02/2023 15:59:14 Receipt: NA

Dealership Name: Ken Garff Ford Cheyenne

Sales Code : F56422

Dealer Rep.	RONALD DOWNEY	Type	Retail	Vehicle Line	Transit	Order Code	U999
Customer Name	X XXXXX	Priority Code	19	Model Year	2023 <i>2024</i>	Price Level	360

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W3X0 T350 HR CARGO RWD	\$51625	REVERSE SENSING SYSTEM	\$0
148" WHEELBASE	\$0	FRONT FOG LAMPS	\$0
OXFORD WHITE	\$0	ELEC AIR TEMP CONTROL	\$0
CLOTH	\$0	SYNC 4 AM/FM BLUETOOTH	\$930
DARK PALAZZO GRAY	\$0	HD CARGO FLOOR COVERING	\$995
PREFERRED EQUIPMENT PKG.101A	\$0	360-DEGREE CAMERA	\$1000
.XL TRIM	\$0	BLIND SPOT ASSIST 1.0	\$595
3.5L PFDI V6 (GAS)	\$0	D-PILLAR ASSIST HANDLES	\$60
10-SPEED TRANSMISSION	\$0	UPFITTER PACKAGE	\$610
.235/65R16C BSW ALL-SEASON	\$0	.MODIFIED VEHICLE WIRING SYS	\$0
4.10 LIMITED SLIP AXLE	\$0	.DUAL BATTERIES (70 AMP-HR)	\$0
JOB #1 ORDER	\$0	.LARGE CENTER CONSOLE	\$0
CV LOT MANAGEMENT	\$0	.AUXILIARY FUSE PANEL	\$0
FRONT LICENSE PLATE BRACKET	\$0	HEAVY-DUTY SCUFF PLATE KIT	\$0
253 DEGREE OPENING	\$75	2 ADDITIONAL KEYS	\$75
AUTO START STOP REMOVAL	\$-50	SIDE SENSING SYSTEM	\$480
9500# GVWR PACKAGE	\$0	E-85 FLEX FUEL CAPABLE	\$0
2WAY DRV/PASS PALAZZO CLOTH	\$115	FUEL CHARGE	\$0
ENGINE BLOCK HEATER (400W)	\$75	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	DESTINATION & DELIVERY	\$1895
BACK UP ALARM	\$150		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

MSRP
\$58630
NA
\$58630

\$59130

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.