

City of Cody City Council

Tuesday, August 1, 2023 – 7:00 p.m.

(Pre-Meeting to begin at 6:53 p.m. to discuss agenda)

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes: Minutes from July 18, 2023 and July 25, 2023
- b. Approve Vouchers and Payroll in the amount of \$1,383,339.90.
- c. Award Bid 2023-03 to Fremont Chevy GMC for one 2024 GMC 2500HD 4X4 in the amount of \$45,307.00.
- d. Award Bid 2023-04 to Fremont Chevy GMC for one 2024 GMC 2500HD 4X4 in the amount of \$45,065.00.
- e. Award Bid 2023-05 to Denny Menholt Chevrolet GMC for one 2024 Chevrolet 2500HD 4X4 crew cab in the amount of \$48,703.00.
- f. Award Bid 2023-06 to Honnen Equipment Company in the amount of \$287,625.43, less a trade in amount of \$57,000.00, leaving a net of \$230,625.43 for a new Front End Wheeled Loader
- g. Authorize a request from Cody Craft Brewing to conduct beer sales during Concerts in the Park on the Thursday, August 24, 2023, authorize a malt beverage and open container permits.
- h. Authorize the Wild West Paddle Club an open container and malt beverage permits to be held in conjunction with a free concert at City Park on August 12, 2023. Also authorize Mobile Vendors to participate in this event and reserve parking spaces accordingly. Organizers will reserve the Park and pay fees associated with this through the Rec Center and will be required to provide liability insurance.
- i. Approve the street closure of Sheridan Avenue from 11th to 14th Streets from 3:30 pm to 6:00 pm, actual event running 4:00 pm – 6:00 pm, on Tuesday, October 31, 2023 for the Annual Downtown Trick or Treat Event, contingent upon WYDOT approval and proof of liability insurance.
- j. Approve the street closure of Sheridan Avenue between 9th and 14th Streets, 9th Street from Sheridan Ave to Beck Ave and Beck Ave from 8th to 10th Street from 4:00 pm to 8:00 pm, actual event running 5:00 pm – 8:00 pm, on Saturday, November 25th, 2023 during the Christmas Stroll & Holiday Parade, contingent upon WYDOT approval and proof of liability insurance.

- k. Approve a contract and authorize the Mayor to sign between the City of Cody and Casper Tin Shop for HVAC work at City Hall, contingent upon final review and approval by City Attorney.
 - l. Approve the sale of football equipment to Cody Broncs Youth Football Inc for the amount of \$100.00.
 - 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 Hearings
 - a. A Public Hearing to consider if it is in the public's interest to consider a new application for a Bar & Grill Liquor License to WITHAWD LLC located at 1302 Sheridan Ave for the license period ending 7/31/2024.
- 4. Conduct of Business
 - a. Consider issuing Bar & Grill Liquor License to WITHAWD LLC located at 1302 Sheridan Ave for the license period ending 7/31/2024.

Staff Reference: Cindy Baker, Administrative Services Officer
 - b. Consider a request from Karen Richard for a street closure around Coe Circle on September 11, 2023 from 9am to 11am in conjunction with a Cody 9-11 Stair Climb, contingent upon Buffalo Bill Center of the West and Cody Regional Health's approval of use of the green space and parking area (respectively) and proof of liability insurance.

Staff Reference: Cindy Baker, Administrative Services Officer

Spokesperson: Karen Richard
 - c. Ordinance 2023-08 Second Reading
An Ordinance Amending Title 4, Chapter 4, Article 1 and Article III of the City of Cody Municipal Code.

Staff Reference: Phillip Bowman, Public Works Director
 - d. Ordinance 2023-09 Second Reading as Amended
An Ordinance Amending Title 8, Chapter 3, Article 1, of the City of Cody Municipal Code.

Staff Reference: Phillip Bowman, Public Works Director
 - e. Ordinance 2023-10 First Reading
An Ordinance Amending Title 1, Chapter 6, Section 1-6-2 of the City of Cody Code – Wards.

Staff Reference: Cindy Baker, Administrative Services Officer

5. Tabled Items

- a. Consider issuing Bar & Grill Liquor License to Local Hospitality LLC located at 1124 13th Street for the license period ending 7/31/2024 contingent upon receipt of valid food service permit from the Department of Ag.

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

August 8, 2023 – Work Session 5:30 p.m.

August 15, 2023 – Council Meeting 7:00 p.m.

August 22, 2023 – Work Session 5:30 p.m.

**City of Cody
Council Proceedings
Tuesday, July 18, 2023**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 18, 2023 at 7:00 p.m.

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

Absent: Council Member Jerry Fritz and Don F. Shreve Jr.

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

Council Member Reiter made a motion seconded by Council Member Swett to approve the Consent Calendar and which included Minutes from July 5, 2023 and July 11, 202 approve Vouchers and Payroll in the amount of \$952,488.77; approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 18, 2023 for the Homecoming Bon Fire, to close Sheridan Avenue from 9th to 14th Street, Rumsey Ave 13th to 15th Street and 14th Street from Sheridan to Salsbury Ave. for the Homecoming Parade on Friday, September 22, 2023 at 2:15p.m., parade at 2:30 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT, and authorize the Mayor to enter into and sign an agreement between the City of Cody and Park County School District #6 in reference to the School Resource Officer. Vote was unanimous.

At 7:10 p.m. the Mayor entered into A Public Hearing to consider if it is in the public's interest to consider a new application for a Retail Liquor License to Yellowstone Regional Airport, pursuant to WY State Statute 12-4-201 enacted July 1, 2021 located at 2101 Roger Sedam Drive for the license period ending 7/31/2024. Cindy Baker, Administrative Services Officer, provide information relating to this application. Aaron Buck, YRA Director provided information to the Governing Body. After calling for comments three times and there being none, the Mayor closed the Public Hearing at 7:12 p.m.

At 7:12 p.m. the Mayor entered into a second Public Hearing to consider if it is in the public's interest to consider a new application for a Bar & Grill Liquor License to Local Hospitality LLC located at 1124 13th Street for the license period ending 7/31/2024. Cindy Baker, Administrative Services Officer, provided information relating to this application. Rob Min, Local Hospitality LLC provided information to the Governing Body. After calling for comments three times and there being none, the Mayor closed the Public Hearing at 7:16 p.m.

Council Member Tamblyn made a motion seconded by Council Member Reiter to approve issuing a Retail Liquor License to Yellowstone Regional Airport, pursuant to WY State Statute 12-4-201 enacted July 1, 2021 located at 2101 Roger Sedam Drive for the license period ending 7/31/2024. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Swett to Table issuing Bar & Grill Liquor License to Local Hospitality LLC located at 1124 13th Street for the license period ending 7/31/2024 contingent upon receipt of valid food service permit from the Department of Ag. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Tamblyn to approve a preliminary Plat for the Khan Unit Development Subdivision – a 3-lot commercial subdivision at 209 Yellowstone Ave with associated variances and conditions of approval. Vote was unanimous.

Council Member Reiter made a motion seconded by Council Member Quick to approve a Final Plat for the Case a Minor Subdivision, a 3-lot subdivision at 1420 Meadow Lane Ave. subject to conditions of approval. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Tamblyn to approve the ARPA Grant Agreement for Grant ARPA-WS-114 with the State Loan and Investment Board for the Tree Streets Waterline Replacement Project and authorize the Mayor and/or Public Works Director to sign all associated documents. Vote was unanimous.

Ordinance 2023-08 First Reading
An Ordinance Amending Title 4, Chapter 4, Article 1 and Article III of the City of Cody Municipal Code. Council Member Swett made a motion seconded by Council Member Reiter to approve Ordinance 2023-08 First Reading. Vote was unanimous.

Ordinance 2023-09 First Reading
An Ordinance Amending Title 8, Chapter 3, Article 1, of the City of Cody Municipal Code. Council Member Quick made a motion seconded by Council Member Tamblyn to approve Ordinance 2023-09 First Reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 8:20 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, July 25, 2023

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 25, 2023 at 5:30 p.m.

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

Absent: Council Member Quick, City Administrator, Barry Cook, and City Attorney, Scott Kolpitcke

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

The Governing Body discussed the Rec Center Football Equipment Staff was provided direction. Staff was directed on how to proceed.

Phillip Bowman, Public Works Director, provided the Governing Body with an update on Big Horn Ave Corridor Study – Urban System Recommendations. Staff was provided direction to present a Resolution for Council consideration.

Phillip Bowman, Public Works Director, provided the Governing Body with information relating to the Cougar Ave Project.

The following Committee/Board provided updates:

Cody Public Arts Committee (CPAC), Shoshone Recreation District (SRD) and Park County Travel Council (PCTC) - Council Member Swett

Park County Supervised Treatment Program (PCSTP) – Council Members Shreve
Forward Cody – Mayor Hall

Mayor Hall adjourned the Work Session at 6:11 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice Detail.Input date = 07/25/2023

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
2023 EASTSIDE PTK (133278)				
	57063784	REC CENTER REFUND	07/10/2023	1,400.00
Total :				1,400.00
Total 2023 EASTSIDE PTK (133278):				1,400.00
ABEE, ALBERT (133286)				
	57056652	REC CENTER REFUND	07/10/2023	21.00
Total :				21.00
Total ABEE, ALBERT (133286):				21.00
ALL COUNTY PLUMBING LLC (131485)				
	22860	GAS VALVE REPAIR IN WASH BAY	07/06/2023	76.33
	22860	GAS VALVE REPAIR IN WASH BAY	07/06/2023	76.33
	22860	GAS VALVE REPAIR IN WASH BAY	07/06/2023	76.34
Total :				229.00
Total ALL COUNTY PLUMBING LLC (131485):				229.00
ATLAS STRATEGIC COMMUNICATIONS LLC (133180)				
	5080	CONSULTING - STRATEGIC COMMUNICATIONS	07/12/2023	7,012.50
	5085	CONSULTING - STRATEGIC COMMUNICATIONS	07/12/2023	18,112.22
Total :				25,124.72
Total ATLAS STRATEGIC COMMUNICATIONS LLC (133180):				25,124.72
BEASLEY, KALYN JACOB (131252)				
	8032023	CONCERTS IN THE PARK	07/12/2023	2,000.00
Total :				2,000.00
Total BEASLEY, KALYN JACOB (131252):				2,000.00
BENNETT, CHRISTY (133283)				
	57049475	REC CENTER REFUND	07/10/2023	75.00
	57049488	REC CENTER REFUND	07/10/2023	75.00
	57049498	REC CENTER REFUND	07/10/2023	50.00
Total :				200.00
Total BENNETT, CHRISTY (133283):				200.00
BLUE 360 MEDIA LLC (131514)				
	IN2307199628	2023 WY CRIMINAL & TRAFFIC LAW MANUALS	07/14/2023	2,429.25
Total :				2,429.25
Total BLUE 360 MEDIA LLC (131514):				2,429.25

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BORDER STATES INDUSTRIES, INC (1420)				
	926637411	FUSES	07/15/2023	384.00
	926637425	WEDGE CLAMPS	07/15/2023	349.00
Total :				733.00
Total BORDER STATES INDUSTRIES, INC (1420):				733.00
CARNAHAN, STACY (133274)				
	17.0964.29	UTILITY DEPOSIT REFUND	07/11/2023	94.47
Total :				94.47
Total CARNAHAN, STACY (133274):				94.47
CASELLE, INC (1930)				
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	1,517.16
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	5,562.92
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	1,011.44
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	505.72
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	505.72
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	4,551.48
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	1,517.16
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	1,011.44
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	505.72
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	3,540.04
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	8,091.52
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	6,068.64
	126256	SOFTWARE SUPPORT AND MAINTENANCE	07/21/2023	16,183.04
Total :				50,572.00
Total CASELLE, INC (1930):				50,572.00
CDW LLC (133208)				
CDW GOVERNMENT LLC	CM JW99970	MDT GRANT - DESKTOP DOCK RETURN	05/31/2023	897.84-
CDW GOVERNMENT LLC	KS34678	MDT GRANT - SERVER	07/15/2023	4,602.77
Total :				3,704.93
Total CDW LLC (133208):				3,704.93
CENTURY LINK (10091)				
	7192023	PHONE CHARGES - SCHOOL RESOURCE OFFICER	07/19/2023	49.60
Total :				49.60
Total CENTURY LINK (10091):				49.60
CIVICPLUS LLC (133221)				
	262203	CIVICREC SOFTWARE SUBSCRIPTION FY24	07/01/2023	190.80
	262203	CIVICREC SOFTWARE SUBSCRIPTION FY24	07/01/2023	367.99
	262203	CIVICREC SOFTWARE SUBSCRIPTION FY24	07/01/2023	12,864.45
	262203	CIVICREC SOFTWARE SUBSCRIPTION FY24	07/01/2023	9,592.55
	262203	CIVICREC SOFTWARE SUBSCRIPTION FY24	07/01/2023	3,105.92
Total :				26,121.71

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CIVICPLUS LLC (133221):				26,121.71
COMPETITIVE TIMING LLC (133292)				
	3598	RUNNER'S STAMPEDE CHIP TIMING	07/04/2023	380.85
	3598	RUNNER'S STAMPEDE CHIP TIMING	07/04/2023	380.86
Total :				761.71
Total COMPETITIVE TIMING LLC (133292):				761.71
CROELL INC (133102)				
	3823	PATCHING CHIP SEAL AREA	07/21/2023	3,863.25
	739367	WILLOW AND CEDAR HYDRANT	06/14/2023	1,300.00
	748943	54 TONS OF WASHED SAND	06/30/2023	811.80
	750208	31 TONS OF WASHED SAND	06/30/2023	479.40
Total :				6,454.45
Total CROELL INC (133102):				6,454.45
CUSTOM GARAGE DOOR LLC (127015)				
	5826	GARAGE DOORS	07/13/2023	195.00
Total :				195.00
Total CUSTOM GARAGE DOOR LLC (127015):				195.00
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	560297	COLIFORM TESTING	06/23/2023	165.00
DEPARTMENT 6250	566164	COLIFORM TESTING	07/19/2023	165.00
Total :				330.00
Total ENERGY LABORATORIES, INC (4120):				330.00
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	1680	CLEANING SUPPLIES	06/02/2023	274.75
BIG HORN FOOD SERVICES	1993	RETIREMENT BBQ FOR CHIEF BAKER	06/22/2023	352.29
BIG HORN FOOD SERVICES	2271	JANITORIAL SUPPLIES	07/11/2023	32.77
Total :				659.81
Total ENNIST III, ROBERT F (131798):				659.81
EXPRESS SERVICES INC (132433)				
	29307142	CONTRACT EMPLOYMENT SERVICES - PARK ATTENDANT	07/11/2023	3,086.72
	29346109	CONTRACT EMPLOYMENT SERVICES - PARK ATTENDANT	07/19/2023	2,628.08
	29346110	CONTRACT EMPLOYMENT SERVICES - PARK ATTENDANT - CREDIT ADJUSTMENT FOR HOLIDAY PAY	07/19/2023	349.44-
Total :				5,365.36
Total EXPRESS SERVICES INC (132433):				5,365.36
FIRE PROTECTION SERVICE CORPORATION (133049)				
MOUNTAIN ALARM SECURITY	3720210	CHECK SILENT ALARMS AND DOOR ALARMS	06/27/2023	216.25

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				216.25
Total FIRE PROTECTION SERVICE CORPORATION (133049):				216.25
FORWARD CODY WYOMING, INC (127450)				
	70523	OUTSIDE AGENCY FUNDING FY24	07/05/2023	10,000.00
Total :				10,000.00
Total FORWARD CODY WYOMING, INC (127450):				10,000.00
FRANDSON SAFETY, INC. (130638)				
	98435	CHLORINE CALIBRATION AND REPAIRS	07/11/2023	89.25
Total :				89.25
Total FRANDSON SAFETY, INC. (130638):				89.25
GALLS PARENT HOLDINGS, LLC (132576)				
GALLS, LLC	24858619	DUTY BOOTS	06/21/2023	155.17
Total :				155.17
Total GALLS PARENT HOLDINGS, LLC (132576):				155.17
GARZA, MEGAN (131637)				
	57053587	REC CENTER REFUND	07/10/2023	46.00
Total :				46.00
Total GARZA, MEGAN (131637):				46.00
GEM FITNESS INC (127727)				
BETTER BODY FITNESS	18913	MAINTENANCE ON FITNESS EQUIPMENT	05/31/2023	680.00
Total :				680.00
Total GEM FITNESS INC (127727):				680.00
GRANICUS LLC (128565)				
	168631	LIVE BROADCAST CAPTIONING SERVICE	07/13/2023	5,170.50
Total :				5,170.50
Total GRANICUS LLC (128565):				5,170.50
HASKELL'S INC (133161)				
HASKELL FURNITURE & FLOORING	235366	NICHOL MALL CARPET SUITE A	07/14/2023	12,134.35
Total :				12,134.35
Total HASKELL'S INC (133161):				12,134.35
HIGBIE, AUDREY (133281)				
	57050869	REC CENTER REFUND	07/10/2023	125.00
	57050872	REC CENTER REFUND	07/10/2023	25.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				150.00
Total HIGBIE, AUDREY (133281):				150.00
IDEXX DISTRIBUTION INC (132908)				
	3132388716	LAB CHEMICALS AND SUPPLIES	07/06/2023	290.76
Total :				290.76
Total IDEXX DISTRIBUTION INC (132908):				290.76
INDUSTRIAL COMM. & ELECTRONICS (127115)				
	42088	RADIO REPAIRS D16	06/30/2023	98.95
Total :				98.95
Total INDUSTRIAL COMM. & ELECTRONICS (127115):				98.95
JALOUT, AMY (131712)				
	57052385	REC CENTER REFUND	07/10/2023	108.00
Total :				108.00
Total JALOUT, AMY (131712):				108.00
JONES, AMY (129954)				
	07282023	PERSONAL TRAINING SERVICES	07/28/2023	657.13
Total :				657.13
Total JONES, AMY (129954):				657.13
KEGLER, THOMAS (133277)				
	57052386	REC CENTER REFUND	07/10/2023	100.00
Total :				100.00
Total KEGLER, THOMAS (133277):				100.00
KELLY, GENE (132885)				
D&G ELECTRIC LLC	4190	LEGION FIELD ELECTRICAL	07/17/2023	447.40
Total :				447.40
Total KELLY, GENE (132885):				447.40
LEROUX, INC (1400)				
BOONES MACHINE SHOP/YANKEE CA	42735	TRAFFIC CONTROL LIGHTS	07/05/2023	1,254.04
Total :				1,254.04
Total LEROUX, INC (1400):				1,254.04
LOPEZ, WHITNEE (133154)				
	57052389	REC CENTER REFUND	07/10/2023	54.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				54.00
Total LOPEZ, WHITNEE (133154):				54.00
MASLAK, MARYKATE (133290)				
	57334825	REC CENTER REFUND	07/13/2023	50.00
Total :				50.00
Total MASLAK, MARYKATE (133290):				50.00
MCABEE, MEGAN (133284)				
	57057019	REC CENTER REFUND	07/10/2023	15.00
Total :				15.00
Total MCABEE, MEGAN (133284):				15.00
McELROY, MARK (133276)				
	57052381	REC CENTER REFUND	07/10/2023	116.50
Total :				116.50
Total McELROY, MARK (133276):				116.50
MERCO, INC (127277)				
	7012023	INSURANCE COST - BIG HORN AVE DETENTION PONDS	07/01/2023	1,125.00
Total :				1,125.00
Total MERCO, INC (127277):				1,125.00
MOHAWK LIFTS LLC (133136)				
	62101	TIRE MACHINE	07/19/2023	25,270.99
Total :				25,270.99
Total MOHAWK LIFTS LLC (133136):				25,270.99
MONTANA AIR CARTAGE (133275)				
	1000715	TEST KITS FROM ENERGY LABS	07/13/2023	44.73
	1000805	TEST KITS FROM ENERGY LABS	07/13/2023	44.73
Total :				89.46
Total MONTANA AIR CARTAGE (133275):				89.46
MOTION PICTURE LICENSING CORPORATION (133288)				
	504420915	TV AND MOVIE LICENSE	05/16/2023	1,026.82
Total :				1,026.82
Total MOTION PICTURE LICENSING CORPORATION (133288):				1,026.82
MOTOROLA SOLUTIONS, INC. (6840)				
	1187100592	PORTABLE RADIOS, CHARGERS AND WIRELESS MICS	06/09/2023	22,816.65

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				22,816.65
Total MOTOROLA SOLUTIONS, INC. (6840):				22,816.65
NATIONAL MEDICAL SERVICES INC (129797)				
NMS LABS	1213115	EVIDENCE TESTING	06/30/2023	457.00
Total :				457.00
Total NATIONAL MEDICAL SERVICES INC (129797):				457.00
NEWTON, CHRYSTAL (133279)				
	57052720	REC CENTER REFUND	07/10/2023	50.00
Total :				50.00
Total NEWTON, CHRYSTAL (133279):				50.00
NORSTAN COMMUNICATIONS INC (133289)				
BLACK BOX NETWORK SERVICES	9100011812	LANDLINE PHONE FOR LT WEAD	06/28/2023	179.61
Total :				179.61
Total NORSTAN COMMUNICATIONS INC (133289):				179.61
OFFICE SHOP INC (7440)				
	245441	Copier Contract	07/24/2023	131.62
	245441	Copier Contract	07/24/2023	120.65
	245441	Copier Contract	07/24/2023	120.65
	245441	Copier Contract	07/24/2023	120.65
	245441	Copier Contract	07/24/2023	120.65
	245441	Copier Contract	07/24/2023	120.65
	245441	Copier Contract	07/24/2023	120.65
	245441	Copier Contract	07/24/2023	120.65
	245441	Copier Contract	07/24/2023	120.64
	2454411	Copier Contract	07/24/2023	11.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.97
	2454411	Copier Contract	07/24/2023	10.95
	245442	COPIER CONTRACT - CITY SHOP	07/24/2023	8.25
	245442	COPIER CONTRACT - CITY SHOP	07/24/2023	8.24
	245442	COPIER CONTRACT - CITY SHOP	07/24/2023	7.27
	245442	COPIER CONTRACT - CITY SHOP	07/24/2023	8.24
	245442	COPIER CONTRACT - CITY SHOP	07/24/2023	8.24
	245442	COPIER CONTRACT - CITY SHOP	07/24/2023	8.24
	2454421	COPIER CONTRACT - CITY SHOP	07/24/2023	4.13
	2454421	COPIER CONTRACT - CITY SHOP	07/24/2023	4.13
	2454421	COPIER CONTRACT - CITY SHOP	07/24/2023	3.64
	2454421	COPIER CONTRACT - CITY SHOP	07/24/2023	4.13
	2454421	COPIER CONTRACT - CITY SHOP	07/24/2023	4.13
	2454421	COPIER CONTRACT - CITY SHOP	07/24/2023	4.13
	245443	COPIER CONTRACT - AQUATIC/REC CENTER	07/24/2023	735.90

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	245443	COPIER CONTRACT - AQUATIC/REC CENTER	07/24/2023	735.90
	2454431	COPIER CONTRACT - AQUATIC/REC CENTER	07/24/2023	66.86
	2454431	COPIER CONTRACT - AQUATIC/REC CENTER	07/24/2023	66.85
Total :				2,874.80
Total OFFICE SHOP INC (7440):				2,874.80
ONE-CALL OF WYOMING (127665)				
	67674	ONE - CALL FEES	07/07/2023	91.88
	67674	ONE - CALL FEES	07/07/2023	91.88
	67674	ONE - CALL FEES	07/07/2023	91.88
	67674	ONE - CALL FEES	07/07/2023	91.86
Total :				367.50
Total ONE-CALL OF WYOMING (127665):				367.50
PARK COUNTY ANIMAL SHELTER (5120)				
	8012023	ANIMAL SERVICE CONTRACT - AUGUST 2023	08/01/2023	4,166.67
Total :				4,166.67
Total PARK COUNTY ANIMAL SHELTER (5120):				4,166.67
POINT ARCHITECTS LLC (133218)				
	6257	CONSULTING SERVICES - MENTOCK PARK/SPLASH PAD RESTROOM FACILITY	06/30/2023	9,709.00
Total :				9,709.00
Total POINT ARCHITECTS LLC (133218):				9,709.00
POLEY, TIM (123330)				
	57049325	REC CENTER REFUND	07/10/2023	225.00
Total :				225.00
Total POLEY, TIM (123330):				225.00
PURCELL TIRE AND RUBBER COMPANY (132837)				
DBA: PURCELL TIRE AND SERVICE C	31213936	TIRES G06	07/17/2023	2,380.00
Total :				2,380.00
Total PURCELL TIRE AND RUBBER COMPANY (132837):				2,380.00
QUALITY ASPHALT PAVING, INC (125010)				
	2532	PAVING 2AB	07/13/2023	2,200.00
Total :				2,200.00
Total QUALITY ASPHALT PAVING, INC (125010):				2,200.00
RAMEY, AMBER (133055)				
	45078	MILEAGE REIMBURSEMENT - JUNE 2023	07/19/2023	15.27
Total :				15.27

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total RAMEY, AMBER (133055):				15.27
RANDOLPH, PRESTON A (130955)				
CACTUS PRODUCTIONS LLC	1207	VIDEO SERVICE - P & Z MEETING	07/12/2023	500.00
Total :				500.00
Total RANDOLPH, PRESTON A (130955):				500.00
RAPID FIRE PROTECTION, INC (129543)				
	53690	CITY BACKFLOW INSPECTIONS	07/19/2023	1,430.00
Total :				1,430.00
Total RAPID FIRE PROTECTION, INC (129543):				1,430.00
ROBERSON, BENJAMIN G (132687)				
SQUAD ROOM EMBLEMS	0237	NEW LT AND CHAPLAIN BADGES	05/25/2023	415.00
SQUAD ROOM EMBLEMS	0237	NEW SGT AND PATROL INVESTIGATOR BADGES	05/25/2023	830.00
SQUAD ROOM EMBLEMS	0249	NEW LT BADGES	05/25/2023	317.00
SQUAD ROOM EMBLEMS	0249	NEW SGT BADGES	05/25/2023	317.00
Total :				1,879.00
Total ROBERSON, BENJAMIN G (132687):				1,879.00
ROBERSON, ROSIE (133282)				
	57049654	REC CENTER REFUND	07/10/2023	112.50
	57049668	REC CENTER REFUND	07/10/2023	75.00
Total :				187.50
Total ROBERSON, ROSIE (133282):				187.50
ROCKY MOUNTAIN INFORMATION NETWORK INC (133014)				
RMIN INC	24386	ANNUAL MEMBERSHIP	07/12/2023	100.00
Total :				100.00
Total ROCKY MOUNTAIN INFORMATION NETWORK INC (133014):				100.00
ROCKY MOUNTAIN POWER (7570)				
	07192023	UTILITIES	07/19/2023	13.57
	07192023	UTILITIES	07/19/2023	106.36
	07192023 24	UTILITIES	07/19/2023	13.58
	07192023 24	UTILITIES	07/19/2023	106.37
Total :				239.88
Total ROCKY MOUNTAIN POWER (7570):				239.88
RUSSELL, GRETA (133280)				
	57051053	REC CENTER REFUND	07/10/2023	125.00
Total :				125.00
Total RUSSELL, GRETA (133280):				125.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SABER PEST CONTROLL LLC (131183)				
	AUD177	PEST CONTROL - AUDITORIUM	07/12/2023	100.00
	CH177	PEST CONTROL - CITY HALL	07/12/2023	70.00
	PR101	PEST CONTROL - PARKS AND FIELDS	07/13/2023	360.00
	PR101	PEST CONTROL - PARKS SHOP	07/13/2023	80.00
	REC177	PEST CONTROL - REC CENTER	07/12/2023	105.00
	REC177	PEST CONTROL - REC CENTER	07/12/2023	105.00
Total :				820.00
Total SABER PEST CONTROLL LLC (131183):				820.00
SCHLENKER, CHRISTINE (133285)				
	57056459	REC CENTER REFUND	07/10/2023	25.00
Total :				25.00
Total SCHLENKER, CHRISTINE (133285):				25.00
SCHNEIDER, JEFFREY (123948)				
TJ ELECTRIC	2463	PARTS AND LABOR TO REPLACE SWITCH IN BREAKROOM	06/30/2023	34.40
TJ ELECTRIC	2463	REPLACE SWITCH IN BREAKROOM	06/30/2023	451.54
Total :				485.94
Total SCHNEIDER, JEFFREY (123948):				485.94
SHAPPLE, JENNIFER (133205)				
	57055384	REC CENTER REFUND	07/10/2023	26.25
Total :				26.25
Total SHAPPLE, JENNIFER (133205):				26.25
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16188	OUTSOURCE BILLS	07/13/2023	6.37
ADVANCED INFO SYSTEMS	16188	OUTSOURCE BILLS	07/13/2023	40.33
ADVANCED INFO SYSTEMS	16188	OUTSOURCE BILLS	07/13/2023	36.08
ADVANCED INFO SYSTEMS	16188	OUTSOURCE BILLS	07/13/2023	36.08
ADVANCED INFO SYSTEMS	16188	OUTSOURCE BILLS	07/13/2023	46.70
ADVANCED INFO SYSTEMS	16188	OUTSOURCE BILLS	07/13/2023	46.70
ADVANCED INFO SYSTEMS	16202	OUTSOURCE BILLS	07/15/2023	11.47
ADVANCED INFO SYSTEMS	16202	OUTSOURCE BILLS	07/15/2023	72.67
ADVANCED INFO SYSTEMS	16202	OUTSOURCE BILLS	07/15/2023	65.02
ADVANCED INFO SYSTEMS	16202	OUTSOURCE BILLS	07/15/2023	65.02
ADVANCED INFO SYSTEMS	16202	OUTSOURCE BILLS	07/15/2023	84.15
ADVANCED INFO SYSTEMS	16202	OUTSOURCE BILLS	07/15/2023	84.15
Total :				594.74
Total SYSTEMS GRAPHICS INC (129162):				594.74
THOMSON REUTERS - WEST (128108)				
	848574657	CLEAR INVESTIGATIONS MONTHLY PAYMENT	07/01/2023	168.68
Total :				168.68

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total THOMSON REUTERS - WEST (128108):				168.68
TORO, DAN (133198)				
	12	CODY PUBLIC ART MURAL PROJECT	06/28/2023	13,600.00
Total :				13,600.00
Total TORO, DAN (133198):				13,600.00
TURNER, JARROD TUCKER (133184)				
JARROD TURNER MUSIC LLC	8102023	CONCERTS IN THE PARK	07/12/2023	2,000.00
Total :				2,000.00
Total TURNER, JARROD TUCKER (133184):				2,000.00
TWO SISTERS CONTRACTING LLC (132780)				
	1129	CURB AND GUTTER FOR WILLOW HYDRANT	07/10/2023	1,880.00
Total :				1,880.00
Total TWO SISTERS CONTRACTING LLC (132780):				1,880.00
TWO TOUGH GUYS SERVICES, LLC (126515)				
	1807	ROLLOFF CONTAINER	06/27/2023	153.64
Total :				153.64
Total TWO TOUGH GUYS SERVICES, LLC (126515):				153.64
WELLS FARGO COMMERICAL CARD (132565)				
	7242023	lifeguard certifications	07/24/2023	1,150.00
	7242023	filter SC009	07/24/2023	1.96
	7242023	filters A03 A19 A06 A14 A17 A04, brakes and rotors A19 A14	07/24/2023	659.32
	7242023	filter B23 B26 B5 switch I06	07/24/2023	23.84
	7242023	battery B04	07/24/2023	118.14
	7242023	filters H03	07/24/2023	58.30
	7242023	wheel weights, solvents, lamps	07/24/2023	100.64
	7242023	jump start box, patch tool	07/24/2023	441.29
	7242023	filters C08 G11, PTFE C05, brake cleaner C01	07/24/2023	269.45
	7242023	filters G08 battery D08	07/24/2023	306.82
	7242023	Utilities	07/24/2023	1,021.55
	7242023	Utilities	07/24/2023	28.11
	7242023	Utilities	07/24/2023	406.72
	7242023	Utilities	07/24/2023	15,316.41
	7242023	Utilities	07/24/2023	68.82
	7242023	Utilities	07/24/2023	6.70
	7242023	Utilities	07/24/2023	1,833.56
	7242023	Utilities	07/24/2023	.09
	7242023	Utilities	07/24/2023	5,280.80
	7242023	Utilities	07/24/2023	252.75
	7242023	Utilities	07/24/2023	907.48
	7242023	Utilities	07/24/2023	730.35
	7242023	Utilities	07/24/2023	387.19
	7242023	Utilities	07/24/2023	652.84
	7242023	Utilities	07/24/2023	11.10
	7242023	Utilities	07/24/2023	16.41
	7242023	Utilities	07/24/2023	7,204.03

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	Utilities	07/24/2023	7,200.82
	7242023	Utilities	07/24/2023	16.00
	7242023	Utilities	07/24/2023	394.90
	7242023	Utilities	07/24/2023	11.10
	7242023	Utilities	07/24/2023	9,382.82
	7242023	Utilities	07/24/2023	11.10
	7242023	Utilities	07/24/2023	1,115.65
	7242023	Utilities	07/24/2023	11.10
	7242023	Utilities	07/24/2023	45.45
	7242023	Utilities	07/24/2023	346.64
	7242023	Utilities	07/24/2023	11.10
	7242023	Utilities	07/24/2023	1,260.61
	7242023	Utilities	07/24/2023	1,260.60
	7242023	employment evaluation -C28	07/24/2023	400.00
	7242023	Postage Machine Lease 5/10/23-7/01/23	07/24/2023	486.28
	7242023	Telephone Service	07/24/2023	24.09
	7242023	Telephone Service	07/24/2023	41.23
	7242023	Telephone Service	07/24/2023	41.23
	7242023	Telephone Service	07/24/2023	41.23
	7242023	Telephone Service	07/24/2023	122.47
	7242023	Telephone Service	07/24/2023	45.60
	7242023	Telephone Service	07/24/2023	45.60
	7242023	Telephone Service	07/24/2023	627.52
	7242023	Telephone Service	07/24/2023	164.92
	7242023	Telephone Service	07/24/2023	32.16
	7242023	Telephone Service	07/24/2023	151.21
	7242023	Telephone Service	07/24/2023	40.01
	7242023	Telephone Service	07/24/2023	48.18
	7242023	Telephone Service	07/24/2023	242.50
	7242023	Telephone Service	07/24/2023	40.01
	7242023	Telephone Service	07/24/2023	70.07
	7242023	Telephone Service	07/24/2023	122.47
	7242023	Telephone Service	07/24/2023	233.53
	7242023	Telephone Service	07/24/2023	40.01
	7242023	Telephone Service	07/24/2023	41.23
	7242023	Telephone Service	07/24/2023	41.23
	7242023	Telephone Service	07/24/2023	13.61
	7242023	Telephone Service	07/24/2023	132.28
	7242023	Telephone Service	07/24/2023	13.06
	7242023	Telephone Service	07/24/2023	13.61
	7242023	Telephone Service	07/24/2023	96.15
	7242023	Telephone Service	07/24/2023	52.06
	7242023	Telephone Service	07/24/2023	14.02
	7242023	Telephone Service	07/24/2023	104.72
	7242023	Telephone Service	07/24/2023	44.71
	7242023	Telephone Service	07/24/2023	305.59
	7242023	Telephone Service	07/24/2023	145.52
	7242023	vacancy ads	07/24/2023	508.13
	7242023	vacancy ads	07/24/2023	91.50
	7242023	concerts in park ad	07/24/2023	453.60
	7242023	marketing ad rustler	07/24/2023	250.00
	7242023	budget legal ad	07/24/2023	352.80
	7242023	on line auction ad	07/24/2023	698.88
	7242023	minutes and other legal publications	07/24/2023	1,848.00
	7242023	liquor license renewal and or new ads	07/24/2023	1,190.88
	7242023	vacancy ads	07/24/2023	471.75
	7242023	vacancy ads	07/24/2023	78.00
	7242023	concerts in the park ad	07/24/2023	1,018.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	marketing ads	07/24/2023	289.00
	7242023	community 1st aid CPR	07/24/2023	256.00
	7242023	propane	07/24/2023	57.20
	7242023	1st aid CPR	07/24/2023	144.00
	7242023	Dam material Cougar ave	07/24/2023	9.45
	7242023	Car Wash C03	07/24/2023	9.00
	7242023	gatorade	07/24/2023	89.72
	7242023	Meeting refreshments	07/24/2023	31.97
	7242023	Car Wash - Baker	07/24/2023	11.00
	7242023	Laptop battery C03	07/24/2023	99.83
	7242023	Irrigation	07/24/2023	53.75
	7242023	Office Chair for Admin Coordinator	07/24/2023	284.99
	7242023	patch and brush	07/24/2023	25.38
	7242023	safety vests	07/24/2023	31.98
	7242023	Laminator	07/24/2023	46.73
	7242023	Car Wash C06	07/24/2023	9.00
	7242023	pails and balls for kidz programs	07/24/2023	8.75
	7242023	spray cleaner	07/24/2023	13.38
	7242023	pool chemicals	07/24/2023	245.27
	7242023	pool chemicals	07/24/2023	245.26
	7242023	Handcuff case C20	07/24/2023	60.00
	7242023	random drug testing	07/24/2023	125.00
	7242023	Trimmer	07/24/2023	572.66
	7242023	curb plugs	07/24/2023	37.28
	7242023	KOM food purchase	07/24/2023	20.00
	7242023	grease	07/24/2023	186.90
	7242023	cleaning supplies	07/24/2023	93.56
	7242023	check valves	07/24/2023	185.80
	7242023	nitrile gloves	07/24/2023	117.00
	7242023	Car Wash C10	07/24/2023	9.00
	7242023	Notary stamp C06	07/24/2023	27.60
	7242023	starter D12	07/24/2023	401.43
	7242023	brass fittings	07/24/2023	102.48
	7242023	quick crete for thrust block west ave	07/24/2023	19.16
	7242023	employee recognition	07/24/2023	205.95
	7242023	Duty boots C26	07/24/2023	111.20
	7242023	Copy paper	07/24/2023	648.00
	7242023	Packing tape	07/24/2023	51.96
	7242023	splash pad duct tape	07/24/2023	6.99
	7242023	duct tape, washers, tape, adapters	07/24/2023	74.83
	7242023	Duty gloves C20	07/24/2023	48.85
	7242023	Trimmer head	07/24/2023	36.99
	7242023	embroider jackets hats	07/24/2023	200.00
	7242023	Car Wash C07	07/24/2023	9.54
	7242023	KOM food	07/24/2023	8.48
	7242023	AED PADS	07/24/2023	211.20
	7242023	employee recognition	07/24/2023	205.95
	7242023	employee recognition	07/24/2023	250.00
	7242023	KOM Food	07/24/2023	26.92
	7242023	Coffee	07/24/2023	26.72
	7242023	Mini Golf inventory	07/24/2023	80.74
	7242023	Oil for Mini Golf leaf blower	07/24/2023	27.54
	7242023	boiler repairs	07/24/2023	1,145.00
	7242023	boiler repairs	07/24/2023	1,145.00
	7242023	chip timing	07/24/2023	284.63
	7242023	chip timing	07/24/2023	284.62
	7242023	Disney plus for kids programs	07/24/2023	10.99
	7242023	painting of Nichol Mall Suite A	07/24/2023	19.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	ICE CLEATS	07/24/2023	45.98
	7242023	uniform shirts	07/24/2023	26.00
	7242023	uniform shirts	07/24/2023	26.00
	7242023	uniform shirts	07/24/2023	26.00
	7242023	Work Coats	07/24/2023	259.98
	7242023	DEF fluid	07/24/2023	232.31
	7242023	batteries for Auditorium	07/24/2023	15.99
	7242023	batteries for weight room and front desk	07/24/2023	31.98
	7242023	bulb for Auditorium fridge	07/24/2023	3.59
	7242023	Repair of speedbag	07/24/2023	8.00
	7242023	employee recognition	07/24/2023	105.95
	7242023	impact wrench	07/24/2023	499.99
	7242023	Supplies	07/24/2023	16.17
	7242023	employee recognition	07/24/2023	347.40
	7242023	fitting and line D13	07/24/2023	76.31
	7242023	vacuum	07/24/2023	827.75
	7242023	Anniversary Prizes	07/24/2023	125.00
	7242023	pins	07/24/2023	6.58
	7242023	Anniversary Prizes	07/24/2023	208.00
	7242023	Lapel mic C06	07/24/2023	120.45
	7242023	postage stamps, shut off notices	07/24/2023	126.00
	7242023	Baker retirement photos	07/24/2023	5.88
	7242023	Refreshments for parades	07/24/2023	394.44
	7242023	Packing tape	07/24/2023	14.32
	7242023	Uniform embroidery	07/24/2023	116.00
	7242023	SAFETY GLASSES	07/24/2023	95.98
	7242023	strut G04	07/24/2023	65.04
	7242023	Cell phone case C07	07/24/2023	54.00
	7242023	Anniversary Prizes	07/24/2023	85.00
	7242023	Plates, utensils, napkins	07/24/2023	104.79
	7242023	Pencils for mini golf	07/24/2023	56.88
	7242023	BATTERY	07/24/2023	11.98
	7242023	DRILL BIT,RAGS	07/24/2023	49.97
	7242023	Mini Year Stickers	07/24/2023	12.69
	7242023	KOM movies	07/24/2023	322.00
	7242023	Budget book binding	07/24/2023	24.00
	7242023	Accidental purchase	07/24/2023	6.59
	7242023	Accidental purchase	07/24/2023	6.59-
	7242023	Uniform embroidery	07/24/2023	144.00
	7242023	screen protector for tablet	07/24/2023	26.00
	7242023	Expanding File Folders	07/24/2023	59.99
	7242023	Safety Vest	07/24/2023	16.78
	7242023	Expanding File Folders	07/24/2023	61.39
	7242023	Cleaning	07/24/2023	34.70
	7242023	snow cones for aquatics kids programs	07/24/2023	17.92
	7242023	pickleballs	07/24/2023	147.58
	7242023	rotary dues	07/24/2023	346.17
	7242023	Car Wash C27	07/24/2023	15.00
	7242023	coupler G04	07/24/2023	48.96
	7242023	Planting pads	07/24/2023	45.97
	7242023	Car Wash C27	07/24/2023	15.00
	7242023	soccer equipment	07/24/2023	207.87
	7242023	bolt G08	07/24/2023	7.20
	7242023	adapter for iPhone for KOM	07/24/2023	9.98
	7242023	spotify	07/24/2023	15.99
	7242023	Vest carrier straps C27	07/24/2023	56.79
	7242023	Shop supplies	07/24/2023	14.17
	7242023	Line Break - Crew Meal	07/24/2023	22.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	Toner Cartridge	07/24/2023	83.89
	7242023	KOM groceries	07/24/2023	6.49
	7242023	Plumbing	07/24/2023	51.98
	7242023	Retirement Plaque Baker	07/24/2023	475.00
	7242023	Desktop computer Lt Wead	07/24/2023	1,125.00
	7242023	Irrigation	07/24/2023	11.78
	7242023	Car Wash Baker	07/24/2023	13.00
	7242023	soccer equipment	07/24/2023	96.00
	7242023	Park signage	07/24/2023	131.85
	7242023	Uniform laundering C01	07/24/2023	5.75
	7242023	Car Wash C12	07/24/2023	9.00
	7242023	magnetic cable ties	07/24/2023	14.39
	7242023	Class A's C13	07/24/2023	130.00
	7242023	Business cards C25, C08	07/24/2023	103.99
	7242023	meeting expenses	07/24/2023	80.12
	7242023	Crime Scene Techniques - Food C19	07/24/2023	17.74
	7242023	microcomm	07/24/2023	25.70
	7242023	hydraulic fluid	07/24/2023	836.76
	7242023	Sod Canyon ave	07/24/2023	659.40
	7242023	water	07/24/2023	22.47
	7242023	Crime Scene Techniques - Gas C19	07/24/2023	55.04
	7242023	Barrell Sleeves	07/24/2023	74.45
	7242023	UA/Evidence to Lab	07/24/2023	7.19
	7242023	Shower curtains	07/24/2023	9.99
	7242023	Irrigation	07/24/2023	128.97
	7242023	grinder	07/24/2023	449.99
	7242023	nuts and bolts for directional signage	07/24/2023	48.83
	7242023	meeting expenses	07/24/2023	21.14
	7242023	light bulbs for Council Chambers	07/24/2023	13.98
	7242023	Solvent	07/24/2023	287.88
	7242023	Car Wash C18	07/24/2023	9.00
	7242023	paint and brush	07/24/2023	47.96
	7242023	towels and wipes	07/24/2023	29.47
	7242023	Crime Scene Techniques - Car Wash C19	07/24/2023	12.00
	7242023	treats for swim programs	07/24/2023	85.78
	7242023	Vehicle Maint	07/24/2023	36.97
	7242023	BELL ENDS	07/24/2023	108.96
	7242023	A19 parts	07/24/2023	227.16
	7242023	Car Wash C04	07/24/2023	9.00
	7242023	Sprinkler Canyon ave	07/24/2023	7.99
	7242023	water and pest spray for KOM	07/24/2023	29.15
	7242023	Ballfield chalk	07/24/2023	599.60
	7242023	batteries/charger for locator	07/24/2023	201.34
	7242023	F04 light	07/24/2023	191.00
	7242023	Klopfer shirts	07/24/2023	110.47
	7242023	Crime Scene Techniques - Food C19	07/24/2023	32.20
	7242023	Rototiller	07/24/2023	64.88
	7242023	wall protector	07/24/2023	14.99
	7242023	Duct tape	07/24/2023	19.28
	7242023	KOM snacks and equipment	07/24/2023	22.72
	7242023	MS Office Licenses	07/24/2023	1,524.95
	7242023	Trailer plug	07/24/2023	19.99
	7242023	Car Wash C23	07/24/2023	9.00
	7242023	Toner	07/24/2023	221.78
	7242023	Printer for C01	07/24/2023	349.00
	7242023	Desk stapler	07/24/2023	9.24
	7242023	Irrigation	07/24/2023	3.99
	7242023	Irrigation	07/24/2023	20.86

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	Car Wash C06	07/24/2023	9.00
	7242023	Crime Scene Techniques - Food C19	07/24/2023	15.22
	7242023	Flags	07/24/2023	1,200.00
	7242023	Crime Scene Techniques - Food C19	07/24/2023	10.41
	7242023	paint, brush	07/24/2023	37.96
	7242023	Toner	07/24/2023	104.89
	7242023	trailer coupler	07/24/2023	22.99
	7242023	SHIPPING RUBBER GOODS	07/24/2023	194.52
	7242023	Car Wash C22	07/24/2023	6.65
	7242023	Hard Hat	07/24/2023	26.33
	7242023	Hard Hats	07/24/2023	131.68
	7242023	Hard Hats	07/24/2023	52.67
	7242023	Hard Hat	07/24/2023	26.33
	7242023	Car Wash C25	07/24/2023	9.00
	7242023	Car Wash C13	07/24/2023	11.00
	7242023	Crime Scene Techniques - Food C19	07/24/2023	14.08
	7242023	Ted Boots	07/24/2023	174.99
	7242023	SAW BLADE	07/24/2023	135.01
	7242023	Ralf shirts	07/24/2023	39.98
	7242023	Laptop for C01	07/24/2023	2,000.00
	7242023	FIRST AID SUPPLIES	07/24/2023	9.18
	7242023	file folders	07/24/2023	111.75
	7242023	Crime Scene Techniques C19 - Hotel	07/24/2023	548.80
	7242023	random testing	07/24/2023	181.00
	7242023	random testing	07/24/2023	115.50
	7242023	kom movies	07/24/2023	343.00
	7242023	goggles for inventory sales	07/24/2023	205.35
	7242023	Car Wash C11	07/24/2023	7.01
	7242023	Grant Watch Annual Subscription	07/24/2023	199.00
	7242023	Car Wash C27	07/24/2023	15.00
	7242023	mop and brush	07/24/2023	41.98
	7242023	Alger & 10th sprinkler repair	07/24/2023	9.13
	7242023	river rafting for KOM	07/24/2023	960.00
	7242023	cable for fitness equipment	07/24/2023	51.77
	7242023	Mulch lock	07/24/2023	159.90
	7242023	14th st alley repair	07/24/2023	22.99
	7242023	Car Wash C20	07/24/2023	19.65
	7242023	propane	07/24/2023	47.60
	7242023	check in system for KOM	07/24/2023	79.00
	7242023	Office Supplies	07/24/2023	85.58
	7242023	nuts, bolts, flat steel	07/24/2023	68.98
	7242023	C06 parts	07/24/2023	146.56
	7242023	ARCGIS Annual Software Subscription	07/24/2023	70.00
	7242023	ARCGIS Annual Software Subscription	07/24/2023	70.00
	7242023	ARCGIS Annual Software Subscription	07/24/2023	70.00
	7242023	ARCGIS Annual Software Subscription	07/24/2023	70.00
	7242023	ARCGIS Annual Software Subscription	07/24/2023	70.00
	7242023	ARCGIS Annual Software Subscription	07/24/2023	70.00
	7242023	ARCGIS Annual Software Subscription	07/24/2023	80.00
	7242023	KOM Supplies	07/24/2023	84.57
	7242023	Office Supplies	07/24/2023	120.93
	7242023	Filing cabinet C01	07/24/2023	209.99
	7242023	Crime Scene Techniques - Food C19	07/24/2023	18.88
	7242023	Car Wash C26	07/24/2023	9.00
	7242023	Vehicle maint	07/24/2023	16.97
	7242023	flash drives	07/24/2023	33.95
	7242023	study guide -IT certification	07/24/2023	29.20
	7242023	Car Wash C21	07/24/2023	9.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	Key blanks	07/24/2023	28.55
	7242023	Desk staplers, staples	07/24/2023	81.23
	7242023	Irrigation	07/24/2023	8.60
	7242023	Car Wash C10	07/24/2023	9.00
	7242023	Duty sunglasses C08	07/24/2023	126.11
	7242023	Office Chairs	07/24/2023	504.87
	7242023	RETURN Chief stars	07/24/2023	11.99-
	7242023	manhole pick and utility line	07/24/2023	37.98
	7242023	BATTERIES	07/24/2023	43.96
	7242023	A104 hoses	07/24/2023	259.20
	7242023	file folders	07/24/2023	14.12
	7242023	ARC certifications	07/24/2023	125.00
	7242023	flashing	07/24/2023	35.96
	7242023	Desk drawer pulls	07/24/2023	20.50
	7242023	Fit for duty evaluation	07/24/2023	2,400.00
	7242023	random testing	07/24/2023	90.50
	7242023	B15 bulb	07/24/2023	24.80
	7242023	CONDUIT & FITTINGS	07/24/2023	10,507.17
	7242023	Crime Scene Techniques C19 - Class	07/24/2023	300.00
	7242023	cord for KOM speakers	07/24/2023	6.30
	7242023	Car Wash C20	07/24/2023	9.00
	7242023	Irrigation	07/24/2023	182.64
	7242023	Desk chair C14	07/24/2023	97.98
	7242023	Irrigation	07/24/2023	19.30
	7242023	Paint	07/24/2023	60.99
	7242023	Car Wash C04	07/24/2023	9.00
	7242023	Business cards C01, C14, C05	07/24/2023	117.39
	7242023	Business cards C06, C07, C19	07/24/2023	152.00
	7242023	Weed/Pest	07/24/2023	8.99
	7242023	cables, keypad and mouse	07/24/2023	131.98
	7242023	Key blanks	07/24/2023	33.73
	7242023	Trimmer	07/24/2023	41.97
	7242023	Postage Machine Lease 7/01/23-8/9/23	07/24/2023	243.14
	7242023	Car Wash C07	07/24/2023	8.78
	7242023	Car Wash C12	07/24/2023	9.00
	7242023	Shirts	07/24/2023	304.89
	7242023	SALES TAX CREDIT	07/24/2023	10.40-
	7242023	First aid supplies	07/24/2023	12.53
	7242023	Markers	07/24/2023	18.10
	7242023	Basketballs for little kid basketball	07/24/2023	20.00
	7242023	KOM supplies	07/24/2023	33.52
	7242023	uniform shirts	07/24/2023	125.95
	7242023	Kleenex	07/24/2023	33.16
	7242023	tapping saddles	07/24/2023	287.88
	7242023	Hard drives	07/24/2023	195.00
	7242023	repair clamp	07/24/2023	399.00
	7242023	boots	07/24/2023	210.00
	7242023	west lift station molding	07/24/2023	15.99
	7242023	Budget book binding	07/24/2023	8.00
	7242023	Mower	07/24/2023	278.14
	7242023	drinking water	07/24/2023	22.14
	7242023	keyboards and mice	07/24/2023	179.96
	7242023	Risk assessments	07/24/2023	248.30
	7242023	corn hole board carriers	07/24/2023	739.20
	7242023	dues - rotary	07/24/2023	233.50
	7242023	KOM at the movies	07/24/2023	357.00
	7242023	DEF	07/24/2023	267.31
	7242023	community 1st aid CPR	07/24/2023	176.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	Internet Service	07/24/2023	55.09
	7242023	Internet Service	07/24/2023	87.55
	7242023	Internet Service	07/24/2023	1,613.11
	7242023	Internet Service	07/24/2023	56.45
	7242023	Internet Service	07/24/2023	193.76
	7242023	Internet Service	07/24/2023	541.16
	7242023	Internet Service	07/24/2023	541.16
	7242023	Internet Service	07/24/2023	72.40
	7242023	Internet Service	07/24/2023	87.55
	7242023	Internet Service	07/24/2023	193.76
	7242023	Internet Service	07/24/2023	159.00
	7242023	Internet Service	07/24/2023	199.63
	7242023	Internet Service	07/24/2023	98.35
	7242023	Internet Service	07/24/2023	89.04
	7242023	Supplies for splash pad	07/24/2023	19.37
	7242023	Planters	07/24/2023	105.98
	7242023	repairs to shower head in therapy pool	07/24/2023	23.58
	7242023	Uniforms	07/24/2023	174.75
	7242023	Seat belt strap	07/24/2023	9.99
	7242023	Finance training courses	07/24/2023	340.00
	7242023	C24 Eval - Hotel	07/24/2023	207.92
	7242023	solvent cleaner	07/24/2023	295.08
	7242023	C24 Eval - Gas	07/24/2023	23.00
	7242023	Pump fittings	07/24/2023	191.59
	7242023	Landscaping	07/24/2023	50.00
	7242023	chip repair A06	07/24/2023	40.00
	7242023	cable to repair fitness equipment	07/24/2023	51.77
	7242023	Shop supplies	07/24/2023	35.98
	7242023	meeting expenses	07/24/2023	23.69
	7242023	C24 Eval Food	07/24/2023	11.45
	7242023	Swim docks	07/24/2023	67.51
	7242023	name plate - council meetings	07/24/2023	29.80
	7242023	T-cards for command trailer	07/24/2023	66.50
	7242023	C24 Eval Food	07/24/2023	7.98
	7242023	Car Wash C17	07/24/2023	15.00
	7242023	chargers	07/24/2023	43.98
	7242023	therapy pool shower replacement	07/24/2023	32.99
	7242023	coupler G04	07/24/2023	48.96
	7242023	actuator B13	07/24/2023	49.33
	7242023	galvanized cans for downtown	07/24/2023	189.95
	7242023	office supplies	07/24/2023	40.81
	7242023	UA/Evidence to Lab	07/24/2023	11.20
	7242023	DEF pump	07/24/2023	49.50
	7242023	Lunch Billings	07/24/2023	31.00
	7242023	Uniforms	07/24/2023	24.97
	7242023	Blower repair	07/24/2023	57.28
	7242023	syrup for snow cones	07/24/2023	23.88
	7242023	paint for directional signage	07/24/2023	57.98
	7242023	propane	07/24/2023	31.60
	7242023	toner cartridge	07/24/2023	29.99
	7242023	mouse trap	07/24/2023	7.59
	7242023	pedal C05	07/24/2023	171.68
	7242023	repair sewer line at Recycle	07/24/2023	55.97
	7242023	Computer cables & ties	07/24/2023	21.20
	7242023	UA/Evidence to Lab	07/24/2023	7.19
	7242023	SRO Conference C09	07/24/2023	200.00
	7242023	plug streets	07/24/2023	5.25
	7242023	C24 Eval Gas	07/24/2023	59.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7242023	GASB updates training	07/24/2023	400.00
	7242023	work lights	07/24/2023	194.97
	7242023	archive social - civic plus	07/24/2023	3,990.00
	7242023	GFOA Annual Dues	07/24/2023	170.00
	7242023	Wireless keyboards	07/24/2023	59.97
	7242023	screwdriver set	07/24/2023	71.97
	7242023	C24 Eval Food	07/24/2023	9.97
	7242023	C24 Eval Food	07/24/2023	38.87
	7242023	Water for mini golf	07/24/2023	15.56
	7242023	snacks for racers	07/24/2023	43.95
	7242023	snacks for racers	07/24/2023	43.95
	7242023	Car Wash C13	07/24/2023	11.00
	7242023	Food and drinks for stampede parades & rodeos	07/24/2023	495.28
	7242023	Gator battery	07/24/2023	49.99
	7242023	Sanitizing wipes	07/24/2023	25.99
	7242023	REFUND for missing item	07/24/2023	6.98-
	7242023	Car Wash C25	07/24/2023	9.00
Total :				134,513.27
Total WELLS FARGO COMMERCIAL CARD (132565):				134,513.27
WEST PARK HOSPITAL (10500)				
DBA CODY REGIONAL HEALTH	7062023	DUI BLOOD DRAWS AND SANE EXAM	07/06/2023	7,417.00
Total :				7,417.00
Total WEST PARK HOSPITAL (10500):				7,417.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6091288	WRAP LOCK 1/0	07/07/2023	747.73
	6091288	CUTOUT	07/07/2023	1,581.00
	6091288	CUTOUT	07/07/2023	3,689.00
Total :				6,017.73
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				6,017.73
WILDE, TYLER (131933)				
	4.2040.31	UTILITY DEPOSIT REFUND	06/30/2023	200.00
Total :				200.00
Total WILDE, TYLER (131933):				200.00
WOLFORD, CARYN (133287)				
	57055025	REC CENTER REFUND	07/10/2023	36.00
Total :				36.00
Total WOLFORD, CARYN (133287):				36.00
WYOMING CHILD SUPPORT (132047)				
	72023	Garnishment Remittance # 227551	07/20/2023	430.15
Total :				430.15

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WYOMING CHILD SUPPORT (132047):				430.15
WYOMING MUNICIPAL POWER AGENCY (10920)				
	202306-1	DEMAND PURCHASE - JUN 2023	07/12/2023	354,271.40
	202306-1	POWER PURCHASE - JUN 2023	07/12/2023	294,840.01
Total :				649,111.41
Total WYOMING MUNICIPAL POWER AGENCY (10920):				649,111.41
XACTRO LLC (133291)				
	53.1022.11	HYDRANT METER DEPOSIT REFUND	07/19/2023	439.22
Total :				439.22
Total XACTRO LLC (133291):				439.22
YELLOWSTONE AVE LLC (133293)				
	16.0990.13	UTILITY DEPOSIT REFUND	07/19/2023	500.00
Total :				500.00
Total YELLOWSTONE AVE LLC (133293):				500.00
Grand Totals:				1,054,113.49
Payroll 07/16/23				329,226.41
Total				1,383,339.90

MEETING DATE:8/1/2023

DEPARTMENT: PUBLIC WORKS - WASTEWATER

PREPARED BY: ROB KRAMER

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

AGENDA ITEM SUMMARY REPORT

Bid 2023-03 for (1) New 2024 ¾ Ton 4X4 Cab and Chassis

ACTION TO BE TAKEN

Consider awarding Bid 2023-03 to Fremont Chevy GMC for one 2024 GMC 2500HD 4X4 in the amount of \$45,307.00.

SUMMARY OF INFORMATION

A request was made and approved in the FY 2024 Budget for the purchase of a ¾ Ton pickup to replace a 1996 F250 utilized by the Recycling Center. The 1996 F250 will be sold through public auction.

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

Three bidders submitted three bids. These bids were opened at City Hall on July 20, 2023.

Denny Menholt Chevrolet GMC submitted one bid for a 2024 Chevrolet 2500HD 4X4 in the amount of \$45,795.00.

Fremont Chevy GMC submitted one bid for a 2024 GMC 2500HD 4X4 in the amount of \$45,307.00.

Fremont Motor Cody submitted one bid for a 2024 Ford F250 4X4 in the amount of \$46,546.64.

FISCAL IMPACT

The purchase of this vehicle was funded and approved in the FY 2024 budget, in the amount of \$43,629.00. Funding for the remaining \$1,678.00 will be provided from the Solid Waste and Recycling Enterprise Fund in a future budget amendment.

ATTACHMENTS

1. Bid Packet 2023-03 completed by Fremont Chevy GMC.

AGENDA & SUMMARY REPORT TO:

1. Bert Miller, Denny Menholt Chevrolet GMC, b.miller1962@hotmail.com
2. Adam Hartenstein, Fremont Chevy GMC, ahartenstein@fremontmotors.com
3. Brent Silva, Fremont Motor Cody, bsilva@fremontmotors.com

AGENDA ITEM NO. _____

Bid Proposal Form
Bid No. 2023-03 (1) New 2024 ¾ Ton 4X4 Cab and Chassis

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 2024 ¾ Ton 4X4 Cab and Chassis**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for N/A. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	2024 GMC 2500 1		\$ 45307.00
	Regular Cab Box Delete		
Less trade if any:			\$(N/A)
Net Total Bid			\$ 45307.00

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 encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid 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.

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.

Date 7/19/23

Adam Hartenstein
Signature

Adam Hartenstein
Typed or Printed Name

Fremont Chevy GMC
Company

1401 W Federal Blvd
Mailing Address

Riverbn, WY 82501
City, State and Zip

ahartenstein@fremontmotors.com
E-mail Address

City of Cody

Specifications for (1) New 2024 ¾ Ton 4X4 Cab and Chassis

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

A. GENERAL

	YES	NO
1. SIZE: ¾ Ton, Four-wheel drive, single cab & chassis.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. EXTERIOR COLOR: Bright White	<input checked="" type="checkbox"/>	<input type="checkbox"/>

B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: V-8 gasoline powered engine of at least 6.8 liters. <i>6.6L</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ENGINE BLOCK HEATER: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. TRANSMISSION: Heavy duty 10 speed automatic w/overdrive, with auxiliary external oil cooler, heavy duty air to oil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. DIFFERENTIAL: Standard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. DIFFERENTIAL RATIO: Approximately 3:73.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. ENGINE OIL COOLER: Heavy duty air to oil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Automatic locking hubs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. SUSPENSION & RUNNING GEAR

1. SUSPENSION: Standard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. BRAKES: Heavy duty four-way Anti-Lock Brakes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. WHEELS & TIRES: (5) full size wheels & All-Season radial tires to meet the maximum G.V.W. rating of the vehicle being bid.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. WHEEL BASE: Minimum of 141".	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. STEERING: Factory installed power steering.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. FRONT TOW HOOKS: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. GROSS VEHICLE WEIGHT: Minimum G.V.W. of 9000 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Trailer towing package with receiver hitch. <i>Deleted with Cab Chassis</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. ELECTRICAL SYSTEM

	YES	NO
1. BATTERY: Maintenance free heavy-duty with a min. of 600 CCA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ALTERNATOR: (12) volts, 160 amp minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. GAUGES or INDICATORS: Factory installed to monitor alternator function, engine oil pressure and engine temp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. TRAILER BRAKE CONTROLLER: Integrated w/wiring harness to the end of frame.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Upfitter Switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. BODY & INTERIOR

1. WINDSHIELD WIPERS: Multi-speed w/intermittent system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. RADIO: AM/FM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. WINDOWS AND LOCKS: Power windows and locks. Dealer to supply (3) sets of keys. <i>1 Key Dealer Supplied</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. STEERING WHEEL: Comfort tilt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. MIRRORS: Dual outside trailer tow rear view mirrors, mounted below eye level.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. HEATER AND AIR CONDITIONER: Factory installed manual control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. SEATS: Heavy duty cloth 40/20/40 bench type seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. FLOOR MATS: Heavy duty rubber, factory supplied. <i>Dealer Installed</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. GLASS: Solar Ray Tinted Windows.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Platform Running Boards	<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. Wyoming Certificate of Residency	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1105

THIS CERTIFIES THAT:

FREMONT MOTOR LANDER, 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 MARCH TWO THOUSAND AND 23

A handwritten signature in black ink, appearing to read "Michele Johnson".

Michele Johnson, Program Manager

EXPIRATION DATE: 3/1/2024



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0203202323



Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

CITY OF CODY 2023-03

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro





Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (Complete)

Price Summary

PRICE SUMMARY		MSRP
Base Price		\$47,200.00
Total Options		(\$135.00)
Vehicle Subtotal		\$47,065.00
Destination Charge		\$1,895.00
Grand Total		\$48,960.00

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
TK20903	2024 GMC Sierra 2500HD 4WD Reg Cab 142" Pro	\$47,200.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	Inc.
1SA	Pro Preferred Equipment Group includes standard equipment	\$0.00
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	Inc.
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)	\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with TK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)	Inc.
JL1	Trailer brake controller, integrated (Required with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Available as free flow with (L8T) 6.6L V8 gas engine. Required with (NHT) Max Trailering Package. Included with (Z6A) Gooseneck / 5th Wheel Prep Package.)	\$275.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$100.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD)	\$0.00
N33	Steering column, Tilt-Wheel, manual with wheel locking security feature (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket backup alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	Inc.
VK3	License plate kit, front, Incandescent lighting (will be forced on orders with ship-to states that require front license plate)	\$0.00
VQO	LPO, Black assist step (dealer-installed) (Not available at start of production. Not available with any other RPO or LPO assist step.)	\$495.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)	Inc.
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.) *CREDIT*	(\$1,155.00)
Options Total		(\$135.00)

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Standard Equipment

Package	<p>Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking</p> <p>Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)</p>
Mechanical	<p>Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)</p> <p>Transmission, Allison 10-Speed automatic (STD)</p> <p>Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)</p> <p>Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)</p> <p>GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with TK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)</p> <p>Push Button Start</p> <p>Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)</p> <p>Auto-locking rear differential</p> <p>Four wheel drive</p> <p>Cooling, external engine oil cooler</p> <p>Cooling, auxiliary external transmission oil cooler</p> <p>Air filter, heavy-duty</p> <p>Air filtration monitoring</p> <p>Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)</p> <p>Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)</p> <p>Recovery hooks, front, frame-mounted, Black</p> <p>Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section</p> <p>Suspension Package (Not available with (X31) Off-Road Package.)</p> <p>Steering, Recirculating Ball with smart flow power steering system</p> <p>Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors</p> <p>Brake lining wear indicator</p>

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black (Standard on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Mirror, inside rearview, manual tilt

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Entertainment

- Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 2-speakers (Requires Regular Cab model.)
- Bluetooth for phone connectivity to vehicle infotainment system
- Wireless phone projection for Apple CarPlay and Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display, located in radio display
- Compass, located in instrument cluster
- Windows, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down
- Door locks, power
- Remote Keyless Entry
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

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Fremont Chevrolet Buick GMC

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Safety-Mechanical

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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MEETING DATE:8/1/2023

DEPARTMENT: PUBLIC WORKS - WASTEWATER

PREPARED BY: ROB KRAMER

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

AGENDA ITEM SUMMARY REPORT

Bid 2023-04 for (1) New 2024 ¾ Ton 4X4 Cab and Chassis

ACTION TO BE TAKEN

Consider awarding Bid 2023-04 to Fremont Chevy GMC for one 2024 GMC 2500HD 4X4 in the amount of \$45,065.00.

SUMMARY OF INFORMATION

A request was made and approved in the FY 2024 Budget for the purchase of a ¾ Ton pickup to replace a 2005 Chevrolet 2500 utilized within the Water Division. The 2005 Chevrolet will be sold at public auction.

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

Three bidders submitted three bids. These bids were opened at City Hall on July 20, 2023.

Denny Menholt Chevrolet GMC submitted one bid for a 2024 Chevrolet 2500HD 4X4 in the amount of \$45,209.00.

Fremont Chevy GMC submitted one bid for a 2024 GMC 2500HD 4X4 in the amount of \$45,065.00.

Fremont Motor Cody submitted one bid for a 2024 Ford F250 4X4 in the amount of \$46,546.64.

FISCAL IMPACT

The purchase of this vehicle was funded in the approved FY 2024 budget, in the amount of \$53,629.00.

ATTACHMENTS

1. Bid Packet 2023-04 completed by Fremont Chevy GMC.

AGENDA & SUMMARY REPORT TO:

1. Bert Miller, Denny Menholt Chevrolet GMC, b.miller1962@hotmail.com
2. Adam Hartenstein, Fremont Chevy GMC, ahartenstein@fremontmotors.com
3. Brent Silva, Fremont Motor Cody, bsilva@fremontmotors.com

AGENDA ITEM NO. _____

Bid Proposal Form
Bid No. 2023-04 (1) New 2024 ¾ Ton 4X4 Cab and Chassis
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 2024 ¾ Ton 4X4 Cab and Chassis**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for N/A.

The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	<u>2024 GMC 2500</u>		\$ <u>45065.00</u>
	<u>Regular Cab Box Delete 1</u>		
Less trade if any:			\$ (<u>N/A</u>)
Net Total Bid			\$ <u>45065.00</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 encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid 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.

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.

Date 7/19/23


Signature

Adam Hartenstein
Typed or Printed Name

Fremont Chevy GMC
Company

1401 N Federal Blvd
Mailing Address

Riverton, WY 82501
City, State and Zip

ahartenstein@fremotmotors.com
E-mail Address

City of Cody

Specifications for (1) New 2024 ¾ Ton 4X4 Cab and Chassis

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

A. GENERAL

	YES	NO
1. SIZE: Regular Cab, ¾ Ton, Four-wheel drive, cab and chassis.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. EXTERIOR COLOR: Bright White	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. INTERIOR COLOR: Light Blue or Light Gray <i>Jet Black</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: V-8 gasoline powered engine of at least 6.8 liters. <i>6.6L</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ENGINE BLOCK HEATER: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. TRANSMISSION: Heavy duty 10 speed automatic w/overdrive.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. DIFFERENTIAL: Standard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. DIFFERENTIAL RATIO: Approximately 3.73.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Automatic Locking Hubs	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. SUSPENSION & RUNNING GEAR

1. SUSPENSION: Standard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. BRAKES: Heavy duty four-way Anti-Lock Brakes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. WHEELS & TIRES: (5) full size wheels & All-Season radial tires to meet the maximum G.V.W. rating of the vehicle being bid.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. WHEEL BASE: Minimum of 141".	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. STEERING: Factory installed power steering.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. FRONT TOW HOOKS: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. GROSS AXLE WEIGHT: Front — 5,600lbs, Rear — 6,340lbs	<input type="checkbox"/>	<input type="checkbox"/>

D. ELECTRICAL SYSTEM

	YES	NO
1. BATTERY: Maintenance free heavy-duty with a min. of 600 CCA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ALTERNATOR: (12) volts, 100 amp minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. GAUGES or INDICATORS: Factory installed to monitor alternator function, engine oil pressure and engine temp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. TRAILER TOWING PACKAGE: Wiring harness. Deleted w/ Cab Chassis	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Upfitter Switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. BODY & INTERIOR

1. WINDSHIELD WIPERS: Multi-speed w/intermittent system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. RADIO: AM/FM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. WINDOWS AND LOCKS: Power windows and locks. Dealer to supply (3) sets of keys. 1 Key Dealer Supplied	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. MIRRORS: Dual outside rear view mirrors, mounted below eye level.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HEATER AND AIR CONDITIONER: Factory installed, manual control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. SEATS: Heavy duty cloth bench type seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. FLOOR MATS: Heavy duty rubber, factory supplied. Dealer Installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. GLASS: Solar Ray Tinted Windows.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Platform Running Boards	<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. Wyoming Certificate of Residency	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, fuel tanks full, cleaned and ready to enter into service for the City of Cody.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Memo



TO: Vendors for Bid 2023-04

FROM: Kylie Hanson, Public Works Administrative Coordinator

DATE: July 17, 2023

RE: Addendum to Bid 2023-04

Please find below, Addendum #1. If you have any questions or concerns, please feel free to call 587-2958, option 2.

Bid 2023-04 (1) New 2024 ¾ Ton 4X4 Cab and Chassis

ADDENDUM #1

Please note the following removal from the Bid Specifications

REMOVE

SUSPENSION & RUNNING GEAR

7. GROSS AXLE WEIGHT: Front = 5,600lbs, Rear = 6,340lbs

AH



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1105

THIS CERTIFIES THAT:

FREMONT MOTOR LANDER, 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 MARCH TWO THOUSAND AND 23

A handwritten signature in black ink, appearing to read "Michele Johnson".

Michele Johnson, Program Manager

EXPIRATION DATE: 3/1/2024



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0203202323



Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

CITY OF CODY 2023-04

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro





Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$47,200.00
Total Options	(\$410.00)
Vehicle Subtotal	\$46,790.00
Destination Charge	\$1,895.00
Grand Total	\$48,685.00

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
TK20903	2024 GMC Sierra 2500HD 4WD Reg Cab 142" Pro	\$47,200.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	Inc.
1SA	Pro Preferred Equipment Group includes standard equipment	\$0.00
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	Inc.
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)	\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with TK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)	Inc.
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$100.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00
MKM	Transmission, Allison 10-Speed automatic (STD)	\$0.00

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (Complete)

OPTIONS		
CODE	DESCRIPTION	MSRP
N33	Steering column, Tilt-Wheel, manual with wheel locking security feature (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket backup alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	Inc.
VK3	License plate kit, front, Incandescent lighting (will be forced on orders with ship-to states that require front license plate)	\$0.00
VQO	LPO, Black assist step (dealer-installed) (Not available at start of production. Not available with any other RPO or LPO assist step.)	\$495.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)	Inc.
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.) *CREDIT*	(\$1,155.00)
Options Total		(\$410.00)

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Standard Equipment

Package	<p>Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking</p> <p>Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)</p>
Mechanical	<p>Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)</p> <p>Transmission, Allison 10-Speed automatic (STD)</p> <p>Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)</p> <p>Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)</p> <p>GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with TK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)</p> <p>Push Button Start</p> <p>Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)</p> <p>Auto-locking rear differential</p> <p>Four wheel drive</p> <p>Cooling, external engine oil cooler</p> <p>Cooling, auxiliary external transmission oil cooler</p> <p>Air filter, heavy-duty</p> <p>Air filtration monitoring</p> <p>Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)</p> <p>Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)</p> <p>Recovery hooks, front, frame-mounted, Black</p> <p>Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section</p> <p>Suspension Package (Not available with (X31) Off-Road Package.)</p> <p>Steering, Recirculating Ball with smart flow power steering system</p> <p>Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors</p> <p>Brake lining wear indicator</p>

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Fremont Chevrolet Buick GMC

ADAM HARTENSTEIN | 3078579533 | AHARTENSTEIN@FREMONTMOTORS.COM

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black (Standard on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Mirror, inside rearview, manual tilt

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Fremont Chevrolet Buick GMC

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✔ Complete)

Safety-Mechanical

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting
LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)
Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)
Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)
Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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MEETING DATE:8/1/2023

DEPARTMENT: PUBLIC WORKS - WASTEWATER

PREPARED BY: ROB KRAMER

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

AGENDA ITEM SUMMARY REPORT

Bid 2023-05 for (1) New 2024 ¾ Ton 4X4 Crew Cab and Chassis

ACTION TO BE TAKEN

Consider awarding Bid 2023-05 to Denny Menholt Chevrolet GMC for one 2024 Chevrolet 2500HD 4X4 crew cab in the amount of \$48,703.00.

SUMMARY OF INFORMATION

A request was made and approved in the FY 2024 Budget for the purchase of a ¾ Ton crew cab pickup to replace a 2015 F250 crew cab utilized within the Electric Division. The 2015 F250 will be sold at public auction.

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

Three bidders submitted three bids. These bids were opened at City Hall on July 20, 2023.

Denny Menholt Chevrolet GMC submitted one bid for a 2024 Chevrolet 2500HD 4X4 crew cab in the amount of \$48,703.00.

Fremont Chevy GMC submitted one bid for a 2024 Chevrolet 2500HD 4X4 crew cab in the amount of \$49,260.00.

Fremont Motor Cody submitted one bid for a 2024 Ford F250 4X4 crew cab in the amount of \$50,440.64.

FISCAL IMPACT

The purchase of this vehicle was funded in the approved FY 2024 budget, in the amount of \$51,372.00.

ATTACHMENTS

1. Bid Packet 2023-05 completed by Denny Menholt Chevrolet GMC

AGENDA & SUMMARY REPORT TO:

1. Bert Miller, Denny Menholt Chevrolet GMC, b.miller1962@hotmail.com
2. Adam Hartenstein, Fremont Chevy GMC, ahartenstein@fremontmotors.com
3. Brent Silva, Fremont Motor Cody, bsilva@fremontmotors.com

AGENDA ITEM NO. _____

Bid Proposal Form
Bid No. 2023-05 (1) New 2024 ¾ Ton 4X4 Crew Cab and Chassis
City of Cody, Wyoming



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 2024 ¾ Ton 4X4 Crew Cab and Chassis**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for N/A. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for: 2024 Chevrolet 3/4 4x4 Crew Cab			\$ <u>48,703.00</u>
Less trade if any:			\$ (<u>N/A</u>)
Net Total Bid			\$ <u>48,703.00</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 encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid 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.

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.

Date 7/19/2023


Signature

Bert Miller

Typed or Printed Name

Denny Menholt Chevrolet GMC

Company

1172 16th St

Mailing Address

Cody WY 82414

City, State and Zip

b.miller1962@hotmail.com

E-mail Address

City of Cody

Specifications for (1) New 2024 ¾ Ton 4X4 Crew Cab and Chassis

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

A. GENERAL

1. SIZE: Crew Cab, 4 door, ¾ Ton, Four-wheel drive, cab & chassis.
2. EXTERIOR COLOR: Bright White
3. FUEL TANK: 34 Gallon

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: V-8 gasoline powered engine of at least 6.8 liters. *b.b*
2. ENGINE BLOCK HEATER: Factory installed.
3. TRANSMISSION: Heavy duty 10 speed automatic w/overdrive, with auxiliary external oil cooler, heavy duty air to oil.
4. DIFFERENTIAL: Standard
5. DIFFERENTIAL RATIO: Approximately 3:73
6. ENGINE OIL COOLER: Heavy duty air to oil.
7. Automatic Locking Hubs

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. SUSPENSION & RUNNING GEAR

1. SUSPENSION: Handling/trailering, Heavy duty.
2. BRAKES: Heavy duty four-way Anti-Lock Brakes.
3. WHEELS & TIRES: (5) full size wheels & All-Season radial tires to meet the maximum G.V.W. rating of the vehicle being bid.
4. WHEEL BASE: Minimum of 175.0 inches. *172"*
5. STEERING: Factory installed power steering.
6. FRONT TOW HOOKS: Factory installed.
7. GROSS VEHICLE WEIGHT: Minimum G.V.W. of 10,000 lbs.
8. Trailer towing package with receiver hitch. *on Flatbed*

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. ELECTRICAL SYSTEM

	YES	NO
1. BATTERIES: Maintenance free heavy-duty, dual with a min. of 600 CCA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ALTERNATOR: (12) volts, 410 amp minimum. <i>Dual 220</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. GAUGES or INDICATORS: Factory installed to monitor alternator function, engine oil pressure and engine temp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. TRAILER BRAKE CONTROLLER: Integrated w/wiring harness to end of frame.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Remote Start	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Upfitter Switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. BODY & INTERIOR

1. WINDSHIELD WIPERS: Multi-speed w/intermittent system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. RADIO: AM/FM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. WINDOWS AND LOCKS: Power windows and locks. Dealer to supply (3) sets of keys.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. STEERING WHEEL: Comfort tilt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. MIRRORS: Dual outside trailer tow rear view mirrors, mounted below eye level.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. HEATER AND AIR CONDITIONER: Factory installed manual control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. SEATS: Heavy duty cloth 40/20/40 bench type seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. FLOOR MATS: Heavy duty rubber, factory supplied.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. GLASS: Solar Ray Tinted Windows.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Platform Running Boards	<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. Wyoming Certificate of Residency	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

STATE OF WYOMING

VEHICLE DEALER LICENSE

THIS IS TO CERTIFY

DENNY MENHOLT CHEVROLET GMC

Name

F 11-5718

License Number

has met the requirements as set forth by Wyoming Statute, and is duly licensed to engage in the business of a vehicle dealer in the State of Wyoming for the class of license indicated by this certificate.

☒ New Vehicle Dealer

☐ Used Vehicle Dealer

☐ Used Vehicle Dealer

Less than 12 Sales

New Vehicles to be Sold: CHEVROLET CARS, SUVS & LT DUTY TRUCKS; GMC SUVS & LT DUTY TRUCKS;

****This dealer deals in the makes & types of New Vehicles listed above and may also sell Used Vehicles of any type****

Address of Vehicle Dealer: 1172 16TH STREET

CODY, WY 82414

Number of Demo Plates Authorized: 27


Number of Full Use Plates Authorized: 13

Effective Date: MARCH 26, 2023



Expiration Date: MARCH 26, 2024



Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$49,900.00
Total Options	\$970.00
Vehicle Subtotal	\$50,870.00
Destination Charge	\$1,895.00
Grand Total	\$52,765.00

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Data Version: 19948. Data Updated: Jul 16, 2023 6:50:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20943	2024 Chevrolet Silverado 2500HD 4WD Crew Cab 172" Work Truck	\$49,900.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

BODY CODE

CODE	DESCRIPTION	MSRP
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels. Not available with (QG3) LT275/70R18, mud-terrain, blackwall tires.) *CREDIT*	(\$1,155.00)

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGF	GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)	\$380.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00


SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ZLQ	WT Fleet Convenience Package includes (UD7) Rear Park Assist, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCV) WT Convenience Package. Note: Crew Cab and Double Cab models (DBG) outside power-adjustable vertical trailering with heated upper glass can be upgraded to (DWI) trailer mirrors or (DLN) outside heated power-adjustable, manual folding mirrors.)	\$210.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	Inc.
JL1	Trailer brake controller, integrated (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Included with (Z6A) Gooseneck/5th Wheel Prep Package.)	\$275.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$100.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$135.00
KHF	Alternators, dual, 220-amps primary, 170-amps auxiliary (Requires (K4Z) auxiliary battery with (L8T) 6.6L V8 gas engine.)	\$380.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	Inc.
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
N33	Steering column, Tilt-Wheel, manual with wheel locking security feature (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	\$0.00
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
R9L	Deleted 3 Years of Remote Access (Requires (UE1) OnStar. Required on the following order types: FDR, FLS, FBC, FGO, FRC. Available on the following order types: FEF, FNR, TSC, TSP, TSR, TSD, TSM. Required on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	(\$300.00)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
VTP	LPO, Assist steps, commercial (dealer-installed) (Not available with any other assist steps.)	\$795.00
Options Total		\$970.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓)
Complete)

Standard Equipment

Package	Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
	Durabed, pickup bed (STD)
	GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)
	Push Button Start
	Air filter, heavy-duty
	Air filtration monitoring
	Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
	Auto-locking rear differential
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Recovery hooks, front, frame-mounted, Black
	Suspension Package
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
	Exhaust, single, side

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓)
Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

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Complete)

Entertainment

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry with 2 transmitters

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓)
Complete)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓)
Complete)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

— Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

— Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

— Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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MEETING DATE: 8/1/2023

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT

Bid 2023-06 (1) New Front-End Wheel Loader

ACTION TO BE TAKEN:

Consider approval of the award of Bid 2023-06 Honnen Equipment Company in the amount of \$287,625.43, less a trade in amount of \$57,000.00, leaving a net total bid of \$230,625.43.

SUMMARY OF INFORMATION:

A request was made in FY 24 budget for the purchase of a replacement front-end wheel loader within the Streets Division. This unit will be replacing a 2008 John Deere 624J front-end wheel loader, which was offered as a trade in. This machine is estimated to have a value of approximately \$60,000.00.

Bid packets were sent to Honnen Equipment, Modern Machinery, Power Equipment Company and Tractor and Equipment Company.

Three bidders submitted three bids. These bids were opened at City Hall on 7/25/2023.

Honnen Equipment Company submitted one bid for (1) John Deere 624P front-end wheel loader in the amount of \$287,625.43, less a trade in amount of \$57,000.00, leaving a net total bid of \$230,625.43.

This bid meets all required specifications.

Power Equipment Company submitted one bid for (1) Liebherr L-546 G8 front-end wheel loader in the amount of \$278,945.00, less a trade in amount of \$55,000.00, leaving a net total bid of \$223,945.00. When completing the submitted specifications the dealer marked that they met all requested specification. Upon staffs review of the provided equipment brochure with specifications this bid does not meet several of the requested specifications, a few of which include the weight of the machine, the horse power, the size of fuel tank, the counter weights, the transmission, the cold weather package and the JRB bucket (necessary to be compatible with existing attachments).

Tractor and Equipment Company submitted one bid for (1) CAT 938 front-end wheel loader in the amount of \$275,167.95, less a trade in amount of \$46,940.00, leaving a net total bid of \$228,227.95. This bid does not meet the requested specifications, a few of which include the engine size, the horse power, the fuel tank size, the transmission, the shifting mechanism, the cold weather package and the differential.

FISCAL IMPACT

AGENDA ITEM NO. _____

Funding, in the amount of \$263,854.00 was budgeted for and approved in the Fiscal Year 2024 budget.

ATTACHMENTS

1. Honnen Equipment Company completed bid packet.

AGENDA & SUMMARY REPORT TO:

1. Mark Patterson, Tractor & Equipment Company, mpatterson@tractorandequipment.com
2. Andy Remmo, Power Equipment Company, aremmo@power-equip.com
3. Tony Steen, Honnen Equipment Company, tonysteen@honnen.com

Bid Proposal Form
Bid No. 2023-06 (1) New Front-End Wheel Loader
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 Front-End Wheel Loader**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for **(1) 2008 John Deere 624J Front-End Wheel Loader, SN# DW624JZ620247.**

The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	1	John Deere 624P	\$ 287,625.43
Less trade if any:	1	2008 John Deere 624J	\$(57,000)
Net Total Bid			\$ 230,625.43

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 encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid 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.

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.

Date 7-24-23

Tony Sten
Signature

Tony Sten
Typed or Printed Name

Honnen Equipment Co.
Company

150 Salt Creek Hwy
Mailing Address

Mills, WY 82644
City, State and Zip

tonysten@honnen.com
E-mail Address

City of Cody

Specifications for (1) 2023 or Newer Front-End Wheel Loader

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 2023 or Newer Front-End Wheel Loader	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. OPERATING WEIGHT: 34,000 Minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. COUNTER WEIGHTS: Cast rear bumper with integral draw bar.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

B. ENGINE

1. Six cylinder, four cycle, turbo-charged 6.8L diesel engine.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. HORSE POWER: 190 net peak HP at factory setting.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. ENGINE HEATER: 110-volt coolant block heater.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. EMISSIONS: Certified Tier 4 emissions compliant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. AIR CLEANER: Dry type dual element w/restriction sensor and in cab restriction indicator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. OIL FILTER: Full flow spin on filter and cooler.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. ANTIFREEZE: -34° antifreeze with extended life protection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. FUEL FILTER: Dual stage fuel filter and water separator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. FUEL SYSTEM: Electronically controlled fuel delivery system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. FUEL TANK: 90 gallon minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. ENGINE ACCESS: Service doors must provide full access from both sides.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. FAN: Automatic reversing fan with manual over-ride.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. POWER TRAIN

1. TRANSMISSION: Torque converter, countershaft/power shift type transmission.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Four speed forward and three speed reverse w/auto and manual shift modes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Steering column mounted shift lever gearshift F-N-R and lock.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

POWER TRAIN continued

	YES	NO
4. Transmission cooler, 1000hr spin on type transmission filter.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Axle Coolers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. GREASE LINES: Remote mounted axle grease fittings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. FINAL DRIVE: Heavy duty inboard planetary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. TIRES: 20.5R25 L3 Single Star Radial tires.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. ELECTRICAL SYSTEM

1. BATTERY: Maintenance free heavy-duty with a min. of 950 CCA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ALTERNATOR: (24) volts, 100 amp minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. LED LIGHTS: Two driving lights, four front and two rear work lights, turn signals and flashers, stop and tail lights.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Electric horn and automatic reverse warning alarm.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Master battery disconnect switch.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Amber rotating beacon light.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Radio ready 10amp converter w/12volt power port.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. AM/FM/WB Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. OPERATORS STATION

1. Full ROPS cab, A/C, heater, defroster, front and rear windshield washers w/intermittent wipers and safety glass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Outside (2) and inside (1) rear view mirrors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. High back, air suspension, cloth covered, fully adjustable seat w/armrests and seat belt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Rubber floor mat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Tilt steering column.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

F. HYDRAULICS

1. Three function hydraulic valve with single lever joystick control and auxiliary lever for third function.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Spin on hydraulic filters and hydraulic oil cooler.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Hydraulic ride control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

HYDRAULICS continued

4. Automatic return to dig control.

YES NO

☒ ☐

5. Cold Weather Package; hydraulic oil heater.

☒ ☐**G. INSTRUMENTATION**

1. Unit must be equipped with; fuel, volt meter, engine coolant temperature, transmission oil temperature and engine oil pressure gauges/warning lights.

☒ ☐

2. Visual sight gauges for hydraulic oil and engine coolant.

☒ ☐

3. Hour meter and tachometer.

☒ ☐

4. Audible and visual warnings for engine oil pressure, brake pressure, coolant and transmission oil temperatures.

☒ ☐**H. DIFFERENTIAL**

1. Limited slit front and rear axles.

☒ ☐

2. Front and rear locking differential.

☒ ☐**I. FRAME**

1. Front and rear lift/tie down eyes.

☒ ☐

2. Full tire front and rear fenders w/mud flaps.

☒ ☐

3. Vandalism protection system, with lockable engine compartment enclosures.

☒ ☐**J. BUCKET AND LOADER LINKAGE**

1. JRB 3.0 yar, 4in1 bucket.

☒ ☐

2. JBR coupler to accommodate JRB bucket, high visibility.

☒ ☐

3. Z-Bar loader linkage.

☒ ☐**K. MISCELLANEOUS**

1. Full manufacturer's standard warranty.

☒ ☐

2. Dealer order form showing all equipment being bid.

☒ ☐

3. Wyoming Certificate of Residency

☒ ☐

4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the equipment

☒ ☐

BUYBACK OPTION

Price and Terms of Buyback Option.

Terms: N/A

Price: N/A

OPTIONAL TRADE-IN

The City of Cody may choose, at its sole discretion, to trade-in a **2008 John Deere 624J Front-End Wheel Loader, SN# DW624JZ620247.** Trade-in shall be in "AS IS" condition at the time of the bid opening. This loader will be available for inspection, upon request, at the Cody City Shop located at 119 19th Street between the hours of 8:00 AM and 3:00 PM Monday through Friday. Bidder shall state the amount of allowance to be deducted from the bidder's proposal on the attached Bid Proposal Form should the City of Cody select this option.



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of

all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; Pushbeam, NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Extended Warranty Price Matrix

Print

Export To Excel

Purchase Options
(/ewCnFHome)

Quote

Request Options

Reports

View: Construction & Forestry

4WD Loaders

Machine Family

624 P

Machine Model

Extended Warranty

Coverage Type

Governmental

Application

Comprehensive

Coverage Option

Currency Code: USD

Hours Month	24 Month	36 Month	48 Month	60 Month	72 Month	84 Month
1000	1021	1591	3421	3920	NA	NA
1500	1242	1655	3735	4442	NA	NA
2000	1466	1719	4048	4964	NA	NA
2500	1719	2071	4304	5565	NA	NA
3000	1968	2426	4573	6160	6813	NA
4000	2170	3236	5469	6752	7460	8240
5000	2400	4301	6224	7396	8170	9031
6000	4976	7642	8794	11732	12967	14330
7000	6192	9559	12250	14528	16055	17744
7500	6509	10052	14199	16042	17728	19594
8000	6826	10538	16154	17556	19399	21440
9000	8020	12100	17655	19604	21668	23940
10000	9165	13844	20205	23556	26032	28768
12000	11466	17338	25309	31466	34762	38429

Extended Warranty Price Matrix

[Print](#)
[Export To Excel](#)

Extended Warranty
 (/ew/CnFWarranty/exportExcel)
 Hi Tony Steen

[Purchase Options](#)
 (/ewCnFHome)

[Quote](#)
[Request Options](#)
[Reports](#)

View: **Construction & Forestry**

4WD Loaders

Machine Family

624 P

Machine Model

Extended Warranty

Coverage Type

Governmental

Application

Power Train And Hydraulics

Coverage Option

Currency Code: USD

Hours Month	24 Month	36 Month	48 Month	60 Month	72 Month	84 Month
1000	644	1005	2160	2480	NA	NA
1500	784	1044	2356	2807	NA	NA
2000	925	1088	2557	3133	NA	NA
2500	1082	1309	2720	3514	NA	NA
3000	1242	1533	2884	3895	4301	NA
4000	1370	2039	3453	4260	4711	5207
5000	1517	2714	3930	4666	5159	5700
6000	3136	4826	5549	7412	8186	9047
7000	3908	6032	7735	9172	10135	11197
7500	4109	6343	8964	10125	11191	12365
8000	4304	6650	10196	11082	12247	13530
9000	5060	7636	11143	12375	13677	15111
10000	5786	8736	12752	14868	16432	18157
12000	7242	10941	15981	19853	21940	24247

Deere 624 P Product Description

Code	Description
6041DW	624 P Wheel Loader
183E	JD Link
259	English
351	Translated Text Labels
400	Standard Loader
451	Standard Z Bar
613	Level 3 Trim - Flat Black Exhaust - 140 Amp Alternator - 30 Amp Converter - LED Work and Drive Lights - Ride Control - Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension - Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port
659	Level 4 Performance - Locking Front Differential - Locking Rear Differential - Auto Diff Lock - Throttle Lock - Wheel Spin Control 5-Speed Powershift Transmission with Lock-up Torque Converter
951	Rear Camera - Primary Display
1100	Less Radar Detection System
1301	Left Side Steps
2201	Less Payload Scale and Counter
4095	John Deere 6.8L - FTV Engine
5117	Michelin XSnoPlus - 20.5R25 L2 1 Star Radial Tires w/ 3 piece Rims
5554	Full Coverage front and rear fenders w/ mudflaps
6522	Rear Counterweight & Rear hitch w/ pin
7025	Single Axis Lever Controls
7054	Three Function Hydraulics
7404	Hyd Coupler - HIVis
7465	Less Cutting Edge Segments and Teeth
7500	Less Fork Frame
7700	Less Tines
7800	JRB 4-1 Bucket
8295	Heated and Powered Exterior Mirrors
8500	Cold Weather Package -Block Heater - Hydrau XR Hydraulic Oil (provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F)) Hyd Oil Tank Heater
8501	Debris Package - Automatic Reversing Hydraulic Fan - Cab Fresh Air Precleaner - Engine Air Intake System with Centrifugal Precleaner
8502	Maintenance and Service Package - Engine Compartment Light, Environmental Drains
8505	Guards - Transmission and Bottom
8508	Auxiliary Equipment Package - Beacon Light (Amber) - Seat Belt Indicator Beacon Light (Green) - Fire Extinguisher - Slow Moving Vehicle Emblem - License Plate Bracket
BYT11547	Strobe Beacon with Mounting Brackets

**JOHN DEERE**

**Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA#

PA Revision#

U9403851

Original

Customer Name: CITY OF CODY PUBLIC WOR

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) CITY OF CODY PUBLIC WORKS DIV			
STREET or RR 1338 RUMSEY AVE			
CITY CODY	STATE WY	ZIP CODE 82414	COUNTY Park
PHONE NUMBER 307-527-7511		EMAIL ADDRESS	
REWARDS #			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Honnen Equipment Co.		Dealer Account No. : 170497	
STREET or RR 150 Salt Creek Highway			
CITY Mills	STATE WY	ZIP CODE 82644	Phone Number 307-266-4474
Date Of Order: Feb 03, 2023			
Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 49 Highways & Streets	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County PARK	Use State/Province WY	COUNTY CODE 29	
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials)			
QTY	WARRANTY OPTION	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x	JOHN DEERE 624 P-Tier Wheel Loader			\$ 264,243 76
1	x	BYT11547 Strobe Beacon with Mounting Brackets			\$ 493 89
- DECLINED :John Deere Extended Warranty :					
1	x	JRB MANUFACTURING 4 in 1 Bucket	0		\$ 22,887 78
- DECLINED :John Deere Extended Warranty :					
(1) TOTAL CASH PRICE					\$ 287,625 43

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2008 JOHN DEERE 624J	6701	DW624JZ620247	\$ 57,000 00
COMMENTS:				
(2) TOTAL TRADE-IN ALLOWANCE				\$ 57,000 00
(3) TOTAL TRADE-IN PAY-OFF				\$ 0 00
(4) BALANCE				\$ 230,625 43
(5) DOC FEE				\$ 0 00
(6) SUBTOTAL				\$ 230,625 43
(7) RENTAL APPLIED				\$ 0 00
(8) CASH WITH ORDER				\$ 0 00
(9) BALANCE DUE (6-(7 & 8))				\$ 230,625 43



ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials)

and understands its terms and conditions.

Purchaser (First Signer)	CITY OF CODY PUBLIC WORKS DIV	Signature		Date	
Purchaser (Second Signer)	 	Signature		Date	
Dealer Representative	Honnen Equipment Co.	Signature		Date	
Salesperson	STEEN, TONY	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 	Purchaser Signature
---------------------------------	---	---------------------



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1192

THIS CERTIFIES THAT:

HONNEN EQUIPMENT CO OF WYOMING, 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 MARCH TWO THOUSAND AND 23

A handwritten signature in black ink, appearing to read "Michele Johnson", written over a horizontal line.

Michele Johnson, Program Manager

EXPIRATION DATE: 3/1/2024



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0203202326



CITY OF CODY
WYOMING

Cindy Baker <cindyb@codywy.gov>

Permit for 8/24

Brian Walker <brian@codycraftbrewing.com>
Reply-To: Brian Walker <brian@codycraftbrewing.com>
To: Cindy Baker <cindyb@codywy.gov>

Mon, Jul 17, 2023 at 9:42 AM

Hello Cindy,

I've been chatting with someone with the Yellowstone Beerfest team and they mentioned that they only signed up to serve beer at 6 of the 8 Concerts in the Park and we'd like to setup for the last show on the 24th of August (same area as they setup). We'd be donating a portion of proceeds back to Yellowstone Beerfest's charity. My question is...

Do we need anything, other than the 24 hour permit from the city, to be in compliance? Given the fact this is city land, I figured I'd reach out and check.

Thank you kindly,
Brian

--

Brian Walker | Founder
Cody Craft Brewing
[1732 Sheridan Ave, Cody WY 82414](#)
PO Box 432, Cody WY 82414
p: 307.250.3748
e: brian@codycraftbrewing.com



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Andy Quick or Nathan Denforth

Organization Represented Wild West Paddle Club

Date you wish to appear before the Council 8/1/23 (Next Council Meeting)

Email Address ajquick_9@hotmail.com Telephone 307-899-3900

Names of all individuals who will speak on this topic Andy Quick or Nathan Denforth

Event Title (if applicable) Wild West River Fest 2023

Date(s) of Event (if applicable) 8/12 - 8/13

Location of Event (if applicable) City park - 8/12

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) The Wild West Paddle Club is a 501(c)(3) non-profit organization that teaches paddlesports to kids age 11-18. We host the Wild West Riverfest each August. The Event includes a Slalom Kayak race, Boatcross and downriver race along with a concert in City Park the evening of 8/12. All events are free to spectators, as is the concert. Fundraising is done through beer sales at the concert, as well as a raffle. We are requesting a malt beverage and/or open container permit for 8/12

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

Signature [Signature] Date 7/20/23

P.S.: We plan to have 1-2 Food Truck vendors at City Park, but do not require any road closures.



City of Cody Agenda Request Form



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Name of person to appear before the Council EJ House

Organization Represented Cody Chamber of Commerce

Date you wish to appear before the Council 08.01.2023

Email Address ej@codychamber.org Telephone 307.587.2777

Names of all individuals who will speak on this topic EJ House

Event Title (if applicable) Halloween Trick-Or-Treat

Date(s) of Event (if applicable) 10.31.2023

Location of Event (if applicable) Sheridan Ave 11th St - 14th St

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

Request Sheridan Avenue street closure for Annual Trick-Or-Treat event. Needed for safety of attendees.

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

Signature EJ House

Digitally signed by EJ House
Date: 2023.07.14 15:37:07 -06'00'

Date 07/14/2023



WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

Event Name Halloween Trick or Treat Event Date 10/31/23
Type of Event: Business hosted Trick or Treat
Event Director or Organizer EJ House Telephone 307.587.2777
Address 836 Sheridan Ave Cody, WY 82414 Email ej@codychamber.org
Club Affiliation or Sponsor Cody Chamber of Commerce Estimated Number of Participants 1500

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

I (we) Cody Country Chamber of Commerce hereby make application for a special permit upon the right-of-way of:

highway Sheridan Avenue between milepost 11th St and milepost 14th St
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
on 10.31.2023 between 4pm and 6pm
Date Time Time

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

EVENT DESCRIPTION (Attach event map): _____
Closure of Sheridan Avenue for adult and child safety during annual trick or treating event.

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

WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

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

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

EJ House

Name (Please Print)

EJ House

Signature

07/14/2023

Date (Minimum of 60 days prior to event)

836 Sheridan Ave

Address

Cody, WY 82414

City, State and Zip

307.587.2777

Telephone

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

Approved by city or town if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

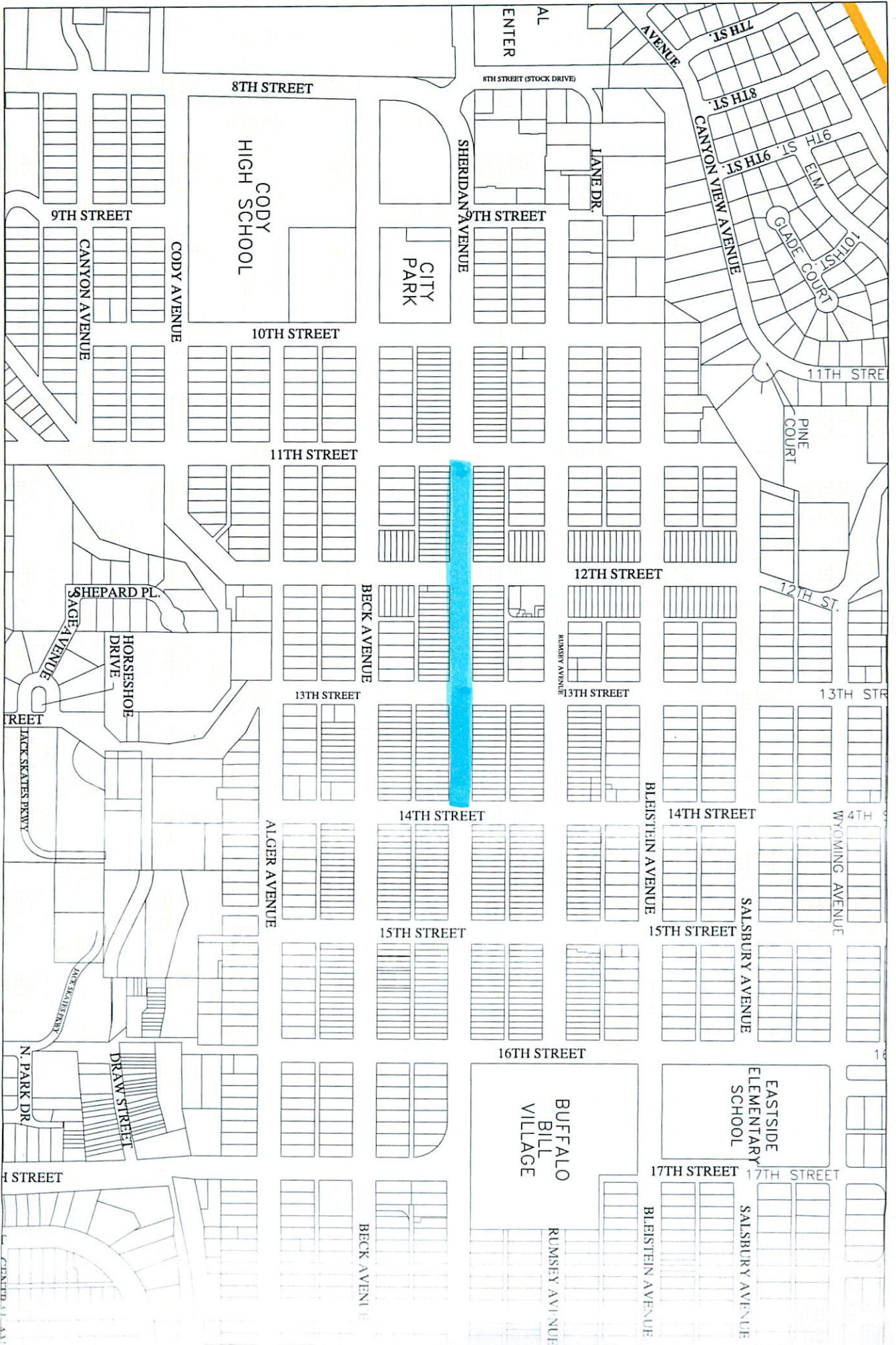
Date

Address

City, State and Zip

Telephone

Halloween 2023





City of Cody Agenda Request Form



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

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

Name of person to appear before the Council E.J. House

Organization Represented Cody Events Planning Committee

Date you wish to appear before the Council August 1, 2023

Email Address ej@codychamber.org Telephone 307.587.2777

Names of all individuals who will speak on this topic E.J. House

Event Title (if applicable) Cody Cowboy Christmas

Date(s) of Event (if applicable) Saturday, November 25, 2023

Location of Event (if applicable) Sheridan Ave (9th Street to 14th Street) (see details below)

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

Christmas Stroll and parade street closure request for Sheridan Ave (9th street to 14th street intersection),

9th Street (Sheridan ave to Beck ave intersection), and Beck Ave (8th street to 10th street intersection).

Time/Date: 4-8pm on November 25

Events include: parade at 6pm, children's activities, warming barrels, Advent service, caroling

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

Cindy Baker

Signature EJ House

Digitally signed by E.J. House
Date: 2023.07.14 15:41:39 -06'00'

Date 07/14/2023



WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

Event Name Cody Cowboy Christmas Event Date 11/25/23
Type of Event: Lighted Parade and Stroll
Event Director or Organizer Cody Chamber Telephone 307.587.2777
Address 836 Sheridan Ave Cody, WY 82414 Email ej@codychamber.org
Club Affiliation or Sponsor Cody Events Committee Estimated Number of Participants 600

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

I (we) The Cody Country Chamber of Commerce hereby make application for a special permit

upon the right-of-way of:

highway Sheridan Avenue between milepost 9th St and milepost 14th St
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
on Saturday, November 25, 2023 between 4:00pm and 8:00pm
Date Time Time

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

EVENT DESCRIPTION (Attach event map): _____

Christmas Stroll, street closure request from 4pm-8pm on November 25, 2023

warming barrels, Advent service, caroling

Closure needed for parade and safety of attendees

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

WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

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

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

EJ House

Name (Please Print)

EJ House

Signature

7.14.23

Date (Minimum of 60 days prior to event)

836 Sheridan Ave

Address

Cody, WY 82414

City, State and Zip

307.587.2777

Telephone

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

Approved by city or town if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

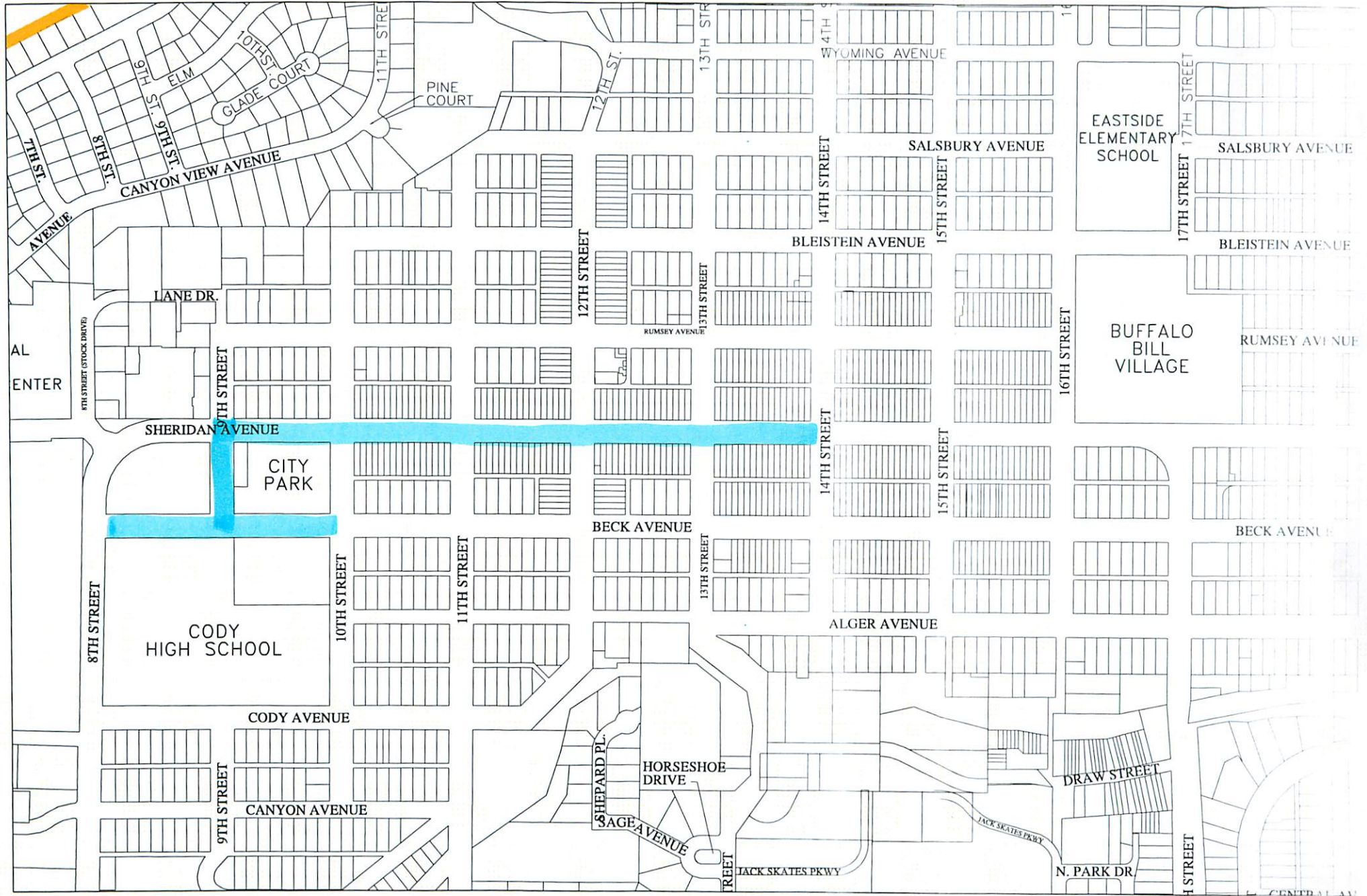
Date

Address

City, State and Zip

Telephone

CHRISTMAS PARADE 2023



DRAFT AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the First day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Cody
1338 Rumsey Ave
Cody, WY 82414-3713

and the Contractor:
(Name, legal status, address and other information)

Casper Tin Shop
511 Durango Ct
Casper, WY 82609
WY Contractor License #1788
SAM #: PDBTHFH2JQY3

for the following Project:
(Name, location and detailed description)

Cody City Hall HVAC Renovations
1338 Rumsey Ave
Cody, WY 82414-3713
Project involves work and materials required to replace five (5) packaged roof-top HVAC Units

The Architect:
(Name, legal status, address and other information)

Associated Construction Engineering, Inc. (A.C.E., Inc.)
12 N. Broadway
Belgrade, MT 59714
A.C.E., Inc is not an architect, but is the engineer of record. For the purpose of this contract, A.C.E., Inc. will hereby be identified as the Architect.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date
C1.0	Project Cover	April 5, 2023
M1.0	Mechanical Cover Sheet	April 5, 2023
M1.1	Mechanical Roof Demolition Plan	April 5, 2023
M1.2	Mechanical Roof Remodel Plan	April 5, 2023
E1.0	Electrical Cover Sheet	April 5, 2023
E1.1	Electrical Main Level Plan	April 5, 2023
E1.2	Electrical Roof Plan	April 5, 2023

Specifications:

Section	Title
000101	PROJECT TITLE PAGE
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
01700	CLOSEOUT PROCEDURES
230000	MECHANICAL GENERAL REQUIREMENTS
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
230553	IDENTIFICATION FOR HVAC EQUIPMENT
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
231123	FACILITY NATURAL-GAS PIPING
233300	AIR DUCT ACCESSORIES
237416.11	PACKAGED, SMALL-CAPACITY ROOFTOP AIR-CONDITIONING UNITS
260000	ELECTRICAL GENERAL REQUIREMENTS
260050	FIRESTOPPING
260501	ELECTRICAL DEMOLITION
260519	LOW-VOLTAGE POWER CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING FOR ELECTRICAL
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260534	CONDUIT
260537	BOXES
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
262726	WIRING DEVICES

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
One	April 7, 2023	1
Two	April 12, 2023	2

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

- .5 other documents, if any, identified as follows:

None

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[« X »] Not later than(150) calendar days from the date of commencement.

[« »] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

\$ 127,585.00

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
HVAC Equipment	\$98,523
HVAC Installation	\$13,912
Electrical Equipment	\$3,375
Electrical Installation	\$6,575
TAB	\$5,200

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: NONE
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: NONE
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows: NONE
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Payment terms are net 30 days from receipt of engineer approved pay application. The City of Cody will retain 5% of each invoiced amount until final and satisfactory completion of the project is achieved. Materials may be invoiced once received and stored in a bonded and insured warehouse. Labor can be invoiced throughout contract term as work progresses.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$1,000,000 aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect. The Architect grants to the Owner a license to use the documents prepared by the Architect for this project.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Pursuant of Section 16-6-116 of the Wyoming Statutes, final and full payment shall be made to the Contractor under the price terms of the Contract Documents no later than the 41st day after the first publication date of notice of acceptance of the completed work hereunder. Further, the Contractor shall execute and file with the Clerk of the Owner the sworn statement required by Section 16-6-117 of the Wyoming Statutes as a condition precedent to receiving final payment from the Owner.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1

“Owner does not waive its governmental immunity by entering into this Contract. Owner specifically reserves the immunities, limitations and defenses provided under the Wyoming Governmental Claims Act and Wyoming law, and reserves the right to assert governmental immunity as a defense to any action arising under this Contract.« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*

Matt Hall, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Jason LeDoux, Owner

(Printed name and title)

LICENSE NO.:

JURISDICTION:

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of Cody, Wyoming, a municipal corporation, SELLER, for and in consideration of the sum of One Hundred and no/100 Dollars (\$100) lawful money, paid by Cody Broncs Youth Football, Inc., a Wyoming non-profit corporation, BUYER, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said BUYER, the following youth football equipment:

- 29 football helmets
- 140 shoulder pads
- 89 pants
- Yardage and first down markers
- 24 footballs
- 2 football tees
- 36 mouth guards

Such property is delivered from SELLER and accepted by BUYER in its "as is, where is" condition without warranty of any kind.

IN WITNESS WHEREOF, the parties have set their hands hands this ____ day of August, 2023.

MATT HALL, MAYOR

ATTEST: _____
Cynthia D. Baker, Administrative Services Officer

CODY BRONC YOUTH FOOTBALL, INC.

By:_____

NOTICE OF APPLICATION FOR A
NEW BAR & GRILL LIQUOR LICENSE

Notice is hereby given that on the 3rd day of July, 2023, WITHAWD LLC filed an application for a new bar & grill liquor license in the office of the clerk of the City of Cody for the following described place: 1302 Sheridan Ave., Cody, WY 82414. Protests, if any there be, against the issuance of the license will be heard at the hour of 7:00 pm, or as soon thereafter as practical, on the 1st day of August in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: July 5th, 2023

Cynthia D. Baker
Administrative Services Officer

PUBLISH: July 20 and July 27, 2023

AGENDA ITEM SUMMARY REPORT

Consider Issuance of New Bar & Grill License

ACTION TO BE TAKEN:

Consider approving a new Bar & Grill License for WITHAWD LLC dba Tossers located at 1302 Sheridan Ave for the period ending 7/31/2024 with contingencies.

SUMMARY OF INFORMATION:

Effective July 1, 2023 the Wyoming State Statute will change which will authorize the City of Cody up to 10 Bar & Grill Licenses to be issued, which would give the City of Cody four (4) additional licenses to consider issuing. An application from WITHAWD LLC was received for a Bar & Grill License for 1302 Sheridan Ave. Per State Statute upon receiving an application for any unissued licenses, the City Clerk publishes a notice to conduct a Public Hearing.

FISCAL IMPACT

If application for the bar & grill liquor license is approved the city would receive \$5,000 or a prorated fee based on actual date of issuance.

ALTERNATIVES

1. Approve the application and issue a bar & grill license
2. Deny the application at this time
3. Table the application for consideration at the next Council meeting

ATTACHMENTS

1. Applications for new Bar & Grill liquor licenses

AGENDA & SUMMARY REPORT TO

WITHAWD LLC – Ryan @revcody.com

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Mgr:

To be completed by City/County Clerk

License

Fees

Annual Fee:

\$

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$

168.00

Publishing Fee Direct Billed to Applicant: ☐

License Term:

Month

Day

Year

Through

Month

Day

Year

Local License #:

Date filed with clerk:

Advertising Dates: (2 Weeks)

7/20/23

&

7/27/23

Hearing Date:

License Term: 1 / 1 / 2023 Through 7 / 31 / 2024

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

Applicant: Withawd, LLCTrade/Business Name (dba): Tossers Pizza & BeerBuilding to be licensed/Building Address: 1302 Sheridan Ave

Number & Street

Cody

City

WY

State

82414

Zip

Park

County

Local Mailing Address:

1314 Sheridan Ave

Number & Street or P.O. Box

Cody

City

WY

State

82414

Zip

Local Business Telephone Number: (307) 587-5550

Fax Number: ()

Business E-Mail Address: Ryan@revcody.com**FILING FOR**☒ NEW LICENSE☐ TRANSFER OF LOCATION☐ TRANSFER OWNERSHIP**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Cody☐ COUNTY OF: _____☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

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

(specify months of operation)

from Jan 1 to Dec 31☐ SEASONAL/PART-TIME

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

from Mon to Sun☐ NON-OPERATIONAL/PARKED

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

from 11:00 am to 9:00 pm

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 11 paragraph 3 of lease.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph #1019 of lease.(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

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

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

☒ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

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

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

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

9. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

☐ YES☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

☐ YES☐ NO

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

☐ YES☐ NO

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

☐ YES☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

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

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

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

☐ YES☐ NO

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ryan Selk	9/10/73			6 mo	33%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Erynne Selk	1/14/75			6 mo	33%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Eric Swope	12/28/71			6 mo	33%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Tark) SS.

Signed and sworn to before me on this 3rd day of July, 2023 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Ryan Selk</u> (Signature)	<u>Ryan Selk</u> (Printed Name)	<u>Member</u> Title
2)	<u>Erynne Selk</u> (Signature)	<u>Erynne Selk</u> (Printed Name)	<u>Member</u> Title
3)	<u>Eric Swope</u> (Signature)	<u>Eric Swope</u> (Printed Name)	<u>Member</u> Title
4)	 (Signature)	 (Printed Name)	 Title
5)	 (Signature)	 (Printed Name)	 Title
6)	 (Signature)	 (Printed Name)	 Title

Witness my hand and official seal: Dorara J. Purcell
Signature of Notary Public

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 12186

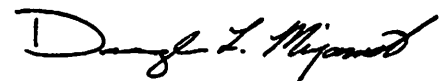
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 1/2/2024

**WITHAWD LLC DBA TOSSERS
1302 SHERIDAN AVE
CODY, WY 82414**

**WITHAWD LLC DBA TOSSERS
RYAN SELK
1314 SHERIDAN AVE
CODY, WY 82414**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**



July 5, 2023

To:

The City of Cody
1338 Rumsey Ave
Cody WY 82414

Re: Application for Liquor License

To whom it may concern:

Withawd, LLC DBA Tossers has an active open checking account with Pinnacle Bank. The applicant is in good standing with the bank and considered financially sound for purposes of their respective license application. Please contact me at 307-527-7186 with any questions or for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Gowney", written over a horizontal line.

Garrett Gowney
Vice President
Commercial Loans



MEMBER FDIC

LEASE AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of May, 2023, by and between The Way West Management Company, LLC, a Wyoming Limited Liability Company, (referred to as "Lessor"), and WITHAWD, LLC dba TOSSERS (referred to as "Lessee").

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

1. **DESCRIPTION OF PREMISES.** Lessor agrees to lease to lessee the premises known as 1302 Sheridan Ave., Cody, WY 82414, within the premises located at Lots 13, 14, 15 and 16 in Block 10, Original Town (now City) of Cody, Park County, Wyoming.
2. **PURPOSE.** Lessee shall use the demised premises for the purpose of operating a restaurant and pizza delivery business and shall conduct the business during all usual working hours for related business activities. Lessee shall comply with all governmental regulations affecting the operation of the demised premises in this manner.
3. **TERM OF LEASE.** This lease shall begin on May 1, 2023. The term of this lease shall be ten years, with an option to renew by agreement of the parties.
4. **RENT AND DAMAGE DEPOSIT.** The monthly rent shall be payable in monthly installments of \$2000.00 for the first two years beginning May 1, 2023, \$2,250.00 per month for the third year, and \$2500.00 per month for years four through ten. Monthly rent is payable on the fifteenth (15th) day of each month. A security/damage deposit of \$2,000.00 is due and payable by October 1, 2023.
5. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** Lessee may, at any time during the lease term, make alterations, additions, or improvement in and to the demised premises and the building with consent of lessor.

Any alterations, additions, and improvements done with the consent of lessor on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of lessor, except that all movable trade fixtures installed by lessee shall be and remain property of the lessee.
6. **LESSOR'S OBLIGATION OF MAINTENANCE AND REPAIR.** Lessor shall keep all heating and cooling systems as well as the exterior including walls, window glass, and the roof of the demised premises in good repair during the term of this lease. In case the premises are damaged by fire or other unavoidable casualty to the extent that the premises are unfit for occupation and use, an abatement of the rent at a proper pro-rated daily amount, until the premises are properly repaired by lessor. If, however, lessor shall not elect to repair the premises, then this lease shall terminate at the time of the damage, at the option of lessee.

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

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

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

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

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

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

- (a) Lessee may sell alcoholic and malt beverages, provided that required permits, licenses and insurance are obtained.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Way West Management Company, LLC

1314 Sheridan Ave., Cody, Wyoming 82414

Lessee:

WITHAWD LLC, dba TOSSERS
1314 Sheridan Ave.
Cody, WY 82414

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

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

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

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

LESSOR:

The Way West Management Co., LLC

Ryan Selk
Ryan Selk, Member

Erynne Selk
Erynne Selk, Member

LESSEE:

WITHAWD, LLC/dba TOSSERS

Ryan Selk
Ryan Selk, WITHAWD, LLC, Member

Erynne Selk
Erynne Selk, WITHAWD, LLC, Member

Eric Swope
Eric Swope, WITHAWD, LLC, Member

Liquor License Application Addendum
Background Information Disclosure

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

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

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

Individual: each individual on the application

Partnership: each partner

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

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

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

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

Liquor License Applicant Name:

WITHAWD, LLC

Individual Name:

TOSSERS

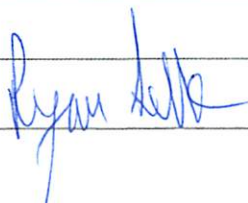
Date:

7/3/2023

Date

Offense

Signature:



Liquor License Application Addendum
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- Selling / Distributing / Furnishing alcohol to underage individuals;
- violations of any laws, regulations or ordinances pertaining to the sale, distribution or furnishing of alcohol.

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

Individual: each individual on the application

Partnership: each partner

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

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

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

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

Liquor License Applicant Name:

Individual Name:

Date:

Date

Offense

WITHAWD, LLC
TOSSERS
7/3/2023

Signature:

Eric Snipe

Liquor License Application Addendum
Background Information Disclosure

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

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

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

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

Liquor License Applicant Name:

Individual Name:

Date:

Date

Offense

_____	_____
_____	_____
_____	_____
_____	_____

Signature: _____

WITHAND, LLC
TOSSERS
7/3/2023



TOSSERS

PIZZA & BEER

I. EXECUTIVE SUMMARY

A. Mission Statement

1. TOSSERS is community and customer focused, offering a classic pizza recipe in a contemporary restaurant. TOSSERS is dedicated to providing a strong positive customer experience and collaborating with local groups for the betterment of the community.

B. Pizza on the Run was established in Cody in 1984 by entrepreneur, Harold Kaiser. Pizza on the Run Cody was purchased along with the building located at 1302 Sheridan Avenue (the old Cody Trading Co./Woolworth's building) by entities owned by partners Ryan Selk, Erynne Selk and Eric Swope (Erynne's brother who works and resides in CO) in January 2023.

1. The pizza recipe (which has a strong local following) was purchased with the restaurant, however the new owners were contractually obligated to change the name. TOSSERS' logo and branding was completed by local company "TLT/SHFT". The branding is essential to the mission statement and goals of the restaurant, not to mention a clever play off of the Yellowstone National Park "beware of bison" brochure image.

C. TOSSERS was established in January 2023. The location, business and menu were previously "Pizza on the Run" (a Park County pizza "institution" for almost forty years). New name dba "TOSSERS" was formed under WITHAWD, LLC in January 2023. The restaurant was never closed. TOSSERS remained open during the name transition.

1. WITHAWD, LLC members are Ryan Selk, Erynne Selk and Eric Swope. Ryan Selk is CEO and human resources (has a business degree). Erynne Selk is interior design and promotions. Eric Swope is CFO (works as a stockbroker/financial advisor at Raymond James).

D. TOSSERS currently employs a manager who has been with the restaurant for over four years and seven staff members (four have been working for this manager for over four years). TOSSERS plans to employ two to three more full time staff within the next two years and add seasonal employees as needed.

E. Located at 1302 Sheridan Avenue for approximately 30 years, this pizza restaurant has a historic location on the corner of Sheridan Ave. and 13th Street in downtown Cody. The restaurant is 2822 square feet currently (with potential to expand below and above) and has an incorporated kitchen and two restrooms available to patrons. The building is approximately 28,000 square feet total and the owners have plans to renovate and expand into a downtown destination location! (See attached aerial photos).

F. TOSSERS offers fifteen plus pizzas, wings, appetizers, salads, non-alcoholic beverages. The menu is simple and established. TOSSERS recently added beer and seltzers to their offerings. (See attached menu.)

- G. The Selks have good relationships with all local financial institutions and are in good standing. Pinnacle Bank financed the purchase of the building, which included the business "Pizza on the Run". The restaurant/business is paid off.
1. All owners were born and raised in Cody. All three owners were on Cody High School sports teams and have a deep appreciation for sports, music, art and all activities that bring people together.

II. MARKET ANALYSIS

A. Industry Description and Outlook:

1. TOSSERS is comprised of delivery, take-out and dine in business. Delivery and take-out have in the past, comprised nearly 90% of the total income until the interior of the restaurant was recently upgraded. Since the upgrade in the last two months, TOSSERS has already reported increased growth of 30% in dine-in business.

B. Target Market:

1. Pizza on the Run was a time tested, successful, established business. Because the pizza recipe is not changing, TOSSERS is poised for success. This business is almost forty years successful- we just changed the name of the restaurant. The summer season supports most businesses in this small town, as Cody is driven economically by tourism. TOSSERS' business plan incorporates growing the local business in the winter by catering to locals. The TOSSERS customer is EVERYONE.
 - a. TOSSERS will offer off-season pricing and loyalty programs to the local community.
 - b. TOSSERS will partner with Sleeping Giant Ski in promotions (which is already in the planning phase), high school and club sports/arts/music programs, local hockey/ice skating/pickle ball clubs (which are already in the planning phase).
 - c. TOSSERS will cater to young adults and teens with a fun family atmosphere by incorporating video games and pinball (already installed) as well as several big screen tv's (already installed).
 - d. TOSSERS is currently working with the Park County Archives in hosting events open to the public to highlight the history of the downtown area. Dates have been set.
 - e. Pizza on the Run has always supported several groups in the community by donating pizzas and offering promotions (Bright Futures Mentoring, Soroptimists, Celebrities for a Cause, Cody Country Car Show to name a few). TOSSERS is honoring those relationships and is already supporting new non-profits and events.
 - f. TOSSERS is a venue for the upcoming Yellowstone Songwriter Festival September 2023, which brings in hit Nashville songwriters and rising star songwriters to Cody for three days. This world class event drives business to the downtown area. The intention is to become a recurring venue each year.

- g. Locals have asked that TOSSERS host parties and corporate events as well. A bar and grill license would certainly facilitate these types of engagements.

C. Competitive Analysis:

1. Competition is Domino's Pizza, Pizza Hut, Millstone Pizza, WYO Dough. Where TOSSERS differs is in the plan to elevate the dining experience exponentially with a modern clean family pub look and modern way of doing business by engaging heavily with local sports events, arts and music. The building can accommodate a great deal of growth and the owners intend to develop this commercial location into a corner destination that will facilitate entrepreneurial and retail growth. Our restaurant will be open for lunch and dinner with no age restrictions to dine. It will be friendly, lively and enjoyable- a clean sports bar/grill suitable for all. TOSSERS differs in that it is not primarily delivery or take-out. TOSSERS differs in that the restaurant has been sustained for approximately thirty years in this exact location with no upgrades. TOSSERS has already upgraded the interior of the space with new paint, lighting, new exterior signage and a clear brand identity. TOSSERS future plan is to create an outdoor activity space/patio in the future and because the owners of the restaurant own the building, the possibilities to renovate into a phenomenal space will not be hindered.
 2. TOSSERS has the Pizza on the Run recipe- the local following is proven. The customer base is built. Completing the dine in experience with a contemporary bar is the next step. This restaurant is not for bar hoppers, but for those that enjoy a casual environment to catch their favorite NHL team playing or the Super Bowl, PGA tour. If it's televised, we will broadcast it! There is no reliable place for this type of viewing currently. The owners have compiled and researched several restaurants with their vision- there is nothing like it currently in Cody. TOSSERS has no foreseeable barriers to achieve the vision.
- D. Regulatory restrictions- none. TOSSERS is handicap accessible at both entrances, has been in business (as Pizza on the Run) for approximately thirty years in this exact location.

III. Company Description

- A. TOSSERS is successful as it is the new "Pizza on the Run Cody" that has been successful for just under forty years. And moving into the current location The pizza recipe has a dedicated following and has an enormous local "fan base". TOSSERS is filling a niche with the pizza recipe being the local favorite, but the intention is to bring more people together within a modern and lively dining space, hosting playoff parties and offering a gathering space for local pre-game and post-game get togethers. The recipe gives TOSSERS a competitive advantage. TOSSERS will have an upscale look with a friendly, casual feel. In Cody, young adults and families have limited options. This space will attract those customers and retain its current customer base.

IV. Organization and Management

- A. Owners/Members are Ryan Selk, Erynne Selk (general managers) and Eric Swope (CFO). Ryan Selk is CEO and human resources (has a business degree from University of Wyoming). Erynne Selk is interior design and promotions (has a degree in communication from University of Wyoming). Eric Swope is CFO (has a finance degree from Idaho State). The current restaurant manager has been with the restaurant for over four years and plans to stay. She has input in day to day operations and the menu, hires staff, orders and inventories. Four staff members have been on staff for over four years and her seasonal staff are primarily return staff.

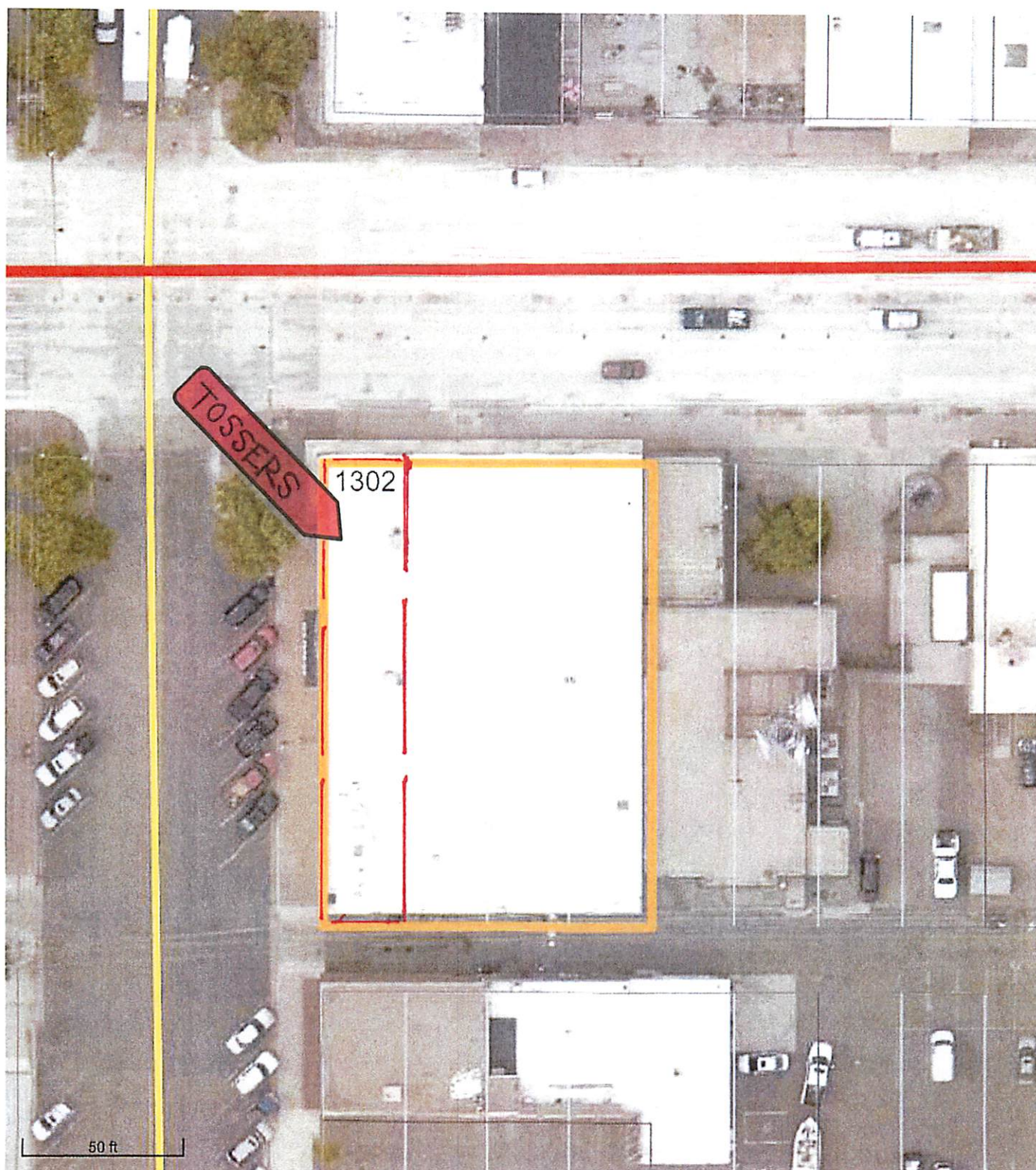
V. Marketing Strategy

- A. Marketing plan is established and in full swing. TOSSERS website is nearly complete and will offer online ordering. TOSSERS interior menu and exterior signage was developed by local company "TLT/SHFT" and executed by local company "Applied Graphics". This restaurant will always go local first and support local businesses. The social media presence is established and continues to grow. The logo and branding already has a huge following and our t-shirt, hoodie and hats are selling and were even pre-ordered. TOSSERS will also offer QR code ordering from the table.

VI. Pro Forma Financials

- A. See Attached.

Park County Wyoming MapServer



Rivers, Creeks, Lakes

2020 Aerial Photography (hi res, limited areas)

Highways

County Roads

Incorporated Towns



Park County Wyoming MapServer



- ✓ Rivers, Creeks, Lakes
- 2020 Aerial Photography (hi res, limited areas)
- ~ Highways
- ~ County Roads
- ~ Incorporated Towns





TOSSERS

PIZZA & BEER

GLUTEN-FREE CRUST IN MEDIUM
CAULIFLOWER CRUST IN SMALL

HOMEMADE DOUGH - FRESH DAILY

PIZZAS

MONSTER (LOCAL FAVORITE)

PEPPERONI, CANADIAN BACON, ONION,
MUSHROOM, GREEN PEPPER, BLACK OLIVE,
SAUSAGE, ITALIAN SAUSAGE, FRESH TOMATO

LG: \$27.99 MD: \$23.99 SM: \$16.99 IN: \$7.99

TACO (LOCAL FAVORITE)

GROUND BEEF, REFRIED BEANS, CHEDDAR
CHEESE, THEN TOPPED WITH FRESH
LETTUCE, TOMATO, ONION AND CHEDDAR
CHEESE. SALSA ON THE SIDE

LG: \$27.99 MD: \$23.77 SM: \$16.99 IN: \$7.99

CHICKEN TACO

CHICKEN, REFRIED BEANS, CHEDDAR CHEESE,
THEN TOPPED WITH FRESH LETTUCE,
TOMATO, ONION AND CHEDDAR CHEESE.
SALSA ON THE SIDE

LG: \$26.99 MD: \$23.77 SM: \$16.99 IN: \$7.99

BBQ CHICKEN

BBQ SAUCE, CHICKEN, ONION,
MOZZARELLA CHEESE

LG: \$26.99 MD: \$22.99 SM: \$16.99 IN: \$7.99

BIG FAT CHEESE

SLICED AMERICAN CHEESE, PARMESAN CHEESE,
AND MIXED CHEDDAR/MOZZARELLA CHEESE.

LG: \$26.99 MD: \$22.99 SM: \$16.99 IN: \$7.99

GHOSTBUSTER'S GARLIC

PEPPERONI, BEEF, MOZZARELLA/CHEDDAR
BLEND, AMERICAN SLICE CHEESE, GARLIC.
CHOICE OF RED OR WHITE SAUCE.

LG: \$27.99 MD: \$23.99 SM: \$16.99 IN: \$7.99

CHEESE LG: \$19.00 MD: \$16.30 SM: \$11.80 IN: \$5.39 *ADD ANY TOPPING BELOW (ADD'L CHARGE)

PEPPERONI, DOUBLE PEPPERONI, SAUSAGE, CANADIAN BACON, ITALIAN SAUSAGE, CHICKEN,
BEEF, BACON, ANCHOVY, ONION, FRESH TOMATO, GREEN PEPPER, MUSHROOM, PINEAPPLE,
GREEN CHILES, GREEN OLIVE, BLACK OLIVE, JALAPENO, PEPPERONCINI

COMBO

PEPPERONI, MUSHROOM, GREEN PEPPER, ONION,
SAUSAGE, ITALIAN SAUSAGE, MOZZARELLA CHEESE

LG: \$25.99 MD: \$21.99 SM: \$15.99 IN: \$6.99

JALAPENO POPPER

WHITE SAUCE, MOZZARELLA/CHEDDAR CHEESE
BLEND, JALAPEÑOS, BACON

LG: \$26.99 MD: \$22.99 SM: \$15.99 IN: \$6.99

STUFFED PEPPER

WHITE SAUCE, MOZZARELLA/CHEDDAR CHEESE
BLEND, GREEN PEPPERS, ONIONS, BEEF

LG: \$26.99 MD: \$22.99 SM: \$15.99 IN: \$6.99

VEGETARIAN

BLACK OLIVE, GREEN PEPPER, ONION,
MUSHROOM, FRESH TOMATO

LG: \$25.99 MD: \$21.99 SM: \$15.99 IN: \$6.99

HAWAIIAN

CANADIAN BACON, PINEAPPLE

LG: \$23.38 MD: \$19.28 SM: \$13.78 IN: \$6.37

SUPER HAWAIIAN

CANADIAN BACON, PINEAPPLE, ONION, BACON

LG: \$25.99 MD: \$21.99 SM: \$15.99 IN: \$6.99

PEPPERONI CHEESEBURGER

PEPPERONI, BEEF, ONION, TOMATO,
MOZZARELLA/CHEDDAR CHEESE BLEND, PICKLES

LG: \$26.99 MD: \$22.99 SM: \$16.99 IN: \$7.99

S.O.S.

SAUSAGE, ONION, SAUERKRAUT

LG: \$26.07 MD: \$21.27 SM: \$15.27 IN: \$7.36



TOSSERS

PIZZA & BEER

SALADS

GARDEN SALAD

\$8.99

FRESH LETTUCE, TOMATO, GREEN
PEPPER, ONION, PEPPERONI, CANADIAN
BACON, CHEDDAR CHEESE

CHICKEN SALAD

\$11.99

FRESH LETTUCE, TOMATO, GREEN PEPPER,
ONION, GRILLED CHICKEN, CHEDDAR CHEESE

DRESSING: RANCH, BLUE CHEESE, ITALIAN

DESSERT PIZZA

PINEAPPLE

\$9.99

TASTES LIKE A PINEAPPLE UPSIDE DOWN
CAKE, FROSTED WITH VANILLA FROSTING

CHOCOLATE CHIP

\$9.99

FROSTED AND TOPPED WITH VANILLA
FROSTING AND CHOCOLATE CHIPS

APPETIZERS

CHEESE BREAD

REGULAR \$9.99

GARLIC \$9.99

BACON \$10.99

ADD MARINARA FOR \$1.00

GARLIC BREADSTICKS

WITH MARINARA \$8.99

PEPPERONI ROLLS

\$4.99

STAFF FAVORITE

CHEESE ROLLS

\$4.99

STAFF FAVORITE

WINGS (6)

NASHVILLE HOT

\$9.99

GARLIC/PARMESAN

\$9.99

SUGAR/CINNAMON

\$9.99

DRINKS

WE SERVE PEPSI PRODUCTS AND DR PEPPER

BLACK TOOTH BREWERY

SINGLE

307 (AMERICAN LAGER) \$4.00

BOMBER MOUNTAIN (AMBER) \$4.00

HOT STREAK (AMERICAN IPA) \$4.00

SADDLE BRONC (ENGLISH BROWN) \$4.00

COPPER MULE (GINGER LIME) \$4.00

SELTZERS & TEA

VIZZY \$3.25

WHITE CLAW \$3.25

TWISTED TEA \$3.25

BEER

SINGLE

BUCKET (5)

MILLER LIGHT \$2.50 \$10.00

PBR \$2.50 \$10.00

COORS BANQUET \$3.00 \$12.00

COORS LIGHT \$3.00 \$12.00

BLUE MOON \$3.50 \$15.00

REDD'S-APPLE OR PEACH \$3.50 \$15.00

CORONA \$3.50 \$15.00

PACIFICO \$3.50 \$15.00

MODELO \$3.50 \$15.00

FLUFFY COW-HAZY IPA \$4.00

SIERRA NEVADA-PALE ALE \$4.00

COLD SMOKE-SCOTTISH ALE \$5.00



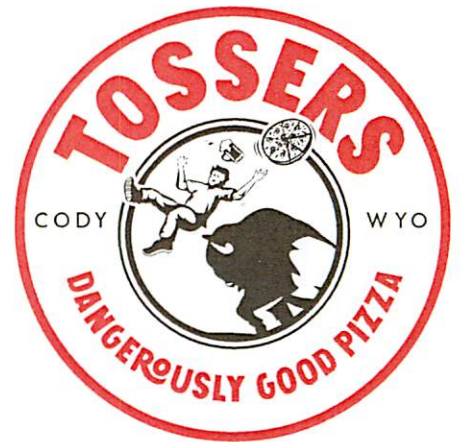
DT6100 Heather Olive



DT6100 Gardenia



BC3001- Dark Grey



Front logo 9.5 inches wide



OR 20050 - Military Green



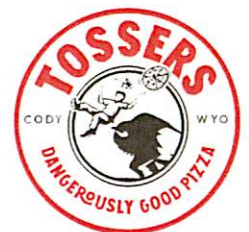
OR 20050 - Dark heather Grey



BC3001- Vintage White



Front logo 11 inches wide



Woven Patch at 2.5 inches

MEETING DATE: 8/1/2023

DEPARTMENT: ADMINISTRATION

PREPARED BY:

PRESENTED BY:

AGENDA ITEM SUMMARY REPORT

Cody 9-11 Stair Climb

ACTION TO BE TAKEN:

Consider a request from Karen Richard for a street closure around Coe Circle on September 11, 2023 from 9am to 11am in conjunction with a Cody 9-11 Stair Climb, contingent upon Buffalo Bill Center of the West and Cody Regional Health's approval of green space and parking area and proof of liability insurance

SUMMARY OF INFORMATION:

Karen Richard is organizing an event to honor and remember those who died when the Twin Towers fell on 9-11-2001 with a stair climb utilizing the stairs behind the Buffalo Bill Statute located at the west end of Sheridan Ave (Coe Circle) between Buffalo Bill Center of the West (BBCW) and Cody Regional Hospital (CRH). She is looking at utilizing a green space on BBCW property and the parking lot BBCW leases to CRH. Approval by the City Council would be contingent upon BBCW and CRH permission, as well as, providing a certificate of liability insurance. This request is similar to the annual FFA request for the Wreath Laying Ceremony in February.

FISCAL IMPACT

Fiscal impact will be minimal at the event is during a normal work week and times during normal shift for the Street Division that would be setting up and tearing down the barricades and signage.

ALTERNATIVES

1. Approve the request
2. Deny the request

ATTACHMENTS

Agenda request and map of area showing proposed closure areas

AGENDA & SUMMARY REPORT TO:

Karen Richard, Organizer aracer1960@yahoo.com

AGENDA ITEM NO. _____



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council KARIN RICHARD

Organization Represented N/A

Date you wish to appear before the Council 8/1/23

Email Address ARACER1960@YAHOO.COM Telephone (307) 250-0001

Names of all individuals who will speak on this topic KARIN RICHARD

Event Title (if applicable) CODY Q-H STAIR CLIMB

Date(s) of Event (if applicable) SEPT 11, 2023

Location of Event (if applicable) BILL CODY STATUE (BETWEEN BDCW + HOSPITAL)

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

PLEASE SEE ATTACHMENT

ROAD CLOSURE APPROX 20 FEET SURROUNDING STATUE

Which City employee(s) have you spoken to about this issue? CINDY BAKER (ADMIN SERVICES)

Signature Karin Richard Date 7/19/23

CODY 9-11 STAIR CLIMB

WHEN: Sept 11, 2023 (8am-11am)

WHERE: Bill Cody Statue (between BBCW and West Park Hospital)

WHY: Honor and Remember Those Who Died When The Twin Towers Fell

WHAT: Climb 110 Stories (the height of each tower)

EVENT DIVIDED INTO 3 PARTS (BEGINNING - MIDDLE - END)

1. Beginning (Green Space Across from Statue - BBCW Property)

- * Set-Up Check-In and Refreshment Tables
- * Hand Out Markers to Track Flights of Stairs
- * History of 9-11 Stair Climbs
- * Safety Speech
- * Reminders to Leave Area Clean As It Was Found
- * Invocation

2. Middle (Both Sets Of Steps - Buffalo Bill Statue)

- * Stair Climb Begins 8:46am (time first plane flew into first tower)
- * Participants Track Their Own Progress
- * Individual or Teams of 2/3/4
- * Participants 12 Y/O +
- * Participants Can Wear Picture Of Someone They Knew Who Died In Towers
- * Not Timed
- * Climb Same Set Of Steps 55 Times
- * One Volunteer At Each End Of Steps
- * Climb Will Take Between 45mins and 2hrs (Depending On Fitness Level)
- * Not A Race

3. End (Refreshments - Water/Juice/Fruit)

- * Participants Receive Refreshments and Then Leave In Their Own Time

MEDIA:

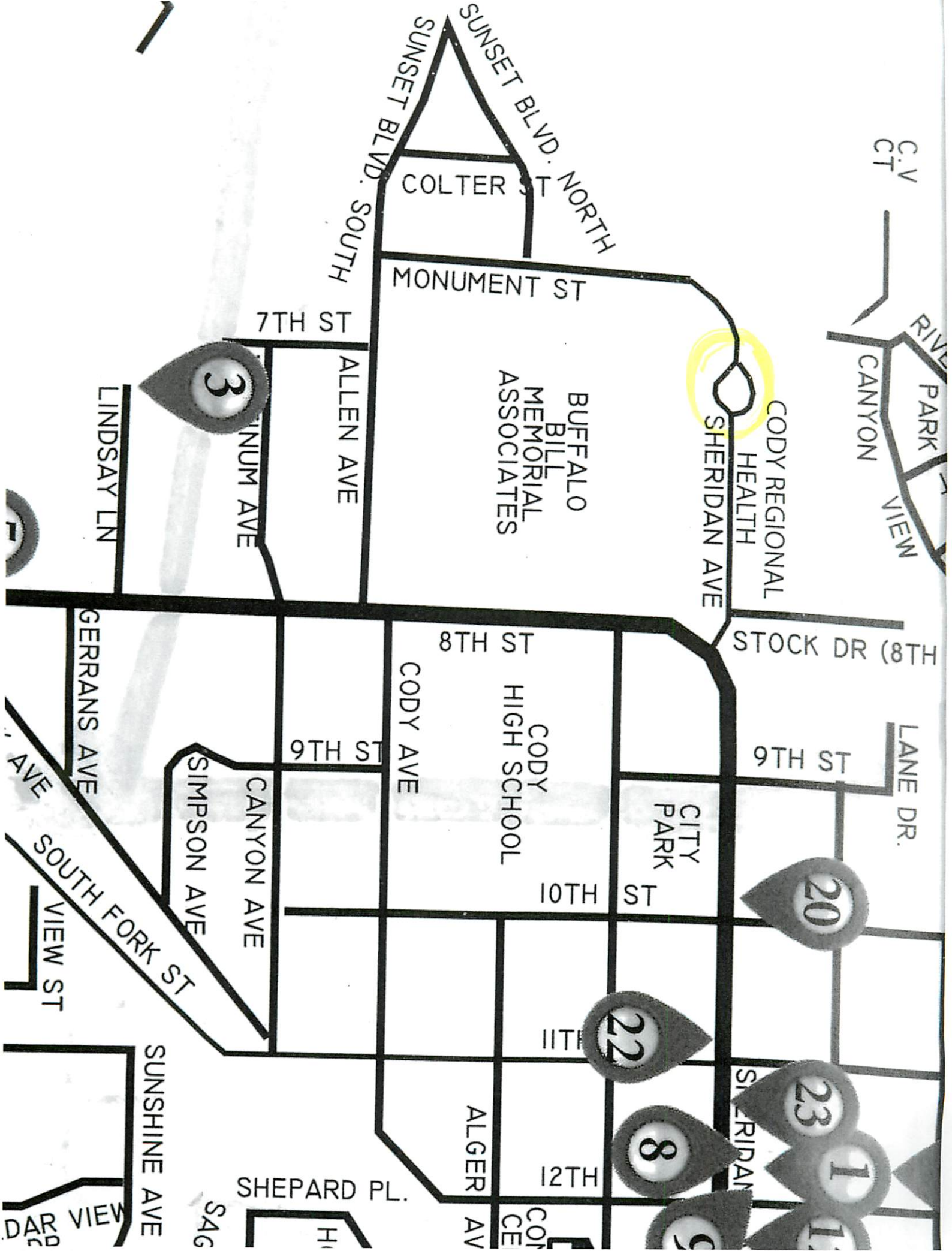
- * Dedicated Social Media Page
- * Big Horn Radio + Cody Enterprise + Powell Tribune Invite

CO-ORDINATION WITH:

- * Law Enforcement (Road Closures - minimizing impact to West Park Hospital and BBCW)
- * BBCW - Participant Parking (option 1)
- * Church of St Anthony - Participant Parking (option 2)
- * Monument Street Parking (option 3)
- * BBCW - Participant Check-in (Green Space across from Bill Cody Statue)
- * Park West Hospital (EMT presence)

ADDITIONAL:

- * No Fee To Participate
- * Organizer(s) All Volunteer
- * Possible Fundraising Opportunity For NFFF In Future If Successful This Year
- * Secure Donations (Water / Juice / Fruit)





COE CIR

MEETING DATE: AUGUST 1, 2023

DEPARTMENT: PUBLIC WORKS – SOLID WASTE

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

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



AGENDA ITEM SUMMARY REPORT

Ordinance 2023-08 Amending Title 4, Chapter 4, Article I and Article III, of the City of Cody Municipal Code

ACTION TO BE TAKEN

Consider approval of Ordinance 2023-08 on Second Reading to modify the City of Cody Municipal Code related to the Solid Waste and Recycling Utility Service.

SUMMARY OF INFORMATION

The City of Cody provides solid waste disposal and recycling utility services through the Solid Waste and Recycling Enterprise Fund. Ordinance 2023-08 will modify the the Municipal Code in two areas described as follows.

1. Title 4, Chapter 4, Article I, Item 7 will amend the existing code language about the disposal of manure in city-furnished receptacles. The Solid Waste Crew has observed the bulk dumping of livestock manure in roll-out containers and dumpsters, and creating challenges due to the weight of the filled containers and dumpsters that cannot be picked up by the City's solid waste trucks. The proposed amendment would require that any manure placed in receptacles be bagged and limited to fifty (50) pounds per service pick-up on the customer's collection day. The proposed amendment would also specifically forbid bulk manure disposal in city-furnished receptacles. The proposed modifications are underlined in the attached Ordinance 2023-08.
2. Title 4, Chapter 4, Article III, Items 13.A, 13.B, and 13.E will modify and set the service rates for the Solid Waste and Recycling Utility as approved with the FY 2024 Budget. Operating costs of the Solid Waste and Recycling Enterprise Fund have continued to increase over the past several years with the largest increases being labor costs (merit and adjustment to scale increases), capital equipment costs (such as trucks, dumpsters, and roll-out containers), and fuel costs. In addition, Item B has been modified with some minor wording changes related to the bulk item removal program fee that is included in the rate schedule and Item E has been clarified with language about the placement of roll-out containers near parked vehicles. These modifications are underlined in the attached Ordinance 2023-08.

The last Solid Waste and Recycling Utility Service Rate modification was made in July of 2021, approximately two (2) years ago. The proposed rate increase is approximately three percent (3.0%) or slightly higher due to rounding, and will affect the charges associated with the City Solid Waste Fee (i.e., collection), the County Landfill Fee (i.e., disposal), and the Recycling Fee on both Residential and Commercial accounts. It will also affect the Bulk Item Removal Fee on Residential accounts only.

A Solid Waste and Recycling Utility Rates comparison worksheet is being compiled by staff, and will be shared as a handout at the City Council meeting. This worksheet will compare the Cody rates to other municipalities including Powell, Meeteetse, Thermopolis, Sheridan, Casper, and others.

AGENDA ITEM NO. _____

There have been no changes made to the ordinance since first reading on July 18, 2023. If Ordinance 2023-08 is passed on second reading, it is planned to be presented for third reading and final approval on August 15, 2023. Upon final approval, the proposed rate modifications are planned to take effect on September 1, 2023.

FISCAL IMPACT

With approval of Ordinance 2023-08 and modification of City's Solid Waste and Recycling Service Rates as proposed, it is anticipated that solid waste and recycling fund revenues will be increased by approximately 3.0% per year in FY 2024.

ATTACHMENTS

Ordinance 2023-08

AGENDA ITEM NO. _____

ORDINANCE 2023 – 08

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, ARTICLE I,
AND TITLE 4, CHAPTER 4, ARTICLE III,
OF THE CITY OF CODY MUNICIPAL CODE**

Article I, Section 7, Item F, shall be hereby amended as follows effective September 1, 2023.

4-4-7: REMOVAL OF WASTE

- F. Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes, manure shall not be kept on any premises for any purpose, or kept in piles for later use, but must be either plowed under or removed by the owner, occupant, or agent. Any manure placed in city-furnished receptacles shall be bagged, weigh less than fifty (50) pounds per bag, and be limited to one (1) bag per customer per collection day in the city-furnished receptacle. Bulk or unbagged manure shall not be placed in any city-furnished roll-out container or dumpster.

NO OTHER MODIFICATIONS TO THE REMAINDER OF ARTICLE I.

Article III, Section 13, shall be hereby amended as follows effective September 1, 2023.

4-4-13: FEE SCHEDULE

There is hereby levied and assessed a service charge against persons and/or businesses in the city requiring garage and debris disposal as outlined in section 4-4-3 of this chapter, for all bills generated after September 1, 2023, as follows:

- A. Monthly Charge for Residences: For a residence, there shall be a basic monthly minimum charge as follows:

RESIDENTIAL RATES

	Monthly City Solid Waste Fee	Monthly County Landfill Fee	Total Monthly Fee (1)
Dumpster	\$12.70	\$9.05	\$21.75
1 Roll-out Container	\$12.70	\$9.05	\$21.75
2 Roll-out Containers	\$15.70	\$10.45	\$26.15
3 Roll-out Container	\$21.10	\$15.00	\$36.10
<p>Note 1 (for Total Monthly Fee):</p> <p>a. In addition, there shall be a basic monthly minimum charge of <u>\$1.55</u> for recycling operations regardless of user’s production and usage of recycling services.</p> <p>b. In addition, there shall be a basic monthly minimum charge of <u>\$1.40</u> for <u>the bulk item removal program</u> as outlined in section 4-4-6, regardless of the actual usage of <u>the bulk item removal</u> services.</p>			

B. Monthly Charge for Commercial Businesses: For all commercial businesses, the city shall assess a basic monthly minimum charge as provided below. If a user requires different combinations of services or the city determines the user’s production and usage requires a different combination of service, the monthly charges shall be as follows:

COMMERCIAL RATES

	Collections per Week	Monthly City Solid Waste Fee	Monthly County Landfill Fee	Total Monthly Fee (1)
1 dumpster	1	\$ 29.22	\$ 20.88	\$ 50.10
	2	55.80	39.89	95.69
	3	82.66	59.10	141.76
	4	109.23	78.10	187.33
	5	135.81	97.10	232.91
	6	162.68	116.31	278.99
2 dumpsters	1	55.80	39.89	95.69
	2	109.23	78.10	187.33
	3	162.68	116.31	278.99
	4	216.12	154.51	370.63
	5	269.28	192.52	461.80
	6	322.71	230.72	553.43
3 dumpsters	1	82.66	59.10	141.76
	2	162.68	116.31	278.99
	3	242.69	173.52	416.21
	4	322.71	230.72	553.43
	5	402.74	287.93	690.67
	6	482.75	345.14	827.89
4 dumpsters	1	109.23	78.10	187.33
	2	216.12	154.51	370.63
	3	322.71	230.72	553.43
	4	429.60	307.15	736.75
	5	536.20	383.35	919.55
	6	643.08	459.76	1,102.84
5 dumpsters	1	135.81	97.10	232.91
	2	269.28	192.52	461.80
	3	402.74	287.93	690.67
	4	536.20	383.35	919.55
	5	669.65	478.76	1,148.41
	6	803.12	574.19	1,377.31
6 dumpsters	1	162.68	116.31	278.99
	2	322.71	230.72	553.43
	3	482.75	345.14	827.89
	4	643.08	459.76	1,102.84
	5	803.12	574.19	1,377.31
	6	963.15	688.61	1,651.76
7 dumpsters	1	189.24	135.31	324.55
	2	375.87	268.73	644.60
	3	562.48	402.15	964.63
	4	749.39	535.77	1,285.16
	5	935.99	669.19	1,605.18
	6	1,122.61	802.61	1,925.22

(TABLE CONTINUED ON NEXT PAGE)

	Collections per Week	Monthly City Solid Waste Fee	Monthly County Landfill Fee	Total Monthly Fee (1)
8 dumpsters	1	216.12	154.51	370.63
	2	429.60	307.15	736.75
	3	642.78	459.57	1,102.35
	4	856.27	612.18	1,468.45
	5	1,070.04	765.03	1,835.07
	6	1,283.24	917.44	2,200.68
Note 1 (for Total Monthly Fee): In addition, each commercial or business establishment shall be assessed a basic monthly minimum charge of <u>\$4.65</u> for recycling operations, regardless of the number of dumpsters the commercial entity is billed for on a monthly basis and regardless of the user's production and usage of recycling services.				

E. Placement And Removal Of Roll-Out Containers: Any person or business using a roll-out container shall place the same at the curb area immediately in front of the user's property not more than twelve (12) hours before a scheduled pick up and shall remove same to the user's property away from the street to a protected area within twelve (12) hours of a scheduled pick up. If any vehicles, campers, boats, etc. are parked along the curb, the container should be pulled out for pick up to be flush with the driver's side of the vehicle(s) and must have at least four (4) feet of clearance on either side of the container to allow for sanitation truck access. Violations of this section shall be punished pursuant to section 1-4-1 of this code.

NO OTHER MODIFICATIONS TO THE REMAINDER OF ARTICLE III.

This Ordinance shall become effective at the final passage after third reading and publication in the Cody Enterprise as required by law:

PASSED ON FIRST READING: JULY 18, 2023

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Officer

MEETING DATE: AUGUST 1, 2023

DEPARTMENT: PUBLIC WORKS – WASTEWATER

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

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



AGENDA ITEM SUMMARY REPORT

Ordinance 2023-09 Amending Title 8, Chapter 3, Article I of the City of Cody Municipal Code

ACTION TO BE TAKEN

Consider approval of Ordinance 2023-09 on Second Reading to modify the City of Cody Municipal Code related to Wastewater Utility Service Charges and sewer connection maintenance responsibility.

SUMMARY OF INFORMATION

The City of Cody provides sanitary sewer collection and treatment utility services through the Wastewater Enterprise Fund. Ordinance 2023-09 will modify the the Municipal Code and set the service rates for the wastewater utility as discussed with the City Council at the budget work sessions and approved with the FY 2024 Budget. Operating costs of the Wastewater Enterprise Fund have continued to increase over the past several years with the largest increases being labor costs (merit and adjustment to scale increases), construction material and capital equipment costs, and electric costs for the Wastewater Treatment Facility (WWTF).

The last Wastewater Service Rate modifications were made in 2013 (increasing the monthly base fee) and 2007 (increasing the wastewater use charge per 1,000 gallons). The proposed rate increase is approximately three percent (3.0%) or slightly higher due to rounding.

In addition, Item 8-3-10-2.D is being removed because the service charges are defined in other sections of the code, and this item is duplicative and unnecessary.

A wording error has been corrected with second reading for Item 8-3-10-2.B. The monthly cost of \$19.92 was incorrectly stated with the first reading, and has now been corrected and underlined in the attached ordinance.

An additional modification has been incorporated with second reading for Item 8-3-10: Connection Costs. The proposed modification defines ownership and maintenance responsibilities of each property owner served on the collection system. The proposed paragraph states that the property owner is responsible for all maintenance, repair, and replacement of the entire length of the sanitary sewer service from the sanitary sewer main (which is owned and maintained by the City) to the property served. This has been the City's policy, but was not clearly defined in this section of the municipal code. This proposed paragraph is underlined in the attached ordinance.

A Wastewater Utility Rates comparison worksheet is being compiled by staff, and will be shared as a handout at the City Council meeting. This worksheet will compare the Cody rates to other municipalities including Powell, Meeteetse, Thermopolis, Sheridan, Casper, and others.

AGENDA ITEM NO. _____

If Ordinance 2023-09 is passed on second reading, it is planned to be presented for third reading and final approval on August 15, 2023. Upon final approval, the proposed rate modifications are planned to take effect on September 1, 2023.

FISCAL IMPACT

With approval of Ordinance 2023-09 and modification of City's Wastewater Service Rates as proposed, it is anticipated that Wastewater Enterprise Fund revenues will be increased by approximately 3.0% per year in FY 2024 and beyond.

ATTACHMENTS

Ordinance 2023-09

AGENDA ITEM NO. _____

ORDINANCE 2023 – 09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, ARTICLE I,
OF THE CITY OF CODY MUNICIPAL CODE**

Article I, Section 10, shall be hereby amended as follows effective September 1, 2023.

8-3-10: CONNECTION COSTS

Any property owner desiring to make such sewer connection as referred to in section 8-3-9 of this chapter shall pay all costs of the installation, inspection and other expenses in connection with the work of installing such sewer connection from the point where the sewer connection connects with the adjacent sanitary sewer to the property line of the property to be served by such sewer connection. In addition thereto, the property owner shall pay to the city treasurer the sum of one hundred dollars (\$100.00).

The property owner shall be responsible for all maintenance, repair, and/or replacement of the sewer connection serving the property from the point where the sewer connection connects with the adjacent sanitary sewer (main) to and into the property, including all saddles, fittings, clean outs, or other connection appurtenances. The city will not be responsible for maintenance, repair, and/or replacement along any portion of the sewer connection.

Article I, Section 10-2, shall be hereby amended as follows effective September 1, 2023.

8-3-10-2: SEWER USE FEES; SCHEDULE

- A. Minimum Monthly Charge: There is hereby levied and assessed a service charge against any entity or person in the city requiring sewage disposal into the sanitary sewer system as follows:

A minimum monthly charge for the water measured through each water meter based upon the sized of the water meter as follows:

Meter Size	Monthly Minimum Charge
¾ inch	\$ 10.45
1 inch	\$ 20.90
1 ½ inch	\$ 41.80
2 inch	\$ 73.15
3 inch	\$ 167.20
4 inch	\$ 292.60
6 inch	\$ 627.00
Plus \$1.90 per 1,000 gallons per month of water metered	

- B. Sewer System Only: For those entities or persons connected to the sanitary sewer system, but not receiving water from the city water system, the charge shall be nineteen dollars and ninety-two cents (\$19.92) per month.

D. ITEM REMOVED COMPLETELY

~~Service Charges: The following charges apply to all levels of service in addition to any other charges:~~

Account set up charge	\$ 35.00
Monthly paper statement charge per account	0.50
Returned payment charge	30.00

NO OTHER MODIFICATIONS TO THE REMAINDER OF ARTICLE I

This Ordinance shall become effective at the final passage after third reading and publication in the Cody Enterprise as required by law:

PASSED ON FIRST READING: JULY 18, 2023

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Officer

MEETING DATE: AUGUST 1, 2023
DEPARTMENT: ADMINISTRATION
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT
ORDINANCE 2023-10

An Ordinance Amending Title 1, Chapter 6, Section 1-6-2 of the City of Cody
Code: Wards

ACTION TO BE TAKEN:

Approve Ordinance 2023-10 (this will be the first of three readings)

SUMMARY OF INFORMATION:

Typically following a Census, it is customary for the City to reevaluate ward boundaries to ensure they are evenly populated. Local ward boundaries should be compact in form and as nearly equal in population as possible pursuant to Wyoming Statutes§ 22-23-103.

Under the current ward boundaries there is an approximate 11.5% difference between Ward 1 and Ward 3, an 9.5% difference between Ward 1 and Ward 2, and a 2% difference between Ward 2 and Ward 3. The Ward boundaries need modified to create boundaries that are nearly equal in population. With this ordinance change the ward population would be less than 1% between all wards.

ATTACHMENTS

Ordinance 2023-10

AGENDA ITEM NO. _____

ORDINANCE NO. 2023-10

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, SECTION
1-6-2, OF THE CITY OF CODY CODE:
WARDS**

WHEREAS, following a Census, it is customary for the City to reevaluate ward boundaries to ensure they are evenly populated. Local ward boundaries should be compact in form and as nearly equal in population as possible pursuant to Wyoming Statutes§ 22-23-103; and,

WHEREAS, under the current ward boundaries there is an approximate 11.5% difference between Ward 1 and Ward 3, an 9.5% difference between Ward 1 and Ward 2, and a 2% difference between Ward 2 and Ward 3. The Ward boundaries need modified to create boundaries that are nearly equal in population.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING: that Section 1-6-2 of the Cody Municipal Code is amended and modified to create new ward boundaries of which shall be designated in an official ward map which shall display at city hall and shall be approved by a majority of the council. Said map may be amended from time to time as is required to maintain the population in each ward as nearly equal as possible.

Ward Map shall reflect changes shown on Attachment A, Attachment B and Attachment C.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

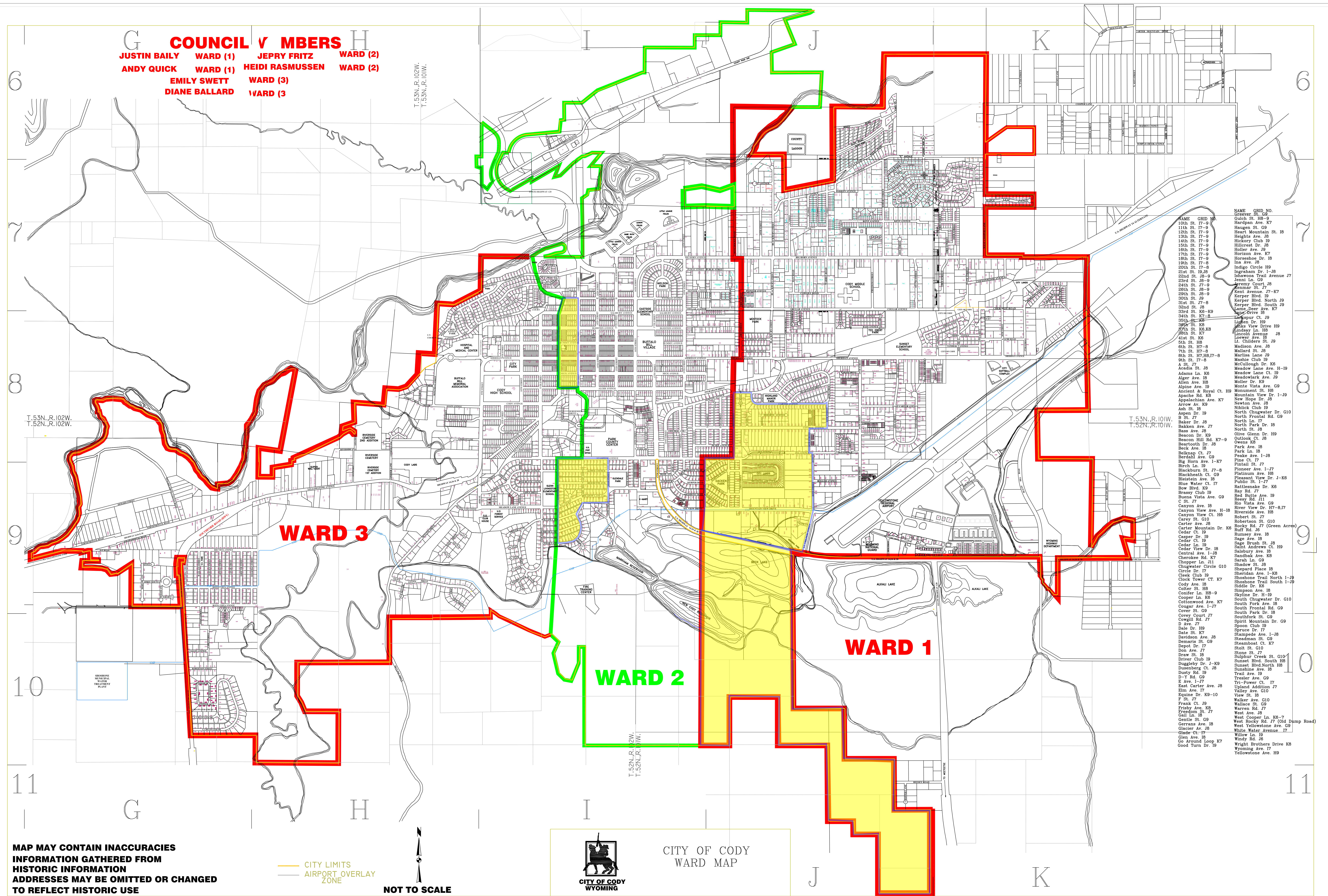
PASSED ON THIRD READING: _____

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director

Attachment A - Yellow Area reflects changes



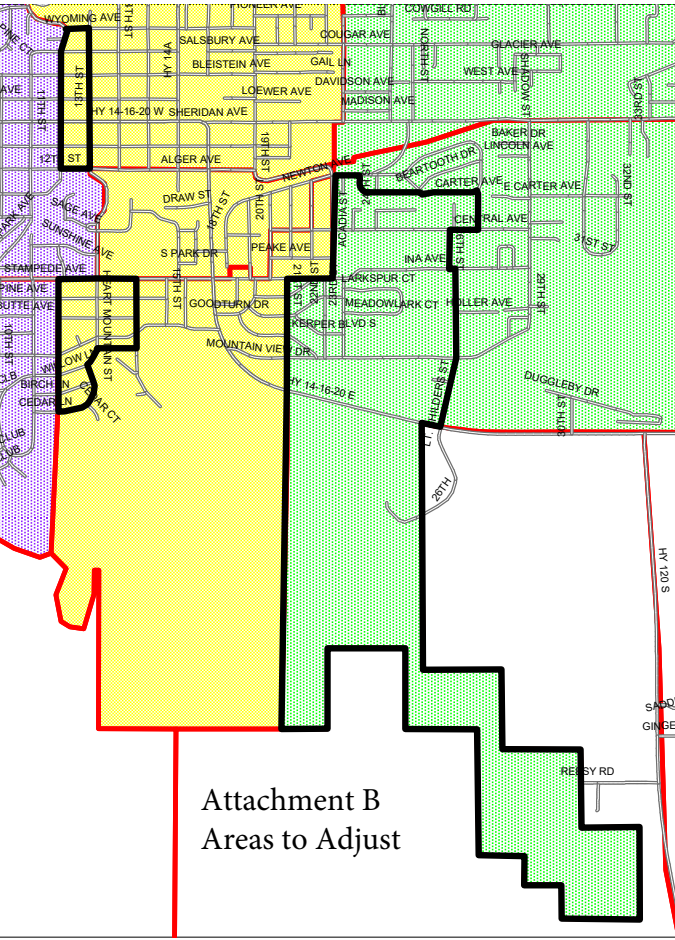
**MAP MAY CONTAIN INACCURACIES
INFORMATION GATHERED FROM
HISTORIC INFORMATION
ADDRESSES MAY BE OMITTED OR CHANGED
TO REFLECT HISTORIC USE**

 CITY LIMITS
 AIRPORT OVERLAY ZONE

NOT TO SCALE



CITY OF CODY
WARD MAP



Attachment B
Areas to Adjust



MEETING DATE: JULY 15, 2023
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Consider Issuance of New Bar & Grill License

ACTION TO BE TAKEN:

Consider approving a new Bar & Grill License for Local Hospitality LLC located at 1124 13th Street for the period ending 7/31/2024 with contingencies.

SUMMARY OF INFORMATION:

Effective July 1, 2023 the Wyoming State Statute will change which will authorize the City of Cody up to 10 Bar & Grill Licenses to be issued, which would give the City of Cody four (4) additional licenses to consider issuing. On June 30th an application from Local Hospitality LLC was received for a Bar & Grill License for 1124 13th Street. Per State Statute upon receiving an application for any unissued licenses, the City Clerk publishes a notice to conduct a Public Hearing.

In 2020 this property changed ownership and no liquor license was applied for and/or issued since ownership change until now. If approved the issuance would be contingent upon receipt of valid food service permit from the Department of Ag, as well as, any applicable compliance/certification from the Fire Marshal and/or Building Inspection Division (e.g. - if applicable Certificate of occupancy).

FISCAL IMPACT

If application for the bar & grill liquor license is approved the city would receive \$5,000 or a prorated fee based on actual date of issuance.

ALTERNATIVES

ATTACHMENTS

1. Applications for new Bar & Grill liquor licenses

AGENDA & SUMMARY REPORT TO

Local Hospitality LLC

AGENDA ITEM NO. _____