

REVISED

City of Cody City Council
Executive Session at 5:45 p.m. pursuant to W.S. 16-4-405(a)(ix).

Tuesday, September 5, 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

Proclamation – Constitution Week - September 17 -23, 2023.

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 August 15, 2023 and August 22, 2023
- b. Approve Vouchers and Payroll in the amount of \$1,634,805.32.
- c. 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.
- d. Award Bid 2023-07 to Floyd's Truck Center for one (1) Jet side dump trailer in the amount of \$72,846.00.
- e. Approve the request form the Yellowstone Quake Hockey Team Coach to utilize the Paul Stock Aquatic & Recreation Center for the amount of \$2,250.00
- f. Authorize the Mayor to sign the 2023-2024 Alcohol and Tobacco Compliance Contracts.

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

4. Conduct of Business

- a. Resolution 2023-16

A Resolution Amending the City of Cody Final Budget for Fiscal Year 2023-2024.

Staff Reference: Leslie Brumage, Finance Officer

REVISED

- b. Approve the final plat for the Kahn Unit Subdivision, a 3-lot commercial subdivision, subject to conditions of approval.
Staff Reference: Todd Stowell, City Planner
 - c. Ordinance 2023-10 Third and Final 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
 - d. Ordinance 2023-11 Second Reading
An Ordinance Amending Title 8, Chapter 1, Article III, of the City of Cody Municipal Code.
Staff Reference: Phillip Bowman, Public Works Director
- 5. Tabled Items
 - 6. Matters from Staff Members
 - 7. Matters from Council Members
 - 8. Adjournment

Upcoming Meetings.

September 12, 2023 – Work Session 5:30 p.m.

September 19, 2023 – Council Meeting 7:00 p.m.

September 20, 2023 – WMPA Dinner – Lamplighter -Powell, WY 6:00 p.m.

September 26, 2023 – Work Session 5:30 p.m.

October 3, 2023 – Council Meeting 7:00 p.m.

October 10, 2023 – Work Session 5:30 p.m.

Mayor's Proclamation

Constitution Week

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2023 marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Matt Hall, by virtue of the authority vested in me as Mayor of the City of Cody, Wyoming do hereby proclaim the week of September 17 through 23 as

Constitution Week

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cody, Wyoming to be affixed this _____ day of September in the year of our Lord two thousand twenty-three.



The Honorable Matt Hall
Mayor, Cody, Wyoming

Seal Affix

**City of Cody
Council Proceedings
Tuesday, August 15, 2023**

At 6:07 p.m. Council Member Fritz made a motion seconded by Council Member Swett to enter into an Executive Session pursuant to W.S. 16-4-405(a)(ix). Vote was unanimous. At 7:18 p.m. Council Member Reiter made a motion seconded by Council Member Shreve to exit the executive session. Vote was unanimous.

A meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 15, 2023 at 7:00 p.m.

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

Absent: None

Mayor Hall called the meeting to order at 7:19 p.m.

Council Member Reiter made a motion seconded by Council Member Swett to approve the Consent Calendar as presented which included Minutes from August 2, 2023 and August 8, 2023, approve Vouchers and Payroll in the amount of \$1,561,263.25, authorize the Mayor to enter into and sign the Third Amendment to Rooftop Lease Agreement between the City of Cody and New Cingular Wireless PCS, LLC, approve Uncollectible Account Write Offs in the amount of \$22,050.64, authorize the Mayor to enter in to and sign an Agreement for Improvement of Septage Receiving Facilities at the Cody Wastewater Treatment Facility between the City of Cody and Park County WY, and authorize amending the awarded amount of Bid 2022-15 to \$235,410 (additional \$15,302) for the Telescoping/Articulating Aerial Device. Vote was unanimous.

Resolution 2023-15

A Resolution Amending the City of Cody Final Budget for Fiscal Year 2023-2024. Council Member Fritz made a motion seconded by Council Member Tamblyn to approve Resolution 2023-15. Vote was unanimous.

Resolution 2023-14

A Resolution to Approve and Adopt the Big Horn Avenue Corridor Study Final Report. Council Member Swett made a motion seconded by Council Member Tamblyn to approve Resolution 2023-14. Vote was unanimous.

Ordinance 2023-08 Third and Final Reading as Amended

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

Ordinance 2023-09 Third and Final 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 Swett to approve Ordinance 2023-09 on Third and Final Reading. Vote was unanimous.

Ordinance 2023-10 Second Reading

An Ordinance Amending Title 1, Chapter 6, Section 1-6-2 of the City of Cody Code – Wards. Council Member Fritz made a motion seconded by Council Member Reiter to approve Ordinance 2023-10 on Second Reading. Vote was unanimous.

Ordinance 2023-11 First Reading

An Ordinance Amending Title 8, Chapter 1, Article III, of the City of Cody Municipal Code. Council Member Tamblyn made a motion seconded by Council Member Reiter to approve Ordinance 2023-11 on First Reading. Vote was unanimous.

Tabled Items

No motion was made to take off the table the considering to issue a 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. Item does not move forward and applicant will need to present this item for consideration at a later date.

Mayor Hall adjourned the meeting 8: 15 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, August 22, 2023

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, August 22, 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, City Administrator, Barry Cook, City Attorney, Scott Kolpitzke and Cindy Baker, Administrative Services Officer.

Absent: None

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

Arron Buck, YRA Manager and YRA Board Members provided the Governing Body with an update on activities at the airport. Next item for discussion was the building permits and site plan review for the T-Hangers and possible reduction/refund. Staff was directed on how to proceed.

The governing Body was provided information relating to a request for unusual quantity of reservation days from Sounds of Legends. Staff was directed how to proceed.

The governing Body was provided information relating to City of Cody Employee Membership and/or Program Rates for Recreation Center. Staff was directed on how to proceed.

Mayor Hall adjourned the Work Session at 6:15 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice.Detail.Input date = 08/29/2023

Invoice.Batch = {NOT LIKE} "1"

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|-----------|-------------------------------------|--------------|------------|
| 360 OFFICE SOLUTIONS INC (133133) | | | | |
| | 1295900-0 | FURNITURE FOR POLICE CHIEF'S OFFICE | 07/27/2023 | 4,733.29 |
| | 1295900-0 | BOOKCASE FOR PUBLIC WORKS | 07/27/2023 | 475.41 |
| Total : | | | | 5,208.70 |
| Total 360 OFFICE SOLUTIONS INC (133133): | | | | 5,208.70 |
| A & I DISTRIBUTORS (127557) | | | | |
| | 3953993 | INVENTORY FLUIDS | 07/12/2023 | 427.81 |
| Total : | | | | 427.81 |
| Total A & I DISTRIBUTORS (127557): | | | | 427.81 |
| AQUAFLOW INT'L INC (132815) | | | | |
| | 1972 | AQUAFLOW ANNUAL SOFTWARE AGREEMENT | 08/14/2023 | 2,342.60 |
| Total : | | | | 2,342.60 |
| Total AQUAFLOW INT'L INC (132815): | | | | 2,342.60 |
| ATCO INTERNATIONAL (127716) | | | | |
| | 10616866 | GLOVES FOR CLEANING | 07/27/2023 | 118.53 |
| Total : | | | | 118.53 |
| Total ATCO INTERNATIONAL (127716): | | | | 118.53 |
| BIG CO (1190) | | | | |
| BIG HORN REDI-MIX, INC | 386747 | PIPE BEDDING GRAVEL | 08/08/2023 | 300.00 |
| Total : | | | | 300.00 |
| Total BIG CO (1190): | | | | 300.00 |
| BLACK HILLS GAS HOLDINGS, LLC (132866) | | | | |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 1,456.72 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 1,532.66 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 1,205.55 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 1,266.44 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 5,358.26 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 5,358.26 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 820.68 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 152.58 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 1,354.66 |
| BLACK HILLS ENERGY | 05102023 | UTILITIES - BLACK HILLS ENERGY | 05/10/2023 | 526.52 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 758.06 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 352.49 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 1,079.30 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 156.03 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 5,479.12 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 5,479.12 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 101.04 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|--------------|---|--------------|------------|
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 18.80 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 419.85 |
| BLACK HILLS ENERGY | 06062023 | UTILITIES - BLACK HILLS ENERGY | 06/06/2023 | 438.76 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 271.16 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 281.39 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 817.12 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 142.12 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 4,144.47 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 4,144.47 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 113.60 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 17.12 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 184.65 |
| BLACK HILLS ENERGY | 07072023 | UTILITIES - BLACK HILLS ENERGY | 07/07/2023 | 102.30 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 233.31 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 231.11 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 136.73 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 103.49 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 3,235.15 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 3,235.15 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 117.27 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 12.47 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 195.43 |
| BLACK HILLS ENERGY | 08042023 | UTILITIES - BLACK HILLS ENERGY | 08/04/2023 | 104.10 |
| Total : | | | | 51,137.51 |
| Total BLACK HILLS GAS HOLDINGS, LLC (132866): | | | | 51,137.51 |
| BLUE CROSS BLUE SHIELD OF WYOMING (1360) | | | | |
| | 230804418026 | IINSURANCE PREMIUM SEPT 2023 | 08/04/2023 | 168,902.31 |
| Total : | | | | 168,902.31 |
| Total BLUE CROSS BLUE SHIELD OF WYOMING (1360): | | | | 168,902.31 |
| BORDER STATES INDUSTRIES, INC (1420) | | | | |
| | 926804326 | CUTOUT COVERS | 08/11/2023 | 2,732.64 |
| Total : | | | | 2,732.64 |
| Total BORDER STATES INDUSTRIES, INC (1420): | | | | 2,732.64 |
| BOWEN COLLINS & ASSOCIATES (133081) | | | | |
| | 32204 | PHASE 1 OF THE STORM DRAIN MASTER PLAN | 08/07/2023 | 17,012.32 |
| Total : | | | | 17,012.32 |
| Total BOWEN COLLINS & ASSOCIATES (133081): | | | | 17,012.32 |
| BRAGG PLUMBING AND HEATING INC (127760) | | | | |
| | 17816 | REPAIR TO GLENDALE PARK RESTROOM | 07/28/2023 | 996.43 |
| Total : | | | | 996.43 |
| Total BRAGG PLUMBING AND HEATING INC (127760): | | | | 996.43 |
| CENTURY LINK (10091) | | | | |
| | 8192023 | PHONE CHARGES - SCHOOL RESOURCE OFFICER | 08/19/2023 | 49.60 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|-----------|--|--------------|------------|
| Total : | | | | 49.60 |
| Total CENTURY LINK (10091): | | | | 49.60 |
| CHEMICAL INDUSTRIES (ALBERTA) INC (133296) | | | | |
| | US23-1127 | MAG CHLORIDE | 07/25/2023 | 3,700.00 |
| Total : | | | | 3,700.00 |
| Total CHEMICAL INDUSTRIES (ALBERTA) INC (133296): | | | | 3,700.00 |
| CLARK, GREER (133051) | | | | |
| | 59857085 | REC CENTER REFUND | 08/21/2023 | 25.00 |
| Total : | | | | 25.00 |
| Total CLARK, GREER (133051): | | | | 25.00 |
| CODY CHAMBER OF COMMERCE (124707) | | | | |
| | 1006 | 2023 FIREWORKS SUPPORT | 08/22/2023 | 5,000.00 |
| Total : | | | | 5,000.00 |
| Total CODY CHAMBER OF COMMERCE (124707): | | | | 5,000.00 |
| CROELL INC (133102) | | | | |
| | 3807 | PATCH 2AB CORNER EAST END | 07/17/2023 | 10,194.05 |
| | 3808 | PATCHING CHIP SEAL AREA | 07/17/2023 | 6,105.55 |
| | 3836 | WATER PATCHES | 07/27/2023 | 2,424.93 |
| | 3836 | PATCH BEHIND THE REC CENTER | 07/27/2023 | 239.82 |
| | 3899 | PATCHING 11TH ST | 08/18/2023 | 515.10 |
| | 760571 | 14TH AND MEADOW LANE STORM REPAIR | 07/31/2023 | 652.00 |
| | 766025 | COMPACTION SAND | 08/15/2023 | 1,477.35 |
| Total : | | | | 21,608.80 |
| Total CROELL INC (133102): | | | | 21,608.80 |
| DAIGLE LAW GROUP, LLC (129919) | | | | |
| | 5257 | PROFESSIONAL SERVICES | 08/15/2023 | 2,775.00 |
| Total : | | | | 2,775.00 |
| Total DAIGLE LAW GROUP, LLC (129919): | | | | 2,775.00 |
| DEARBORN LIFE INSURANCE COMPANY (131563) | | | | |
| | 09012023 | Premium Sept 2023 | 08/11/2023 | 360.70 |
| Total : | | | | 360.70 |
| Total DEARBORN LIFE INSURANCE COMPANY (131563): | | | | 360.70 |
| ELECTRICAL ALLY, INC. (129214) | | | | |
| | 7556 | REPLACED CAPACITOR ON PUMP AT RECYCLING CENTER | 08/28/2023 | 110.00 |
| Total : | | | | 110.00 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------|--|--------------|------------|
| Total ELECTRICAL ALLY, INC. (129214): | | | | 110.00 |
| ENERGY LABORATORIES, INC (4120) | | | | |
| DEPARTMENT 6250 | 572513 | WWTP MONITOR WELLS TESTING | 08/14/2023 | 207.00 |
| DEPARTMENT 6250 | 574350 | COLIFORM TESTING | 08/22/2023 | 165.00 |
| Total : | | | | 372.00 |
| Total ENERGY LABORATORIES, INC (4120): | | | | 372.00 |
| ENGINEERING ASSOCIATES (4140) | | | | |
| | 4308019 | PROJECT 14111-04 WWTF PHASE 2 | 08/25/2023 | 886.16 |
| Total : | | | | 886.16 |
| Total ENGINEERING ASSOCIATES (4140): | | | | 886.16 |
| ENNIS PAINT, INC (4145) | | | | |
| | 443878 | STREET PAINT | 04/24/2023 | 14,368.75 |
| Total : | | | | 14,368.75 |
| Total ENNIS PAINT, INC (4145): | | | | 14,368.75 |
| ENNIST III, ROBERT F (131798) | | | | |
| BIG HORN FOOD SERVICES | 2756 | RESTROOM SUPPLIES | 08/14/2023 | 439.60 |
| BIG HORN FOOD SERVICES | 2847 | TRASH CAN LINERS | 08/17/2023 | 164.85 |
| BIG HORN FOOD SERVICES | 2847 | TRASH CAN LINERS | 08/17/2023 | 164.85 |
| BIG HORN FOOD SERVICES | 2950 | JANITORIAL SUPPLIES | 08/25/2023 | 740.43 |
| Total : | | | | 1,509.73 |
| Total ENNIST III, ROBERT F (131798): | | | | 1,509.73 |
| EVANS, ALLISON (133308) | | | | |
| | 8162023 | WITNESS FEES - MC-2306-012 | 08/16/2023 | 15.00 |
| Total : | | | | 15.00 |
| Total EVANS, ALLISON (133308): | | | | 15.00 |
| EXPRESS SERVICES INC (132433) | | | | |
| | 29454870 | CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER | 08/09/2023 | 1,951.04 |
| | 29480938 | CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER | 08/15/2023 | 3,654.56 |
| | 29526519 | CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER | 08/23/2023 | 1,688.96 |
| Total : | | | | 7,294.56 |
| Total EXPRESS SERVICES INC (132433): | | | | 7,294.56 |
| FRANDSON SAFETY, INC. (130638) | | | | |
| | 98777 | MONITOR CHLORINE SENSOR | 08/07/2023 | 90.30 |
| Total : | | | | 90.30 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|------------|--|--------------|------------|
| Total FRANDSON SAFETY, INC. (130638): | | | | 90.30 |
| FROST, RACHEL (132349) | | | | |
| | 59176401 | REC CENTER REFUND | 08/08/2023 | 70.00 |
| Total : | | | | 70.00 |
| Total FROST, RACHEL (132349): | | | | 70.00 |
| GALLAGHER, SUE SIMPSON (133307) | | | | |
| | 13 | MURAL PROJECT - ARTIST DINNER | 06/21/2023 | 187.30 |
| Total : | | | | 187.30 |
| Total GALLAGHER, SUE SIMPSON (133307): | | | | 187.30 |
| GALLS PARENT HOLDINGS, LLC (132576) | | | | |
| GALLS, LLC | 025085193 | CLIP ON BADGE HOLDERS | 07/17/2023 | 41.35 |
| Total : | | | | 41.35 |
| Total GALLS PARENT HOLDINGS, LLC (132576): | | | | 41.35 |
| GETZFREID, KATELYN (133310) | | | | |
| | 14.2310.36 | UTILITY DEPOSIT REFUND | 08/23/2023 | 362.77 |
| Total : | | | | 362.77 |
| Total GETZFREID, KATELYN (133310): | | | | 362.77 |
| HARRIS TRUCKING AND CONSTRUCTION (129345) | | | | |
| WYOMING STEEL SERVICES LLC | 139003 | CITY BREW ALLEY PAVING | 07/31/2023 | 7,393.40 |
| Total : | | | | 7,393.40 |
| Total HARRIS TRUCKING AND CONSTRUCTION (129345): | | | | 7,393.40 |
| HDR ENGINEERING INC (133080) | | | | |
| | 1200543795 | ELECTRIC SHOP AND FACILITIES MASTER PLAN | 08/03/2023 | 15,993.38 |
| Total : | | | | 15,993.38 |
| Total HDR ENGINEERING INC (133080): | | | | 15,993.38 |
| HUNTER CLEAN CARE (132654) | | | | |
| | 36719 | MOLD TESTING - CITY SHOP | 08/21/2023 | 250.00 |
| | 36719 | MOLD TESTING - CITY SHOP | 08/21/2023 | 250.00 |
| | 36719 | MOLD TESTING - CITY SHOP | 08/21/2023 | 250.00 |
| Total : | | | | 750.00 |
| Total HUNTER CLEAN CARE (132654): | | | | 750.00 |
| HURLEY, THOMAS (133309) | | | | |
| | 17.0970.22 | UTILITY DEPOSIT REFUND | 08/16/2023 | 43.46 |
| Total : | | | | 43.46 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|------------|-------------------------------------|--------------|------------|
| Total HURLEY, THOMAS (133309): | | | | 43.46 |
| INNOVATIVE UTILITY SOLUTIONS LLC (132938) | | | | |
| | 1186 | HYDRANT METER REPAIR PARTS | 06/19/2023 | 517.54 |
| Total : | | | | 517.54 |
| Total INNOVATIVE UTILITY SOLUTIONS LLC (132938): | | | | 517.54 |
| KEN GARFF CHEYENNE (132839) | | | | |
| | 1008676 | New SUV for Travel/Training | 08/08/2023 | 33,098.88 |
| Total : | | | | 33,098.88 |
| Total KEN GARFF CHEYENNE (132839): | | | | 33,098.88 |
| LEISURE IN MONTANA INC (131545) | | | | |
| | SAL28563-1 | CHEMICALS FOR SPLASH PAD | 07/17/2023 | 975.36 |
| | SAL28564-1 | POOL CHEMICALS AND REAGENTS | 07/17/2023 | 313.09 |
| | SAL28564-1 | POOL CHEMICALS AND REAGENTS | 07/17/2023 | 313.10 |
| Total : | | | | 1,601.55 |
| Total LEISURE IN MONTANA INC (131545): | | | | 1,601.55 |
| LOCAL GOVERNMENT LIABILITY POOL (6176) | | | | |
| | 14842 | CLAIM AGAINST THE CITY | 08/03/2023 | 5,000.00 |
| Total : | | | | 5,000.00 |
| Total LOCAL GOVERNMENT LIABILITY POOL (6176): | | | | 5,000.00 |
| LOMCO INC (126874) | | | | |
| | 032809-01 | CHIP SEAL OIL TRUCKING - 08/01/2023 | 08/03/2023 | 1,445.48 |
| | 033093-01 | CHIP SEAL OIL TRUCKING - 08/02/2023 | 08/03/2023 | 1,616.07 |
| | 033094-01 | CHIP SEAL OIL TRUCKING | 08/15/2023 | 1,665.10 |
| | 033136-01 | CHIP SEAL OIL TRUCKING - 07/31/2023 | 08/03/2023 | 1,552.95 |
| | 033190-01 | CHIP SEAL OIL TRUCKING | 08/15/2023 | 1,365.10 |
| | 033205-01 | CHIP SEAL OIL TRUCKING | 08/15/2023 | 1,660.63 |
| | 033206-01 | CHIP SEAL OIL TRUCKING | 08/15/2023 | 1,572.34 |
| | 033207-01 | CHIP SEAL OIL TRUCKING | 08/17/2023 | 1,600.43 |
| | 033208-01 | CHIP SEAL OIL TRUCKING | 08/17/2023 | 1,607.39 |
| Total : | | | | 14,085.49 |
| Total LOMCO INC (126874): | | | | 14,085.49 |
| MARQUIS AWARDS & SPECIALTIES INC (6300) | | | | |
| | 29491 | ENGRAVED PLATES FOR PLAQUE | 06/16/2023 | 67.00 |
| Total : | | | | 67.00 |
| Total MARQUIS AWARDS & SPECIALTIES INC (6300): | | | | 67.00 |
| MODERN MACHINERY CO INC (133139) | | | | |
| | 75363 | Force Feed Loader | 08/24/2023 | 338,000.00 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------|--|--------------|------------|
| Total : | | | | 338,000.00 |
| Total MODERN MACHINERY CO INC (133139): | | | | 338,000.00 |
| MONTANA AIR CARTAGE (133275) | | | | |
| | 1000845 | WATER SAMPLES SHIPPING TO BILLINGS | 07/17/2023 | 44.73 |
| | 1000861 | WATER SAMPLES SHIPPING TO BILLINGS | 07/24/2023 | 44.73 |
| | 1000865 | WATER SAMPLES SHIPPING TO BILLINGS | 07/31/2023 | 44.73 |
| Total : | | | | 134.19 |
| Total MONTANA AIR CARTAGE (133275): | | | | 134.19 |
| MOORE, SHELLY (133311) | | | | |
| | 59926315 | REC CENTER REFUND | 08/22/2023 | 34.00 |
| Total : | | | | 34.00 |
| Total MOORE, SHELLY (133311): | | | | 34.00 |
| MSPS (127866) | | | | |
| MOUNTAIN STATES PIPE & SUPPLY | INV27100 | 48 ITRON METERS | 08/21/2023 | 4,499.22 |
| Total : | | | | 4,499.22 |
| Total MSPS (127866): | | | | 4,499.22 |
| NICHOLSON, JIM (7270) | | | | |
| NICHOLSON DIRT CONTRACTING | 10985 | NICHOLSON VAC TRUCK RENTAL | 08/18/2023 | 625.00 |
| Total : | | | | 625.00 |
| Total NICHOLSON, JIM (7270): | | | | 625.00 |
| OFFICE SHOP INC (7440) | | | | |
| | 249254 | COPIER CONTRACT - COMMUNITY DEVELOPMENT | 08/28/2023 | 51.56 |
| | 249254 | COPIER CONTRACT - COMMUNITY DEVELOPMENT | 08/28/2023 | 51.56 |
| | 249254 | COPIER CONTRACT - COMMUNITY DEVELOPMENT | 08/28/2023 | 53.13 |
| | 249255 | COPIER CONTRACT - CITY SHOP | 08/28/2023 | 11.31 |
| | 249255 | COPIER CONTRACT - CITY SHOP | 08/28/2023 | 11.31 |
| | 249255 | COPIER CONTRACT - CITY SHOP | 08/28/2023 | 9.98 |
| | 249255 | COPIER CONTRACT - CITY SHOP | 08/28/2023 | 11.31 |
| | 249255 | COPIER CONTRACT - CITY SHOP | 08/28/2023 | 11.31 |
| | 249255 | COPIER CONTRACT - CITY SHOP | 08/28/2023 | 11.33 |
| Total : | | | | 222.80 |
| Total OFFICE SHOP INC (7440): | | | | 222.80 |
| PARK COUNTY ANIMAL SHELTER (5120) | | | | |
| | 9012023 | ANIMAL SERVICE CONTRACT - SEPTEMBER 2023 | 09/01/2023 | 4,166.67 |
| Total : | | | | 4,166.67 |
| Total PARK COUNTY ANIMAL SHELTER (5120): | | | | 4,166.67 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|-----------|---|--------------|------------|
| POINT ARCHITECTS LLC (133218) | | | | |
| | 6286 | CONSULTING SERVICES - MENTOCK PARK/SPLASH PAD RESTROOM FACILITY | 07/31/2023 | 1,178.00 |
| Total : | | | | 1,178.00 |
| Total POINT ARCHITECTS LLC (133218): | | | | 1,178.00 |
| PURCELL TIRE AND RUBBER COMPANY (132837) | | | | |
| DBA: PURCELL TIRE AND SERVICE C | 31213685 | CREDIT FOR TIRE CASINGS | 08/11/2023 | 300.00- |
| DBA: PURCELL TIRE AND SERVICE C | 31214552 | D12 TIRES | 08/25/2023 | 2,178.08 |
| DBA: PURCELL TIRE AND SERVICE C | 31214552 | SANITATION TIRES | 08/25/2023 | 7,672.56 |
| DBA: PURCELL TIRE AND SERVICE C | 31214552 | PARKS TRAILER TIRES | 08/25/2023 | 723.96 |
| DBA: PURCELL TIRE AND SERVICE C | 31214552 | SANITATION TIRE BALANCE | 08/25/2023 | 200.00 |
| Total : | | | | 10,474.60 |
| Total PURCELL TIRE AND RUBBER COMPANY (132837): | | | | 10,474.60 |
| RAPID FIRE PROTECTION, INC (129543) | | | | |
| | 55538 | SPRINKLER INSPECTION | 08/22/2023 | 245.00 |
| | 55538 | BACKFLOW PREVENTION INSPECTION | 08/22/2023 | 55.00 |
| | 55543 | FIRE ALARM INSPECTION | 08/22/2023 | 300.00 |
| | 55543 | BACKFLOW PREVENTION INSPECTION | 08/22/2023 | 220.00 |
| Total : | | | | 820.00 |
| Total RAPID FIRE PROTECTION, INC (129543): | | | | 820.00 |
| ROCKY MOUNTAIN POWER (7570) | | | | |
| | 08182023 | UTILITIES | 08/18/2023 | 27.44 |
| | 08182023 | UTILITIES | 08/18/2023 | 263.98 |
| Total : | | | | 291.42 |
| Total ROCKY MOUNTAIN POWER (7570): | | | | 291.42 |
| SABER PEST CONTROLL LLC (131183) | | | | |
| | AUD178 | PEST CONTROL - AUDITORIUM | 08/09/2023 | 100.00 |
| | CH178 | PEST CONTROL - CITY HALL | 08/09/2023 | 70.00 |
| | PR102 | PEST CONTROL - PARKS AND FIELDS | 08/14/2023 | 360.00 |
| | PR102 | PEST CONTROL - PARKS SHOP | 08/14/2023 | 80.00 |
| | REC178 | PEST CONTROL - REC CENTER | 08/09/2023 | 105.00 |
| | REC178 | PEST CONTROL - REC CENTER | 08/09/2023 | 105.00 |
| Total : | | | | 820.00 |
| Total SABER PEST CONTROLL LLC (131183): | | | | 820.00 |
| SHUMARD, BRIAN (133306) | | | | |
| | 6.0750.15 | UTILITY DEPOSIT REFUND | 08/11/2023 | 157.90 |
| Total : | | | | 157.90 |
| Total SHUMARD, BRIAN (133306): | | | | 157.90 |
| SKARSHAUG TESTING LAB (9320) | | | | |
| | 270650 | RUBBER GLOVE TESTING | 08/10/2023 | 431.67 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------|---------------------------------|--------------|------------|
| Total : | | | | 431.67 |
| Total SKARSHAUG TESTING LAB (9320): | | | | 431.67 |
| SYSTEMS GRAPHICS INC (129162) | | | | |
| ADVANCED INFO SYSTEMS | 16214 | OUTSOURCE BILLS | 08/07/2023 | 14.38 |
| ADVANCED INFO SYSTEMS | 16214 | OUTSOURCE BILLS | 08/07/2023 | 91.06 |
| ADVANCED INFO SYSTEMS | 16214 | OUTSOURCE BILLS | 08/07/2023 | 81.48 |
| ADVANCED INFO SYSTEMS | 16214 | OUTSOURCE BILLS | 08/07/2023 | 81.48 |
| ADVANCED INFO SYSTEMS | 16214 | OUTSOURCE BILLS | 08/07/2023 | 105.44 |
| ADVANCED INFO SYSTEMS | 16214 | OUTSOURCE BILLS | 08/07/2023 | 105.44 |
| ADVANCED INFO SYSTEMS | 16228 | OUTSOURCE BILLS | 08/18/2023 | 25.20 |
| ADVANCED INFO SYSTEMS | 16228 | OUTSOURCE BILLS | 08/18/2023 | 159.58 |
| ADVANCED INFO SYSTEMS | 16228 | OUTSOURCE BILLS | 08/18/2023 | 142.78 |
| ADVANCED INFO SYSTEMS | 16228 | OUTSOURCE BILLS | 08/18/2023 | 142.78 |
| ADVANCED INFO SYSTEMS | 16228 | OUTSOURCE BILLS | 08/18/2023 | 184.77 |
| ADVANCED INFO SYSTEMS | 16228 | OUTSOURCE BILLS | 08/18/2023 | 184.77 |
| ADVANCED INFO SYSTEMS | 16229 | OUTSOURCE BILLS | 08/25/2023 | 5.28 |
| ADVANCED INFO SYSTEMS | 16229 | OUTSOURCE BILLS | 08/25/2023 | 33.42 |
| ADVANCED INFO SYSTEMS | 16229 | OUTSOURCE BILLS | 08/25/2023 | 29.90 |
| ADVANCED INFO SYSTEMS | 16229 | OUTSOURCE BILLS | 08/25/2023 | 29.90 |
| ADVANCED INFO SYSTEMS | 16229 | OUTSOURCE BILLS | 08/25/2023 | 38.69 |
| ADVANCED INFO SYSTEMS | 16229 | OUTSOURCE BILLS | 08/25/2023 | 38.68 |
| Total : | | | | 1,495.03 |
| Total SYSTEMS GRAPHICS INC (129162): | | | | 1,495.03 |
| TECH PRODUCTS (126248) | | | | |
| | 109322 | URD TAGS | 08/08/2023 | 2,274.67 |
| Total : | | | | 2,274.67 |
| Total TECH PRODUCTS (126248): | | | | 2,274.67 |
| TRAVELERS CL REMITTANCE CENTER (130089) | | | | |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 3,762.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 1,316.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 7,576.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 211.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 588.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 10,315.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 5,993.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 3,478.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 7,369.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 2,037.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 819.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 3,321.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 32.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 81.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 2,204.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 539.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 75.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 5,902.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 322.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 5,948.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 928.00 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|------------|---|--------------|------------|
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 10,457.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 4,390.00 |
| | 08142023 | PROPERTY INSURANCE PREMIUM FY24 | 08/14/2023 | 2,306.00 |
| Total : | | | | 79,969.00 |
| Total TRAVELERS CL REMITTANCE CENTER (130089): | | | | 79,969.00 |
| TURNER, JARROD TUCKER (133184) | | | | |
| JARROD TURNER MUSIC LLC | 08102023-1 | CONCERTS IN THE PARK | 07/12/2023 | 500.00 |
| Total : | | | | 500.00 |
| Total TURNER, JARROD TUCKER (133184): | | | | 500.00 |
| US POSTMASTER (129112) | | | | |
| | 081623 | 2 MONTHS POSTAGE FOR UTILITY BILLING | 08/16/2023 | 4,000.00 |
| Total : | | | | 4,000.00 |
| Total US POSTMASTER (129112): | | | | 4,000.00 |
| WEBB, NICHOLAS (133312) | | | | |
| | 15.6720.37 | UTILITY DEPOSIT REFUND | 08/25/2023 | 58.91 |
| Total : | | | | 58.91 |
| Total WEBB, NICHOLAS (133312): | | | | 58.91 |
| WELLS FARGO COMMERICAL CARD (132565) | | | | |
| | 082323 | Tiny tots | 08/23/2023 | 39.99 |
| | 082323 | pool deck repairs | 08/23/2023 | 332.74 |
| | 082323 | wasp spray | 08/23/2023 | 11.18 |
| | 082323 | Car Wash C06 | 08/23/2023 | 9.00 |
| | 082323 | CO2 | 08/23/2023 | 44.15 |
| | 082323 | Tiny tots supplies | 08/23/2023 | 14.97 |
| | 082323 | 14"" tapping saddles | 08/23/2023 | 987.00 |
| | 082323 | mirrors | 08/23/2023 | 52.18 |
| | 082323 | meeting expense | 08/23/2023 | 32.29 |
| | 082323 | flared fittings 3/4"" | 08/23/2023 | 45.72 |
| | 082323 | UA/Evidence to Lab | 08/23/2023 | 7.03 |
| | 082323 | Tiny tots Supplies | 08/23/2023 | 7.14 |
| | 082323 | plug and hoop for Aquatics programs | 08/23/2023 | 105.36 |
| | 082323 | room lusk | 08/23/2023 | 131.04 |
| | 082323 | room lusk | 08/23/2023 | 131.04 |
| | 082323 | tax removed from invoice | 08/23/2023 | 39.16- |
| | 082323 | Bomb team training - C13 - Baggage Charge | 08/23/2023 | 35.00 |
| | 082323 | Bomb team training - C13 - Meal | 08/23/2023 | 21.00 |
| | 082323 | roof flashing | 08/23/2023 | 59.96 |
| | 082323 | roof caulking | 08/23/2023 | 19.18 |
| | 082323 | Trimmer | 08/23/2023 | 45.00 |
| | 082323 | ice cream social supplies | 08/23/2023 | 28.64 |
| | 082323 | door pieces and vacuum supplies. | 08/23/2023 | 93.46 |
| | 082323 | steam room repairs | 08/23/2023 | 18.98 |
| | 082323 | zinc caps | 08/23/2023 | 166.85 |
| | 082323 | Tiny Tots supplies | 08/23/2023 | 87.84 |
| | 082323 | Chalk | 08/23/2023 | 5.38 |
| | 082323 | toner cartridge | 08/23/2023 | 120.50 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|---|--------------|------------|
| | 082323 | F05 spacer | 08/23/2023 | 3.02 |
| | 082323 | Car Wash C05 | 08/23/2023 | 9.00 |
| | 082323 | meeting expenses | 08/23/2023 | 84.94 |
| | 082323 | Water for mini golf | 08/23/2023 | 14.76 |
| | 082323 | C04 Car wash | 08/23/2023 | 9.00 |
| | 082323 | steam room repairs | 08/23/2023 | 27.96 |
| | 082323 | pump room repairs | 08/23/2023 | 64.99 |
| | 082323 | Car Wash C12 | 08/23/2023 | 12.00 |
| | 082323 | Tools | 08/23/2023 | 14.99 |
| | 082323 | Car Wash C10 | 08/23/2023 | 9.00 |
| | 082323 | ice skating with KOM | 08/23/2023 | 171.00 |
| | 082323 | KOM ice cream | 08/23/2023 | 26.94 |
| | 082323 | block ice for kids program | 08/23/2023 | 14.52 |
| | 082323 | Shop supplies | 08/23/2023 | 69.98 |
| | 082323 | propane | 08/23/2023 | 56.25 |
| | 082323 | Hard plates for new officer | 08/23/2023 | 422.00 |
| | 082323 | Ship out expired ballistic plate | 08/23/2023 | 275.00 |
| | 082323 | Mechanical pencil lead refills | 08/23/2023 | 5.92 |
| | 082323 | Food for Training | 08/23/2023 | 29.83 |
| | 082323 | Irrigation | 08/23/2023 | 3.58 |
| | 082323 | Atox and tuffies cleaning supplies | 08/23/2023 | 1,755.80 |
| | 082323 | tide pods to clean rags | 08/23/2023 | 19.94 |
| | 082323 | Pre Employment Drug Test | 08/23/2023 | 90.50 |
| | 082323 | gloves | 08/23/2023 | 36.98 |
| | 082323 | bug zapper | 08/23/2023 | 59.99 |
| | 082323 | Car Wash C27 | 08/23/2023 | 23.00 |
| | 082323 | shower heads | 08/23/2023 | 807.24 |
| | 082323 | Online Training - Street Survival - C10 | 08/23/2023 | 199.00 |
| | 082323 | Optiplex Towers for ST & LT Evidence | 08/23/2023 | 3,000.00 |
| | 082323 | quick link for speed bag | 08/23/2023 | 11.98 |
| | 082323 | Irrigation | 08/23/2023 | 29.58 |
| | 082323 | free golf game cards | 08/23/2023 | 120.00 |
| | 082323 | Car Wash C18 | 08/23/2023 | 9.00 |
| | 082323 | GRC GROUNDING CLAMPS | 08/23/2023 | 1,673.88 |
| | 082323 | ice cream social supplies | 08/23/2023 | 19.62 |
| | 082323 | traps for wasps | 08/23/2023 | 31.98 |
| | 082323 | keypad lock for map room | 08/23/2023 | 139.99 |
| | 082323 | Food for Meeting with CFD | 08/23/2023 | 67.14 |
| | 082323 | Vehicle maint | 08/23/2023 | 14.97 |
| | 082323 | Cupholder | 08/23/2023 | 21.94 |
| | 082323 | PHOTO EYES | 08/23/2023 | 50.05 |
| | 082323 | Taser Accessories | 08/23/2023 | 87.90 |
| | 082323 | Chamber light repair | 08/23/2023 | 133.17 |
| | 082323 | Irrigation | 08/23/2023 | 7.41 |
| | 082323 | Car Wash C04 | 08/23/2023 | 9.00 |
| | 082323 | OSB boards to get the lift across the grass to clean aquatics windows | 08/23/2023 | 64.00 |
| | 082323 | batteries | 08/23/2023 | 7.99 |
| | 082323 | screwdrivers | 08/23/2023 | 27.99 |
| | 082323 | Pre Employment Psychological Services | 08/23/2023 | 400.00 |
| | 082323 | Credit for Duplicate Charge | 08/23/2023 | 309.00- |
| | 082323 | UA/Evidence to Lab | 08/23/2023 | 7.03 |
| | 082323 | Trash can | 08/23/2023 | 20.00 |
| | 082323 | Car Wash C13 | 08/23/2023 | 11.00 |
| | 082323 | KOM Monday movies | 08/23/2023 | 280.00 |
| | 082323 | kids programs | 08/23/2023 | 79.00 |
| | 082323 | kleenex | 08/23/2023 | 31.82 |
| | 082323 | dumpster lids | 08/23/2023 | 1,529.20 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 199.27 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|----------------------------------|--------------|------------|
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 390.73 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 379.83 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 25.59 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 11.82 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 54.82 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 90.41 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 57.16 |
| | 082323 | AMAZON PRIME SUBSCRIPTION | 08/23/2023 | 89.37 |
| | 082323 | rv dump repair parts | 08/23/2023 | 13.18 |
| | 082323 | Bolts D11 | 08/23/2023 | 27.42 |
| | 082323 | portable external hard drive | 08/23/2023 | 96.00 |
| | 082323 | Nitrile gloves | 08/23/2023 | 212.00 |
| | 082323 | mirrors | 08/23/2023 | 54.18- |
| | 082323 | aquatics cleaning supplies | 08/23/2023 | 118.53 |
| | 082323 | cups for KOM | 08/23/2023 | 6.28 |
| | 082323 | Security Contract | 08/23/2023 | 75.98 |
| | 082323 | Security Contract | 08/23/2023 | 37.99 |
| | 082323 | Security Contract | 08/23/2023 | 37.98 |
| | 082323 | pennant flags for the front desk | 08/23/2023 | 28.49 |
| | 082323 | mirrors for loader | 08/23/2023 | 60.54 |
| | 082323 | Utilities | 08/23/2023 | 24.08 |
| | 082323 | Utilities | 08/23/2023 | 41.23 |
| | 082323 | Utilities | 08/23/2023 | 41.23 |
| | 082323 | Utilities | 08/23/2023 | 30.93- |
| | 082323 | Utilities | 08/23/2023 | 122.47 |
| | 082323 | Utilities | 08/23/2023 | 20.62 |
| | 082323 | Utilities | 08/23/2023 | 20.62 |
| | 082323 | Utilities | 08/23/2023 | 662.32 |
| | 082323 | Utilities | 08/23/2023 | 164.92 |
| | 082323 | Utilities | 08/23/2023 | 32.16 |
| | 082323 | Utilities | 08/23/2023 | 151.20 |
| | 082323 | Utilities | 08/23/2023 | 40.01 |
| | 082323 | Utilities | 08/23/2023 | 39.98 |
| | 082323 | Utilities | 08/23/2023 | 242.50 |
| | 082323 | Utilities | 08/23/2023 | 40.01 |
| | 082323 | Utilities | 08/23/2023 | 70.05 |
| | 082323 | Utilities | 08/23/2023 | 122.47 |
| | 082323 | Utilities | 08/23/2023 | 233.50 |
| | 082323 | Utilities | 08/23/2023 | 40.01 |
| | 082323 | Utilities | 08/23/2023 | 41.23 |
| | 082323 | Utilities | 08/23/2023 | 41.23 |
| | 082323 | Utilities | 08/23/2023 | 13.61 |
| | 082323 | Utilities | 08/23/2023 | 132.27 |
| | 082323 | Utilities | 08/23/2023 | 13.06 |
| | 082323 | Utilities | 08/23/2023 | 13.61 |
| | 082323 | Utilities | 08/23/2023 | 96.14 |
| | 082323 | Utilities | 08/23/2023 | 52.05 |
| | 082323 | Utilities | 08/23/2023 | 14.02 |
| | 082323 | Utilities | 08/23/2023 | 104.71 |
| | 082323 | Utilities | 08/23/2023 | 44.70 |
| | 082323 | Utilities | 08/23/2023 | 305.56 |
| | 082323 | Utilities | 08/23/2023 | 145.48 |
| | 082323 | Duty Belts | 08/23/2023 | 325.11 |
| | 082323 | PO Interviews - Lunch | 08/23/2023 | 85.81 |
| | 082323 | Security Services | 08/23/2023 | 76.80 |
| | 082323 | Security Services | 08/23/2023 | 76.80 |
| | 082323 | Security Contract | 08/23/2023 | 145.35 |
| | 082323 | propane | 08/23/2023 | 31.60 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|---|--------------|------------|
| | 082323 | Sound bars for Short & Long Term Evidence Computers | 08/23/2023 | 165.00 |
| | 082323 | Uniform Embroidery | 08/23/2023 | 167.00 |
| | 082323 | asphalt felt | 08/23/2023 | 178.74 |
| | 082323 | extension cord | 08/23/2023 | 84.40 |
| | 082323 | meeting expense | 08/23/2023 | 62.27 |
| | 082323 | WLEA Leadership Training - C12, C26 - Meal | 08/23/2023 | 50.03 |
| | 082323 | Monitors for Short & Long Term Evidence | 08/23/2023 | 500.00 |
| | 082323 | embroidery | 08/23/2023 | 50.00 |
| | 082323 | cleaning supplies | 08/23/2023 | 31.76 |
| | 082323 | batteries | 08/23/2023 | 19.99 |
| | 082323 | iPad, cables surge strip for Concerts in the Park | 08/23/2023 | 961.63 |
| | 082323 | washing machine | 08/23/2023 | 1,018.16 |
| | 082323 | Utilities | 08/23/2023 | 86.45 |
| | 082323 | Utilities | 08/23/2023 | 87.68 |
| | 082323 | Utilities | 08/23/2023 | 1,807.63 |
| | 082323 | Utilities | 08/23/2023 | 56.45 |
| | 082323 | Utilities | 08/23/2023 | 193.76 |
| | 082323 | Utilities | 08/23/2023 | 541.16 |
| | 082323 | Utilities | 08/23/2023 | 541.16 |
| | 082323 | Utilities | 08/23/2023 | 72.40 |
| | 082323 | Utilities | 08/23/2023 | 87.55 |
| | 082323 | Utilities | 08/23/2023 | 193.76 |
| | 082323 | Utilities | 08/23/2023 | 159.00 |
| | 082323 | Utilities | 08/23/2023 | 199.63 |
| | 082323 | Utilities | 08/23/2023 | 98.35 |
| | 082323 | Utilities | 08/23/2023 | 89.14 |
| | 082323 | office supplies double sided tape. | 08/23/2023 | 9.89 |
| | 082323 | hydro nozzle, ripsaw repair kit, extension, gauge | 08/23/2023 | 360.62 |
| | 082323 | pine cleaner | 08/23/2023 | 9.56 |
| | 082323 | drinking water | 08/23/2023 | 13.92 |
| | 082323 | Utilities | 08/23/2023 | 6.52 |
| | 082323 | Utilities | 08/23/2023 | 1,819.04 |
| | 082323 | Utilities | 08/23/2023 | 5,445.26 |
| | 082323 | Utilities | 08/23/2023 | 355.02 |
| | 082323 | Utilities | 08/23/2023 | 904.73 |
| | 082323 | Utilities | 08/23/2023 | 743.04 |
| | 082323 | Utilities | 08/23/2023 | 466.77 |
| | 082323 | Utilities | 08/23/2023 | 659.21 |
| | 082323 | Utilities | 08/23/2023 | 10.56 |
| | 082323 | Utilities | 08/23/2023 | 16.51 |
| | 082323 | Utilities | 08/23/2023 | 7,213.58 |
| | 082323 | Utilities | 08/23/2023 | 7,203.22 |
| | 082323 | Utilities | 08/23/2023 | 19.03 |
| | 082323 | Utilities | 08/23/2023 | 421.40 |
| | 082323 | Utilities | 08/23/2023 | 10.56 |
| | 082323 | Utilities | 08/23/2023 | 7,989.43 |
| | 082323 | Utilities | 08/23/2023 | 10.56 |
| | 082323 | Utilities | 08/23/2023 | 1,194.65 |
| | 082323 | Utilities | 08/23/2023 | 10.56 |
| | 082323 | Utilities | 08/23/2023 | 45.45 |
| | 082323 | Utilities | 08/23/2023 | 310.01 |
| | 082323 | Utilities | 08/23/2023 | 10.56 |
| | 082323 | Utilities | 08/23/2023 | 1,260.61 |
| | 082323 | Utilities | 08/23/2023 | 1,260.63 |
| | 082323 | gloves | 08/23/2023 | 18.99 |
| | 082323 | File cabinet C14 | 08/23/2023 | 915.50 |
| | 082323 | UPS Backups C01, C05, C14, C31 | 08/23/2023 | 443.04 |
| | 082323 | wifi extender | 08/23/2023 | 69.99 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|---|--------------|------------|
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 63.00 |
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 21.00 |
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 42.00 |
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 77.00 |
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 7.00 |
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 16.79 |
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 7.00 |
| | 082323 | All Employee fall picnic expense | 08/23/2023 | 28.00 |
| | 082323 | curb riser parts | 08/23/2023 | 33.58 |
| | 082323 | Drum Plugs | 08/23/2023 | 16.82 |
| | 082323 | Car Wash C28 | 08/23/2023 | 9.00 |
| | 082323 | Shower head | 08/23/2023 | 115.32 |
| | 082323 | Drawer organizer C31 | 08/23/2023 | 6.99 |
| | 082323 | Cables | 08/23/2023 | 47.80 |
| | 082323 | battery A23, filters A06 A18 A15 A05 | 08/23/2023 | 144.45 |
| | 082323 | sensor B26, filter B18 | 08/23/2023 | 32.69 |
| | 082323 | filter G14 B44 D15 D14 D13 D12, mud flap D13, valve F02, lights F04 | 08/23/2023 | 205.03 |
| | 082323 | caliper kit, air tool, dolly, hose | 08/23/2023 | 786.38 |
| | 082323 | filter C03 | 08/23/2023 | 44.92 |
| | 082323 | filter B34 | 08/23/2023 | 5.24 |
| | 082323 | filter B09 | 08/23/2023 | 5.24 |
| | 082323 | shower head | 08/23/2023 | 98.95 |
| | 082323 | Shop supplies | 08/23/2023 | 13.53 |
| | 082323 | Shop supplies | 08/23/2023 | 19.98 |
| | 082323 | Anniversary raffle prize | 08/23/2023 | 30.00 |
| | 082323 | SRO Conference C09 - Hotel | 08/23/2023 | 196.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 34.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 328.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 328.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 25.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 38.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 302.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 25.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 145.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 65.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 65.00 |
| | 082323 | vehicle maintenance subscription | 08/23/2023 | 145.00 |
| | 082323 | fuse for water crane | 08/23/2023 | 9.59 |
| | 082323 | safety glasses | 08/23/2023 | 19.99 |
| | 082323 | Ethan's Boots | 08/23/2023 | 169.00 |
| | 082323 | Berry's Boots | 08/23/2023 | 309.00 |
| | 082323 | Breakroom supplies | 08/23/2023 | 3.59 |
| | 082323 | Shop supplies | 08/23/2023 | 10.36 |
| | 082323 | SRO Conference C09 - Meal | 08/23/2023 | 17.63 |
| | 082323 | KOM snacks | 08/23/2023 | 67.64 |
| | 082323 | SRO Conference C09 - Food | 08/23/2023 | 6.17 |
| | 082323 | Duplicate Charge | 08/23/2023 | 309.00 |
| | 082323 | meeting expense | 08/23/2023 | 37.44 |
| | 082323 | WLEA Leadership Training - C12 - Meal | 08/23/2023 | 17.18 |
| | 082323 | SRO Conference C09 - Meal | 08/23/2023 | 20.24 |
| | 082323 | Track G18 | 08/23/2023 | 1,700.00 |
| | 082323 | SRO Conference C09 - Meal | 08/23/2023 | 29.53 |
| | 082323 | Vehicle maint | 08/23/2023 | 17.94 |
| | 082323 | dumpster lids | 08/23/2023 | 1,890.11 |
| | 082323 | DEF fluid | 08/23/2023 | 232.31 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 42.19 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 24.88 |
| | 082323 | painting supplies for clean week | 08/23/2023 | 142.53 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|---|--------------|------------|
| | 082323 | Switch A14 | 08/23/2023 | 163.32 |
| | 082323 | office supplies | 08/23/2023 | 91.35 |
| | 082323 | cleaning supplies upholstery cleaner | 08/23/2023 | 118.00 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 25.93 |
| | 082323 | WLEA Leadership Training - C12, C26 - Gas | 08/23/2023 | 42.63 |
| | 082323 | Tools | 08/23/2023 | 22.99 |
| | 082323 | swim bands | 08/23/2023 | 76.80 |
| | 082323 | thermostat | 08/23/2023 | 68.89 |
| | 082323 | filter bags | 08/23/2023 | 103.48 |
| | 082323 | splice and light F02 | 08/23/2023 | 27.98 |
| | 082323 | repairs to womens bathroom | 08/23/2023 | 31.86 |
| | 082323 | Car Wash C13 | 08/23/2023 | 11.00 |
| | 082323 | Flags | 08/23/2023 | 457.80 |
| | 082323 | SRO Conference C09 - Meal | 08/23/2023 | 9.49 |
| | 082323 | To Billings PD for Collaboration of Vehicle Theft Case - Meal | 08/23/2023 | 9.79 |
| | 082323 | locks for school zone signs | 08/23/2023 | 19.99 |
| | 082323 | SRO Conference C09 - Meal | 08/23/2023 | 11.07 |
| | 082323 | Monday at the Movies | 08/23/2023 | 378.00 |
| | 082323 | SRO Conference C09 - Meal | 08/23/2023 | 30.07 |
| | 082323 | connectors | 08/23/2023 | 24.30 |
| | 082323 | PD VACANCY ADS | 08/23/2023 | 514.08 |
| | 082323 | ADS CONCERTS IN THE PARK | 08/23/2023 | 400.00 |
| | 082323 | ADS - REC | 08/23/2023 | 335.00 |
| | 082323 | CHIP SEAL SCHEDULE AD | 08/23/2023 | 599.76 |
| | 082323 | LIQUOR LICENSE AD | 08/23/2023 | 420.00 |
| | 082323 | MINUTES AND OTHER LEAGL PUBLICATIONS | 08/23/2023 | 2,842.56 |
| | 082323 | batteries | 08/23/2023 | 24.96 |
| | 082323 | hose | 08/23/2023 | 54.99 |
| | 082323 | ice skating for KOM | 08/23/2023 | 120.00 |
| | 082323 | Car Wash | 08/23/2023 | 18.00 |
| | 082323 | ice cream social supplies | 08/23/2023 | 53.97 |
| | 082323 | Irrigation | 08/23/2023 | 538.81 |
| | 082323 | Tools | 08/23/2023 | 19.18 |
| | 082323 | Can holder | 08/23/2023 | 16.96 |
| | 082323 | screen F05 | 08/23/2023 | 9.88 |
| | 082323 | tapping saddles, curb caps | 08/23/2023 | 634.98 |
| | 082323 | Car Wash C10 | 08/23/2023 | 9.00 |
| | 082323 | steam room repairs | 08/23/2023 | 95.48 |
| | 082323 | random drug testing | 08/23/2023 | 125.00 |
| | 082323 | random drug testing | 08/23/2023 | 90.50 |
| | 082323 | FUEL INTAKE HOSE | 08/23/2023 | 36.59 |
| | 082323 | Hard plates for Tac Team | 08/23/2023 | 9,560.00 |
| | 082323 | Risk assessments | 08/23/2023 | 226.10 |
| | 082323 | message pads | 08/23/2023 | 6.87 |
| | 082323 | message pads | 08/23/2023 | 6.86 |
| | 082323 | SRO Conference C09 - Gas | 08/23/2023 | 63.68 |
| | 082323 | boots | 08/23/2023 | 119.99 |
| | 082323 | sink at City Hall - Franklin will get a copy of invoice | 08/23/2023 | 154.28 |
| | 082323 | Car Wash C03 | 08/23/2023 | 9.00 |
| | 082323 | organizer | 08/23/2023 | 39.98 |
| | 082323 | Traffic vests | 08/23/2023 | 410.94 |
| | 082323 | ice cream social supplies | 08/23/2023 | 71.96 |
| | 082323 | propane | 08/23/2023 | 28.00 |
| | 082323 | UA/Evidence to Lab | 08/23/2023 | 13.82 |
| | 082323 | Clothing | 08/23/2023 | 127.99 |
| | 082323 | Horseshoe pits | 08/23/2023 | 80.00 |
| | 082323 | gloves | 08/23/2023 | 17.99 |
| | 082323 | batteries | 08/23/2023 | 32.98 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|--|--------------|------------|
| | 082323 | employee fall picnic expense | 08/23/2023 | 12.76 |
| | 082323 | Tow B03 | 08/23/2023 | 95.00 |
| | 082323 | ADS CONCERTS IN THE PARK | 08/23/2023 | 4,689.00 |
| | 082323 | meeting expense | 08/23/2023 | 31.10 |
| | 082323 | oasis water park | 08/23/2023 | 325.00 |
| | 082323 | Dollys | 08/23/2023 | 246.34 |
| | 082323 | washer fluid | 08/23/2023 | 181.47 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 12.84 |
| | 082323 | ice cream social | 08/23/2023 | 28.72 |
| | 082323 | Irrigation | 08/23/2023 | 66.46 |
| | 082323 | portable sdd | 08/23/2023 | 79.99 |
| | 082323 | t-shirts for Runners Stampede | 08/23/2023 | 1,311.50 |
| | 082323 | t-shirts for Runner's Stampede | 08/23/2023 | 1,311.50 |
| | 082323 | Desk organizer, monitor stand | 08/23/2023 | 93.95 |
| | 082323 | Car Wash C11 | 08/23/2023 | 20.00 |
| | 082323 | UFS Explore RAID Recovery for Windows License | 08/23/2023 | 145.55 |
| | 082323 | HAND TOOLS | 08/23/2023 | 28.61 |
| | 082323 | chemicals and reagents | 08/23/2023 | 345.53 |
| | 082323 | chemicals and reagents | 08/23/2023 | 345.53 |
| | 082323 | pvc conduit parts for rw service drops | 08/23/2023 | 92.63 |
| | 082323 | shipping shirts for Runner's Stampede | 08/23/2023 | 29.08 |
| | 082323 | shipping for runners stampede shirts | 08/23/2023 | 29.08 |
| | 082323 | Irrigation | 08/23/2023 | 262.59 |
| | 082323 | Car Wash C06 | 08/23/2023 | 9.00 |
| | 082323 | Tiny tots | 08/23/2023 | 6.84 |
| | 082323 | Vehicle maint | 08/23/2023 | 1,302.72 |
| | 082323 | Desk organizer, cubicle hooks | 08/23/2023 | 23.69 |
| | 082323 | Pens, wrist support, drawer organizer, highlighters, cable | 08/23/2023 | 286.32 |
| | 082323 | LOCATING PAINT | 08/23/2023 | 117.00 |
| | 082323 | water for mini golf | 08/23/2023 | 7.38 |
| | 082323 | KOM snacks | 08/23/2023 | 138.26 |
| | 082323 | Utilities | 08/23/2023 | 392.63 |
| | 082323 | Utilities | 08/23/2023 | .55 |
| | 082323 | FirstNet Cell Phone Bill | 08/23/2023 | 160.16 |
| | 082323 | FirstNet Cell Phone Bill | 08/23/2023 | 87.87 |
| | 082323 | FirstNet Cell Phone Bill | 08/23/2023 | 352.09 |
| | 082323 | FirstNet Cell Phone Bill | 08/23/2023 | 87.87 |
| | 082323 | Monday at the movies | 08/23/2023 | 336.00 |
| | 082323 | PVC SWEEP 4"" REPAIR | 08/23/2023 | 148.19 |
| | 082323 | Ammunition | 08/23/2023 | 5,230.37 |
| | 082323 | A/C D01 | 08/23/2023 | 323.26 |
| | 082323 | misc office supplies | 08/23/2023 | 16.88 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 6.42 |
| | 082323 | Car Wash C04 | 08/23/2023 | 9.00 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 9.39 |
| | 082323 | office supplies | 08/23/2023 | 218.95 |
| | 082323 | Irrigation | 08/23/2023 | 2,286.15 |
| | 082323 | Faucets | 08/23/2023 | 399.53 |
| | 082323 | UA/Evidence to Lab | 08/23/2023 | 7.03 |
| | 082323 | nuts and bolts | 08/23/2023 | 73.59 |
| | 082323 | rack station server bundle | 08/23/2023 | 1,599.00 |
| | 082323 | slide cleaners | 08/23/2023 | 620.30 |
| | 082323 | Gas for Patrol Unit# A 07 | 08/23/2023 | 60.40 |
| | 082323 | Peace Officer ID C14 | 08/23/2023 | 12.25 |
| | 082323 | misc office supplies | 08/23/2023 | 11.93 |
| | 082323 | meeting expense | 08/23/2023 | 10.71 |
| | 082323 | mixed gas | 08/23/2023 | 8.99 |
| | 082323 | grout for tile in pool | 08/23/2023 | 276.56 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|--|--------------|------------|
| | 082323 | misc supplies | 08/23/2023 | 5.39 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 24.99 |
| | 082323 | Disney plus | 08/23/2023 | 10.99 |
| | 082323 | Fuse for lab AC | 08/23/2023 | 18.56 |
| | 082323 | Aquatics office supplies | 08/23/2023 | 132.53 |
| | 082323 | Chairs | 08/23/2023 | 509.94 |
| | 082323 | Trimmers | 08/23/2023 | 35.14 |
| | 082323 | portable SDD | 08/23/2023 | 129.99 |
| | 082323 | propane | 08/23/2023 | 30.80 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 47.19 |
| | 082323 | employee fall picnic expense | 08/23/2023 | 34.97 |
| | 082323 | misc office supplies | 08/23/2023 | 59.40 |
| | 082323 | ADS CONCERTS IN THE PARK | 08/23/2023 | 336.00 |
| | 082323 | POLICE VACANCY ADS | 08/23/2023 | 510.50 |
| | 082323 | Restroom upgrades | 08/23/2023 | 6,368.10 |
| | 082323 | monthly planner | 08/23/2023 | 35.98 |
| | 082323 | Breakroom supplies | 08/23/2023 | 7.18 |
| | 082323 | Shop supplies | 08/23/2023 | 6.78 |
| | 082323 | Tools | 08/23/2023 | 96.95 |
| | 082323 | Irrigation | 08/23/2023 | 31.47 |
| | 082323 | grout scrubbers, bonder and grout repair | 08/23/2023 | 719.00 |
| | 082323 | Car Wash C27 | 08/23/2023 | 15.00 |
| | 082323 | RETURN Drawer Pull | 08/23/2023 | 9.75- |
| | 082323 | shovel and broom for chip seal application | 08/23/2023 | 178.71 |
| | 082323 | SWAT Team Leader Development Training - C12, C19 | 08/23/2023 | 1,530.00 |
| | 082323 | Irrigation | 08/23/2023 | 202.76 |
| | 082323 | meeting expense | 08/23/2023 | 36.58 |
| | 082323 | Swings | 08/23/2023 | 249.90 |
| | 082323 | Tech Supplies | 08/23/2023 | 724.70 |
| | 082323 | sprayer for chip seal | 08/23/2023 | 37.98 |
| | 082323 | flush valve seal for women's bathroom at Nichol Mall | 08/23/2023 | 4.99 |
| | 082323 | Car Wash C07 | 08/23/2023 | 9.00 |
| | 082323 | embroidery | 08/23/2023 | 150.00 |
| | 082323 | GFOA Training | 08/23/2023 | 35.00 |
| | 082323 | Office Supplies | 08/23/2023 | 152.00 |
| | 082323 | WORK BOOTS | 08/23/2023 | 420.00 |
| | 082323 | Printer Toner | 08/23/2023 | 45.99 |
| | 082323 | Patrol rifle replacement cycle - optics | 08/23/2023 | 1,030.93 |
| | 082323 | PVC CONDUIT & SWEEPS | 08/23/2023 | 9,764.32 |
| | 082323 | Irrigation | 08/23/2023 | 37.86 |
| | 082323 | Custom Vest Carrier C21 | 08/23/2023 | 347.00 |
| | 082323 | Office Supplies | 08/23/2023 | 17.49 |
| | 082323 | Measuring wheel and Gloves chipping | 08/23/2023 | 65.97 |
| | 082323 | Peace Officer ID C19 | 08/23/2023 | 12.25 |
| | 082323 | Notary stamp C06 | 08/23/2023 | 21.65 |
| | 082323 | SAS Drives for Server | 08/23/2023 | 61.90 |
| | 082323 | Irrigation | 08/23/2023 | 19.41 |
| | 082323 | Spotify for fitness classes | 08/23/2023 | 15.99 |
| | 082323 | paint for Rec Center | 08/23/2023 | 207.96 |
| | 082323 | Electrical work on lift pump for sewer at Recycle | 08/23/2023 | 110.00 |
| | 082323 | Water for mini golf | 08/23/2023 | 3.69 |
| | 082323 | KOM | 08/23/2023 | 89.32 |
| | 082323 | BOLTS FOR TAMP | 08/23/2023 | 3.07 |
| | 082323 | Fork Rental | 08/23/2023 | 61.13 |
| | 082323 | SSD for Server | 08/23/2023 | 215.00 |
| | 082323 | HDD cable for server | 08/23/2023 | 28.98 |
| | 082323 | PPE for Aquatics | 08/23/2023 | 309.97 |
| | 082323 | PPE for Aquatics | 08/23/2023 | 309.97 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|----------------|---------|--|--------------|------------|
| | 082323 | Car Wash C04 | 08/23/2023 | 9.00 |
| | 082323 | Coffee | 08/23/2023 | 14.50 |
| | 082323 | Toner | 08/23/2023 | 251.89 |
| | 082323 | Hose A103 | 08/23/2023 | 16.04 |
| | 082323 | Bibs Tanner | 08/23/2023 | 89.99 |
| | 082323 | KoM Movie | 08/23/2023 | 238.00 |
| | 082323 | thermostat | 08/23/2023 | 42.62 |
| | 082323 | roof repairs | 08/23/2023 | 25.99 |
| | 082323 | Tablecloth | 08/23/2023 | 5.95 |
| | 082323 | Irrigation | 08/23/2023 | 9.13 |
| | 082323 | Random Drug Test | 08/23/2023 | 90.50 |
| | 082323 | RETURN Chief Stars | 08/23/2023 | 11.65- |
| | 082323 | Flower beds | 08/23/2023 | 890.50 |
| | 082323 | Coffee | 08/23/2023 | 26.82 |
| | 082323 | Car Wash C27 | 08/23/2023 | 15.00 |
| | 082323 | Brakes C03 | 08/23/2023 | 650.20 |
| | 082323 | Crime Scene Techniques Training C19 - Meal | 08/23/2023 | 14.57 |
| | 082323 | paint for cardboard dumpsters | 08/23/2023 | 313.96 |
| | 082323 | Shop supplies | 08/23/2023 | 62.93 |
| | 082323 | Coffee | 08/23/2023 | 44.34 |
| | 082323 | Desk Organizer C07 | 08/23/2023 | 33.97 |
| | 082323 | forklift propane | 08/23/2023 | 22.95 |
| | 082323 | mulch Canyon Ave | 08/23/2023 | 4.49 |
| | 082323 | fly trap | 08/23/2023 | 5.99 |
| | 082323 | wand for hotsty to clean locker floors | 08/23/2023 | 89.20 |
| | 082323 | wand for hotsty to clean locker floors | 08/23/2023 | 89.19 |
| | 082323 | Paper Towels, Toilet Paper, Soaps for Lab | 08/23/2023 | 64.91 |
| | 082323 | coffee and filters | 08/23/2023 | 11.65 |
| | 082323 | RETURN Chief Stars | 08/23/2023 | 16.81- |
| | 082323 | Peace Officer ID C05 | 08/23/2023 | 12.25 |
| | 082323 | Coffee | 08/23/2023 | 55.96 |
| | 082323 | Car Wash C07 | 08/23/2023 | 9.00 |
| | 082323 | Tasers & Accessories | 08/23/2023 | 9,081.05 |
| | 082323 | Peace Officer ID C01 | 08/23/2023 | 12.25 |
| | 082323 | gate wheel | 08/23/2023 | 52.00 |
| | 082323 | flapper for Nichol Mall women's bathroom | 08/23/2023 | 6.99 |
| | 082323 | fly traps | 08/23/2023 | 29.96 |
| | 082323 | couplers Canyon Ave | 08/23/2023 | 11.61 |
| | 082323 | USB adapter, organizer | 08/23/2023 | 41.98 |
| | 082323 | grass seed Canyon Ave | 08/23/2023 | 25.99 |
| | 082323 | nuts and bolts | 08/23/2023 | 50.60 |
| | 082323 | Car Wash C21 | 08/23/2023 | 9.00 |
| | 082323 | pre employment drug test | 08/23/2023 | 55.00 |
| | 082323 | Tools | 08/23/2023 | 26.98 |

Total : 158,016.98

Total WELLS FARGO COMMERICAL CARD (132565): 158,016.98

WESTERN UNITED ELECTRIC SUPPLY (10605)

| | | | |
|---------|---------------------------------|------------|-----------|
| 6092611 | SECONDARY PEDESTALS | 07/25/2023 | 5,500.00 |
| 6093312 | BUSHING COVERS | 08/02/2023 | 219.56 |
| 6094114 | 10KVA & 50KVA O.H. TRANSFORMERS | 08/11/2023 | 21,838.90 |

Total : 27,558.46

Total WESTERN UNITED ELECTRIC SUPPLY (10605): 27,558.46

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------|--|--------------|--------------|
| WILCOXSON'S INC (130566) | | | | |
| | 962092 | ICE CREAM FOR ICE CREAM SOCIAL AND LAST CONCERT IN THE PARK | 08/17/2023 | 362.50 |
| Total : | | | | 362.50 |
| Total WILCOXSON'S INC (130566): | | | | 362.50 |
| WOOD, DYLAN (133240) | | | | |
| | 59856943 | REC CENTER REFUND | 08/21/2023 | 725.00 |
| Total : | | | | 725.00 |
| Total WOOD, DYLAN (133240): | | | | 725.00 |
| YELLOWSTONE ELECTRIC INC (133040) | | | | |
| | 41033 | VALLEY VIEW SCADA RELAY SWITCH | 07/27/2023 | 170.00 |
| | 41123 | WEST LIFT STATION PUMP RELAY REPLACEMENT | 08/14/2023 | 680.94 |
| Total : | | | | 850.94 |
| Total YELLOWSTONE ELECTRIC INC (133040): | | | | 850.94 |
| Grand Totals: | | | | 1,024,223.53 |
| Payroll 08/13/23 | | | | 314,117.04 |
| Payroll 08/27/23 | | | | 296,464.75 |
| TOTAL | | | | 1,634,805.32 |

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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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:

MEETING DATE: 9/5/2023

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT **Bid 2023-07 (1) New Side Dump Trailer**

ACTION TO BE TAKEN:

Consider approval of the award of Bid 2023-07 to Floyd's Truck Center for (1) Jet side dump trailer in the amount of \$72,846.00.

SUMMARY OF INFORMATION:

A request was made in FY 24 budget for the purchase of a new side dump trailer to be used within the Streets Division.

Bid packets were sent to Aria Contracting, Floyd's Truck Center and Frost Machines.

Two bidders submitted two bids. These bids were opened at City Hall on 8/10/2023.

Floyd's Truck Center submitted one bid for (1) Jet side dump trailer in the amount of \$72,846.00. This bid meets all required specifications.

Frost Machines LLC submitted one bid for (1) Trail King side dump trailer in the amount of \$71,286.00. The bidder did note that the freight charge included in this bid is only an estimate and the actual charge is to be determined at the time of shipment. They have also indicated that prices and specifications are subject to change without notice. This bid does not meet all required specifications.

FISCAL IMPACT

Funding, in the amount of \$85,000.00 was budgeted for and approved in the Fiscal Year 2024 budget.

ATTACHMENTS

1. Floyd's Truck Center Inc completed bid packet.

AGENDA & SUMMARY REPORT TO:

1. Kevin Chafee, Floyd's Truck Center, kchafee@floydstrucks.com
2. Jim Rodgers, Frost Machines LLC, jim@frostmachines.com

AGENDA ITEM NO. _____

CITY OF CODY



SIDE DUMP TRAILER

BID BY:

FLOYD'S TRUCK CENTER

P.O. BOX 1628

GILLETTE, WY 82717



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



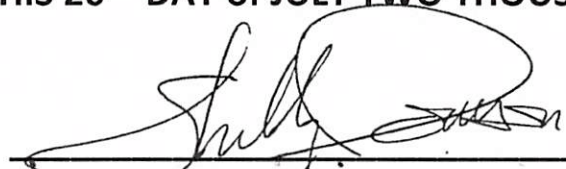
Contractor Number: 0536

THIS CERTIFIES THAT:

JACK'S TRUCK CENTER, 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 26TH DAY OF JULY TWO THOUSAND AND 22



Michele Johnson, Program Manager

EXPIRATION DATE: 7/25/2023

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: 2607202262



TABLE OF CONTENTS

BID NO. 2023-07 (1) New Side Dump Trailer

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2023-07

| | <u>Pages</u> |
|--|--------------|
| 1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓ | 1 |
| 2. INSTRUCTION SHEET | 2 |
| 3. BID PROPOSAL | 3 |
| 4. SPECIFICATIONS | 4-6 |

For more information: City of Cody

307-587-2958

Bid No. 2023-07 (1) New Side Dump Trailer

The City of Cody will receive sealed bids until 2:00 p.m., 8/10/2023 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Side Dump Trailer**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available by emailing kylieh@codywy.gov. Direct any questions to Rob Kramer at 587-2958, option 2.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid over \$100,000.00 may be considered unless accompanied by the required bid guarantee of 5% of the total bid amount.

Dated this 20th Day of July, 2023.

Cynthia Baker
Administrative Services Officer

PUBLISH: July 27th, 2023
August 3rd, 2023



**INSTRUCTIONS: (1) New Side Dump Trailer
BID REQUEST NUMBER 2023-07**

The Bidder agrees to provide **(1) New Side Dump Trailer** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2023-07 City of Cody Specifications Form on page 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, and that if the bid is over \$100,000.00 he/she has enclosed a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid over \$100,000.00 is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

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

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

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

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

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

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2023-07, (1) New Side Dump Trailer**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 8/10/2023. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form
Bid No. 2023-07 (1) New Side Dump Trailer

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 Side Dump Trailer**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

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

| Bid Schedule | Quantity | Unit | Total Price |
|--------------------|----------|------|---------------------|
| Bid for: | | | \$ <u>72,846.00</u> |
| Less trade if any: | | | \$ (<u>N/A</u>) |
| Net Total Bid | | | \$ <u>72,846.00</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 AUGUST 10, 2023

Signature

KEVIN CHAFEE

Typed or Printed Name

JACK'S TRUCK CENTER INC. dba
FLOYD'S TRUCK CENTER WY

Company

P.O. BOX 1628

Mailing Address

GILLETTE, WY 82717

City, State and Zip

kchafee@floydstrucks.com

E-mail Address

City of Cody

Specifications for (1) Side Dump Trailer

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. DIMENSIONS

1. MINIMUM WIDTH: 102"
2. MINIMUM TUB LENGTH: 34'
3. MAXIMUM LENGTH: 41' 6"

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

B. TUB CONSTRUCTION

1. 1/4" AR400 Steel
2. Smooth Rolled Tub w/no linear bends to form tub.
3. No center divider.
4. Curb side steel tub extension.

| | |
|-------------------------------------|--------------------------|
| <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. FRAME CONSTRUCTION

1. Beams must be welded on both sides, top & bottom.
2. Two speed landing legs.
3. 18" kingpin set back dimension.

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

D. TUB PIVOTS

1. Minimum of (4) pivot points on each side of tub.
2. Self-aligning, self-lubricated, maintenance free bushings.
3. No grease zerks for pivots.
4. Plated pivot pins.

| | |
|-------------------------------------|--------------------------|
| <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"/> |

E. HYDRAULICS

1. Two 5" trunnion mounted hydraulic cylinders.
2. 3,000 psi rated hydraulic components.
3. Proportional flow divider.
4. Electric/hydraulic directional flow control valve.

| | |
|-------------------------------------|--------------------------|
| <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"/> |

F. SUSPENSION

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

1. 23,000 lbs per axle, air ride suspension.

G. AXLES

| | |
|-------------------------------------|--------------------------|
| <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"/> |

1. Hub piloted grease lube axles.
2. Axle beam rated at 23,000 lbs.
3. Axle spacing of 49".
4. Minimum of two axles.

H. WHEELS & TIRES

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

1. WHEELS: 12.25"x22.5" Aluminum
2. TIRES: 385/65R22.5 Wide Base Radial

I. BRAKES

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

1. 16.5x7" cam air brakes.
2. 2S1M anti-lock brake system.

J. FENDERS

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

1. Front and rear bolt-on rubber flexible fenders.
2. Flexible mudflaps front and rear.

K. LIGHTS

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

1. LED low profile/high impact lights.
2. Sealed weathertight wire harness.

L. PAINT

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

1. TUB: White
2. FRAME: Black

M. MISCELLANEOUS

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

1. Full manufacturer's standard warranty.
2. Dealer order form showing all equipment being bid.
3. Wyoming Certificate of Residency

MISCELLANEOUS continued

YES NO

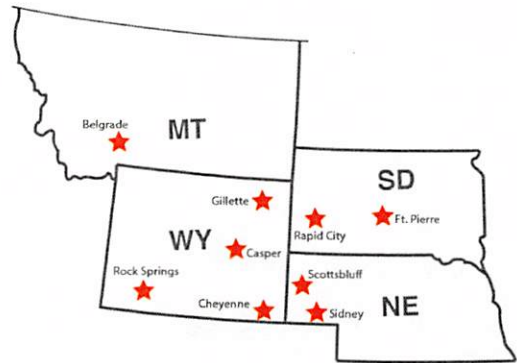
4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the equipment

| | |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|-------------------------------------|

*SEE FOLLOWING PAGE FOR
ADDITIONAL DETAILS.*



Nebraska | Wyoming | South Dakota | Montana



City of Cody
P.O. Box 2200
Cody, WY 82414

August 10, 2023

Ref: Bid 2023-07

Exception to minimum bid specifications

Under Miscellaneous section, Line #4 you have requested that 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.

Jet Companies' warranty covers material and workmanship on their trailers, but it is the owner's responsibility to transport the trailer to the closest local dealer for warranty claims. They will not reimburse the dealer for any cost associated with transportation or travel expense on warranty claims.

Floyd's Truck Center must abide by the limitations of the Jet Companies warranty, however as we have proven over the years in working with the City of Cody, we will do our absolute best to find the most cost-effective option for make repairs on this Jet Trailer while under warranty. This will be done through personal discussions with the City of Cody vehicle maintenance supervisor. Depending on the extent of the failure that has happened, the correction needed could happen by us shipping replacement parts that the City of Cody employees could install with minimal effort to worst case scenario we send our transport tractor to Cody of Cody to pull or haul the trailer back to the closest Floyd's Truck Center location. As always, while we do take exception to the requirement that ALL transportation and travel costs associated with warranty claims be paid for by the bidder, we will do our best to support this product to the City of Cody by finding the most cost effective way to make warranty corrections.

Please let me know if you have any further questions regarding this exception.

Kevin Chafee



LIMITED WARRANTY FOR NEW JET SEMI TRAILERS

Jet Company, Inc. warrants to the original purchaser of each new Jet Co. product bearing the name "JET CO." that it will repair or replace, as Jet Company elects in its sole discretion, any part of the structure which is defective in material or workmanship if the defect appears within two (2) years from the date of purchase. This Limited Warranty is limited to the original purchaser of the Jet Co. product and may not be assigned to any subsequent purchaser or other third party.

Jet Company's obligation under this Limited Warranty is limited to repairing or, at it's option, replacing any part that is returned, transportation prepaid, to Jet Company, Inc., Humboldt, Iowa, if the part is found to be defective in Jet Company's judgment. **The foregoing remedy shall be the purchaser's sole and exclusive remedy and Jet Co.'s entire liability for any breach of this Limited Warranty.** All parts returned to Jet Company without advanced written authorization will be refused. Jet Company shall not be responsible to pay labor or other charges to repair or replace any part determined by Jet Company to be defective unless Jet Company has in advance authorized such charges in writing. In no event shall Jet Company, Inc. be liable for any special, indirect, incidental or consequential damages or loss whatsoever arising out of a part found by Jet Company to be defective, including but not limited to, loss of use of the equipment, loss of profits or revenues, or other additional expenses.

Parts not manufactured by Jet Company are not covered by this Limited Warranty; however, the respective manufacturer's warranty will be assigned the purchaser. Assigned warranties are as follows:

| | |
|------------------------|-----------------------------------|
| Landing Legs..... | limited 2 years |
| Axle..... | limited 5 years or 500,000 miles* |
| Spring Suspension..... | limited 2 years or 200,000 miles* |
| Lights..... | limited 1 year |
| Valves..... | limited 1 year |
| | <i>*whichever occurs first</i> |

There are no warranties, express or implied, for used or reconditioned products or products that have been repaired, altered, modified, overlooked, subjected to misuse, negligence, accident or ordinary wear and tear.

Operator is required to check wheel nuts, U-bolts, radius rod bolts and all other fasteners. Axle alignment, tire wear, tarp wear and oil levels in hubs must be inspected. If needed, operator should make proper adjustments to insure full life of equipment. **These items need to be checked the first 100 miles and again at 300 miles and periodically thereafter.** These inspections and adjustments are very important and must be performed. **Failure to perform these inspections and adjustments may result in loss of coverage under this Limited Warranty.**

State and Federal Laws require a daily inspection of this vehicle by the operator. **Owner is solely responsible for the safe operation of the trailer under applicable federal and state laws. Jet Company, Inc. specifically disclaims any responsibility for the use and operation of the trailer.**

JET COMPANY, INC. PRODUCTS ARE SOLD WITHOUT ANY EXPRESS OR IMPLIED WARRANTY EXCEPT AS SET FORTH ABOVE, AND ALL SUCH OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, ARE HEREBY DISCLAIMED.

JET COMPANY, INC.
1303 N 13th St
Humboldt, Iowa 50548
1-515-332-3117
www.jetcompany.com
jet@jetcompany.com

Effective 04/05/94
Revised 07/2017



SIDE DUMP EVOLUTION

Durability, Versatility, Reliability... For ANY Load!

One of the MOST Stable Trailers on the Market Today!

No Center Divider, Trunnion Mounted Inverted Cylinder & External Supports provide for unprecedented stability!

Angled Internal Tub Corner

- No 90° Corners
- Improves Load Release

PATENTED

**Trunnion Mounted
Cylinder Design**

**2 Ply Rubber Fender
- 8° Slope, Flexible Edge**

**Heavy Duty
Push Block**

1/4" AR400 Rounded Tub

**No Center Divider
- Haul What You Want**

**(4) Tub Pivot Points per Side
- Support During Dump Cycle -**

Quality You Can Count On.... Experience You Trust!



Ideal for Construction, Commercial & Agricultural Use

Large Tub Siderail Maximizes Strength

Self-Lubricating Tub Pivot Bushings Reduce Maintenance

Long Lasting LED Lights with Sealed Wire Harness

Round Bottom Tub

External Tub Supports (No Center Divider)

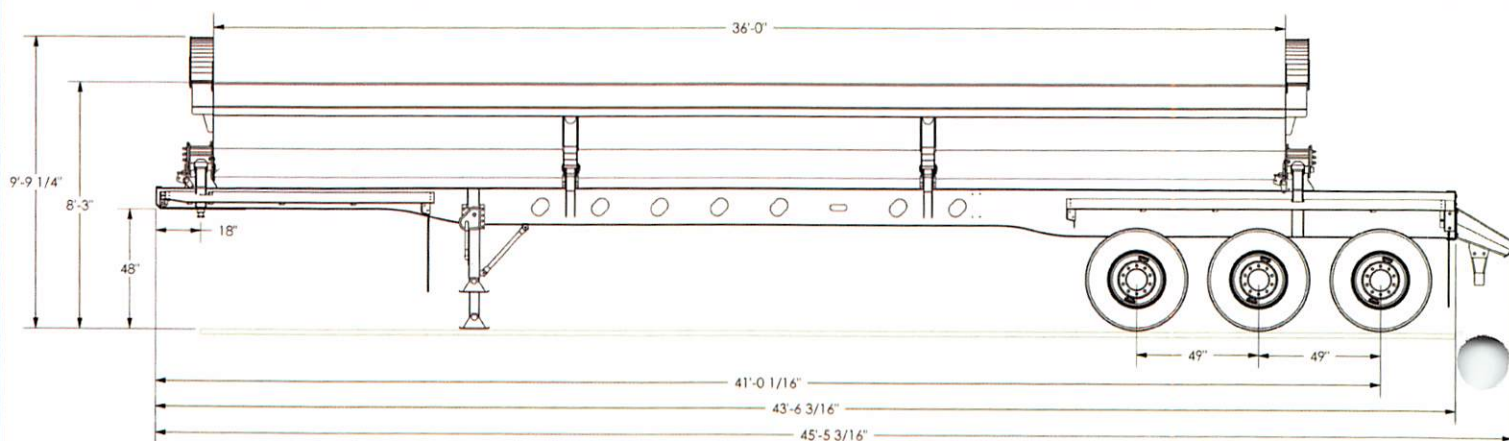
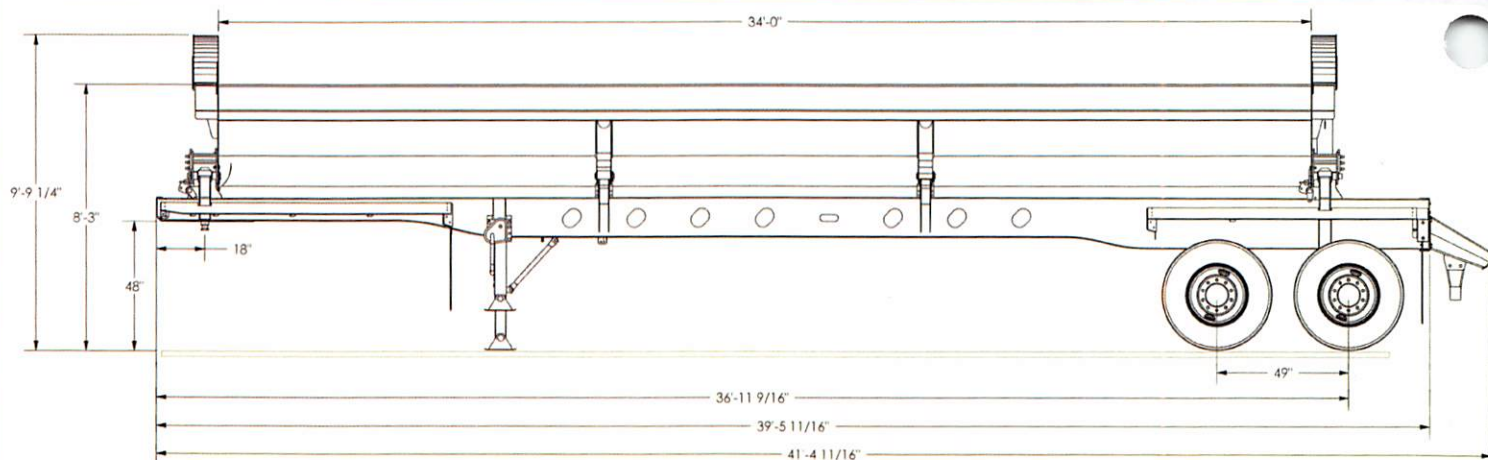
Blasted Paint Preparation for Maximum Paint Adhesion

AR400 Steel Tub

Durable Chip Resistant Primer & Polyurethane Full Gloss Paint

Because TRAILER STABILITY Matters.....

TRAILER SPECIFICATIONS



| | | | |
|---------------------|--|-----------|---|
| Width: | 102' | Axles: | Hub Pilot Grease Lube Axles Axle Beam Rated at 25,000# |
| Tub Capacities: | 34' Tub: 21 Cubic Yards Waterfull 31 Cubic Yards Heaping 36' Tub: 22 Cubic Yards Waterfull 33 Cubic Yards Heaping | Wheels: | 8.25 x 22.5 Steel |
| Tub Construction: | 1/4" Thick AR400 Steel Rounded Tub No Center Divider Angled Internal Corners | Tires: | 11R22.5 Radials |
| Frame Construction: | High Strength Fabricated Steel I-Beam 2 Speed Landing Leg | Brakes: | 16 1/2" x 7" 2S1M Anti-lock Brake System |
| Bumper: | Bolt-On Push Bumper | Fenders: | Bolt on Front and Rear 2 Ply Rubber Flexible Edge Sloped to Release Debris |
| Tub Pivots: | Self-Aligning, Self-Lubricated, Maintenance Free Bushings Plated Pivot Pins | Mudflaps: | Ultra Rubber with JET logo (front & rear) |
| Hydraulics: | PATENTED Trunnion Mounted Cylinder Design 5" Diameter Bore Cylinders 3000psi Rated Hydraulic Components Proportional Flow Divider | Electric: | LED Low Profile/High Impact Lights Sealed Lights/Wire Harness |
| Suspension: | Air Ride (23,000# rated) | Paint: | Yellow Tub; Gray Frame (other color options available) |
| | | Options: | Tandem or Triple Axle Spacing Options Lift Axle Electric Tarp System Aluminum Wheels Trailer Mounted Directional Control Valve Tub Extension |

Part #111514

*2 Directional Hydraulics Required for Operation / 25-30 GPM / 2200 - 2500 PSI

Notice: All dimensions, specifications and pictures contained in this literature are based on the latest product information available at that time. To insure product improvement, Jet Company reserves the right to make any changes or discontinue models at any time without notice. Jet trailers conform to all DOT regulations in effect at the time of manufacture.



1303 North 13th Street - Humboldt, Iowa 50548
Phone: 515-332-3117 Fax: 515-332-5092
jet@jetcompany.com www.jetcompany.com

MEETING DATE: SEPTEMBER 5, 2023
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Yellowstone Quake Hockey Recreation Center Membership

ACTION TO BE TAKEN:

Consider approving the request from the coach of the Yellowstone Quake Hockey Team to utilize the Paul Stock Aquatic and Recreation Center for the amount of \$2,250.00.

SUMMARY OF INFORMATION:

In 2022-2023 the Yellowstone Quake Hockey Team used the Paul Stock Aquatic and Recreation Center for their “non-ice” workouts.

They had a budget of \$2,250.

The team needed to work on strength, flexibility, agility, speed and endurance. We have the space and equipment to meet those needs.

Last year, we presented to the City Council an agreement between the Rec. Center and the Yellowstone Quake to allow them to use our facility for their workouts as long as they were willing to abide by a couple of stipulations.

The Quake would have about 13 members of the team working out from 11 AM until noon.

The other 13 members would work out from 1 PM until 2 PM.

This was done to minimize the impact on our other patrons using the facility.

The Quake players also volunteered their time to assist with our after-school programs.

Last year we had very few incidents, and if we talked to the Coach, we never had another incident again.

FISCAL IMPACT

The student membership price is \$146.00 for six months for a total team price of \$3,796.00.

ALTERNATIVES

1. Approve the request and the arrangement worked out between the Quake and Recreation Superintendent for the amount of \$2,250.

2. Approve another price for memberships as decided by the City Council.
3. Deny the request.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

Rick Manchester, Parks, Recreation & Public Facilities Director

Mike Fink, Recreation, Aquatics and Public Facilities Superintendent

Josh Schmidt, President of Yellowstone Quake Hockey Jwschmidt1@gmail.com

| | |
|----------------------|---------------------------------|
| MEETING DATE: | SEPTEMBER 5, 2023 |
| DEPARTMENT: | CODY POLICE DEPT. |
| PREPARED BY: | JASON STAFFORD, CHIEF OF POLICE |
| DEPT. DIR. APPROVAL: | AUGUST 23, 2023 |
| CITY ADM. APPROVAL: | AUGUST 23, 2023 |
| PRESENTED BY: | JASON STAFFORD, CHIEF OF POLICE |

AGENDA ITEM SUMMARY REPORT **2023-2024 ALCOHOL AND TOBACCO COMPLIANCE INSPECTION** **CONTRACTS**

SUMMARY

The Cody Police Department is requesting that the contracts for the 2023-2024 Alcohol and Tobacco Compliance Inspections, be approved and signed.

The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (WASCOP), and the Cody Police Department. The purpose of the contract is to provide funded Alcohol and Tobacco Compliance inspections in the City of Cody.

BACKGROUND

The Cody Police Department has conducted alcohol and tobacco compliance inspections on establishments within our community that sell alcohol and tobacco for several years. The department would like to continue conducting these inspections to reduce the likelihood of illegal sales to minors from commercial sources.

According to reports from Wyoming Association of Sheriffs and Chiefs of Police report on "Alcohol and Crime in Wyoming", although the number of alcohol-involved arrests has decreased significantly in recent years and juvenile arrests resulting in detention accounted for less than 1% of the total custodial arrests, alcohol is still the greatest impact on crime in Wyoming.

As a department, we continue to strive to reduce the number of incidents involving juveniles with regard to illegal possession and use of alcohol and/or tobacco. We address this issue through different actions, education and policing philosophies, one of which is through our compliance inspections at the point of sell. All of our initiatives in this area are intended to reduce the negative consequences associated with underage drinking, thereby creating a safer, healthier environment for the youth in our community.

FISCAL IMPACT

None. The City of Cody is reimbursed for any expenses incurred in conducting compliance inspections. Reimbursement does cover an officer's overtime when conducting compliance inspections and cash value gift certificates to be given for clerks that comply with the law and refuse to sell to underage minors.

AGENDA ITEM NO. _____

ALTERNATIVES

Approve the request.
Deny the request.

RECOMMENDATION

Staff recommends that the contract be approved as it has been done in previous years.

ATTACHMENTS

1. 2023-2024 Alcohol Inspection Contract
2. 2023-2024 Tobacco Inspection Contract

AGENDA & SUMMARY REPORT TO:

None

Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 990, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2023, through May 28, 2024. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$4,250.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
 - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty-five dollars (\$85.00) per inspection.
 - 1) From the eighty-five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time.
 - b. Purchase a ten-dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Alcohol compliance inspections as follows:
 - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
 - 2) **The first Alcohol compliance inspections must take place between July 1, 2023, and December 31, 2023. The second alcohol compliance inspection must take place between January 1, 2024, and May 28, 2024.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
 - B. Complete a yearly report for Alcohol compliance inspections.
 - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
- A. Remit payment to the Department based on proper monthly invoicing.
 - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
 - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
- A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
 - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
 - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
 - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.
- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The

Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR

accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

8. **Signatures:** In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

Wyoming Association of Sheriffs and Chiefs of Police



Allen Thompson, Executive Director
WASCOP

July 1, 2023

Date

Department

Mayor Matt Hall

Date

Jason Stafford, Chief of Police

Date

Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 990, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2024, through June 10, 2024. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$4,250.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
 - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty-five dollars (\$85.00) per inspection.
 - 1) From the eighty-five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time.
 - b. Purchase a ten-dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under twenty-one (21) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Tobacco compliance inspections as follows:
 - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
 - 2) **The first tobacco compliance inspections must take place between January 1, 2024, and March 31, 2024. The second tobacco compliance inspection must take place between April 1, 2024, and June 10, 2024.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
 - B. Complete a yearly report for Tobacco compliance inspections.
 - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
- A. Remit payment to the Department based on proper monthly invoicing.
 - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
 - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
- A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
 - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
 - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
 - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
 - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

Department shall cooperate fully with other contractors and the Association in all such cases.

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
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- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole

responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

8. **Signatures:** In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

Wyoming Association of Sheriffs and Chiefs of Police

Lori Emmert, Executive Officer
WASCOP

July 1, 2023

Date

Department

Mayor Matt Hall

Date

Jason Stafford, Chief of Police

Date

AGENDA ITEM SUMMARY REPORT

Resolution 2023-16 Budget Amendment

ACTION TO BE TAKEN:

Approve Resolution 2023-16 amending the FY23-24 budget.

SUMMARY OF INFORMATION

During this year's budget discussion, the leadership team decided not to budget for the body camera and in-car camera system update because the City was pursuing a Department of Justice grant in the amount of \$30,000 to help offset the costs of this upgrade. The upgrade was not budgeted because we can't use the grant funds to supplant our budget. It was decided that we would attempt to get the \$30,000 grant then request a budget amendment for the remaining cost of the upgrade.

The City was recently notified that we were approved to move onto the next phase of the grant process; however, the deadline is in late September with a likely notification date in October. This late notification date will strongly affect the Police Department's timeline in completing the Mobile Data Terminal and Camera Upgrade projects.

Motorola, who is our body camera and in-car camera system provider, gave us a quote of \$290,963 to upgrade our systems. This quote is broken into a five-year payment plan in which the City would pay \$64,691 this first year and then \$56,568 per year the remaining four (4) years. Motorola notified us last week that the above quote is valid through September 30, 2023. On October 1, 2023, the new quote will increase to \$325,283, making the five-year payment plan \$71,555 the first year and \$63,432 per year the remaining four (4) years.

Waiting for the grant funds to come through will cost the City an additional \$34,320 for the camera system. Another obstacle the City is facing in waiting for the grant determination is the extensive process required by the Department of Justice for sole source purchasing. The Motorola body and in car cameras are compatible with the planned Mobile Data Terminals and provided by the same vendor. Under the terms of the grant, the City would be required to obtain pre-approval before making this purchase which would further delay the process.

If the City were to move forward without waiting for the approval of the grant, the Police Department would be able to schedule the installation of the Mobile Data Terminals and Camera systems at the same time. Therefore, staff requests approval to withdraw the grant application and for Council to approve a budget amendment in the amount of \$64,691 out of the Technology Replacement Fund for the first year's cost. The annual subscription costs will be included in future budgets.

FISCAL IMPACT

The Technology Replacement Fund has approximately \$635,000 in available reserves. This budget amendment would reduce the reserve amount to \$570,309.

ATTACHMENTS

1. Resolution 2023-16
2. Motorola quote

AGENDA ITEM NO. _____

RESOLUTION 2023-16

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2023-2024

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2023-2024 was duly adopted by the City of Cody with Ordinance No 2023-06 on June 20, 2023 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, the following budget amendment is authorized by the City of Cody Council:

| | Original or Last Amended Budget | Amendment 2 09/23 | Amended Budget |
|-----------------------------|---------------------------------|-------------------|----------------|
| REVENUES | | | |
| General Fund | \$11,796,731 | | \$11,796,731 |
| Capital Projects Fund | \$443,000 | | \$443,000 |
| Technology Replacement Fund | \$445,600 | | \$445,600 |
| Vehicle Replacement Fund | \$1,385,873 | | \$1,385,873 |
| Specific Purpose Tax Fund | \$0 | | \$0 |
| Cody Public Arts Fund | \$445 | | \$445 |
| Amercian Rescue Plan Fund | \$0 | | \$0 |
| Solid Waste Fund | \$2,623,500 | | \$2,623,500 |
| Water Fund | \$6,809,837 | | \$6,809,837 |
| Wastewater Fund | \$1,533,700 | | \$1,533,700 |
| Electric Fund | \$13,677,696 | | \$13,677,696 |
| Storm Drainage Fund | \$606,600 | | \$606,600 |
| TOTAL REVENUE | \$39,322,982 | \$0 | \$39,322,982 |
| EXPENSES | | | |
| General Fund | \$13,362,898 | | \$13,362,898 |
| Capital Projects Fund | \$1,383,801 | | \$1,383,801 |
| Technology Replacement Fund | \$209,910 | \$64,691 | \$274,601 |
| Vehicle Replacement Fund | \$1,717,455 | | \$1,717,455 |
| Specific Purpose Tax Fund | \$215,496 | | \$215,496 |
| Cody Public Arts Fund | \$182 | | \$182 |
| Amercian Rescue Plan Fund | \$922,608 | | \$922,608 |
| Solid Waste Fund | \$3,245,899 | | \$3,245,899 |
| Water Fund | \$9,925,892 | | \$9,925,892 |
| Wastewater Fund | \$2,522,265 | | \$2,522,265 |
| Electric Fund | \$13,751,273 | | \$13,751,273 |
| Storm Drainage Fund | \$725,068 | | \$725,068 |
| TOTAL EXPENSES | \$47,982,747 | \$64,691 | \$48,047,438 |

PASSED, APPROVED AND ADOPTED THE 5th day of September, 2023.

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer



CODY POLICE DEPT

Cody PD VAAS 21x m500/v300 5x v300 VMELC

08/15/2023

Billing Address:
CODY POLICE DEPT
PO BOX 2200
CODY, WY 82414
US

Shipping Address:
CODY POLICE DEPT
1402 RIVER VIEW DR
CODY, WY 82414
US

Quote Date:08/15/2023
Expiration Date:09/30/2023
Quote Created By:
John Bowles
CES
john.bowles@
motorolasolutions.com
469-833-6330

End Customer:
CODY POLICE DEPT
Juston Wead
jwead@codywy.gov
(307) 527-872
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Could I please get a quote for the following?

- 21 V300+M500 VaS bundles w/ magnetic mounts
- 5 V300 VaS subscriptions w/ magnetic mounts
- 4 V300 spare units (hardware purchase only) w/ magnetic mounts
- 26 V300 shirt pocket mounts
- 26 V300 Molle mounts
- 26 V300 Heavy coat mounts

At this time we are going to hold off on the data migration at least for this budget year until we have a better understanding of our EL5 needs

Ensure the bandwidth is sufficient (see requirements below):

<https://www.azure-speed.com/Azure/Latency>

Download speed requirement:

5 Mbps per video stream



Upload speed requirements:

10 Mbps base (plus 3 Mbps per additional device). Assuming 8 hours to upload video with approx 5 GB to upload per shift.

Upload speed requirements:

40-50 Mbps per concurrent uploading device Assuming video is required to upload within 30-40 minutes with approx 5 GB to upload per shift.

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price | Refresh Duration |
|--------------------|-----------------|---|-----|--------|-------------|-----------------|------------------|
| Video as a Service | | | | | | | |
| 1 | AAS-M5-BWC-5YR | M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE* | 21 | 5 YEAR | \$12,300.00 | \$258,300.00 | |
| 2 | WCM000111-020 | INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS* | 1 | | \$0.00 | \$0.00 | |
| 3 | PRS-0618A | VAAS MANAGED INSTAL,ONSITE,TRAIN,CO NFIG | 1 | | \$5,000.00 | \$5,000.00 | |
| 4 | WGB-0703A | M500 ICV SYSTEM, V300 WIFI DOCK, SPS* | 21 | | Included | Included | |
| 5 | AAS-BWC-XFS-DOC | V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON) | 2 | 5 YEAR | \$1,800.00 | \$3,600.00 | |
| 6 | WGB-0138AAS | VIDEO EQUIPMENT, V300/ V700 TRANSFER STATION (\$30 PER MON) | 3 | | Included | Included | |
| 7 | WGW00502 | M500 EXTENDED WARRANTY | 21 | 5 YEAR | Included | Included | |



| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price | Refresh Duration |
|--------------------|-----------------|---|-----|--------|------------|-----------------|------------------|
| 8 | WGA00428-103 | CONFIGWIRLESKIT MTIK802.11AC,POE,5GHZ ANT | 21 | | Included | Included | |
| 9 | WGP01394-001 | CBL, WIFI VHCL ANT MNT, NMO, 17"L | 21 | | Included | Included | |
| 10 | WGC02001-VAAS | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS* | 21 | 5 YEAR | Included | Included | |
| 11 | WGC02002-VAAS | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS* | 21 | 5 YEAR | Included | Included | |
| 12 | WGB-0181A | V300 WITH JACKET MAGNET MOUNT | 21 | | Included | Included | 3 YEAR |
| 13 | WGW00300-003 | V300 NO FAULT WRRANTY | 21 | 5 YEAR | Included | Included | |
| Video as a Service | | | | | | | |
| 14 | AAS-BWC-5YR-001 | BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO- AS-A-SERVICE | 5 | 5 YEAR | \$2,940.00 | \$14,700.00 | |
| 15 | WGC02001-VAAS | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS* | 5 | 5 YEAR | Included | Included | |
| 16 | WGB-0181A | V300 WITH JACKET MAGNET MOUNT | 5 | | Included | Included | 3 YEAR |
| 17 | WGW00300-003 | V300 NO FAULT WRRANTY | 5 | 5 YEAR | Included | Included | |
| 18 | WGB-0178AAS | VIDEO EQUIPMENT, V300/ V700 USB DESKTOP DOCK VAAS (\$4 PER MON) | 26 | | Included | Included | |



| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price | Refresh Duration |
|--------|----------------------------|---|------|--------|------------|-----------------|------------------|
| 19 | AAS-BWC-USB-DOC | V300/V700 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON) | 26 | 5 YEAR | \$240.00 | \$6,240.00 | |
| | CommandCentral Evidence | | | | | | |
| 20 | ISV00S01459A | DIGITAL EVIDENCE DELIVERY SERVICES | 1 | | \$0.00 | \$0.00 | |
| 21 | SSV00S01450B | LEARNER LXP SUBSCRIPTION* | 10 | 5 YEAR | \$0.00 | \$0.00 | |
| 22 | SSV00S02601A | COMMANDCENTRAL EVIDENCE PLUS* | 1 | 5 YEAR | \$0.00 | \$0.00 | |
| 23 | SSV00S02604A | FIELD RESPONSE APPLICATION* | 1 | 5 YEAR | Included | Included | |
| 24 | SSV00S02605A | RECORDS MANAGEMENT* | 1 | 5 YEAR | Included | Included | |
| 25 | SSV00S02606A | OPTIMIZED DIGITAL EVIDENCE* | 1 | 5 YEAR | \$0.00 | \$0.00 | |
| 26 | SSV00S02783A | COMMANDCENTRAL STORAGE GB* | 1000 | 5 YEAR | \$0.00 | \$0.00 | |
| 27 | SSV00S02782A | COMMUNITY INTERACTION TOOL* | 1 | 5 YEAR | \$0.00 | \$0.00 | |
| 28 | WGP02697B | V300 SHIRT CLIP MOUNT, BLACK | 26 | | \$69.00 | \$1,794.00 | |
| 29 | WGP02614 | V300, BATT, 3.8V, 4180MAH | 5 | | \$99.00 | \$495.00 | |
| 30 | WGP03085-KIT | V300/V700 JACKET MAG MOUNT WITH BWC BOX | 4 | | \$96.00 | \$384.00 | |
| 31 | WGA00668-KIT | V300/V700 LOCKING MOLLE MNT WITH BWC BOX | 9 | | \$50.00 | \$450.00 | |

Grand Total

\$290,963.00(USD)

Pricing Metric :

Price is indicative of the following -

of Named Users for CommandCentral Evidence - 10



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

| | Sale Price | |
|--|--------------|--------|
| Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee | \$64,691.00 | \$0.00 |
| Year 2 Subscription Fee | \$56,568.00 | \$0.00 |
| Year 3 Subscription Fee | \$56,568.00 | \$0.00 |
| Year 4 Subscription Fee | \$56,568.00 | \$0.00 |
| Year 5 Subscription Fee | \$56,568.00 | \$0.00 |
| Grand Total System Price | \$290,963.00 | \$0.00 |

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

VIDEO RECORDING AND CAPTURE

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

INTEGRATION WITH V300

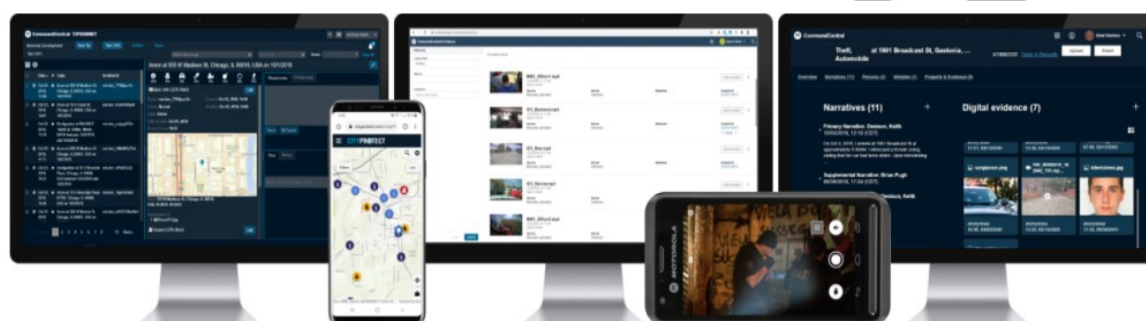
The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

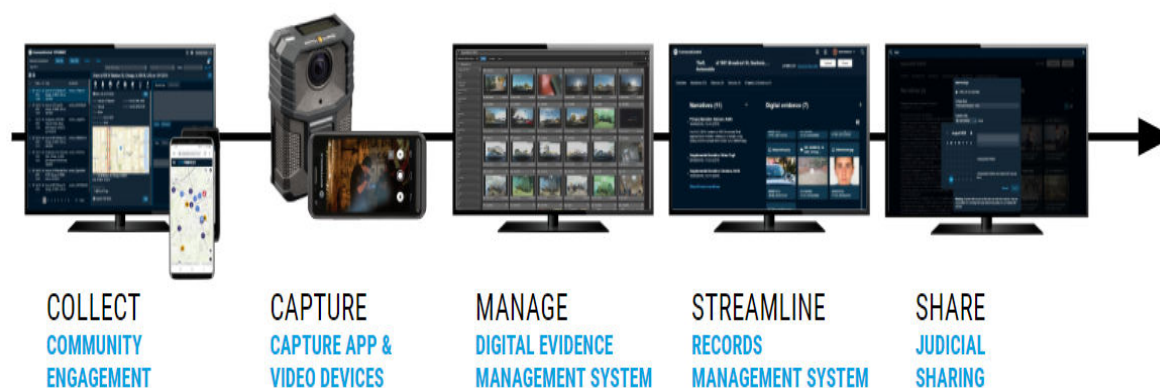
OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

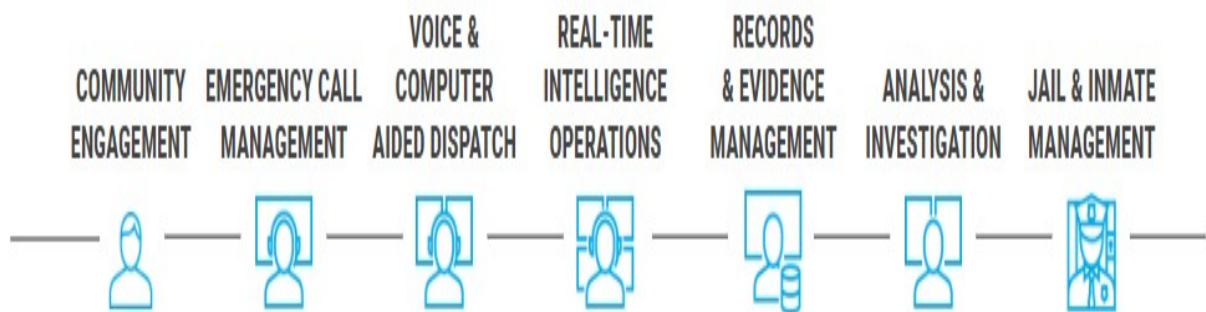


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THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

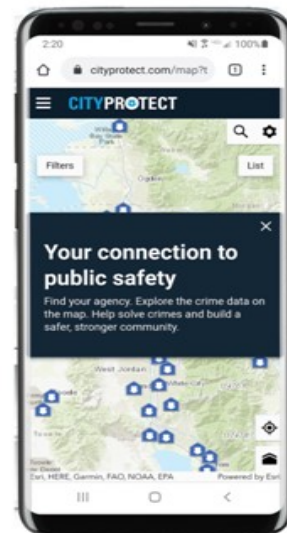


The CommandCentral End-to-End Platform

Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

DIGITAL EVIDENCE MANAGEMENT



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CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

OPTIONAL INTERFACE

CommandCentral Evidence includes an optional interface that uses different mechanisms (DB polling, REST, file polling) to extract required data fields. The interface maps data fields to a corresponding format accepted by CommandCentral Evidence, and sends them to the respective applications service.

Please see the pricing section for the specific interfaces included in this proposal.

INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- 2 vCPU.



- 8GB RAM.
- 40GB Hard Drive.
- VMWare 5.5U2 1 CPU License or Hyper-V License.
- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.

DRAFT



COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.



Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.

Customer Responsibilities

- Provision all required custom Offence Codes using the CommandCentral user interface.

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

Customer Responsibilities

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.



Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.



Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

Customer Responsibilities

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.



Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation is complete.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.

DRAFT





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



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: ____8/1/2023____

PASSED ON SECOND READING: __8/15/2023____

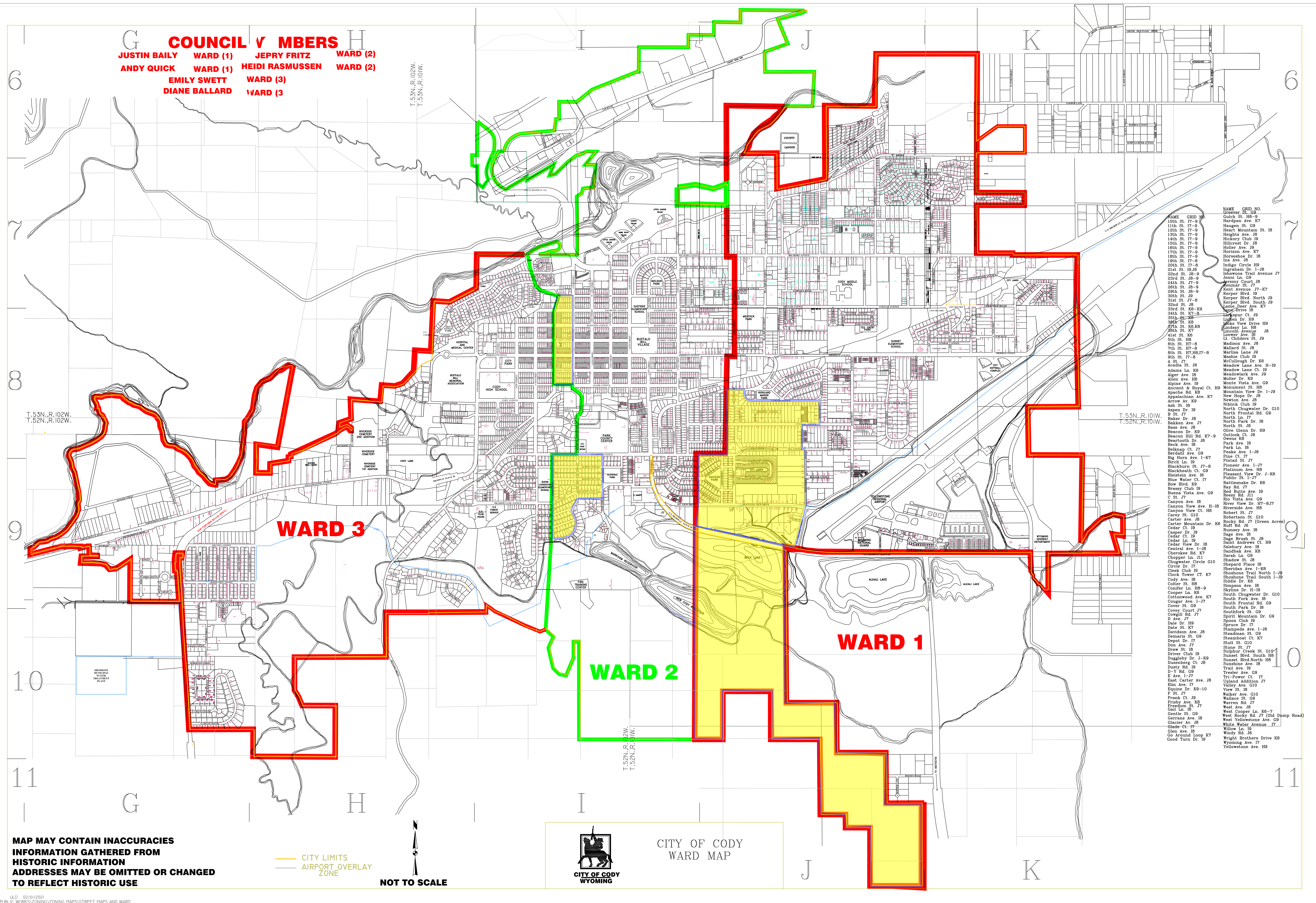
PASSED ON THIRD READING: _____

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director

Attachment A - Yellow Area reflects changes



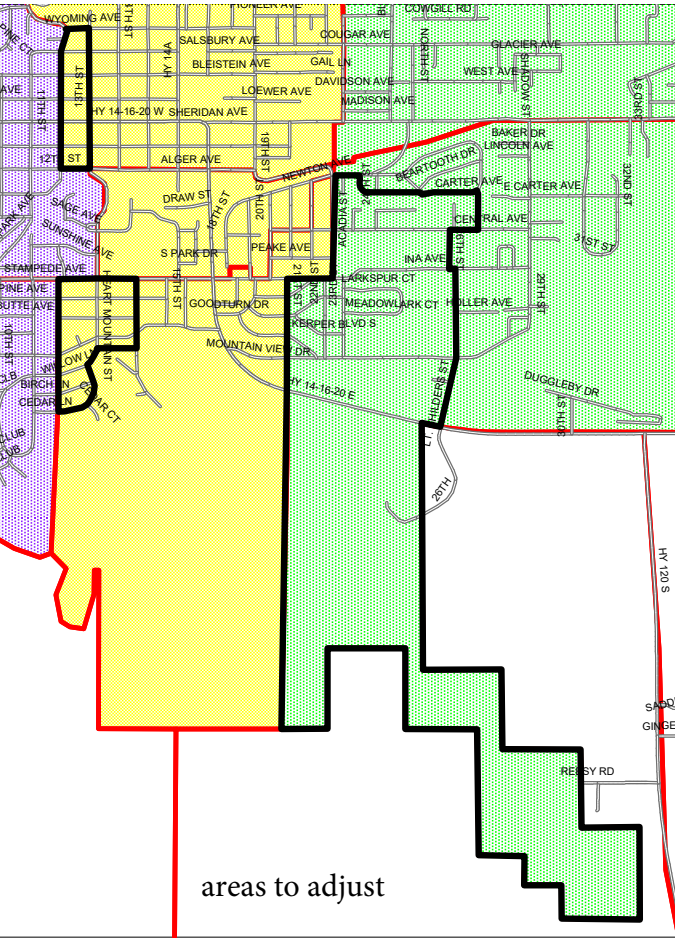
**MAP MAY CONTAIN INACCURACIES
INFORMATION GATHERED FROM
HISTORIC INFORMATION
ADDRESSES MAY BE OMITTED OR CHANGED
TO REFLECT HISTORIC USE**

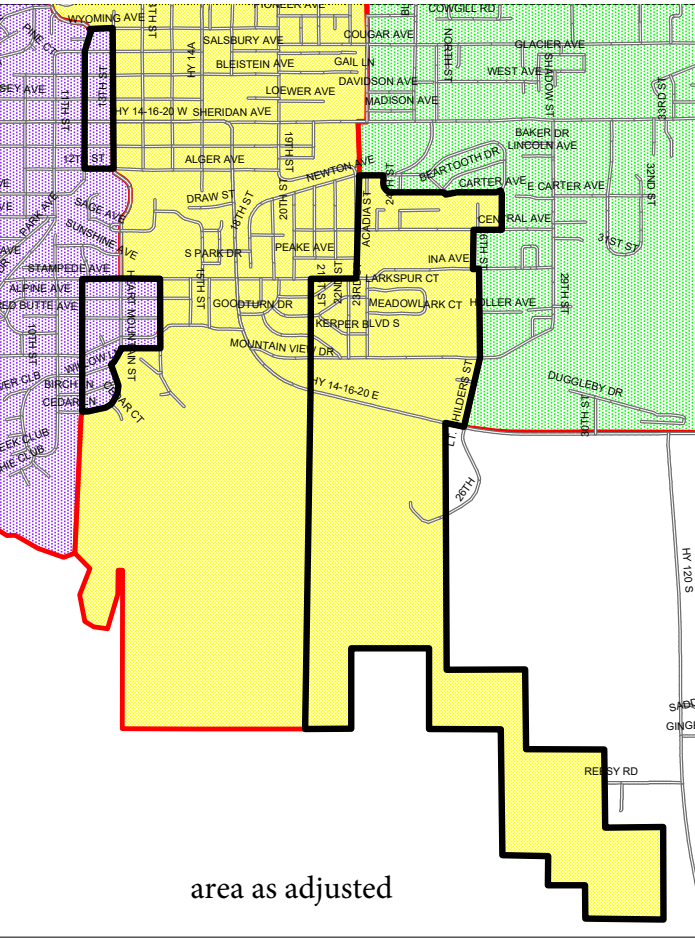
 CITY LIMITS
 AIRPORT OVERLAY ZONE

NOT TO SCALE



CITY OF CODY
WARD MAP





ORDINANCE 2023 – 11

AN ORDINANCE AMENDING TITLE 8, CHAPTER 1, ARTICLE III,
OF THE CODY CITY CODE TO MODIFY AND SET
ELECTRICAL SERVICE RATES

Title 8, Chapter 1, Article III, shall be hereby amended effective October 1, 2023:

8-1-13: SCHEDULE OF RATES

- A. Beginning with all bills generated on or after October 1, 2023, the rates for metered electricity sold within the city limits shall be as follows:

| Customer Classification | Monthly Base Fee (1) | Energy Fee (2) | Demand Fee (3) |
|--|----------------------|----------------|----------------|
| RESIDENTIAL SERVICE RATE | \$21.95 | \$0.1059 | N/A |
| COMMERCIAL SERVICE RATE | \$34.30 | \$0.0945 | N/A |
| COMMERCIAL DEMAND SERVICE RATE | \$80.35 | \$0.0533 | N/A |
| CITY COMMERCIAL SERVICE | \$34.30 | \$0.0945 | N/A |
| CITY COMMERCIAL DEMAND SERVICE RATE | \$80.35 | \$0.0533 | N/A |
| COMMERCIAL DEMAND SERVICE RATE | | | \$17.68 |
| CITY COMMERCIAL DEMAND SERVICE RATE | | | \$17.68 |
| ELECTRIC COMMERCIAL SPECIAL SERVICE RATE | | | \$17.68 |
| IRRIGATION SERVICE RATE | \$6.45 | \$0.1059 | N/A |
| SECURITY LIGHTING | \$4.85 | \$0.1059 | N/A |
| | | | |
| Notes: | | | |
| (1) For Electrical usage billed on or after October 1, 2023, each customer classification shall pay a monthly base fee charge as indicated. | | | |
| (2) For Electrical usage billed on or after October 1, 2023, each customer class shall pay the Energy Fee indicated for each kilowatt hour used per month or as estimated by City Staff regarding Security Lights. | | | |
| (3) For Electrical usage billed on or after October 1, 2023, each customer shall pay a monthly demand charge as indicated per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period. | | | |
| (4) Customers requesting or transferring service of more than two hundred (200) amperes shall be billed under this demand rate. The public works director or his/her designee shall recommend to the administrative services officer the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements. | | | |

NO OTHER MODIFICATIONS TO THE REMAINDER OF ARTICLE III

* * REMAINDER OF PAGE INTENTIONALLY LEFT BLANK * *

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: AUGUST 15, 2023

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Officer