

REVISED

City of Cody City Council Special Meeting

Tuesday, November 7 2023 – 6:30p.m.

Meeting location Cody City Hall 1338 Rumsey Avenue Cody, WY 82414

1. Executive Session pursuant to W.S. 16-4-405(a)(iii) and (a)(ix)
2. City Shop building structure issues
3. Review 11/7/23 agenda

City of Cody City Council Regular Meeting

Tuesday, November 7 2023 – 7:00p.m.

Meeting location Cody City Hall 1338 Rumsey Avenue Cody, WY 82414

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

Proclamation – Amy Couture – Key to City of Cody

Proclamation – Dane Austin – National Apprenticeship Week

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 October 17, 2023 and October 24, 2023.
- b. Approve Vouchers and Payroll in the amount of \$874,941.58
- c. Approval a request from Park County School District #6 to close Beck Ave from 9th to 10th Street from 6 a.m. to noon to accommodate parking for the Veterans Day program to be held on Thursday, November 9, 2023. The City will provide the barricades and signage with school staff providing the placement and removal.
- d. Declare Used Fitness Equipment as Surplus for Disposal.
- e. Award Bid 2023-09 Skid Steer to Torgerson's for a JCB skid steer loader in the amount of \$65,800, less a trade in value of \$12,500 for a net total amount of \$53,300.
- f. Reject all bids for Bid 2023-10 Mentock Park Restrooms and Pavilion project.
- g. Authorize the dry side of the Recreation Center to be open on November 24, 2023 and January 1, 2024 with hours of 5am to 8pm.
- h. Accept the Department of Justice 2023 COPS Hiring Program grant award package FAW-180398 in the amount of \$125,000 and authorize Chief Stafford to sign all related award documents.

- i. Accept the Department of Justice 2023 Community Policing microgrant award package FAW-180247 for the CSI Kids program in the amount of \$4,375 and authorize Chief Stafford to sign all related award documents.
 - j. Authorize the Mayor to sign the engagement letter with Williams, Porter, Day & Neville, P.C. to provide legal services with respect to the appeals regarding its zoning decision(s) surrounding the proposed LDS temple within the City.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to two (2) minutes per person and limit speakers to provide new comments/remarks. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearings

A Public Hearing to consider if it is in the public's interest to consider issuance of a new restaurant liquor license to Ruakh LLC dba Sitti's, Table located at 1034 13th Street.
4. Conduct of Business
 - a. Consider issuance of a new restaurant liquor license to Ruakh LLC dba Sitti's, Table located at 1034 13th Street.
Staff Reference: Cindy Baker, Administrative Services Officer.
 - b. Approve Amendment Number 1 to Owner-Engineer agreement with HDR Engineering, Inc. for the public works shop needs assessment with a not-to-exceed fee amount of \$26,200.
Staff Reference: Phillip Bowman, Public Works Director
 - c. Resolution 2023-18
A Resolution amending the City of Cody Final Budget for Fiscal Year 2023-2024.
Staff Reference: Leslie Brumage, Finance Officer
 - d. Consider the Preliminary and Final Plats of the Simmer Minor Subdivision, a two-lot Minor Subdivision located at 2620 Carey Street.
Staff Reference: Todd Stowell, City Planner
 - e. Ordinance 2023-12 Second Reading
An Ordinance Amending Title 8, Chapter 2, Article II, Article III and Article IV of the City of Cody Code to Modify Treated Water and Raw Water Rates.
Staff Reference: Phillip Bowman, Public Works Director

- f. Ordinance 2023-13 Second Reading
An Ordinance amending Title 9, Chapter 2, Section 1(C) of the City of Cody
Code to adopt the 2023 Edition of the National Electrical Code.
Staff Reference Todd Stowell, City Planner
- 5. Tabled Items
- 6. Matters from Staff Members
- 7. Matters from Council Members
- 8. Adjournment

<p style="text-align: center;">Upcoming Meetings. November 14, 2023 – Work Session 5:30 p.m. November 21, 2023 – Council Meeting 7:00 p.m. November 28, 2023 – Work Session 5:30 p.m.</p>

City of Cody
Council Proceedings
Tuesday, October 17, 2023

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

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

Absent: None

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

Proclamation - November 1, 2023 – Extra Mile Day

Council Member Reiter made a motion seconded by Council Member Swett to approve the Consent Calendar as presented which included Minutes from October 3, 2023 and October 10, 2023, approve Vouchers and Payroll in the amount of \$1,438,837.48. approve the request from Cody Lions Club to use of the Bob Moore Parking Lot beginning Friday, November 17th through Sunday, November 19th, 2023. Use of the parking lot will include the discharging of .22 cal. single shot target rifles. All shooting games are conducted under the direct supervision of Certified Range Instructors. In addition to the use of the lot, the Cody Lions request the city provided barricades, cones and access to electricity for use during the event as they have in the past. An Open Container Permit request during the set up on Friday, Nov. 17th, and at the conclusion of the event on Saturday, Nov. 18th, 4pm-7pm, (for Lions Club members only). Additionally, Lions Club is requesting authorization to hang banners above 8th Street and will be made appropriately, authorize the Mayor to sign the final Cody Mural Project report for the Wyoming Cultural Trust Fund grant, and authorize the Mayor to enter into and sign an Agreement to Terminate Joint Powers Board between the City of Cody and City of Powell which would dissolve and terminate the Northwest Improvement Projects Joint Powers Board. Vote was unanimous.

At 7:04 p.m. Mayor Hall entered into a Public Hearing to consider if it is in the public's interest to consider authorizing an application to the Wyoming Business Council under the Business Ready Community Grant and Loan Program. James Klessens, Forward Cody provided background relating to this application. After asking for public comments three times and there being none further, Mayor Hall exited the Public Hearing at 7:24 p.m.

Council Member Quick made a motion seconded by Council Member Tamblyn to appoint Shawn "Eric" Burg to the Planning, Zoning & Adjustment Board to fill a vacancy with a term ending December 31, 2023. Voting in favor were Council Members Fritz, Swett, Quick, Tamblyn and Mayor Hall. Opposed were Council Members Shreve and Reiter. Motion carried

Resolution 2023-17

A Resolution authorizing the submission of application to the Wyoming Business Council Under the Business Ready Community Grant and Loan program on behalf of the Governing Body of the City of Cody for the Purpose of The Acquisition and Construction of a Food Processing Facility for Use by Stryk Group Holdings. Council Member Fritz made a motion seconded by Council Member Reiter to approve Resolution 2023-17. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Swett to approve Preliminary and Final Plats of the Sulphur Creek Minor Subdivision, a two-lot subdivision of property located at 1334 Sunset Boulevard South, with associated variances and conditions of approval. Voting in favor were Council Members, Reiter, Fritz, Swett, Quick, Tamblyn and Mayor Hall. Opposed was Council Member Shreve. Motion Carried

Ordinance 2023-13 First Reading

An Ordinance amending Title 9, Chapter 2, Section 1(C) of the City of Cody Code to adopt the 2023 Edition of the National Electrical Code. Council Member Tamblyn made a motion seconded by Council Member Shreve to approve Ordinance 2023-13 on First Reading. Vote was unanimous.

Ordinance 2023-12 First Reading

An Ordinance Amending Title 8, Chapter 2, Article II, Article III and Article IV of the City of Cody Code to Modify Treated Water and Raw Water Rates. Council Member Reiter made a motion seconded by Council Member Tamblyn to approve Ordinance 2023-12 on First Reading. Vote was unanimous.

Mayor Hall adjourned the meeting 7: 56 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, October 24, 2023

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, October 24, 2023 at 5:30 p.m.

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

Absent: Council Member Emily Sweet

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

Leslie Brumage, Finance Officer provided the Governing Body with background on the Negative Specific Purpose Tax Collection.

The Governing Body discussed Planning, Zoning & Adjustment Board Structure and future Ordinance changes. Mayor will look at formulating a committee to have additional work on this subject and come back to the Council at a future date.

City Administrator Barry Cook, provided an update on Electric Charging Station(s). Staff was directed to bring this to a future work session for more discussion.

The following updates were provided for a variety of Boards and/or Committees
Park County Supervised Treatment Program -Council Member Don Shreve

Council President Quick adjourned the Work Session at 7:12 p.m.

Cynthia D Baker
Administrative Services Officer

Andrew Quick
Council President

Report Criteria:

Invoice.Detail.Input date = 10/31/2023
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ASSOCIATED CONSTRUCTION ENGINEERING INC (132940)				
	0030060	Engineering Svcs - City Hall HVAC	10/26/2023	173.70
Total :				173.70
Total ASSOCIATED CONSTRUCTION ENGINEERING INC (132940):				173.70
ATCO INTERNATIONAL (127716)				
	10620177	DUMPSTER DEODORIZER AND WIPES	10/05/2023	964.15
Total :				964.15
Total ATCO INTERNATIONAL (127716):				964.15
BEGEMAN, CAROL (133353)				
	10102023	WITNESS AND MILEAGE FEES MC-2307-015	10/13/2023	32.75
Total :				32.75
Total BEGEMAN, CAROL (133353):				32.75
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	231006046269	INSURANCE PREMIUM NOVEMBER	10/06/2023	159,085.52
Total :				159,085.52
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				159,085.52
BORDER STATES INDUSTRIES, INC (1420)				
	927182240	1/0 COPPER TOP LUG	10/12/2023	88.32
	927233579	CROSS ARMS	10/20/2023	2,162.46
	927233593	1/0 OKONITE CABLE	10/20/2023	14,645.00
	927233593	1/0 OKONITE CABLE	10/20/2023	3,535.00
	927233593	1/0 OKONITE CABLE	10/20/2023	2,776.00
	927233593	1/0 OKONITE CABLE	10/20/2023	13,786.50
	927233593	1/0 OKONITE CABLE	10/20/2023	834.75
	927266431	3 PHASE CIA BRACKET	10/26/2023	730.44
	927266453	TRAN BASEMENT	10/26/2023	2,376.67
Total :				40,935.14
Total BORDER STATES INDUSTRIES, INC (1420):				40,935.14
BOWEN COLLINS & ASSOCIATES (133081)				
	32789	PHASE 1 OF THE STORM DRAIN MASTER PLAN	10/09/2023	4,251.00
	32789	TASK ORDER NO. 23-01 - COOPER LANE DRAINAGE POND ANALYSIS	10/09/2023	11,743.05
Total :				15,994.05
Total BOWEN COLLINS & ASSOCIATES (133081):				15,994.05
BROKEN ARROW (129930)				
	45462	SALT	10/06/2023	418.76
	45522	SALT	10/11/2023	422.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				841.51
Total BROKEN ARROW (129930):				841.51
C & B OPERATIONS LLC (132949)				
	10003827	SNOW REMOVAL BRUSH	10/17/2023	6,040.00
Total :				6,040.00
Total C & B OPERATIONS LLC (132949):				6,040.00
CENTURY LINK (10091)				
	10192023	PHONE CHARGES - SCHOOL RESOURCE OFFICER	10/19/2023	50.26
Total :				50.26
Total CENTURY LINK (10091):				50.26
CODY CHAMBER OF COMMERCE (124707)				
	92830	REPLACE DOORS ON CHAMBER BUILDING	08/16/2023	1,650.00
	95009	CODY CLUB LUNCH PUNCH CARD	10/23/2023	150.00
Total :				1,800.00
Total CODY CHAMBER OF COMMERCE (124707):				1,800.00
COPENHAVER KITCHEN KOLPITCKE LLC (3140)				
	48518	Legal Services	10/03/2023	3,672.00
	48518	Legal Services	10/03/2023	408.00
	48518	Legal Services	10/03/2023	816.00
	48518	Legal Services	10/03/2023	816.00
	48518	Legal Services	10/03/2023	816.00
	48518	Legal Services	10/03/2023	816.00
	48518	Legal Services	10/03/2023	816.00
	48520	Legal Services - Planning and Zoning Matter	10/03/2023	4,878.00
Total :				13,038.00
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				13,038.00
CROELL INC (133102)				
	4048	11TH STREET ASPHALT	10/09/2023	1,683.97
	4048	ASPHALT 1508 BECK AVE	10/09/2023	882.08
	4048	ASPHALT 1307 SUNSET	10/09/2023	1,443.40
	4079	CREDIT 11TH ST ASPHALT	10/04/2023	484.09-
	4079	CREDIT 1508 BECK ASPHALT	10/04/2023	253.57-
	4079	CREDIT 1307 SUNSET ASPHALT	10/04/2023	414.94-
Total :				2,856.85
Total CROELL INC (133102):				2,856.85
CUSTOM GARAGE DOOR LLC (127015)				
	5903	GARAGE DOOR REPAIR STREET BAY	10/16/2023	957.00
Total :				957.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CUSTOM GARAGE DOOR LLC (127015):				957.00
DEARBORN LIFE INSURANCE COMPANY (131563)				
	11012023	INSURANCE NOV 2023	10/11/2023	367.30
Total :				367.30
Total DEARBORN LIFE INSURANCE COMPANY (131563):				367.30
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	590884	COLIFORM TESTING	10/26/2023	165.00
DEPARTMENT 6250	590885	COLIFORM TESTING	10/26/2023	165.00
Total :				330.00
Total ENERGY LABORATORIES, INC (4120):				330.00
ENGINEERING ASSOCIATES (4140)				
	4310126	ENGINEERING SERVICES - 2022 TREATED WATER MODELING	10/24/2023	180.20
	4310128	PROJECT 14111-04 WWTF PHASE 2	10/24/2023	1,208.40
	4310129	SURVEY TASK ORDER #1 - TREE STREET WATERLINE REPLACEMENT	10/24/2023	5,633.30
Total :				7,021.90
Total ENGINEERING ASSOCIATES (4140):				7,021.90
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	3469	TRASH CAN LINERS	10/09/2023	58.21
BIG HORN FOOD SERVICES	3469	TRASH CAN LINERS	10/09/2023	58.21
BIG HORN FOOD SERVICES	3469	TRASH CAN LINERS	10/09/2023	58.22
BIG HORN FOOD SERVICES	3469	TRASH CAN LINERS	10/09/2023	58.22
BIG HORN FOOD SERVICES	3469	TRASH CAN LINERS	10/09/2023	58.22
BIG HORN FOOD SERVICES	3512	JANITORIAL SUPPLIES	10/12/2023	432.40
Total :				723.48
Total ENNIST III, ROBERT F (131798):				723.48
ESTATE OF MALCOLM BLANK (133351)				
	3.1890.43	REFUND CREDIT BALANCE	10/12/2023	521.48
Total :				521.48
Total ESTATE OF MALCOLM BLANK (133351):				521.48
EXPRESS SERVICES INC (132433)				
	29778358	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	10/11/2023	1,164.80
	29801959	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	10/18/2023	1,536.08
	29836840	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	10/25/2023	2,278.64
Total :				4,979.52
Total EXPRESS SERVICES INC (132433):				4,979.52

Secondary Name	Invoice	Description	Invoice Date	Total Cost
FARLOW, IRENE (131831)				
DBA: CODY CAB LLC	10162023	TIPSY TAXI PROGRAM	10/16/2023	950.00
Total :				950.00
Total FARLOW, IRENE (131831):				950.00
FORWARD CODY WYOMING, INC (127450)				
	10262023	WY TAXPAYER'S ASSOCIATION BRIEFING	10/26/2023	15.00
	10262023	WY TAXPAYER'S ASSOCIATION BRIEFING	10/26/2023	15.00
Total :				30.00
Total FORWARD CODY WYOMING, INC (127450):				30.00
FRANDSON SAFETY, INC. (130638)				
	99511	CHLORINE MONITOR CALIBRATION	10/05/2023	84.00
Total :				84.00
Total FRANDSON SAFETY, INC. (130638):				84.00
FREMONT CHEVROLET BUICK GMC (129805)				
	52413	3/4 Ton 4X4 Cab and Chassis Bid 2023-04	10/27/2023	45,065.00
Total :				45,065.00
Total FREMONT CHEVROLET BUICK GMC (129805):				45,065.00
GALLS PARENT HOLDINGS, LLC (132576)				
GALLS, LLC	025841573	DUTY PANTS C29	10/02/2023	221.58
GALLS, LLC	025842073	DUTY SHIRTS	10/02/2023	153.06
GALLS, LLC	025842076	DUTY SHIRTS FOR C16	10/02/2023	291.03
Total :				665.67
Total GALLS PARENT HOLDINGS, LLC (132576):				665.67
GOODYEAR, ROBERT W (125939)				
GOODYEAR PRINTING	230721	GUEST PASSES	10/16/2023	125.00
Total :				125.00
Total GOODYEAR, ROBERT W (125939):				125.00
GRANICUS LLC (128565)				
	173356	LIVE BROADCAST CAPTIONING SERVICE	10/23/2023	4,500.00
Total :				4,500.00
Total GRANICUS LLC (128565):				4,500.00
H B I INSURANCE (12306)				
	4034	SURETY BOND - JUDGE KEEGAN	10/11/2023	170.00
Total :				170.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total H B I INSURANCE (12306):				170.00
H.D. FOWLER CO INC (133358)				
	16552212	100 3/4" METERS	10/24/2023	17,272.00
Total :				17,272.00
Total H.D. FOWLER CO INC (133358):				17,272.00
HUBER, WESLEY L (123442)				
EAGLE OF CODY PRINTING	102323	ARRAIGNMENT AND SENTENCING ORDER	10/23/2023	121.00
Total :				121.00
Total HUBER, WESLEY L (123442):				121.00
ICMA - MEMBERSHIP RENEWALS (123367)				
	202082 24	MEMBERSHIP RENEWAL	10/11/2023	891.36
Total :				891.36
Total ICMA - MEMBERSHIP RENEWALS (123367):				891.36
J & S CORPORATION (1160)				
BIG HORN GLASS	41806	REPLACE EXIT DOOR IN POOL	10/25/2023	4,986.00
Total :				4,986.00
Total J & S CORPORATION (1160):				4,986.00
JAMES, JEREMY (132660)				
	15.5001.34	UTILITY DEPOSIT REFUND	10/24/2023	126.60
Total :				126.60
Total JAMES, JEREMY (132660):				126.60
KELLY, GENE (132885)				
D&G ELECTRIC LLC	4301	BOB MOORE PARKING LOT PEDESTAL	10/06/2023	310.00
Total :				310.00
Total KELLY, GENE (132885):				310.00
KENNEY, MICHEAL LEE (133354)				
	10102023	WITNESS AND MILEAGE FEES MC-2307-015	10/13/2023	26.25
Total :				26.25
Total KENNEY, MICHEAL LEE (133354):				26.25
KR SERVICE LLC (133355)				
	8288	TIRE MACHINE ASSEMBLY	09/04/2023	126.31
	8361	TIRE MACHINE ADAPTER	10/06/2023	735.68
Total :				861.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total KR SERVICE LLC (133355):				861.99
LEACH, PATRICK R (133098)				
ETERNAL TREE SERVICE	10132023	TREE MAINTENANCE DACKEN PARK	10/13/2023	2,600.00
Total :				2,600.00
Total LEACH, PATRICK R (133098):				2,600.00
LEISURE IN MONTANA INC (131545)				
	SAL30234-1	POOL CHEMICALS AND REAGENTS	10/25/2023	461.29
	SAL30234-1	POOL CHEMICALS AND REAGENTS	10/25/2023	461.29
Total :				922.58
Total LEISURE IN MONTANA INC (131545):				922.58
MICRO-COMM. INC. (6635)				
	17995	SCADA ANNUAL MAINTENANCE CONTRACT	10/11/2023	6,600.00
Total :				6,600.00
Total MICRO-COMM. INC. (6635):				6,600.00
MINSKE, SHARON (133352)				
	61709050	REC CENTER REFUND	10/16/2023	63.00
Total :				63.00
Total MINSKE, SHARON (133352):				63.00
MIZELL, HANNAH (133357)				
	61968506	REC CENTER REFUND	10/24/2023	25.00
Total :				25.00
Total MIZELL, HANNAH (133357):				25.00
NCL OF WISCONSIN INC (7320)				
NORTH CENTRAL LABS	494409	CHLORINE TESTING POWDER	10/18/2023	150.29
Total :				150.29
Total NCL OF WISCONSIN INC (7320):				150.29
OFFICE SHOP INC (7440)				
	256134	COPIER AGREEMENT - AQUATIC/REC CENTER	10/27/2023	533.42
	256134	COPIER AGREEMENT - AQUATIC/REC CENTER	10/27/2023	533.42
	256171	Copier Contract	10/27/2023	81.88
	256171	Copier Contract	10/27/2023	75.06
	256171	Copier Contract	10/27/2023	75.06
	256171	Copier Contract	10/27/2023	75.06
	256171	Copier Contract	10/27/2023	75.06
	256171	Copier Contract	10/27/2023	75.06
	256171	Copier Contract	10/27/2023	75.06
	256171	Copier Contract	10/27/2023	75.06
	256171	Copier Contract	10/27/2023	75.05
	256172	COPIER CONTRACT - CITY SHOP	10/27/2023	5.63

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	256172	COPIER CONTRACT - CITY SHOP	10/27/2023	5.63
	256172	COPIER CONTRACT - CITY SHOP	10/27/2023	4.96
	256172	COPIER CONTRACT - CITY SHOP	10/27/2023	5.63
	256172	COPIER CONTRACT - CITY SHOP	10/27/2023	5.63
	256172	COPIER CONTRACT - CITY SHOP	10/27/2023	5.62
Total :				1,782.29
Total OFFICE SHOP INC (7440):				1,782.29
PARK COUNTY (7670)				
	101023	NEGATIVE SPECIFIC PURPOSE TAX	10/10/2023	55,842.21
Total :				55,842.21
Total PARK COUNTY (7670):				55,842.21
PARK COUNTY ANIMAL SHELTER (5120)				
	11012023	ANIMAL SERVICE CONTRACT - NOVEMBER 2023	11/01/2023	4,166.67
Total :				4,166.67
Total PARK COUNTY ANIMAL SHELTER (5120):				4,166.67
PURCELL TIRE AND RUBBER COMPANY (132837)				
DBA: PURCELL TIRE AND SERVICE C	31215347	SANITATION RECAP TIRES	10/10/2023	2,666.64
Total :				2,666.64
Total PURCELL TIRE AND RUBBER COMPANY (132837):				2,666.64
PURCHASE POWER (8240)				
	9302023	POSTAGE - FINANCE/AP	10/20/2023	430.26
	9302023	POSTAGE - HUMAN RESOURCES	10/20/2023	120.51
	9302023	POSTAGE - GRANTS	10/20/2023	1.08
	9302023	POSTAGE - MUNICIPAL COURT	10/20/2023	136.29
	9302023	POSTAGE - UTILITY	10/20/2023	665.79
	9302023	POSTAGE - ADMINISTRATOR	10/20/2023	90.18
	9302023	POSTAGE - CITY CLERK	10/20/2023	65.70
	9302023	POSTAGE - PD	10/20/2023	23.32
	9302023	POSTAGE - REC CENTER	10/20/2023	369.69
	9302023	POSTAGE - PUBLIC WORKS	10/20/2023	51.08
	9302023	POSTAGE - PLANNING & ZONING	10/20/2023	7.41
	9302023	POSTAGE - BUILDING INSPECTION	10/20/2023	26.70
Total :				1,988.01
Total PURCHASE POWER (8240):				1,988.01
ROCKY MOUNTAIN POWER (7570)				
	10182023	UTILITIES - ROCKY MOUNTAIN POWER	10/18/2023	28.45
	10182023	UTILITIES - ROCKY MOUNTAIN POWER	10/18/2023	160.89
Total :				189.34
Total ROCKY MOUNTAIN POWER (7570):				189.34

Secondary Name	Invoice	Description	Invoice Date	Total Cost
S & L INDUSTRIAL (130587)				
	1321	CURB DELINEATORS FREEDOM AND ROBERTS ST PEDESTRIAN CROSSING	10/27/2023	4,845.19
Total :				4,845.19
Total S & L INDUSTRIAL (130587):				4,845.19
SABER PEST CONTROLL LLC (131183)				
	PR105	PEST CONTROL - PARKS AND FIELDS	10/19/2023	360.00
	PR105	PEST CONTROL - PARKS SHOP	10/19/2023	80.00
Total :				440.00
Total SABER PEST CONTROLL LLC (131183):				440.00
SAGE CIVIL ENGINEERING (124355)				
	3545	CONSTRUCTION DETAILS DRAFTING PROJECT	10/11/2023	6,490.00
Total :				6,490.00
Total SAGE CIVIL ENGINEERING (124355):				6,490.00
SHEETS, GEN (133356)				
	61933646	REC CENTER REFUND	10/23/2023	150.00
Total :				150.00
Total SHEETS, GEN (133356):				150.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16280	OUTSOURCE BILLS	10/19/2023	11.56
ADVANCED INFO SYSTEMS	16280	OUTSOURCE BILLS	10/19/2023	73.23
ADVANCED INFO SYSTEMS	16280	OUTSOURCE BILLS	10/19/2023	65.52
ADVANCED INFO SYSTEMS	16280	OUTSOURCE BILLS	10/19/2023	65.52
ADVANCED INFO SYSTEMS	16280	OUTSOURCE BILLS	10/19/2023	84.79
ADVANCED INFO SYSTEMS	16280	OUTSOURCE BILLS	10/19/2023	84.80
ADVANCED INFO SYSTEMS	16281	OUTSOURCE BILLS	10/23/2023	5.27
ADVANCED INFO SYSTEMS	16281	OUTSOURCE BILLS	10/23/2023	33.38
ADVANCED INFO SYSTEMS	16281	OUTSOURCE BILLS	10/23/2023	29.87
ADVANCED INFO SYSTEMS	16281	OUTSOURCE BILLS	10/23/2023	29.87
ADVANCED INFO SYSTEMS	16281	OUTSOURCE BILLS	10/23/2023	38.65
ADVANCED INFO SYSTEMS	16281	OUTSOURCE BILLS	10/23/2023	38.66
Total :				561.12
Total SYSTEMS GRAPHICS INC (129162):				561.12
THALES CONSULTING, INC (132840)				
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	90.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	330.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	60.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	30.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	30.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	270.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	90.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	60.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	30.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	210.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	480.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	360.00
	3070	TRS REPORTING SOFTWARE ANNUAL SUPPORT	12/31/2022	960.00
Total :				3,000.00
Total THALES CONSULTING, INC (132840):				3,000.00
US POSTMASTER (129112)				
	101623	2 MONTHS POSTAGE FOR UTILITY BILLING	10/16/2023	4,000.00
Total :				4,000.00
Total US POSTMASTER (129112):				4,000.00
WELLS FARGO COMMERCIAL CARD (132565)				
	102323	Car Wash	10/23/2023	20.00
	102323	WRPA accommodations	10/23/2023	306.36
	102323	years of service awards	10/23/2023	158.97
	102323	years of service wards	10/23/2023	100.00
	102323	years of service awards	10/23/2023	83.00
	102323	Car Wash	10/23/2023	7.32
	102323	WRPA accommodations	10/23/2023	30.36-
	102323	WRPA accommodations	10/23/2023	138.00
	102323	WRPA accommodations	10/23/2023	138.00
	102323	zip ties	10/23/2023	176.51
	102323	kick down door openers for rec center	10/23/2023	15.98
	102323	years of service awards	10/23/2023	125.00
	102323	random testing	10/23/2023	90.50
	102323	random testing	10/23/2023	181.00
	102323	broom	10/23/2023	30.98
	102323	WRPA accommodations	10/23/2023	184.00
	102323	plates for putt putt	10/23/2023	7.29
	102323	rope	10/23/2023	17.18
	102323	G20 oil	10/23/2023	29.97
	102323	valve for vac truck	10/23/2023	206.97
	102323	Pet hair roller	10/23/2023	84.95
	102323	Flash drives	10/23/2023	431.76
	102323	WYOPASS Conference	10/23/2023	38.83
	102323	WYOPASS Conference	10/23/2023	230.72
	102323	WRPA accommodations	10/23/2023	276.00
	102323	pizza for putt putt	10/23/2023	163.83
	102323	years of service award	10/23/2023	78.70
	102323	WRPA accommodations	10/23/2023	276.00
	102323	Car Wash	10/23/2023	11.00
	102323	WYOPASS Conference	10/23/2023	11.79
	102323	Posters printed & frames for Jam the Patrol Car C09 VOID	10/23/2023	72.43-
	102323	marketing ads	10/23/2023	238.00
	102323	Posters printed & frames for Jam the Patrol Car C09	10/23/2023	71.64
	102323	WYOPass Conference	10/23/2023	9.65
	102323	Fork lift parts	10/23/2023	32.66
	102323	fuel for WRPA conference	10/23/2023	45.60
	102323	hydraulic hoses	10/23/2023	173.44
	102323	Halloween carnival	10/23/2023	267.28
	102323	work lights	10/23/2023	1,059.93
	102323	snow drain adhesive / roof facet	10/23/2023	38.88
	102323	mouse bait	10/23/2023	11.99
	102323	Bobcat parts	10/23/2023	111.46

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	Streets bobcat parts	10/23/2023	32.67
	102323	Keys cut	10/23/2023	28.00
	102323	Duty shirts C29	10/23/2023	449.92
	102323	Streets bobcat parts	10/23/2023	256.81
	102323	Car wash	10/23/2023	15.00
	102323	Saw blades	10/23/2023	20.99
	102323	Roof leak repair Parks Department shop	10/23/2023	11.99
	102323	G08 parts	10/23/2023	235.00
	102323	fuel for WRPA conference	10/23/2023	32.95
	102323	Car Wash	10/23/2023	23.00
	102323	high visibility jacket	10/23/2023	65.96
	102323	WRPA meal	10/23/2023	82.01
	102323	Utilities	10/23/2023	2,078.79
	102323	Utilities	10/23/2023	7.17
	102323	Utilities	10/23/2023	484.16
	102323	Utilities	10/23/2023	11,712.98
	102323	Utilities	10/23/2023	66.70
	102323	UV bulbs	10/23/2023	2,530.00
	102323	Car Wash	10/23/2023	9.00
	102323	Car Wash	10/23/2023	9.00
	102323	award A Couture	10/23/2023	135.85
	102323	Park maint	10/23/2023	38.99
	102323	scotch kote	10/23/2023	145.78
	102323	16"" repair clamp	10/23/2023	1,780.00
	102323	WYOPASS Conference	10/23/2023	13.64
	102323	Signage	10/23/2023	17.69
	102323	building outside light replacement	10/23/2023	772.95
	102323	propane	10/23/2023	56.80
	102323	toner	10/23/2023	199.99
	102323	paint	10/23/2023	39.98
	102323	training courses	10/23/2023	142.25
	102323	Inner duty belt	10/23/2023	36.38
	102323	silicone	10/23/2023	9.98
	102323	Posters printed & frames for Jam the Patrol Car C09 WITH SALES TAX	10/23/2023	72.43
	102323	Notary journals	10/23/2023	59.16
	102323	toner	10/23/2023	435.90
	102323	Personal charge error	10/23/2023	41.31
	102323	fuel for WRPA conference	10/23/2023	36.19
	102323	WRPA meal	10/23/2023	43.99
	102323	toner	10/23/2023	690.78
	102323	Notary stamp C07	10/23/2023	21.65
	102323	C07 Brake drums	10/23/2023	370.57
	102323	Janitorial	10/23/2023	11.98
	102323	position vacancy	10/23/2023	614.80
	102323	fuel for WRPA Conference	10/23/2023	28.48
	102323	RIMSCON 2023 Training - C31	10/23/2023	8.31
	102323	RIMSCON 2023 Training - C31	10/23/2023	21.97
	102323	kleenex	10/23/2023	33.09
	102323	RIMSCON 2023 Training - C31	10/23/2023	17.28
	102323	RIMSCON 2023 Training - C31 - Baggage Fee	10/23/2023	35.00
	102323	Label maker and supplies	10/23/2023	86.04
	102323	drinking water	10/23/2023	14.76
	102323	Office supplies	10/23/2023	60.99
	102323	truck cleaning fluid	10/23/2023	543.24
	102323	Headphones	10/23/2023	15.14
	102323	Furniture repair kit	10/23/2023	8.90
	102323	RIMSCON 2023 Training - C31	10/23/2023	489.68
	102323	RIMSCON 2023 Training - C31	10/23/2023	4.27

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	RIMSCON 2023 Training - C31	10/23/2023	8.53
	102323	check in software for kids programs	10/23/2023	79.00
	102323	RIMSCON 2023 Training - C31	10/23/2023	13.96
	102323	Keyboard and stand	10/23/2023	51.38
	102323	Mower zerk	10/23/2023	3.99
	102323	RIMSCON 2023 Training - C31	10/23/2023	5.72
	102323	Utilities	10/23/2023	4.41
	102323	Utilities	10/23/2023	1,734.14
	102323	Utilities	10/23/2023	.09
	102323	Utilities	10/23/2023	6,522.75
	102323	Utilities	10/23/2023	452.89
	102323	Utilities	10/23/2023	1,097.23
	102323	Utilities	10/23/2023	573.97
	102323	Utilities	10/23/2023	351.18
	102323	Utilities	10/23/2023	746.89
	102323	Utilities	10/23/2023	9.39
	102323	Utilities	10/23/2023	16.60
	102323	Utilities	10/23/2023	7,477.24
	102323	Utilities	10/23/2023	7,472.29
	102323	Utilities	10/23/2023	16.00
	102323	Utilities	10/23/2023	386.61
	102323	Utilities	10/23/2023	9.39
	102323	Utilities	10/23/2023	9,490.41
	102323	Utilities	10/23/2023	9.39
	102323	Utilities	10/23/2023	1,310.11
	102323	Utilities	10/23/2023	9.39
	102323	Utilities	10/23/2023	45.45
	102323	Utilities	10/23/2023	332.65
	102323	Utilities	10/23/2023	9.39
	102323	Utilities	10/23/2023	1,260.61
	102323	Utilities	10/23/2023	1,260.60
	102323	gym light replacement	10/23/2023	3,762.50
	102323	pool pump replaced	10/23/2023	189.00
	102323	replace bulb at recycle shop	10/23/2023	186.00
	102323	Frame	10/23/2023	33.27
	102323	Kaspersky	10/23/2023	1,418.84
	102323	Kaspersky	10/23/2023	2,050.21
	102323	Kaspersky	10/23/2023	143.27
	102323	Kaspersky	10/23/2023	155.94
	102323	Kaspersky	10/23/2023	370.94
	102323	Kaspersky	10/23/2023	415.93
	102323	Kaspersky	10/23/2023	479.55
	102323	Kaspersky	10/23/2023	350.51
	102323	Kaspersky	10/23/2023	223.87
	102323	Kaspersky	10/23/2023	73.81
	102323	kaspersky	10/23/2023	133.04
	102323	kaspersky	10/23/2023	215.04
	102323	kaspersky	10/23/2023	324.70
	102323	propane	10/23/2023	30.00
	102323	Work boots	10/23/2023	164.99
	102323	POSTAGE MACHINE LEASE	10/23/2023	729.42
	102323	cordless hammerdrill	10/23/2023	199.99
	102323	Phone Service	10/23/2023	24.15
	102323	Phone Service	10/23/2023	41.31
	102323	Phone Service	10/23/2023	41.31
	102323	Phone Service	10/23/2023	82.62
	102323	Phone Service	10/23/2023	20.66
	102323	Phone Service	10/23/2023	20.66

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	Phone Service	10/23/2023	587.43
	102323	Phone Service	10/23/2023	165.24
	102323	Phone Service	10/23/2023	32.22
	102323	Phone Service	10/23/2023	151.42
	102323	Phone Service	10/23/2023	40.01
	102323	Phone Service	10/23/2023	41.31
	102323	Phone Service	10/23/2023	242.66
	102323	Phone Service	10/23/2023	40.01
	102323	Phone Service	10/23/2023	70.03
	102323	Phone Service	10/23/2023	122.63
	102323	Phone Service	10/23/2023	233.79
	102323	Phone Service	10/23/2023	40.01
	102323	Phone Service	10/23/2023	41.31
	102323	Phone Service	10/23/2023	41.31
	102323	Phone Service	10/23/2023	13.63
	102323	Phone Service	10/23/2023	132.39
	102323	Phone Service	10/23/2023	13.09
	102323	Phone Service	10/23/2023	13.63
	102323	Phone Service	10/23/2023	96.24
	102323	Phone Service	10/23/2023	52.09
	102323	Phone Service	10/23/2023	14.05
	102323	Phone Service	10/23/2023	104.82
	102323	Phone Service	10/23/2023	44.81
	102323	Phone Service	10/23/2023	305.88
	102323	Phone Service	10/23/2023	145.82
	102323	Vehicle Maintenance Software	10/23/2023	43.64
	102323	Vehicle Maintenance Software	10/23/2023	540.65
	102323	Vehicle Maintenance Software	10/23/2023	540.65
	102323	Vehicle Maintenance Software	10/23/2023	43.64
	102323	Vehicle Maintenance Software	10/23/2023	63.85
	102323	Vehicle Maintenance Software	10/23/2023	497.26
	102323	Vehicle Maintenance Software	10/23/2023	43.64
	102323	Vehicle Maintenance Software	10/23/2023	238.40
	102323	Vehicle Maintenance Software	10/23/2023	107.49
	102323	Vehicle Maintenance Software	10/23/2023	107.49
	102323	Vehicle Maintenance Software	10/23/2023	238.65
	102323	Ink for the key fob printer	10/23/2023	199.99
	102323	Signage	10/23/2023	66.90
	102323	Security Contract	10/23/2023	75.98
	102323	Security Contract	10/23/2023	37.99
	102323	Security Contract	10/23/2023	37.98
	102323	bulbs	10/23/2023	11.99
	102323	H02 fuel line	10/23/2023	38.20
	102323	pickleballs	10/23/2023	299.90
	102323	Office supplies	10/23/2023	112.89
	102323	Breakroom supplies	10/23/2023	16.46
	102323	Penetrating oil	10/23/2023	305.04
	102323	ISA Cert training	10/23/2023	497.00
	102323	RIMSCON 2023 Training - C31	10/23/2023	8.68
	102323	primer	10/23/2023	137.98
	102323	175 watt bulbs	10/23/2023	402.96
	102323	duct seal	10/23/2023	20.72
	102323	RIMSCON 2023 Training - C31	10/23/2023	20.31
	102323	toner	10/23/2023	232.61
	102323	B25 headlight restore	10/23/2023	16.88
	102323	Irrigation	10/23/2023	1,009.28
	102323	lubricant	10/23/2023	305.04
	102323	Utilities	10/23/2023	86.45

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	Utilities	10/23/2023	88.09
	102323	Utilities	10/23/2023	1,724.76
	102323	Utilities	10/23/2023	56.45
	102323	Utilities	10/23/2023	194.29
	102323	Utilities	10/23/2023	542.80
	102323	Utilities	10/23/2023	542.80
	102323	Utilities	10/23/2023	72.40
	102323	Utilities	10/23/2023	88.09
	102323	Utilities	10/23/2023	194.29
	102323	Utilities	10/23/2023	159.00
	102323	Utilities	10/23/2023	200.18
	102323	Utilities	10/23/2023	98.35
	102323	Utilities	10/23/2023	89.70
	102323	credit toner	10/23/2023	244.00-
	102323	Desk Blotter	10/23/2023	25.99
	102323	flat cable	10/23/2023	19.94
	102323	riser pipe	10/23/2023	1,024.38
	102323	Cell phone cases	10/23/2023	117.04
	102323	Car Wash	10/23/2023	5.75
	102323	RIMSCON 2023 Training - C31	10/23/2023	23.37
	102323	cleaning supplies	10/23/2023	60.80
	102323	Cite & Doc Holders CANCEL CREDIT	10/23/2023	124.11-
	102323	filters A01 A27 A08 A20, brakes and rotors A01	10/23/2023	532.62
	102323	caps B07	10/23/2023	11.97
	102323	filter B31	10/23/2023	5.24
	102323	filter B43 B11	10/23/2023	27.53
	102323	oil J27	10/23/2023	13.30
	102323	filters D15 D14 F01 G09, batteries A05 H03, tow socket B44, tubing D15, cleaner ST	10/23/2023	777.13
	102323	filter C01, filler assembly C07, couplings S06	10/23/2023	94.66
	102323	filters B36 B45	10/23/2023	10.48
	102323	filter and brake cleaner D10	10/23/2023	84.40
	102323	UA/Evidence to Lab	10/23/2023	6.67
	102323	UA/Evidence to Lab	10/23/2023	6.83
	102323	CREDIT for over charged tip amount	10/23/2023	4.08-
	102323	RIMSCON 2023 Training - C31	10/23/2023	23.66
	102323	Drill bit	10/23/2023	17.99
	102323	File pockets	10/23/2023	38.79
	102323	Snow fence supplies	10/23/2023	37.16
	102323	Park maint	10/23/2023	23.99
	102323	Breakroom	10/23/2023	2.19
	102323	toner	10/23/2023	50.09
	102323	stand for court	10/23/2023	35.99
	102323	shop supplies	10/23/2023	25.87
	102323	water sample shipping	10/23/2023	100.33
	102323	RIMSCON 2023 Training - C31 Baggage Fee	10/23/2023	35.00
	102323	fluids	10/23/2023	211.64
	102323	cleaning supplies for drain	10/23/2023	5.59
	102323	bolts	10/23/2023	44.26
	102323	Drill press vise	10/23/2023	174.99
	102323	Risk assessments	10/23/2023	263.10
	102323	Motel Salt trip	10/23/2023	147.92
	102323	stuff for spook and splash	10/23/2023	227.46
	102323	B43 tires	10/23/2023	564.00
	102323	C03 parts	10/23/2023	269.10
	102323	Micro Fiber towels for cleaning machines	10/23/2023	39.98
	102323	Pens	10/23/2023	9.86
	102323	Dishsoap	10/23/2023	24.43
	102323	Air purifier	10/23/2023	88.39

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	toners	10/23/2023	376.89
	102323	Irrigation	10/23/2023	10.96
	102323	file folders	10/23/2023	59.96
	102323	dye for spook and splash	10/23/2023	39.00
	102323	grease for diving board	10/23/2023	18.39
	102323	RIMSCON 2023 Training - C31	10/23/2023	112.86
	102323	meeting expense	10/23/2023	65.16
	102323	Fuel Salt Lake trip	10/23/2023	332.78
	102323	B25 headlight restoration kit	10/23/2023	16.88
	102323	Mutt Mitts	10/23/2023	3,523.30
	102323	Firearms cleaning supplies	10/23/2023	148.05
	102323	Grant management certificate course	10/23/2023	4,925.75
	102323	Meal Salt lake trip	10/23/2023	24.69
	102323	Patrol Car Bags, Cite & Doc Holders	10/23/2023	454.08
	102323	scoreboard computer	10/23/2023	2,310.00
	102323	Hood inspection	10/23/2023	200.00
	102323	hardware to reinstall speed bag	10/23/2023	10.50
	102323	ISA membership	10/23/2023	230.00
	102323	Key blanks	10/23/2023	62.35
	102323	brass	10/23/2023	184.04
	102323	brass	10/23/2023	304.80
	102323	Car wash	10/23/2023	12.00
	102323	14"" flex couplers	10/23/2023	1,386.10
	102323	light bulbs	10/23/2023	233.17
	102323	Riser Stand	10/23/2023	21.49
	102323	Toner Cartridge	10/23/2023	83.39
	102323	Calendar 2024	10/23/2023	12.89
	102323	Calculator	10/23/2023	85.43
	102323	Fuel Salt Lake Trip	10/23/2023	110.92
	102323	brass	10/23/2023	226.42
	102323	check valves	10/23/2023	371.60
	102323	cable extender	10/23/2023	5.93
	102323	Office Supplies	10/23/2023	5.98
	102323	cable, keyboard, mousepad	10/23/2023	275.37
	102323	Office Supplies	10/23/2023	6.68
	102323	dumpster paint	10/23/2023	387.98
	102323	B17 cable	10/23/2023	17.21
	102323	First aid scissors	10/23/2023	8.79
	102323	Duty boots C29	10/23/2023	140.00
	102323	Adding machine roll	10/23/2023	8.38
	102323	socket set	10/23/2023	29.98
	102323	batteries and other supplies	10/23/2023	50.53
	102323	Toddler swings	10/23/2023	359.97
	102323	Fuse beads for ASAP	10/23/2023	11.19
	102323	credit for security camera	10/23/2023	79.99-
	102323	Labels	10/23/2023	50.76
	102323	Adding machine ribbon	10/23/2023	6.68
	102323	Janitorial	10/23/2023	19.98
	102323	GrantWatch Subscription	10/23/2023	338.56
	102323	C07 parts	10/23/2023	111.81
	102323	volleyball poles	10/23/2023	211.96
	102323	Handcuffs	10/23/2023	205.13
	102323	Meeting expense	10/23/2023	37.20
	102323	light bulbs for recycle and street shops	10/23/2023	22.98
	102323	dremel kit, pvc pipe	10/23/2023	143.96
	102323	# 10 wire	10/23/2023	454.92
	102323	C07 parts	10/23/2023	29.40
	102323	WRPA conference	10/23/2023	132.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	WRPA conference	10/23/2023	132.50
	102323	Glove pouch, key holder	10/23/2023	79.74
	102323	UA/Evidence to Lab	10/23/2023	6.67
	102323	Flashlight holsters	10/23/2023	67.96
	102323	advertising personnel vacancies	10/23/2023	288.00
	102323	advertising personnel vacancies	10/23/2023	262.50
	102323	advertising personnel vacancies	10/23/2023	120.00
	102323	advertising personnel vacancies	10/23/2023	180.00
	102323	Duty flashlights	10/23/2023	474.39
	102323	Key blanks	10/23/2023	12.66
	102323	Key blanks	10/23/2023	15.98
	102323	UA/Evidence to Lab	10/23/2023	6.67
	102323	Training	10/23/2023	499.00
	102323	training courses	10/23/2023	499.00
	102323	Fuel salt lake salt trip	10/23/2023	342.55
	102323	Car Wash	10/23/2023	15.00
	102323	Motel accommodations	10/23/2023	127.03
	102323	Motel accommodations	10/23/2023	128.00
	102323	propane	10/23/2023	49.20
	102323	valve for pool spa	10/23/2023	500.54
	102323	Duty Shirts C29	10/23/2023	179.97
	102323	Intox Instructor Class - C10 - accommodations	10/23/2023	377.88
	102323	Toner Cartridge	10/23/2023	83.05
	102323	Meal salt trip	10/23/2023	23.56
	102323	Fuel Colorado trip	10/23/2023	54.00
	102323	H06 parts	10/23/2023	176.88
	102323	Meals Colorado training	10/23/2023	44.49
	102323	water boots	10/23/2023	74.99
	102323	gloves	10/23/2023	21.98
	102323	flashdrive	10/23/2023	18.99
	102323	Duty shirts C29	10/23/2023	174.71
	102323	Binder dividers	10/23/2023	40.69
	102323	tiny tots snacks	10/23/2023	20.76
	102323	keyboard and mouse	10/23/2023	74.97
	102323	Duty shoes C29	10/23/2023	139.95
	102323	C07 parts	10/23/2023	15.60
	102323	Name plates	10/23/2023	71.86
	102323	propane for forklift	10/23/2023	28.00
	102323	Car Wash	10/23/2023	9.00
	102323	Motel accommodations	10/23/2023	381.09
	102323	Motel accommodations	10/23/2023	381.09
	102323	Budget simulator	10/23/2023	5,716.00
	102323	Motel accommodations	10/23/2023	254.06
	102323	UA/Evidence to Lab	10/23/2023	7.03
	102323	drill pumps	10/23/2023	23.74
	102323	Miranda warning cards	10/23/2023	102.43
	102323	Breakroom Supplies	10/23/2023	7.44
	102323	Business Cards	10/23/2023	50.00
	102323	Fuel salt trip	10/23/2023	100.00
	102323	Meals Colorado trip	10/23/2023	76.66
	102323	sprinkler repairs	10/23/2023	25.29
	102323	disney plus for kids programs	10/23/2023	10.99
	102323	refund	10/23/2023	140.00-
	102323	heat gun	10/23/2023	45.98
	102323	ice cleats	10/23/2023	171.92
	102323	Supplies for ASAP	10/23/2023	93.62
	102323	sprinkler repair	10/23/2023	21.88
	102323	C07 parts	10/23/2023	449.03

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	Fuel Colorado trip	10/23/2023	24.97
	102323	Safe Student Alliance Conference - SRO C09 - Meal	10/23/2023	10.87
	102323	Safe Student Alliance Conference - SRO C09 - Meal	10/23/2023	12.60
	102323	Strap	10/23/2023	18.98
	102323	WRPA Membership	10/23/2023	50.00
	102323	WRPA Conference	10/23/2023	185.00
	102323	Irrigation	10/23/2023	43.57
	102323	laptop	10/23/2023	649.99
	102323	Ballfield material	10/23/2023	863.73
	102323	Meals Colorado trip	10/23/2023	109.80
	102323	paint	10/23/2023	39.95
	102323	Meals Colorado trip	10/23/2023	151.09
	102323	cable extensions	10/23/2023	9.99
	102323	Safe Student Alliance Conference - SRO C09 - Gas	10/23/2023	50.66
	102323	Intox Instructor Class - C10 - Gas	10/23/2023	53.12
	102323	Meals Colorado trip	10/23/2023	34.07
	102323	Car Wash	10/23/2023	9.00
	102323	spotify	10/23/2023	16.99
	102323	SRO Conference C09 - Hotel	10/23/2023	318.00
	102323	Park maintenance	10/23/2023	43.25
	102323	Snow removal	10/23/2023	20.97
	102323	H06 parts	10/23/2023	123.70
	102323	grease, greasgun, tape etc	10/23/2023	235.60
	102323	Safe Student Alliance Conference - SRO C09 - Meal	10/23/2023	6.84
	102323	Safe Student Alliance Conference - SRO C09 - Meal	10/23/2023	16.50
	102323	Car Wash	10/23/2023	9.00
	102323	water sample shipping	10/23/2023	94.53
	102323	Safe Student Alliance Conference - SRO C09 - Gas	10/23/2023	46.29
	102323	drill bit	10/23/2023	77.99
	102323	Fuel Scoria trip	10/23/2023	51.60
	102323	Car Wash	10/23/2023	18.00
	102323	Safe Student Alliance Conference - SRO C09 - Meal	10/23/2023	34.13
	102323	Greybull Hill graffiti	10/23/2023	46.99
	102323	Utilities	10/23/2023	377.53
	102323	Utilities	10/23/2023	.46
	102323	Scoria trip	10/23/2023	50.22
	102323	pull tape, heat shrink	10/23/2023	467.90
	102323	ground rod	10/23/2023	439.15
	102323	Ballfield material	10/23/2023	82.98
	102323	tape, solder, wiring lug	10/23/2023	31.83
	102323	coffee	10/23/2023	58.06
	102323	cleaning supplies,towels	10/23/2023	92.60
	102323	wasp spray	10/23/2023	30.60
	102323	Fuel Scoria material	10/23/2023	56.03
	102323	Cleaning supplies	10/23/2023	14.27
	102323	Alco-sensor III x2	10/23/2023	994.00
	102323	screw driver,pliers	10/23/2023	60.96
	102323	fasteners	10/23/2023	88.73
	102323	cody enterprise subscription	10/23/2023	49.00
	102323	Duty holsters	10/23/2023	275.20
	102323	G10 parts credit	10/23/2023	17.94-
	102323	H06 parts	10/23/2023	38.04
	102323	Car Wash	10/23/2023	12.00
	102323	C05 parts return	10/23/2023	147.39-
	102323	floor, glass cleaner	10/23/2023	10.58
	102323	bolts, solder, gas bottle	10/23/2023	102.61
	102323	Snow removal	10/23/2023	1,927.52
	102323	Car Wash	10/23/2023	8.46

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	102323	random drug test	10/23/2023	125.00
	102323	paint	10/23/2023	5.00
	102323	rake, ratchet straps	10/23/2023	93.97
	102323	Office supplies	10/23/2023	276.56
	102323	Drug testing kits	10/23/2023	436.50
	102323	Shop supplies	10/23/2023	186.92
	102323	service repair couplers,sweeps	10/23/2023	61.94
	102323	backstroke flags	10/23/2023	476.00
	102323	Shop lights	10/23/2023	131.56
	102323	TRT Uniforms	10/23/2023	1,283.00
	102323	Shipping charge for drug testing kits	10/23/2023	31.64
	102323	RMCC - Hotel - C06	10/23/2023	411.80
	102323	logmein subscription	10/23/2023	925.14
	102323	logmein subscription	10/23/2023	875.00
	102323	logmein subscription	10/23/2023	109.19
	102323	logmein subscription	10/23/2023	118.84
	102323	logmein subscription	10/23/2023	313.95
	102323	logmein subscription	10/23/2023	323.24
	102323	logmein subscription	10/23/2023	365.47
	102323	logmein subscription	10/23/2023	267.13
	102323	logmein subscription	10/23/2023	170.62
	102323	logmein subscription	10/23/2023	107.64
	102323	logmein subscription	10/23/2023	170.14
	102323	logmein subscription	10/23/2023	253.63
	102323	pipe return	10/23/2023	64.28-
	102323	Shop lights	10/23/2023	85.48
	102323	RMCC - Hotel - C07	10/23/2023	392.00
	102323	Safe Student Alliance Conference - SRO C09 - Meal	10/23/2023	3.95
	102323	poly pipe	10/23/2023	191.03
	102323	Safe Student Alliance Conference - SRO C09 - Meal	10/23/2023	21.19
	102323	meeting refreshments	10/23/2023	27.32
	102323	pvc caps	10/23/2023	6.87
Total :				150,640.40
Total WELLS FARGO COMMERICAL CARD (132565):				150,640.40
WILSHUSEN, THOMAS M (132065)				
	92423	GUN SAFE REIMBURSEMENT	09/24/2023	499.99
Total :				499.99
Total WILSHUSEN, THOMAS M (132065):				499.99
WINTER EQUIPMENT COMPANY INC (133342)				
	IV56770	SNOW PLOW BLADES	10/13/2023	704.20
	IV56983	SANDER SPINNERS	10/26/2023	513.82
Total :				1,218.02
Total WINTER EQUIPMENT COMPANY INC (133342):				1,218.02
WYOMING ASSOCIATION OF MUNICIPALITIES (10770)				
	17640	WYOCMA CONFERENCE REGISTRATION	10/16/2023	250.00
Total :				250.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				250.00
ZIVARO INC (131755)				
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	55.42
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	554.23
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	18.47
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	55.42
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	110.85
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	73.90
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	720.50
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	92.37
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	55.42
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	55.42
	IC0464309	EVAULT CLOUD DATA STORAGE	10/21/2023	55.44
Total :				1,847.44
Total ZIVARO INC (131755):				1,847.44
Grand Totals:				583,835.67
Payroll 10/22/23				291,105.91
TOTAL				874,941.58

Report Criteria:

Invoice.Detail.Input date = 10/31/2023
Invoice.Batch = {NOT LIKE} "1"



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Tammy Pearson - Horner
Organization Represented Park 6 Music Teachers
Date you wish to appear before the Council don't need to appear if it is approved
Email Address tammy.pearson.horner@park6.org Telephone 307-250-8980 (cell) ☺
Names of all individuals who will speak on this topic _____
Event Title (if applicable) Veterans Program
Date(s) of Event (if applicable) November 9, 2023 9:30 am
Location of Event (if applicable) CHS Gym
Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) _____
we are asking for Beck St to be closed from Beck & 10th along Beck to Beck & 8th (I know we've only asked for it to be closed to 9th before so I will confirm why the request was for 8th and let you know. If the barricades are left out, we can get them set up. Thanks!
Which City employee(s) have you spoken to about this issue? Cindy Baker for multiple years
Signature Tamara Pearson Horner Date 16 Oct 23

Confirmed only need Beck closed from 9th to 10th Street

AGENDA ITEM SUMMARY REPORT

Declaration of Surplus Property

ACTION TO BE TAKEN:

Declare used fitness equipment as surplus for disposal.

SUMMARY OF INFORMATION:

The Recreation Center has identified five (5) pieces of fitness equipment that are no longer suitable for use at the facility. Four (4) of the pieces are obsolete, not in working condition, and not serviceable that should be junked. Each of these items are on the City's capital assets schedule and require Council approval for disposal. These pieces include:

- Cybex treadmill – purchased 2009
- Precor elliptical – purchased 2007
- Stairmaster step mill – purchased 2016
- Cybex treadmill – purchased 2015

One piece, a Life Fitness leg curl machine, is still in usable condition and staff recommends it be placed in an online auction for sale.

In 2020 the City Council declared six other pieces of fitness equipment as surplus and held a sealed bid auction. None of the items sold at that auction and have been in storage at the Draw Street building ever since. The Recreation Center plans to put them in an online auction along with the Life Fitness leg curl machine described above. These items include:

- Life Fitness Pro2 bicep curl
- Life Fitness standing bi/tri
- Life Fitness glute press

FISCAL IMPACT

Auction fees are charged to the buyer so there is no expense to the City other than the cost of advertising which runs about \$100. It is unknown how much in revenue the City will receive from the sale of these items.

ATTACHMENTS

None

AGENDA ITEM NO. _____

MEETING DATE:11/7/2023

DEPARTMENT: PUBLIC WORKS – SOLID WASTE

PREPARED BY: ROB KRAMER

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

AGENDA ITEM SUMMARY REPORT

Bid 2023-09 (1) New Current Model Skid Steer Loader

ACTION TO BE TAKEN

Consider awarding Bid 2023-09 to Torgerson's for a JCB skid steer loader in the amount of \$65,800.00, less a trade in value of \$12,500.00, for a net total amount of \$53,300.00.

SUMMARY OF INFORMATION

A request was made and approved in the FY 2023 budget for the purchase of a new skid steer loader for use by the Solid Waste Division at the Recycling Center. A 2005 Bobcat skid steer loader currently being utilized at the Recycling Center was offered for trade.

Bid packets were sent to Torgerson's, Tractor & Equipment Co and Bobcat of the Big Horn Basin LLC.

Two bidders submitted two bids. These bids were opened at City Hall at 2:00 p.m. on October 30, 2023.

Torgerson's submitted one bid for a JCB skid steer loader in the amount of \$65,800.00, less a trade in value of \$12,500.00, for a net total of \$53,300.00.

Tractor & Equipment Co submitted one bid for a Caterpillar skid steer loader in the amount of \$67,464.66, less a trade in value of \$11,180.00, for a net total of \$56,284.66.

FISCAL IMPACT

The purchase of this vehicle was funded, in the amount of \$43,260.00, and approved in the FY 2023 budget; due to availability the unit was unable to be purchased during that year. A budget amendment within the Vehicle Replacement Budget is proposed allowing for purchase in the current fiscal year.

ATTACHMENTS

1. Bid Packet 2023-09, completed by Torgerson's.

AGENDA & SUMMARY REPORT TO:

1. Brigham Hopkin, Torgerson's, brigham.hopkin@torgerson.biz
2. Mark Patterson, Tractor & Equipment Co, mpatterson@tractorandequipment.com

AGENDA ITEM NO. _____



TABLE OF CONTENTS

BID NO. 2023-09 (1) New Current Model Skid Steer Loader

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2023-09

	<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

307-527-7511

Bid No. 2023-09

(1) New Current Model Skid Steer Loader

The City of Cody will receive sealed bids until 2:00 p.m., 10/30/2023 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Current Model Skid Steer Loader** with an option to trade in **(1) 2005 Bobcat S250 Skid Steer Loader**. 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 10th day of October 2023.

Cynthia Baker
Administrative Services Officer

PUBLISH: October 17th, 2023
 October 24th, 2023



**INSTRUCTIONS: (1) New Current Model Skid Steer Loader
BID REQUEST NUMBER 2023-09**

The Bidder agrees to provide **(1) New Current Model Skid Steer Loader** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid shall include a trade in value for **(1) 2005 Bobcat S250 Skid Steer Loader**. The bidder shall complete every space in the Bid 2023-09 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. 2023-09, (1) New Current Model Skid Steer Loader**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 10/30/2023. 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. 2023-09 (1) New Current Model Skid Steer Loader
City of Cody, Wyoming



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

The undersigned Bidder agrees to provide **(1) New Current Model Skid Steer Loader**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for **(1) 2005 Bobcat S250 Skid Steer Loader, SN# 526016368**. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

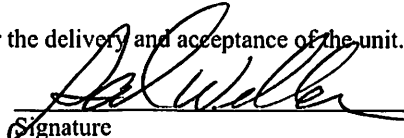
Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ <u>65,800-</u>
Less trade if any:			\$(<u>12,500-</u>)
Net Total Bid			\$ <u>53,300-</u>

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 10-25-2023


Signature
David Weller
Typed or Printed Name
Torgerson's
Company
736 Lane 9 1/2
Mailing Address
Powell, WY 82435
City, State and Zip
david.weller@torgerson.biz
E-mail Address

City of Cody

Bid # 2023-09

Minimum specifications for (1) New Model Skid Steer Loader

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

A. GENERAL

YES NO

1. New Diesel Powered Full Cab Wheeled Skid Steer Loader
2. Compatible with Bobcat attachments.
3. Side Cab Entry Only

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

B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: Four Cylinder, Four Cycle, Water Cooled, Turbo-charged Diesel Engine, Developing a Minimum of 74 HP. Tier 4 compliant with no particulate filter. Loader shall not require Diesel Exhaust Fluid.
2. ENGINE BLOCK HEATER: Factory installed with cold weather starting aid.
3. AIR CLEANER: Dual element with restriction indicator.
4. MUFFLER: Factory installed, spark arrestor.
5. TRAVEL: 5.7 mph min, w/Smooth Ride
6. Reversing fan.

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

C. ELECTRICAL SYSTEM

1. BATTERY: Maintenance free heavy-duty.
2. ALTERNATOR: (12) volts, 95 amp minimum.
3. INSTRUMENTATION: GAUGES AND /OR INDICATORS: Factory installed; alternator output, engine coolant temp, engine oil pressure, hydraulic restriction, hydraulic temp., fuel level, hour meter, keyless start, diagnostics and monitoring, job clock, and tachometer. (Engine coolant temp., engine oil pressure and hydraulic temp. with audible alarm.)
4. LIGHTS: Front and rear work lights, and rotating beacon.

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

D. CAB

1. ROLLOVER PROTECTION STRUCTURE: Factory installed.
2. FALLING OBJECTS PROTECTIVE STRUCTURE: Factory installed.
3. SEAT: Suspension Seat.

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

CAB (cont.)

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 4. WINDSHIELD WIPERS: Multi-speed w/intermittent system. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. HEATER/DEFROSTER: Factory installed manual control. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. WINDOWS: Left, right, top and rear sliding windows w/removable front. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. AIR CONDITIONING: Factory installed. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E. OPERATING, PERFORMANCE SPECIFICATIONS

- | | | |
|---|-------------------------------------|--------------------------|
| 1. OPERATING CAPACITY: 1900 lb. Min. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. HYDRAULICS: 24 GPM min. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. LOADER WEIGHT: 8600 LB min. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. AUXILARY HYDRAULICS: Front mounted with attachment control kit. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. BACK-UP ALARM: Factory installed and of a sufficient decibel level so as to be audible to the human ear over and above the sound of the loader when operated at full throttle. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. HYDRAULIC BUCKET POSITIONING: To maintain same tilt of bucket during lifting. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. MINIMUM DUMP HEIGHT of 7'5" inches. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. MUST be able to switch attachments without getting out of the machine. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. MUST have 7-Pin attachment control kit to run attachments at finger tips. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Selectable Joystick Controls (SJC) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

F. ATTACHMENTS

- | | | |
|--|-------------------------------------|--------------------------|
| 1. BUCKET: (1) 74" Combination bucket with a smooth bolt-on cutting edge. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. PALLET FORKS: (1) 4k Heavy Duty Pallet Fork Frame, 48" Heavy Duty Pallet Fork Teeth | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

G. MISCELLANEOUS

- | | | |
|---|-------------------------------------|--------------------------|
| 1. MANUALS: The successful bidder shall supply an Operators, Service and Repair Manual for the Skid Steer Loader and attachments. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. WARRANTY: One-year, unlimited hours. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. COUNTERWEIGHT KIT: Factory installed, full | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

MISCELLANEOUS**YES NO**

5. 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, or have provisions for a "field" mechanic to perform any warranty work that may be required on the Skid Steer Loader at the City of Cody Shop located at 119 19th St. Cody WY.
6. Dealer order showing all equipment being bid.
7. DELIVERY: 90 days Max.
8. Does bidder hold a current Wyoming Residency Certificate?

✓

✓	
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✓	
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✓	
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✓	
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NEW



SKID STEER LOADER AND COMPACT TRACK LOADER | RANGE

215 / 270 / 300 / 215T / 270T / 300T / 325T

Operating weight: 7,253-12,364 lb (3,290-5,608 kg) Gross rated power: 74 hp (55 kW)



THE RANGE

JCB SKID STEER AND COMPACT TRACK LOADERS FOR EVERY APPLICATION

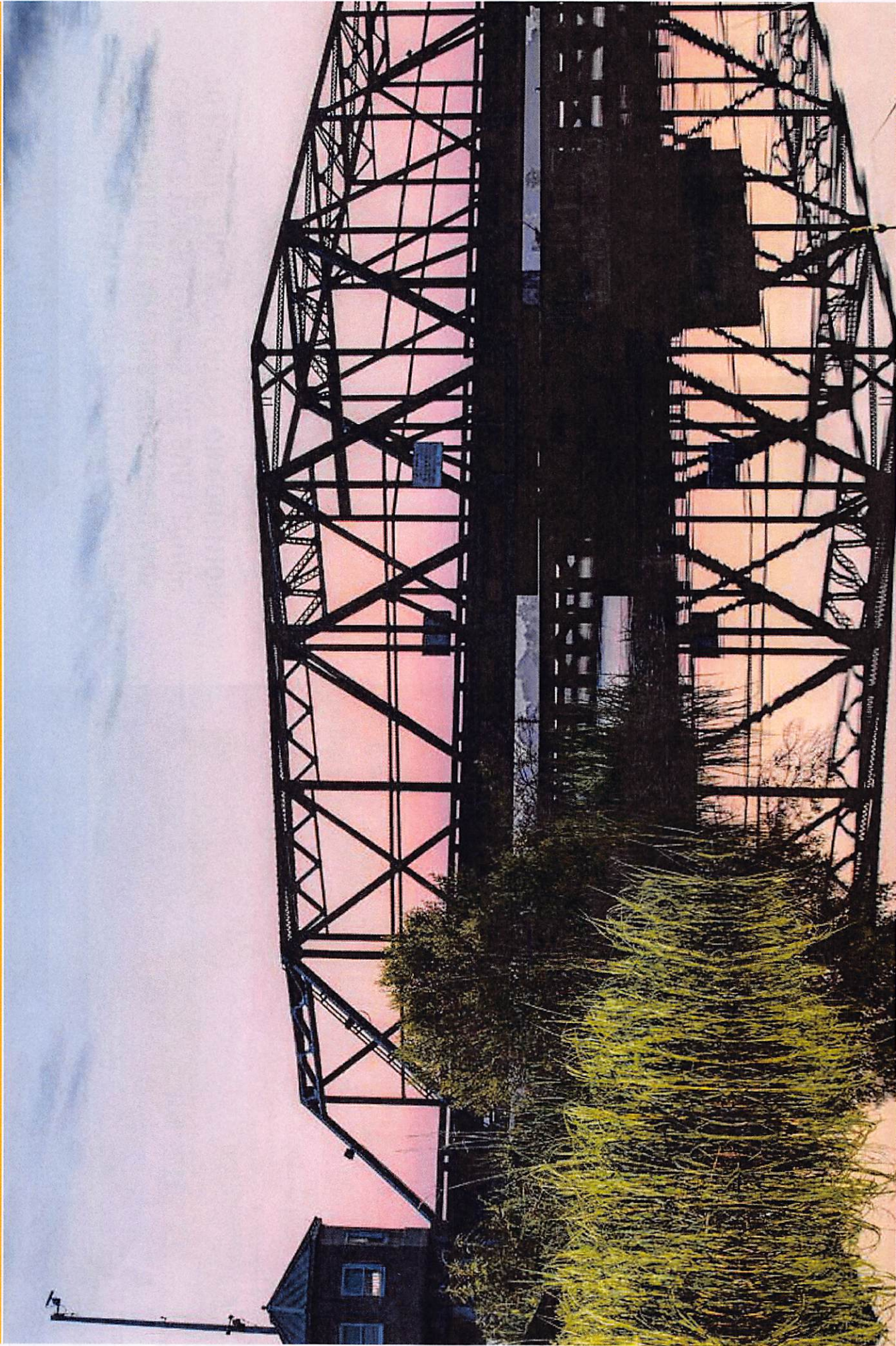
JCB, the world's largest privately-owned manufacturer of construction and agricultural equipment, offers a range of 7 skid steer and compact track loaders spanning small-platform and large-platform "Hi-Viz" models, with vertical lift capabilities.

JCB skid steers are equipped with a 74 hp (55 kW) engine and the iconic JCB Powerboom™ with side-door entry. They are stronger and safer than conventional machines, and deliver the power, performance and reliability that today's operators and fleet managers demand.



In addition to the JCB machines detailed in this brochure, ask your JCB dealer or visit www.jcb.com to learn about the JCB Teleskid. As the world's only skid steer and compact track loader with a telescoping boom, Teleskid lifts higher, reaches further and digs deeper than any skid steer on the market.





STRENGTH AND DURABILITY

JCB HAS EARNED ITS REPUTATION FOR STRENGTH AND DURABILITY, AND JCB SKID STEER AND COMPACT TRACK LOADERS ARE BUILT TOUGH TO HANDLE ANY APPLICATION OR CONDITIONS.

Structural strength.

1 A fully-welded chassis provides a rigid structure for maximum strength and reduced weight. For consistent performance on demanding terrain, JCB skid steer and compact track loaders feature a solid undercarriage with cast steel, triple-flanged rollers.

2 JCB rams utilize a keyhole casting design for structural strength and durability.

A large cross-member on the chassis increases overall strength and supports the Powerboom™, with either a standard mechanical or optional powered quick hitch.

3 Wheeled models feature durable, forged steel axles and a strengthened drive chain, for trouble free operation in all conditions.

4 The fuel tank is mounted inside the loader tower for maximum protection, and is equipped with an easily accessible drain port. The optional fuel cap protection plate prevents debris from gathering around the neck of the cap.



Built to last.

5 The iconic JCB Powerboom™ boasts tapered pivot pins and 20 percent more steel than conventional twin-arm skid steer designs. The result is greater rigidity for less wear, longer life and improved retention of material in the bucket.

6 The JCB Powerboom™ provides safe internal routing for hydraulic hoses, for maximum protection from impact and other damage.

7 The quick hitch comprises high-tensile steel and high-strength welds for longer life, and features a fully-enclosed tilt cylinder to eliminate debris infiltration on large platform models.

For extra support and greater breakout force, JCB skid steers have the largest quick hitch pivot pins in the industry, and increased pivot pin diameter on the boom.

8 JCB's stringent test programs include prolonged high-stress loading of the chassis, boom and other key components, as well as cold climate testing and repeated transmission use over thousands of cycles.



POWER AND PERFORMANCE

WITH PLENTY OF POWER AND VERSATILE FEATURES, JCB SKID STEER AND COMPACT TRACK LOADERS SET NEW STANDARDS FOR EFFICIENCY AND PRODUCTIVITY.

Versed in versatility.

1 Unlike conventional steer cooling systems, the JCB engine cooling system pulls cool, clean air from above and forces hot air out through the sides and rear, away from the operator. The result is improved, efficient cooling, even in extreme conditions.

2 An industry-standard quick hitch provides quick and efficient coupling for all JCB attachments and any brand of skid steer attachments on the market.

3 The standard hydraulic circuit on JCB small-platform skid steer and compact track loaders has a flow rate of 18.5 gpm. For large platform machines, the standard hydraulic circuit flow rate is 24 gpm. A high-flow option, up to 33 gpm (depending on machine size), is available for maximum attachment versatility.

4 Optional counterweight packages are available on 215 and 215T for increased rated operating capacity (ROC), to meet individual requirements.



Maximum output.

5 The 300 and 300T models feature variable displacement piston pump hydraulics for faster cycle times and smoother multi-functioning.

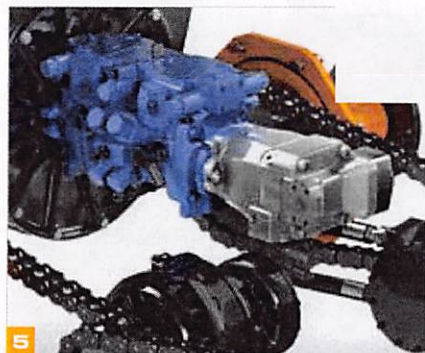
6 Parallel lift helps to keep loads level throughout the lift cycle; ideal for carrying palletized loads and positioning loads with forks or attachments.

7 JCB's Smoothride System (SRS) allows the boom and load to move independently from the chassis, for improved load retention, operator comfort and, ultimately, faster loading cycles and journey times.

8 The minimal footprint of the JCB skid steer and compact track loader range, combined with 360-degree pivot capability, allows for easy maneuvering within confined job sites.



Vertical lift capability provides maximum lift capacity at maximum height and reach, making it the right choice for load and carry operations, including fork work, heavy construction and landscaping.



THE WORLD'S SAFEST

WITH A WIDE-OPENING SIDE DOOR FOR SAFE ENTRY AND EXIT, OPERATORS NO LONGER NEED TO CLIMB OVER LARGE ATTACHMENTS OR UNDER AN UNSUPPORTED BOOM.

All around visibility.

1 Operators of JCB skid steer and compact track loaders, equipped with JCB's Powerboom™, enjoy 60 percent better visibility around the machine than users of conventional twin-arm machines.

2 The low boom profile on large-platform "Hi-Viz" models allows excellent visibility to both sides of the machine, as well as to the quick hitch and the tracks or wheels.

Flat glass is easy and comparatively inexpensive to replace, if needed. A mesh option is also available to suit specific applications.

The side-mounted windshield wiper improves visibility to the quick hitch and attachment for improved productivity.

3 With no requirement for the rear torque tube found on conventional machines, operators of JCB vertical lift models benefit from even greater rear visibility. Additionally, a standard-fit rear view mirror enhances rearward visibility.



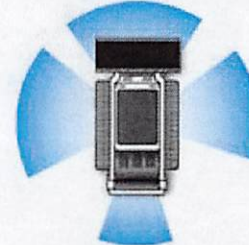
JCB Skid Steer and Track Loaders



1

270° All Around Visibility

Traditional Twin Arm Skid Steer and Track Loaders



165° All Around Visibility



3

Safer by design.

4 A wide-opening door and large grab handles enable easy and safe entry and exit, eliminating crush and slip hazards associated with front-entry machines.

5 Emergency exit from JCB skid steer and compact track loaders is via the front of the machine, as opposed to the small rear window on conventional twin-arm designs.

A reverse alarm is standard, and a white noise reverse alarm is available as an option.

An optional keyless immobilizer allows the operator to enter a four-digit PIN to start the machine, instead of a keyed ignition.

6 The optional electric quick hitch is fitted with a single-point lock-and-unlock flag for optimal visibility, to ensure that the attachment is safely locked/unlocked.

7 Tasks such as loading a truck or changing attachments are simplified due to excellent visibility to the cutting edge of the bucket and quick hitch.

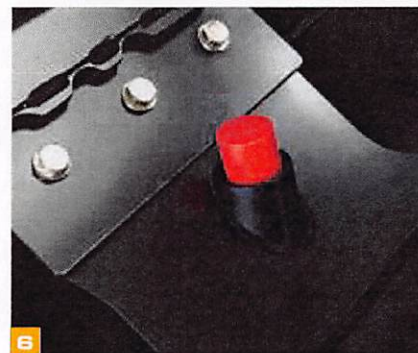


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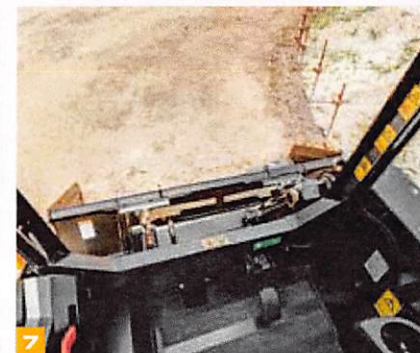


Wide-opening cab door and large grab handles for easy entry and exit.

4



6



7

TOTAL COMFORT AND CONTROL

WITH EASY SIDE-DOOR ENTRY, THE LARGEST CABS ON THE MARKET, ELECTRIC CONTROLS AND ADJUSTABLE JOYSTICK CONTROLS, JCB SKID STEERS AND COMPACT TRACK LOADERS OFFER UNRIVALLED COMFORT FOR MAXIMUM PRODUCTIVITY.

Industry-leading operator environment.

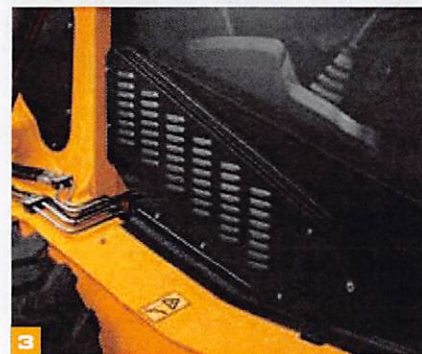
1 The latest JCB cab is in a class of its own for ergonomics and operator comfort. The operator environment on large-platform JCB machines is 33 percent larger than the competition; cabs on small-platform JCB skid steers are 46 percent larger than competing machines.

2 JCB cabs feature a handy storage space and 12-volt power socket for charging mobile phones and other devices.

3 JCB skid steers and compact track loaders have one of the best ventilation systems in the industry, thanks to three cab ventilation filters and an external panel cover. Air conditioning is available as an option, to provide the perfect, controllable cabin environment.

Deflection plates in the engine bay direct heat out of the rear door and away from the operator.

4 All JCB skid steer and compact track loader cabs are fitted with a sliding window on the left side for improved ventilation and communication with co-workers.



Total control.

5 JCB's myCHOICE control software allows the responsiveness of the joysticks to be adjusted. Three settings allow operators to tailor the sensitivity of joystick movement to match the way they work. The new software enables one-touch unlock operation for ease of use.

6 Instrumentation at the operator's eye level on the left side of the cab includes the integrated standard radio and climate control functions. This position limits exposure to dirt and dust to avoid damage.

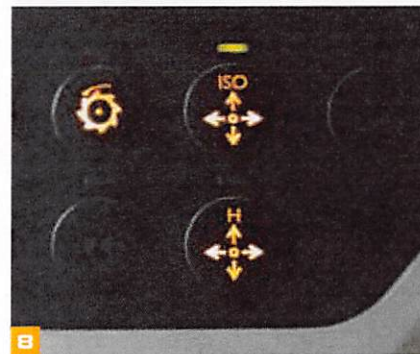
7 On the right side of the cab, an easily accessible control panel features machine diagnostics, electric hand throttle and ignition switch.

8 ISO or H-pattern controls are available to suit operator preferences. ISO (single joystick operation) is standard; an ISO-H pattern option is available.

9 The diagnostics, electronic throttle and ignition switch are within easy reach, to minimize fatigue. An optional 7-way multi-function joystick (included with high-flow hydraulics option) makes it easy to control a wider range of attachments.

The radio features an AUX port that is compatible with mobile phones and other devices.

Operators can control power, torque and tractive effort, for maximum productivity.



A SOUND INVESTMENT

JCB SKID STEERS AND COMPACT TRACK LOADERS ARE EFFICIENT TO USE, OWN AND OPERATE. SUPERIOR BUILD QUALITY, GREAT FUEL EFFICIENCY AND LOW RUNNING COSTS ENSURE HIGH RESALE VALUES AND MAXIMUM RETURN ON INVESTMENT.

JCB EcoMAX.

1 JCB large-platform skid steers and compact track loaders are equipped with JCB EcoMAX engines that require no diesel particulate filter (DPF), no diesel exhaust fluid (DEF) and no engine aftertreatment. In addition to eliminating productivity-sapping engine regeneration, JCB EcoMAX engines offer simplified servicing for lower operating costs and less downtime.

JCB EcoMAX engines produce peak torque at low engine speeds for fuel-efficient matching of the transmission and hydraulics.

The Tier-4 Final EcoMAX engine uses up to nine percent less fuel than Tier-3 units, for a significant saving in operating costs.

JCB Diesel by Kohler.

2 Small platform JCB skid steers and compact track loaders are equipped with the JCB Diesel by Kohler KDI Tier-4 Final engines, featuring a maintenance-free diesel oxidation catalyst (DOC) and offering improved torque and fuel efficiency.

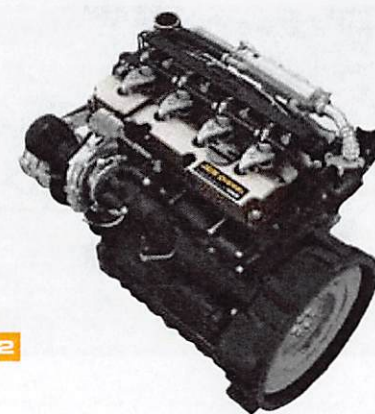
JCB Diesel by Kohler engines boast an advanced combustion system that significantly reduces emissions and fuel consumption.

Like the JCB EcoMAX unit, JCB Diesel by Kohler engines require no DEF, no DPF, and no exhaust aftertreatment, for reduced operating costs and maintenance down time.

JCB engines produce high horsepower and torque at a lower RPM, and are matched to the hydraulic system for optimal efficiency.



1



2

More for your money.

3 The hydraulic, variable-speed cooling fan automatically responds to the engine speed; as RPMs increase or decrease, so too does fan speed, for improved productivity.

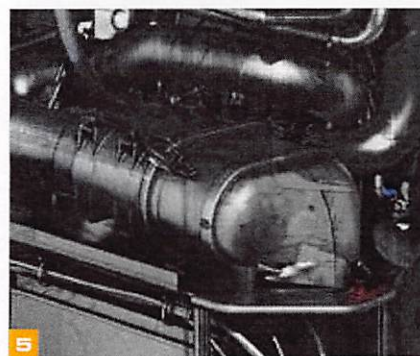
4 An optional, reversible fan purges debris from the rear screen, reducing maintenance downtime and increasing productivity in dirty, dusty conditions. Reverse airflow can be set to auto-mode, or engaged manually by the operator from inside the cab as required.

5 JCB large platform skid steer and compact track loaders are equipped with an air intake scavenge system as standard, minimizing debris build-up in the air filter to extend service intervals.

A belly plate underneath the machine protects it from impact damage.

6 An optional 2-speed transmission enables JCB skid steers and compact track loaders to achieve faster travel and cycle times.

7 Transport weights range from just 7,253 lb (3,290 kg), allowing many JCB skid steer models to be towed behind a standard pickup truck, often without need for a commercial driver's license (subject to local regulations).



SIMPLE SERVICING

JCB SKID STEER AND COMPACT TRACK LOADERS ARE LOW-MAINTENANCE AND EASY TO SERVICE, MAKING THEM AFFORDABLE, EFFICIENT AND HIGHLY PRODUCTIVE.

Unrivalled serviceability.

1 All daily checks and greasing can be performed at ground level. Daily maintenance points, pre-filters, oil and air filters are easy to access via a large, rear service door. The door is recessed for protection from potential impact damage.

2 JCB's tilting cabs can be operated by one person and opened in just a few minutes, to provide access for more detailed maintenance. On large-platform models, this can be done without raising the boom.

3 O-ring face seal hydraulic fittings reduce leaks and maintenance downtime.

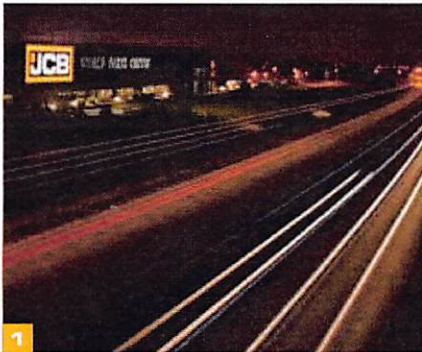
To facilitate a quick clean out with a power washer, the engine bay is easily accessible. JCB machines also feature flat floors, with no hard-to-clean foot wells, for speedy turnaround times.

If access to major components is required, the cab can be tilted in less than five minutes.



VALUE ADDED

WHATEVER YOU NEED AND WHEREVER YOU ARE, JCB'S DEPENDABLE NORTH AMERICAN DEALER NETWORK IS HERE TO MAKE SURE YOUR MACHINERY PERFORMS TO ITS FULL POTENTIAL.



1 JCB Technical Support Service provides instant access to factory expertise, day or night.

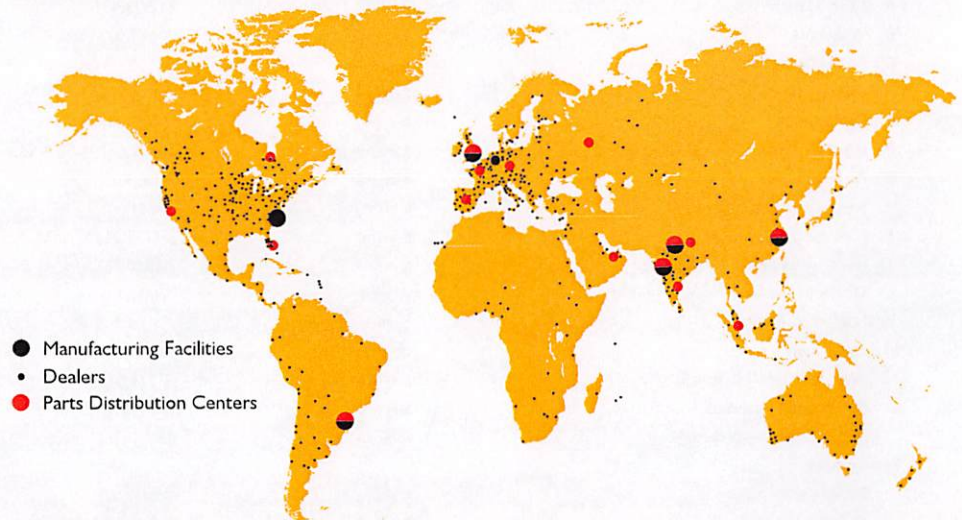
JCB's Finance team is always on hand to provide fast, flexible, competitive quotes.

2 The global network of JCB Parts Centers is a model of efficiency. Genuine JCB parts are designed to work in perfect harmony with your machine for optimum performance and productivity.



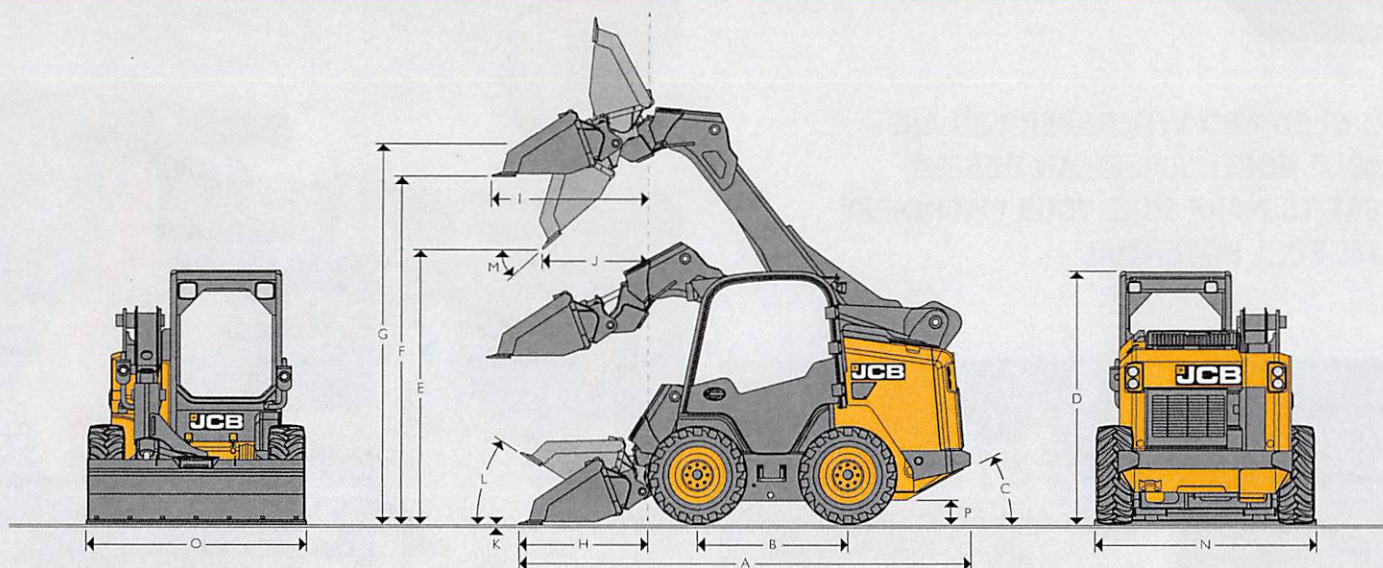
3 JCB Yellow Shield offers comprehensive extended warranties and service agreements, as well as service-only or repair and maintenance contracts. JCB maintenance teams offer competitive labor rates and no-obligation quotes.

JCB skid steer and compact track loaders come with a 2-year, 2000-hour warranty as standard, for total piece of mind.



Note: JCB YELLOW SHIELD may not be available in your region. Please check with your local JCB dealer.

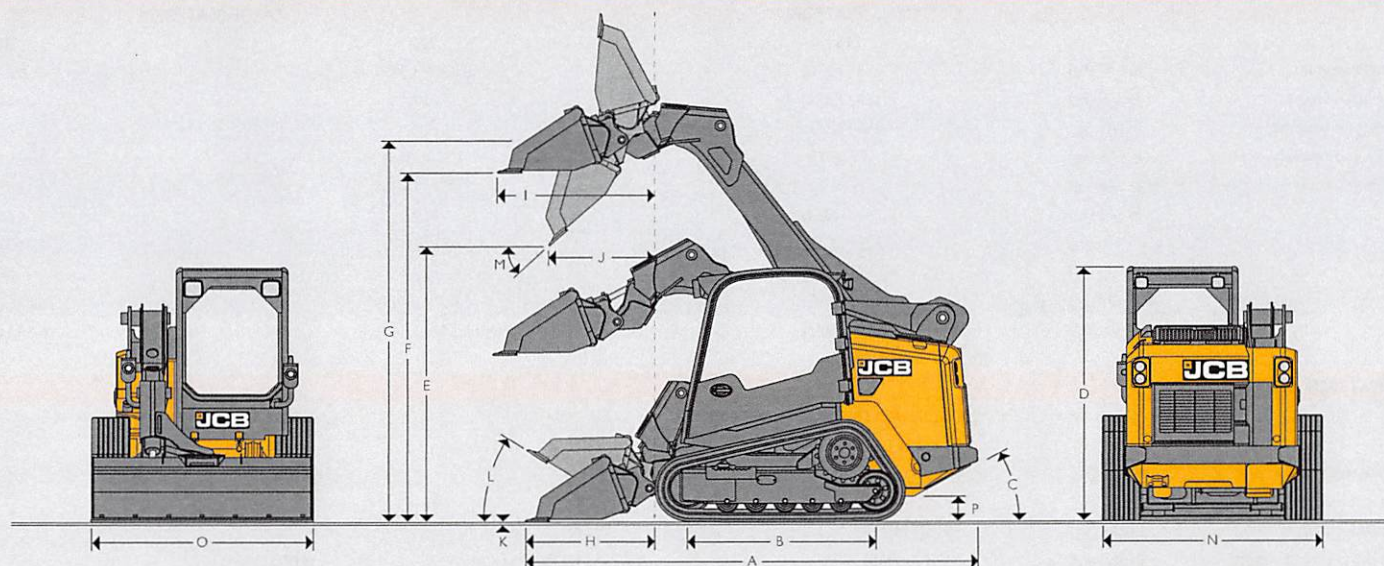
STATIC DIMENSIONS – SKID STEER LOADER



STATIC DIMENSIONS – SKID STEER LOADER

			SMALL PLATFORM		LARGE PLATFORM	
Lift path			Vertical		Vertical	Vertical
Machine model			215		270	300
A	Overall length	ft-in (m)	11-5 (3.49)		12-6 (3.8)	12-6 (3.8)
B	Wheelbase	ft-in (m)	3-6 (1.07)		4-1 (1.25)	4-1 (1.25)
C	Angle of departure	degrees	25		29	29
D	Overall height	ft-in (m)	6-6 (1.98)		6-11 (2.1)	6-11 (2.1)
E	Dump height	ft-in (m)	7-5 (2.26)		7-6 (2.3)	7-6 (2.3)
F	Loadover height	ft-in (m)	9-4 (2.84)		9-6 (2.9)	9-6 (2.9)
G	Pin height	ft-in (m)	9-10 (3.00)		10-6 (3.2)	10-6 (3.2)
H	Reach @ ground level	ft-in (m)	3-3 (1.00)		3-7 (1.1)	3-7 (1.1)
I	Max. reach @ full height	ft-in (m)	3-11 (1.21)		4-4 (1.3)	4-4 (1.3)
J	Reach @ full height - fully dumped	ft-in (m)	2-10 (0.86)		2-11 (0.9)	2-11 (0.9)
K	Dig depth clearance	in (mm)	-3/8 (-10)		-3/8 (-10)	-3/8 (-10)
L	Rollback @ ground	degrees	30		30	30
M	Dump angle	degrees	42		42	42
N	Width over tires - standard	ft-in (m)	5-3 (1.52)		5-11 (1.8)	5-11 (1.8)
O	Bucket width - standard	ft-in (m)	5-6 (1.68)		6-3 (1.9)	6-3 (1.9)
	Bucket capacity - standard	yd ³ (m ³)	0.47 (0.36)		0.56 (0.43)	0.56 (0.43)
Turning radius						
	Bucket corner radius	ft-in (m)	6-10 (2.09)		7-7 (2.30)	7-7 (2.30)
	Quick hitch radius	ft-in (m)	3-9 (1.14)		4-11 (1.5)	4-11 (1.5)
	Rear chassis radius	ft-in (m)	5-5 (1.65)		5-9.5 (1.76)	5-9.5 (1.76)
P	Ground clearance	in (mm)	8.3 (210)		10 (250)	10 (250)

STATIC DIMENSIONS – COMPACT TRACK LOADER



STATIC DIMENSIONS – COMPACT TRACK LOADER

			SMALL PLATFORM		LARGE PLATFORM		
Lift path			Vertical	Vertical	Vertical	Vertical	
Machine model			215T	270T	300T	325T	
A	Overall length	ft-in (m)	11-5 (3.49)	12-6 (3.8)	12-6 (3.8)	12-6 (3.8)	
B	Wheelbase	ft-in (m)	5-10 (1.78)	6-11 (2.1)	6-11 (2.1)	6-11 (2.1)	
C	Angle of departure	degrees	27	29	29	29	
D	Overall height	ft-in (m)	6-7 (2.00)	6-10 (2.08)	6-10 (2.08)	6-10 (2.08)	
E	Dump height	ft-in (m)	7-6 (2.29)	7-5 (2.28)	7-5 (2.28)	7-5 (2.28)	
F	Loadover height	ft-in (m)	9-4 (2.85)	9-5 (2.88)	9-5 (2.88)	9-5 (2.88)	
G	Pin height	ft-in (m)	9-11 (3.02)	10-5 (3.18)	10-5 (3.18)	10-5 (3.18)	
H	Reach @ ground level	ft-in (m)	3-3 (1.00)	3-7 (1.1)	3-7 (1.1)	3-7 (1.1)	
I	Max. reach @ full height	ft-in (m)	4-0 (1.21)	4-3 (1.30)	4-3 (1.30)	4-3 (1.30)	
J	Reach @ full height - fully dumped	ft-in (m)	2-9 (0.85)	2-11 (0.9)	2-11 (0.9)	2-11 (0.9)	
K	Dig depth clearance	in (mm)	-3/8 (-10)	-3/8 (-10)	-3/8 (-10)	-3/8 (-10)	
L	Rollback @ ground	degrees	30	30	30	30	
M	Dump angle	degrees	42	42	42	42	
N	Width over tires - standard	ft-in (m)	5-6 (1.68)	6-3 (1.9)	6-3 (1.9)	6-3 (1.9)	
O	Bucket width - standard	ft-in (m)	5-6 (1.68)	6-3 (1.9)	6-3 (1.9)	6-3 (1.9)	
	Bucket capacity - standard	yd ³ (m ³)	0.47 (0.36)	0.56 (0.43)	0.56 (0.43)	0.56 (0.43)	
Turning radius							
	Bucket corner radius	ft-in (m)	6-10 (2.09)	7-7 (2.3)	7-7 (2.3)	7-7 (2.3)	
	Quick hitch radius	ft-in (m)	3-9 (1.14)	5-7 (1.7)	5-7 (1.7)	5-7 (1.7)	
	Rear chassis radius	ft-in (m)	5-5 (1.65)	5-9 (1.76)	5-9 (1.76)	5-9 (1.76)	
P	Ground clearance	in (mm)	0-9 (230)	0-9 (230)	0-9 (230)	0-9 (230)	

HYDRAULIC PERFORMANCE - SKID STEER

		SMALL PLATFORM		LARGE PLATFORM	
Machine model		215	270	300	
SAE Cab operating weight (no counterweight)	lb SAE (kg)	7,253 (3,290)	8,680 (3,937)	9,288 (4,213)	
SAE Cab operating weight (1 pair suitcase weights)	lb SAE (kg)	7,354 (3,336)	N/A	N/A	
SAE Cab operating weight (2 pair suitcase weights)	lb SAE (kg)	7,455 (3,381)	N/A	N/A	
Rated operating capacity (ROC) 35% (no counterweight)	lb SAE (kg)	1,477 (670)	1,907 (865)	2,229 (1,011)	
Rated operating capacity (ROC) 50% (no counterweight)	lb SAE (kg)	2,112 (958)	2,723 (1,235)	3,186 (1,445)	
ROC with full counterweight	lb SAE (kg)	2,257 (1,024)	N/A	N/A	
Tipping load - no counterweight	lb (kg)	4,222 (1,915)	5,448 (2,471)	6,369 (2,889)	
Tipping load - full counterweight	lb (kg)	4,517 (2,049)	N/A	N/A	
Loader lift capacity with shovel	lbf (kg)	4,592 (2,083)	6,056 (2,747)	6,056 (2,747)	
Bucket tilt breakout force	lbf (kgf)	4,899 (2,222)	6,543 (2,968)	6,543 (2,968)	

HYDRAULIC PERFORMANCE - COMPACT TRACK LOADER

		LARGE PLATFORM		LARGE PLATFORM	
Machine model		215T	270T	300T	325T
SAE Cab operating weight (no counterweight)	lb SAE (kg)	9,098 (4,127)	11,003 (4,991)	11,219 (5,089)	12,364 (5,608)
SAE Cab operating weight (1 pair suitcase weights)	lb SAE (kg)	9,200 (4,173)	N/A	N/A	N/A
SAE Cab operating weight (2 pair suitcase weights)	lb SAE (kg)	9,301 (4,219)	N/A	N/A	N/A
Rated operating capacity (ROC) 35% (no counterweight)	lb SAE (kg)	2,105 (955)	2,723 (1,235)	3,000 (1,361)	3,201 (1,452)
Rated operating capacity (ROC) 50% (no counterweight)	lb SAE (kg)	3,009 (1,365)	3,995 (1,812)	4,314 (1,957)	4,572 (2,074)
ROC with full counterweight	lb SAE (kg)	2,138 (970)	N/A	N/A	N/A
Tipping load - no counterweight	lb (kg)	6,016 (2,729)	7,990 (3,624)	8,627 (3,913)	9,145 (4,148)
Tipping load - full counterweight	lb (kg)	6,109 (2,771)	N/A	N/A	N/A
Loader lift capacity with shovel	lbf (kg)	4,592 (2,083)	5,807 (2,634)	5,807 (2,634)	5,807 (2,634)
Bucket tilt breakout force	lbf (kgf)	4,945 (2,243)	6,543 (2,968)	6,543 (2,968)	6,543 (2,968)

HYDRAULICS - SMALL PLATFORM AND LARGE PLATFORM

In addition to the main hydrostatic drive pumps, there is a dedicated service pump for the loader and attachments (auxiliary hydraulics circuit standard flow on all base models).

	215/215T	270/300/270T/300T/325T
	18.5 gpm (70 lpm) @ 2,730 RPM Main relief pressure 3,335 psi (230 bar) HYD Power Low Flow (36.0 hp)*	24 gpm (90 lpm) @ 2,300 RPM Main relief pressure 3,335 psi (230 bar) HYD Power Low Flow (46.7 hp)*
Standard flow	215/215T	270/270T
	26.4 gpm (100 lpm) HYD Power High Flow (51.4 hp)*	31.7 gpm (120 lpm) HYD Power High Flow (61.7 hp)*
Optional auxiliary high flow	215/215T	300/300T/325T
	30.4 gpm (115 lpm) HYD Power High Flow (59.1 hp)*	33 gpm (125 lpm) HYD Power High Flow (64.2 hp)*

- Low joystick lever efforts give excellent and easy control of transmission, loader and attachments.
- Auxiliary hydraulics are actuated on the joystick roller giving progressive control of hydraulic fluid flow for precise attachment control.
- Loader arm hydraulic lines under protective steel guard on Powerboom™.
- Canister style, full flow, hydraulic oil filter.
- JCB engine oil for engine and chain case.
- JCB hydraulic oil.

*Calculated

CAPACITIES

		SMALL PLATFORM	LARGE PLATFORM
Hydraulic system (including tank)	gal (l)	11.5 (43.5)	14.5 (55)
Fuel tank (radial / vertical lift)	gal (l)	25.9 (98) / 24.3 (92)	27.3 (103.3)
Engine coolant	gal (l)	2.6 (10)	5.8 (22)
Engine oil min/max.	gal (l)	1.5 (5.5) / 2 (7.4)	3.2 (12) / 4.0 (15)
LH chaincase (wheeled machines only)	gal (l)	5 (19)	6.2 (23.3)
RH chaincase (wheeled machines only)	gal (l)	5 (19)	6.2 (23.3)

TRANSMISSION

A full electro-hydraulic controlled hydrostatic transmission giving zero to maximum speed, both forward and reverse at full power. Hydraulic power management system maintains full engine power availability maximizing loader and attachment control.

Model		Single Speed	Two Speed
Travel speed 215	mph (km/h)	7.5 (12.0)	7.5 (12.0) / 11.5 (18.5)
Travel speed 270/300	mph (km/h)	6.8 (10.9)	6.8 (10.9) / 12.4 (20.0)
Travel speed 215T	mph (km/h)	6.2 (10.0)	5.6 (9.0) / 7.8 (12.5)
Travel speed 270T/300T/325T/	mph (km/h)	5.7 (9.2)	4.8 (7.7) / 7.8 (12.5)

ENGINE

		SMALL PLATFORM	LARGE PLATFORM
		215/215T	270/300/270T/300T
Engine model		Kohler - KDI2504TCR/26A	EcoMAX TCAE-55
Displacement	in ³ (cm ³)	151 (2474)	268 (4399)
Fuel		Diesel	Diesel
Cooling		Liquid	Liquid
Aspiration		Turbo	Turbo
Gross Power @ 2400 RPM			
SAE J1995	hp (kW)	74 (55)	74 (55)
Gross Torque @ 1200 RPM			
SAE J1995	lb/ft (Nm)	221.2 (300)	295 (400)
Starter motor	hp (kW)	2.72 (2)	5.63 (4.2)
Battery	V/Ah	12 / 109	12 / 109
Alternator	amps	100	95
Emission certification		EPA-T4F (EU St3B)	EPA-T4F (EU St3B)
Engine oil service interval hours		500	500
Variable speed hydraulically driven fan		YES	YES

TIRES / TRACKS

TIRES	TRACKS
Standard – 215 10 x 16.5 - 8 PR Xtra Wall Off Road	215T
Standard – 270/300 12 x 16.5 - 10 PR Xtra Wall Off Road	12.6 in (320 mm) wide traction lug
215 Available tire options	270T/300T/325T
11 x 16.5 - 10 PR All Terrain	15.7 in (400 mm) wide traction lug
10 x 16.5 - Reinforced 2 Steel Crown, 3 Metal Shoulders Bibsteel All Terrain	Available track options
7 x 15 - 14 PR Extra Duty Plus Industrial	17.7 in (450 mm) wide traction lug
30 x 7.6 - 15 Solid no Aperture Extreme Industrial	
31 x 10 - 18 Solid with Aperture Brawler Heavy Duty Off Road	
33 x 10 - 20 Solid with Aperture Slick Heavy Duty	
270 / 300 Available tire options	
7.6 x 15 Solid Industrial Slick	
11 x 16.5 - 12 PR Xtra Wall Off Road	
12 x 16.5 - 10PR Off Road	
12 x 16.5 - Reinforced 2 Steel Crown, 3 Metal Shoulders Bibsteel All Terrain	
15.5 x 16.5 - 14 PR Off Road Flotation	
33 x 11 - 20 Solid with Aperture Brawler Heavy Duty Off Road	
36 x 22 - 20 Solid with Aperture Brawler Heavy Duty Off Road	
32 x 8.5 - 16 Solid with Aperture Heavy Duty Industrial	
33 x 10 - 20 Solid with Aperture Slick Heavy Duty Off Road	

For arduous conditions and hostile environments solid tires are recommended.

CONTROLS - ALL MODELS

JCB servo control (ISO) pattern provides all drive functions on left and loader function on right joystick. The left hand control pod pivots rearwards, providing unparalleled machine entry/exit.

STANDARD EQUIPMENT - ALL MODELS

Isolation mounted canopy, ROPS and FOPS. Restraint activated safety system. Arm rest lap bar safety feature. Centrifugal dry type engine air filter with safety element. Mechanical quick hitch, Electronic hand throttle. Two front and one rear work light. Emergency lower valve. Fuel gauge. Hydraulic park brake. Standard Flow auxiliary hydraulics. Three-way joysticks. Rear service access door. Tilting cab. Static seat in wheeled models. Mechanical suspension seat in tracked models. Float. Pod storage area. Cup holder. Power socket. Rear view mirror. Interior light. Battery isolator.

OPTIONAL EQUIPMENT - ALL MODELS

Sealed and pressurized cab with heater/defroster. Air conditioning. Mechanical and air suspension seats. Road lights. Beacon. Foot throttle. Toolkit. Self levelling. Level 2 FOPS guard. Heavy-duty rear door guard. Front screen guard. High Flow auxiliary hydraulics. Spark arrestor. Tooth guard. Powered quick hitch. Smooth Ride System. Polycarbonate screen. Radio. Twine cutter (wheeled units only). Three-inch seat belt. Creep speed. ISO/H pattern changeover. Fenders. Reversing fan. Pre-cleaner.

OPERATOR ENVIRONMENT - ALL MODELS

Full ROPS and Level 1 FOPS with optional Level 2 FOPS guard for demolition, full visual and audible warning system. Soundproofing gives noise levels complying with EC regulations. Cab access through side door due to JCB's Powerboom™ design.

- Deluxe environment available in either open canopy, cab with heat, or cab with heat and A/C.
- Unequalled, all-around visibility.
- Fully-adjustable seat.
- Retractable seat belt fitted as standard.
- Electric over hydraulic controls with either standard (3-way) joysticks or optional JCB multi-function (7-way) joysticks.

LIGHTING AND ELECTRICS

12 V, negative ground system
1,000 cold cranking amp (CCA) battery

215 /215T 100 amp alternator and electronic throttle
270/300/270T/300T/325T 95 amp alternator

Also incorporated into the instrument panel, is a warning light cluster which also has visual and/or audible alarms for: Low charge pressure, engine water temperature, blocked air filter pressure, engine oil pressure, alternator voltage. Cab mounted fuse and relay box designed to keep dirt and water out; standard battery disconnect.



ONE COMPANY, MORE THAN 300 MACHINES.

SKID STEER LOADER AND COMPACT TRACK LOADER | RANGE

215 / 270 / 300 / 215T / 270T / 300T / 320T / 325T

Operating weight: 7,253-12,364 lb (3,290-5,608 kg) Gross rated power: 74 hp (55 kW)

JCB North America

2000 Bamford Blvd., Pooler, Georgia, 31322 Tel: (912) 447-2000

Download the very latest information on this product range at www.jcb.com

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MEETING DATE:	NOVEMBER 7, 2023
DEPARTMENT:	PARKS, RECREATION, & PUBLIC FACILITIES
PREPARED BY:	RICK MANCHESTER
PRESENTED BY:	RICK MANCHESTER
CITY ADM APPROVAL:	_____

Action Item Summary Report

Bid Number 2023-10 Mentock Restrooms and Pavilion

ACTION TO BE TAKEN

Request motion for city council to reject the bid.

SUMMARY

The city recently opened a single bid to construct a restroom, pavilion and utility closet located at the Mentock splash pad and playground area. The single bid was submitted by Groathouse Construction in the amount of \$520,000. Since the cost is significantly greater than the budgeted construction amount of \$177,514, staff recommends that the city reject the bid.

FISCAL IMPACT

The budget for construction was \$177,514 and the bid came in at \$520,000. Project is over budget \$342,486.

ALTERNATIVES

1. Reject the bid and decline the project.
2. Reject the bid, develop a new scope and re-advertise the bid Spring of 2024.
 - a. Option 1 – Remove pavilion, remove all sidewalks except the one on the east side on Option1. Get rid of south painting for handicap parking. Begin project April 1 to defray snow and cold costs. See attached plan showing removed items. New estimate for Option 1 - **\$363,389.**
 - b. Option 2 - Remove the pavilion, keep all the sidewalks in Option 2. Get rid of the south painting for handicap parking. Begin project April 1 to defray snow and cold costs. See attached plan showing removed items. New estimate for Option 2 - **\$370,120.00.**
3. Reject the bid and reallocate the budget for other P&R projects such as a playground infrastructure/repair or river trail amenities and improvements at Belfry bridge trail.

RECOMMENDATION

Based on consultant's review, staff recommends alternative number three.

AGENDA ITEM NO. _____

ATTACHMENTS

Bid Sheet

Construction Bid Documents

Option 1 site plan

Option 2 site plan

AGENDA & SUMMARY REPORT TO:

Cindy Baker, Administrative Services Officer

Leslie Brumage, Finance Officer

Barry Cook, City Administrator

AGENDA ITEM NO. _____

BID FORM

PROJECT IDENTIFICATION: Mentock Park Restrooms and Pavilion

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Owner Name: City of Cody
- 1.02 This Bid is submitted by: **Groathouse Construction, Inc.**

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 The undersigned Bidder proposed and agrees, if the Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
N/A	

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Contract Documents and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Contract Documents.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01E above, Bidder does not consider that further examinations, investigations, and explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Sec. No.	Bid Item No.	Description	Units	Est. Qtys.	Unit Price	Total
					\$	\$
					\$	\$

(See 00410-6)

TOTAL OF ALL ESTIMATED PRICES – SEE ATTACHED BID SCHEDULE

5.02 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of the Bid:

A. Required Bid security in the form of 5% Bid Bond;

B. Wyoming Residency Certificate: Yes X No _____
00410-3

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by Groathouse Construction Inc.

If Bidder is:

An Individual

Name (Typed or printed): _____

By: _____

(Individual's Signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Groathouse Construction, Inc.

(SEAL)

State of Incorporation: Wyoming

Type (General Business, Professional, Service, Limited Liability): S- Corporation

By: Fred A. Bronnenberg

(Signature – attach evidence of authority to sign)

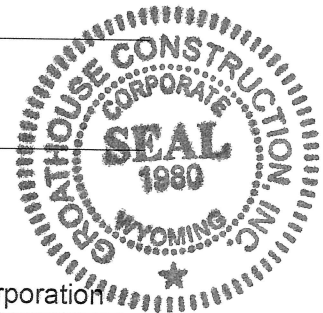
Name (typed or printed): Fred A. Bronnenberg

Title: President, CEO

(CORPORATE SEAL)

Attest Fred A. Bronnenberg

Date of Qualification to do business in Wyoming is 02 / 01 / 1980



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

(SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.02 Bidder's Business Address 3630 Big Horn Avenue

Cody, Wyoming 82414

Phone No. 307-587-6610 Fax No. 307-587-6613

E-mail fbronnenberg@groathouse.com

9.03 SUBMITTED on October 24th, 2023.

OWNER: City of Cody

PROJECT: Mentock Park Restrooms and Pavilion

BID SCHEDULE						
SEC NO.	BID ITEM NO.	DESCRIPTION	UNITS	EST. QTYS.	UNIT PRICE	TOTAL
All	1	Mentock Park Restrooms and Pavilion	LS	1	LS	\$520,000.00
All	2		LS	1	LS	
All	3		LS	1	LS	
TOTAL BID:						\$520,000.00

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Groathouse Construction, Inc.
3630 Big Horn Ave.
Cody, WY 82414

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Cody
1138 Rumsey Avenue
Cody, WY 82414

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Mentock Park New Restrooms & Pavilion

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

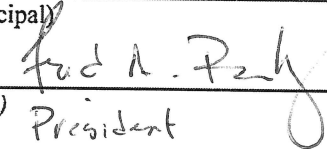
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of September, 2023


(Witness)

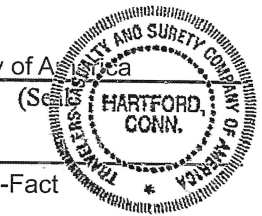

(Witness)

Groathouse Construction, Inc.
(Principal)

By: 
(Title) President

Travelers Casualty and Surety Company of America
(Surety)

By: 
(Title) Ruth Long Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ruth Long of Casper, WY, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Project Description: Mentock Park New Restrooms & Pavilion

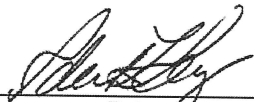
Principal: Groathouse Construction, Inc.
Obligee: City of Cody

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of September, 2023.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0248

GROATHOUSE CONSTRUCTION, INC.

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

GRANTED THIS 2nd DAY of JULY TWO THOUSAND AND 23

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

Michele Johnson, Program Manager

EXPIRATION DATE: 7/1/2024



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

CERTIFICATE SERIAL NUMBER: 02072023114

AGENDA ITEM SUMMARY REPORT

Recreation Center Holiday Request Opening

ACTION TO BE TAKEN:

Request a motion to approve the City Council to allow the Recreation Center to be open on November 24th, 2023 and January 1st, 2024.

SUMMARY OF INFORMATION:

The City of Cody will observe Holidays on November 24th, the day after Thanksgiving and New Year's Day on Monday, January 1st 2024.

Last year the City Council approved us being open from noon until 6 on New Year's Day our normal Sunday hours.

We would ask the City Council to allow the dry side of the Recreation Center to remain open on November 24th and January 1st with abbreviated hours, 5 am until 8 pm.

November 24th, the day after Thanksgiving is not an observed holiday for most of our patrons. We believe that families will use the Recreation Center that day because they want to get some exercise in after a day of excess, or give the children someplace to blow off some steam.

January 1st is an observed holiday for most of our patrons, but we also have many people who are starting their New Year's resolutions that day. On both of those days, we would have 3 front desk staff working various shifts to assist our patrons.

On New Year's Day in 2022 we were open from 8 am until 6 pm.
We had 294 patrons visit the Rec. Center that day.
208 of them were members who used the facility.
25 of them were non - members who used the facility.
61 people came in that day to tour the facility or ask questions about the Rec. Center and its programs.

FISCAL IMPACT

Front desk staff wages, approximately \$700.00 per holiday.

It is estimated that the direct cost to the City of Cody for both holidays would total \$1,400.00.

Last year we received \$2,150.00 in revenue for day passes, programs and memberships on January 2nd which was the observed holiday.

ALTERNATIVES

1. Approve the request as stated.
2. Approve the request with alternative hours.
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

MEETING DATE: NOVEMBER 7, 2023

DEPARTMENT: FINANCE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Department of Justice 2023 COPS Hiring Grant Acceptance

ACTION TO BE TAKEN:

Accept the 2023 COPS grant award in the amount of \$125,000 and authorize Police Chief Jason Stafford to execute all related award documents on behalf of the City of Cody.

SUMMARY OF INFORMATION:

In April 2023 the City Council authorized staff to submit an application for the 2023 COPS hiring program. The purpose of the application was to obtain funding for a second school resource officer to be based at the Cody Middle School.

Park County School District #6 provided a letter of support for the City's grant application and has agreed to partner with the City in funding the local agency share of the cost and will reimburse the City for 75% of the salary and benefits of the new SRO position during the school year (175 days). This is the same funding agreement in place between the City and the School District for the existing SRO position. As part of the grant requirements, the City is required to submit a Memorandum of Understanding between the City and the School District within 90 days of the award letter date.

FISCAL IMPACT

The grant award covers up to 75% of the entry-level salary and fringe benefits for the position with a maximum federal share of \$125,000 for the three-year performance period. Funding under this program will support three years of officer salaries and associated fringe benefits within a five-year period of performance to accommodate time needed for recruitment and hiring. The City must retain each CHP-funded position for a minimum of 12 months following the three years of funding for that position. We anticipate having this position start with the next school year.

The COPS Office recommends that an SRO have a minimum of three years of experience as a police officer. Because COPS Office funds must be used for entry level positions, the City may deploy experienced police officers to serve as SROs and implement the community policing strategy after hiring the additional entry-level officers with COPS Office award funds. The Police Department's plan is to hire a new entry-level police officer then promote a current officer to the new SRO position at the middle school. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the City.

The City's total cost for the required four-year period would be \$227,785, which includes the initial purchase of necessary equipment and estimates for step and COLA increases. Funding for the salary, benefits, and training match would come from the General Fund unassigned reserves and funding for the additional police car would come from the Vehicle Replacement Fund. The cost summary is as follows:

Local Match Calculation - PO III					
<u>PO III Salary & Benefits</u>	<u>Grant Funding</u>	<u>Local Match</u>	<u>Equip & Training</u>	<u>City Share</u>	<u>PCSD Share</u>
\$ 106,740	\$ (52,065)	\$ 54,675	\$ 65,000	\$ 92,075	\$ 27,600
\$ 111,042	\$ (42,164)	\$ 68,878	\$ -	\$ 34,108	\$ 34,770
\$ 115,580	\$ (30,771)	\$ 84,809	\$ -	\$ 41,997	\$ 42,812
\$ 120,368	\$ -	\$ 120,368	\$ -	\$ 59,605	\$ 60,763
\$ 453,730	\$ (125,000)	\$ 328,730	\$ 65,000	\$ 227,785	\$ 165,945

ATTACHMENTS

1. Cost-share summary
2. Award package FAW-180398

AGENDA ITEM NO. _____



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF CODY 1338 RUMSEY AVE
City, State and Zip:	CODY, WY 82414
Recipient UEI:	JQFJZD58AN57
Project Title: FY23 City of Cody, WY Microgrant	Award Number: 15JCOPS-23-GG-02007-PPSE
Solicitation Title: FY23 Microgrants -Community Policing Development Solicitation	
Federal Award Amount: \$4,375.00	Federal Award Date: 11/2/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/24
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/24
Project Description: The City of Cody and Park County School District will use FY23 Microgrant funding to partner in offering a crime scene investigation program for youth called CSI Science Kids. This program will be an effective tool in building trust and legitimacy for police officers with the community by promoting transparency, education, positive interaction, and empowerment. The agency anticipates offering the program through the school district during the second school semester and through the police department over the summer. Programs will be designed for two age groups: 4th and 5th grade level and 6th to 8th grade level.	

Award Letter

November 2, 2023

Dear Charles Baker,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF CODY for an award under the funding opportunity entitled 2023 FY23 Microgrants -Community Policing Development Solicitation. The approved award amount is \$4,375.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF CODY

UEI

JQFJZD58AN57

ORI Number

WY01501

Street 1

1338 RUMSEY AVE

Street 2

City

CODY

State/U.S. Territory

Wyoming

Zip/Postal Code

82414

Country

United States

County/Parish

Province

Award Details

Federal Award Date

11/2/23

Award Type

Initial

Award Number

15JCOPS-23-GG-02007-PPSE

Supplement Number

00

Federal Award Amount

\$4,375.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq	
<p>[]</p> <p><i>I have read and understand the information presented in this section of the Federal Award Instrument.</i></p>	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY23 Microgrants -Community Policing Development Solicitation	COPS
Application Number	
GRANT13871211	
Grant Manager Name	
JEREMY KOMMEL-BERNSTEIN	
Phone Number	
202-305-1264	
E-mail Address	
Jeremy.Kommel-Bernstein@usdoj.gov	
Project Title	
FY23 City of Cody, WY Microgrant	
Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2024
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2024
Project Description	
<p>The City of Cody and Park County School District will use FY23 Microgrant funding to partner in offering a crime scene investigation program for youth called CSI Science Kids. This program will be an effective tool in building trust and legitimacy for police officers with the community by promoting transparency, education, positive interaction, and empowerment. The agency anticipates offering the program through the school district during the second school semester and through the police department over the summer. Programs will be designed for two age groups: 4th and 5th grade level and 6th to 8th grade level.</p>	

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/28/23 5:01 PM

Comments

Your proposed budget included costs which were deemed unallowable, unreasonable, unnecessary, outside the scope of the program, or inconsistent with program guidelines and the program solicitation. Those costs were removed from the approved budget.

Budget Category	Proposed Change Budget		Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$508	\$508	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$3,867	\$3,867	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$0	\$4,375	\$4,375	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$0	\$4,375	\$4,375	
Federal Funds:	\$5,000	-\$625	\$4,375	100.00%
Match Amount:	\$0	\$0	\$0	0.00%

Program Income:	\$0	\$0	\$0	0.00%
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Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions

in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the

U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an

internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section

103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current

information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

25

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

26

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

27

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

28

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

29

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

30

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. §§ 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

31

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

32

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

33

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

34

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

35

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

36

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

37

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

38

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

39

Determination of suitability required, in advance, for certain individuals who may interact with participating minors.

1. Advance determination regarding suitability. The recipient (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the recipient or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.E., and taking into account the factors and considerations described in paragraph 4.

2. Updates and reexaminations

A. The recipient (or subrecipient) must, at least every five years, update the searches described in paragraph 3.E.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.

B. The recipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. Definitions

A. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the recipient (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the recipient (or subrecipient). Such an individual might be an employee of a recipient (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

B. "Participating minor." All individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the award document are participating minors.

C. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--

(1) brief contact that is both unexpected by the recipient (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

(2) personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the recipient (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.

D. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds included in the COPS Office-approved budget for the award, or "program income" for the award as defined by the (DOJ) Part 200 Uniform Requirements), activities under the award include both --

(1) activities carried out under the award by the recipient (or subrecipient); and

(2) actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

E. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the recipient's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

(1) Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably-accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including--

(a) the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);

(b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

(2) Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the recipient or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) (-- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

(a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the recipient's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the recipient (or subrecipient) must consider the current and appropriate information described in

paragraph 3.E.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the recipient (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

A. Withholds consent to a criminal history search required by this condition;

B. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;

C. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;

D. To the knowledge of the recipient (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):

- (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
- (2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
- (3) sexual exploitation, such as through child pornography or sex trafficking;
- (4) kidnapping;
- (5) voyeurism; or

E. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

A. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of this award, and throughout the remainder of the period of performance.

B. The recipient is to contact the DOJ awarding agency with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.

C. Award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted

(including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/11/23 1:55 PM

Authorized Representative

MEETING DATE: NOVEMBER 7, 2023

DEPARTMENT: FINANCE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Department of Justice 2023 Community Policing Microgrant

ACTION TO BE TAKEN:

Accept the 2023 Community Policing grant award in the amount of \$4,375 and authorize Police Chief Jason Stafford to execute all related award documents on behalf of the City of Cody.

SUMMARY OF INFORMATION:

In April 2023 the City Council authorized staff to submit an application for the 2023 Community Policing Microgrant. The purpose of the application was to obtain funding for the Crime Scene Investigation for Kids program in partnership with Park County School District #6.

The primary focus of this project are middle school aged children from grade 6 to 8. This program has been developed in conjunction with Middle School Science Educators and is intended to provide a comprehensive presentation of modern Crime Scene Techniques over the course of the Spring Semester. Supervisors and Officers assigned will meet prior to the beginning of the semester to develop a training outline, develop curriculum for the project and identify resident and guest instructors to provide support.

A secondary focus for the project will be 4th and 5th Grade Elementary Aged Children to provide an abbreviated and age-appropriate presentation with the intention of introducing the skills required in phase 1.

FISCAL IMPACT

The grant award will provide funds for travel and supply costs related to the CSI Kids program. There is no local match requirement.

ATTACHMENTS

1. Award package FAW-180247

AGENDA ITEM NO. _____



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF CODY 1338 RUMSEY AVE
City, State and Zip:	CODY, WY 82414
Recipient UEI:	JQFJZD58AN57
Project Title: FY23 City of Cody, WY Microgrant	Award Number: 15JCOPS-23-GG-02007-PPSE
Solicitation Title: FY23 Microgrants -Community Policing Development Solicitation	
Federal Award Amount: \$4,375.00	Federal Award Date: 11/2/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/24
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/24
Project Description: The City of Cody and Park County School District will use FY23 Microgrant funding to partner in offering a crime scene investigation program for youth called CSI Science Kids. This program will be an effective tool in building trust and legitimacy for police officers with the community by promoting transparency, education, positive interaction, and empowerment. The agency anticipates offering the program through the school district during the second school semester and through the police department over the summer. Programs will be designed for two age groups: 4th and 5th grade level and 6th to 8th grade level.	

Award Letter

November 2, 2023

Dear Charles Baker,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF CODY for an award under the funding opportunity entitled 2023 FY23 Microgrants -Community Policing Development Solicitation. The approved award amount is \$4,375.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF CODY

UEI

JQFJZD58AN57

ORI Number

WY01501

Street 1

1338 RUMSEY AVE

Street 2

City

CODY

State/U.S. Territory

Wyoming

Zip/Postal Code

82414

Country

United States

County/Parish

Province

Award Details

Federal Award Date

11/2/23

Award Type

Initial

Award Number

15JCOPS-23-GG-02007-PPSE

Supplement Number

00

Federal Award Amount

\$4,375.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq	
<p>[]</p> <p><i>I have read and understand the information presented in this section of the Federal Award Instrument.</i></p>	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY23 Microgrants -Community Policing Development Solicitation	COPS
Application Number	
GRANT13871211	
Grant Manager Name	
JEREMY KOMMEL-BERNSTEIN	
Phone Number	
202-305-1264	
E-mail Address	
Jeremy.Kommel-Bernstein@usdoj.gov	
Project Title	
FY23 City of Cody, WY Microgrant	
Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2024
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2024
Project Description	
<p>The City of Cody and Park County School District will use FY23 Microgrant funding to partner in offering a crime scene investigation program for youth called CSI Science Kids. This program will be an effective tool in building trust and legitimacy for police officers with the community by promoting transparency, education, positive interaction, and empowerment. The agency anticipates offering the program through the school district during the second school semester and through the police department over the summer. Programs will be designed for two age groups: 4th and 5th grade level and 6th to 8th grade level.</p>	

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/28/23 5:01 PM

Comments

Your proposed budget included costs which were deemed unallowable, unreasonable, unnecessary, outside the scope of the program, or inconsistent with program guidelines and the program solicitation. Those costs were removed from the approved budget.

Budget Category	Proposed Change Budget		Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$508	\$508	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$3,867	\$3,867	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$0	\$4,375	\$4,375	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$0	\$4,375	\$4,375	
Federal Funds:	\$5,000	-\$625	\$4,375	100.00%
Match Amount:	\$0	\$0	\$0	0.00%

Program Income:	\$0	\$0	\$0	0.00%
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Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions

in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the

U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an

internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section

103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current

information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

25

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

26

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

27

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

28

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

29

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

30

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. §§ 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

31

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

32

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

33

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

34

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

35

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

36

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

37

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

38

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

39

Determination of suitability required, in advance, for certain individuals who may interact with participating minors.

1. Advance determination regarding suitability. The recipient (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the recipient or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.E., and taking into account the factors and considerations described in paragraph 4.

2. Updates and reexaminations

A. The recipient (or subrecipient) must, at least every five years, update the searches described in paragraph 3.E.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.

B. The recipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. Definitions

A. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the recipient (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the recipient (or subrecipient). Such an individual might be an employee of a recipient (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

B. "Participating minor." All individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the award document are participating minors.

C. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--

(1) brief contact that is both unexpected by the recipient (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

(2) personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the recipient (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.

D. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds included in the COPS Office-approved budget for the award, or "program income" for the award as defined by the (DOJ) Part 200 Uniform Requirements), activities under the award include both --

(1) activities carried out under the award by the recipient (or subrecipient); and

(2) actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

E. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the recipient's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

(1) Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably-accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including--

(a) the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);

(b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

(2) Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the recipient or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) (-- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

(a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the recipient's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the recipient (or subrecipient) must consider the current and appropriate information described in

paragraph 3.E.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the recipient (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

A. Withholds consent to a criminal history search required by this condition;

B. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;

C. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;

D. To the knowledge of the recipient (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):

- (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
- (2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
- (3) sexual exploitation, such as through child pornography or sex trafficking;
- (4) kidnapping;
- (5) voyeurism; or

E. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

A. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of this award, and throughout the remainder of the period of performance.

B. The recipient is to contact the DOJ awarding agency with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.

C. Award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted

(including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/11/23 1:55 PM

Authorized Representative



WILLIAMS, PORTER, DAY & NEVILLE P.C.
Wyoming's Law Firm

Thomas W. Rumpke
Attorney at Law
702 Randall Avenue
P.O. Box 748
Cheyenne, WY 82001
trumpke@wpdn.net

November 3, 2023

Mayor Matt Hall
City of Cody
c/o Scott Kolpitzke
Copenhaver, Kitchen & Kolpitzke, LLC
P.O. Box 839
Cody, WY 82435

Dear Mayor Hall:

We are pleased that City of Cody has chosen Williams, Porter, Day & Neville, P.C., to provide legal services with respect to the appeals regarding its zoning decision(s) surrounding the proposed LDS temple within the City. These matters are currently docketed in District Court for Park County under docket numbers 30734, 30738, 30754, and 30764. With regard to our representation of your interests, it is necessary that we reach an agreement with you in advance regarding the conditions and guidelines which will govern our relationship. This agreement will be consistent, of course, with the rules of professional responsibility that apply to all attorneys.

First, to protect both of us and to comply with our professional obligations, we have already discussed with you and have resolved any potential conflicts of interest with present or former clients of our firm. If during the course of our firm's services to you, we become aware of any potential conflict of interests, we will immediately provide you with the necessary information.

A. **Scope of Representation.** We agree to serve as counsel in defense of the various appeals from the City's recent zoning decisions as docket in Park County District Court case number: 2023-CV-30734; 2023-CV-30738; 2023-CV-30754; and, 2023-CV-30764.

B. **Professional Fees.** Our fees will be based on the reasonable value of our services as determined in accordance with the American Bar Association Model Code of Professional Responsibility and the Wyoming State Bar Code of Professional Responsibility.

1. **Hourly Fee.** Our firm's fees will be based on the hourly billing rate charged by each attorney. For these matters, my current hourly rate is \$300.00 per hour, our associate rate will be \$225.00 per hour, and our legal assistants' rate will be \$95.00 per hour throughout the course of the firm's representation of your interests. We reserve the right to review the hourly rates on an annual basis for potential increase of hourly rates during the representation contemplated herein.

In an effort to reduce legal fees, we will assign tasks among associates and legal assistants in a manner commensurate with the level of expertise required and only when appropriate.

No fees shall be paid separately for secretarial or clerical services. You acknowledge that the firm has made no promises about the total amount of fees to be incurred. Any additional agreements regarding fees must be set forth in writing, signed by you, and a member of our firm.

B. Costs and Expenses. It is understood that in the course of our representation, it may be necessary for our firm to incur certain costs or expenses. You will reimburse our firm for costs or expenses actually incurred and reasonably necessary for completing the assigned matter.

2. Travel. You will reimburse our firm for expenses in connection with out-of-town travel. All related travel expenses, i.e., airline and automobile costs, mileage, lodging and meals, must be reasonable under the circumstances. Our firm will advance all such travel expenses and submit bills for reimbursement.
3. Court Costs. You will reimburse our firm for actual expenses incurred.
4. Photocopying. You will reimburse our firm at a maximum of 15 cents per page for normal photocopying and 25 cents per page for color photocopying. Special photocopying shall be reimbursed at actual expense to our firm.
6. Postage/Courier. You will reimburse our firm for postage at our firm's actual costs and for actual expenses of priority or overnight courier when such services are necessary.

C. Billing. Bills shall be submitted to you and will include a statement in computerized form describing the services performed, the time expended by the attorney or legal assistant and the hourly rates charged. The minimum time increment charged by billable persons will be in one-tenth hour increments. Reimbursable expenses included on each bill will be broken down by category.

D. Involvement. We will keep you involved with the progress of our firm's services in this matter. We will keep you apprised of all material developments in this matter, and, in the case of litigation or administrative proceedings, provide sufficient notice to enable you to attend meetings, discovery proceedings and conferences, hearings and other proceedings. A copy of all correspondence in the course of our firm's services will be forwarded to you.



WILLIAMS, PORTER, DAY & NEVILLE P.C.
Wyoming's Law Firm

E. **Termination.** You have the right to terminate our firm's engagement by written notice at any time. We have the same right to terminate this engagement subject to an obligation to give you reasonable notice to permit you to obtain alternative representation or services subject to applicable ethical provisions. We will provide reasonable assistance in effecting a transfer of responsibilities to the new firm.

F. **Disputes.** The laws of the State of Wyoming shall govern the interpretation of this agreement, including all rules or codes of ethic that apply to the provision of services.

Please review this agreement carefully, and if you have any questions concerning the foregoing conditions, do not hesitate to contact me. If this agreement is acceptable to you, please acknowledge that you have reviewed it, understand it, and desire our firm to represent you on the basis of the terms of this agreement by signing. We recommend that you keep a copy of this letter in your file.

We look forward to working with you on this matter.

/s/ Thomas W. Rumpke

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO:

By: Matt Hall

Date

Title: Mayor, City of Cody, Wyoming

NOTICE OF APPLICATION FOR A
NEW RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 21st day of Sept, 2023, RUAKH LLC, filed an application for a new Restaurant Liquor License in the office of the clerk of the City of Cody for the following described place: 1034 13th Street Ave., Cody, WY 82414. Protests, if any there be, against the issuance of the license will be heard at the hour of 7:00 pm, or soon thereafter as practical, on the 7th of November in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: September 21, 2023

Cynthia D. Baker
Administrative Services Officer

PUBLISH: Oct 12th and Oct 17th

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

/ /

Mgr:

/ /

To be completed by City/County Clerk

License

Fees

Annual Fee:

\$

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$

Local License #:

Date filed with clerk:

Advertising Dates: (2 Weeks)

Hearing Date:

Publishing Fee Direct Billed to Applicant: ☐

License Term:

Month

Day

Year

Through

Month

Day

Year

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

Applicant:

Trade/Business Name (dba):

Building to be licensed/Building Address:

Number & Street

Cody

City

WY

State

82414

Zip

Park

County

Local Mailing Address:

Same

Number & Street or P.O. Box

City

State

Zip

Local Business Telephone Number: (307) 213 0378

Fax Number: ()

Business E-Mail Address:

sittistable@gmail.com

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

FORMERLY HELD BY:

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

(specify months of operation)

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

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

from Jan to

Dec

from Tues to

Saturday

from 8 AM to

6 PM

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

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

(i) When the lease expires, located on page 1 paragraph #2 of lease.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph #4 of lease.(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

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

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

☒ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

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

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

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

9. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

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

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

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

(2/22)
13. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

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

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Park) ss.

Signed and sworn to before me on this 31st day of August, 2023 that the facts alleged in the foregoing instrument are true by the following:

- | | | |
|---------------------------------------|---------------------------------------|-----------------------|
| 1) <u>Porter Kouny</u>
(Signature) | <u>Porter Kouny</u>
(Printed Name) | <u>owner</u>
Title |
| 2) <u>Jacob Scott</u>
(Signature) | <u>Jacob Scott</u>
(Printed Name) | <u>owner</u>
Title |
| 3) _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) _____
(Signature) | _____
(Printed Name) | _____
Title |



Witness my hand and official seal:

[Signature]
Signature of Notary Public

(SEAL)

My commission expires: 3/29/2025

Liquor License Application Addendum
Background Information Disclosure

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

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

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

Individual: each individual on the application

Partnership: each partner

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

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

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

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

Liquor License Applicant Name:

Sitti's Table

Individual Name:

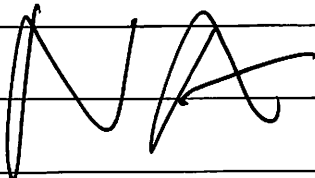
Porter Kung

Date:

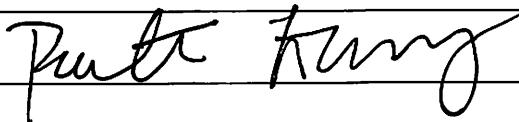
8/17/23

Date

Offense



Signature: _____



Issued by:

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

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 11495

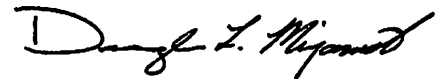
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable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

Issued to:

EXPIRATION DATE: 5/2/2024

**RUAKH LLC DBA SITI'S TABLE
1034 13TH ST
CODY, WY 82414**

**RUAKH
PORTER KOURY AND JACOB SCOTT
100 2AB NORTH
CODY, WY 82414**



Director of Dept. of Ag

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

LEASE AGREEMENT

1034 13th Street, Cody, WY

THIS LEASE AGREEMENT is made by and between Robert S. Newsome and Sandra M. Newsome (herein collectively called "LESSOR"), and Ruakh LLC dba Sitti's Table (herein called "LESSEE").

WITNESSETH:

WHEREAS, LESSOR has real property available for rent in Cody, Wyoming located at 1034 13th Street, and

WHEREAS, LESSEE is interested in renting said real property according to the terms and conditions outlined herein;

NOW, THEREFORE, in consideration of the mutual promises outlined herein, LESSOR and LESSEE agree as follows:

1. **PROPERTY TO BE LEASED.** LESSOR hereby leases the real property located at 1034 13th Street in Cody, Wyoming, together with all improvements and appurtenances thereunto belonging (herein called the "LEASED PROPERTY").
2. **RENT** - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:

\$1000.00 per month from April 1, 2022 to March 31, 2024

\$1100.00 per month from April 1, 2024 to March 31, 2025

LESSEE shall pay to LESSOR monthly rental installments, with rent being due and owing in advance on the first of each and every month thereafter during the term of this lease. Rent shall be considered delinquent by the 5th day of each and every month, and shall be subject to a late payment penalty of 10 percent of the rent due, and if over 30 days delinquent shall bear interest at the rate of 15 percent per year.

A dishonored check will be considered non-payment. Payments of any amounts due by dishonored check shall not change the due date for said payments; all rental payments shall remain due on the date specified above. An additional charge of Twenty-five (\$25) will be due for each dishonored check. The obligation to pay rent hereunder shall survive the termination of this Lease until the scheduled lease term.

3. **TERM.** The term of this Lease shall commence on April 1, 2022, and terminate on March 31, 2025, unless otherwise sooner terminated according to the terms of this Agreement.

LEASE AGREEMENT

1034 13th Street, Cody, WY

OPTION - LESSEE will have the option to lease this property for an additional three years as follows: \$1250.00 per month from April 1, 2025 to Mar 31, 2027. All terms of lease will remain the same except rent. LESSEE must notify LESSOR by January 1, 2025 if they plan to vacate the property at the end of the lease term. If LESSEE continues to occupy the property after March 31, 2025, this option will be in effect.

4. **USE OF LEASED PROPERTY.** LESSEE covenants and agrees that the LESSEE will use the LEASED PROPERTY for retail, food service and liquor sales.

5. **INSURANCE.** LESSEE covenants and agrees to secure and maintain during the term hereof, with an insurance carrier or carriers approved by the LESSOR, which approval LESSOR shall not unreasonably withhold, the following insurance:

General public liability insurance against claims for personal injury, death, or property damages occurring in, on or about the LEASED PROPERTY, with limits of not less than \$500,000 for bodily injury or death sustained by any one person and \$1,000,000 for each occurrence, and property damage limits of \$500,000 for each incident, which shall name both LESSOR and LESSEE as insureds. LESSEE shall also be responsible for any flood insurance if LESSEE desires the LEASED PROPERTY or LESSEE'S personal property to be insured for flooding.

If LESSEE fails or refuses to secure and maintain such insurance, LESSOR may obtain the same, the cost of which shall be added to the rent. LESSEE shall also provide any casualty insurance covering the content of any personal property owned by LESSEE which is stored on the LEASED PROPERTY that LESSEE may require. Under no circumstances shall LESSOR be responsible for damage to any personal property of LESSEE during the term of this Lease, or for any business interruption expenses.

6. **TAXES.** LESSOR shall pay all property taxes assessed against the LEASED PROPERTY and LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

7. **UTILITIES.** LESSEE shall pay for all utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall have utilities held in their name and be solely responsible for payment to utility providers. LESSEE shall be responsible to pay for any changes or updates to utility service mandated or required by any federal, state or city government.

LEASE AGREEMENT

1034 13th Street, Cody, WY

8. **REMODELING.** LESSEE shall take the building as is. All remodeling will be at LESSEE's expense. A licensed contractor shall oversee all work. Licensed plumbers and electricians shall be used. All proposed remodeling shall be approved by LESSOR before work begins. All work shall comply with City of Cody building and fire codes.

9. **MAINTENANCE AND REPAIRS.** LESSEE shall keep the LEASED PROPERTY, including, but not limited to the building and sidewalks in a good state of repair; shall perform all maintenance and repairs required, including but not limited to cleaning up after inclement weather or other incidents causing damage to the LESSEE's business on the LEASED PROPERTY (except for damage to the roof, exterior walls, and foundation). LESSEE shall also be responsible for the following additional maintenance and repairs: painting, electrical, carpeting, water and sewer facilities, and heating and air conditioning units. LESSEE shall be responsible for any sewer blockage not caused by sewer line collapse.

LESSEE shall promptly replace all broken or damaged glass, shall keep the sidewalks and entry ways free from snow, ice and obstructions of any kind; shall repair and replace any damage to the building (except for roof, exterior walls, and foundations); and shall pay for any remodeling required by LESSEE, but LESSEE shall make no changes in the LEASED PROPERTY without prior written consent of LESSOR.

LESSOR shall only be responsible for the maintenance and repair of the roof, exterior walls, and foundation of the building on the LEASED PROPERTY. LESSOR shall be responsible in the event of sewer line collapse and total failure of heating and air conditioning units.

LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this LEASE AGREEMENT, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

10. **DESTRUCTION OF BUILDING.** If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall terminate as of the date of such destruction or damage and the rental shall be prorated between LESSOR and LESSEE on that date.

If the roof, foundation, or exterior walls of the building on the LEASED PROPERTY is damaged, but not rendered totally untenable and the damage can be fully repaired in 90 days, rent shall abate in proportion as to the extent of the damage to the roof, foundation, or exterior walls of the building, and LESSOR shall attempt to restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this LEASE, but shall have no further recourse for damages against the LESSOR. Other damage to the building shall be the responsibility of LESSEE and shall be repaired by the LESSEE, at LESSEE'S sole expense.

LEASE AGREEMENT

1034 13th Street, Cody, WY

11. **INSPECTION.** LESSOR may at all times enter to view the leased property, or to make repairs or show the leased property to persons who may wish to lease or buy the same. LESSOR will make every effort to make an appointment with LESSEE to view the leased property during reasonable business hours in non-emergency situations.

12. **ASSIGNMENT.** LESSEE may NOT assign this Lease or sublet all or any part of the LEASED PROPERTY without the prior written consent of LESSOR. LESSOR may assign this Lease at any time.

13. **REMOVAL OF FIXTURES.** LESSEE MAY REMOVE, PRIOR TO THE EXPIRATION OF THIS LEASE, all fixtures and equipment which it has on the LEASED PROPERTY except wall standard units, electrical outlets, lighting fixtures and built in shelving; provided, LESSEE shall repair all damage caused by such removal.

14. **TERMINATION.** If LESSEE fails to keep and perform any of LESSEE'S obligations outlined herein, or shall violate any of the covenants, conditions or terms of this Lease, including the payment of the monthly rental when and as due, and timely payment of utilities, and fails to remedy such default within 10 days after written notice thereof to LESSEE, then and in any such event, LESSOR shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and LESSOR shall have such other rights and remedies as may be provided by law for enforcing LESSOR'S rights hereunder and for the collection of rent.

LESSEE agrees to pay LESSOR'S costs, including reasonable attorney fees, and costs, for enforcing any of LESSOR'S rights hereunder, including the collection of rent, late charges and interest on delinquent rent. All matters pertaining to this lease agreement, including but not limited to interpretation, application, validity, performance, or breach, shall be governed, construed, and enforced in accordance with the laws of the State of Wyoming. The parties hereby waive trial by jury and agree to submit to the personal jurisdiction and venue of the court of subject matter jurisdiction located in Park County, Wyoming

In the event LESSEE abandons the LEASED PROPERTY or is not found on the premises of the LEASED PROPERTY for seven consecutive days, unless prior arrangements have been made by LESSEE, and consented to by LESSOR, LESSEE hereby authorizes LESSOR to enter the premises and remove all of its personal property and store it at the expense of LESSEE, and deem the lease terminated. If LESSEE does not arrange for the collection of its personal property within 30 calendar days after it has been stored, LESSEE fully authorizes LESSOR to sell said personal property and apply the proceeds to the rent due and owing hereunder.

LEASE AGREEMENT

1034 13th Street, Cody, WY

15. **NOTICE.** Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follow:

Robert and Sandra Newsome
P.O. Box 575
Cody, Wyoming, 82414
307-587-4590 307-272-8054

And addressed to LESSEE as follows:

Jacob Scott and Porter Koury
100 Road 2AB North
Cody, WY 82414
307-899-1093 307-899-2436

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change address of notice by giving appropriate notice thereof in writing to the other party.

16. **FINAL AGREEMENT.** This is the final agreement between the parties and this Lease may not be amended or supplemented orally, but only by an agreement in writing signed by all parties to this lease. A waiver of the terms of any provision in this Lease shall not be deemed to be a waiver of the same term or provision in the future.

IN WITNESS WHEREOF, this LEASE AGREEMENT is executed by the parties hereto,
as of this 15 day of May, 2022.

LESSOR:

LESSEE

Robert S Newsome
Robert Newsome

Jacob Scott
Jacob Scott

Sandra Newsome
Sandra Newsome

Porter Koury
Porter Koury



FIRST BANK
OF WYOMING
DIVISION OF GLACIER BANK

August 15, 2023

To Whom It May Concern,

This letter is to confirm that Ruakh LLC (dba Sitti's Table) is a customer in good standing of our bank, First Bank of Wyoming. Ruakh LLC has been a customer since 2/7/2022 and has continuously operated their accounts satisfactorily. Should you require additional information, please do not hesitate to contact me.

Sincerely,



FIRST BANK
OF WYOMING
DIVISION OF GLACIER BANK

Mandy Cox

Personal Banker
Cody Office

P 307.587.3800 ext 4106

F 307.587.3896

NMLS# 2364213

gofirstbank.com

MEETING DATE: NOVEMBER 7, 2023

DEPARTMENT: PUBLIC WORKS

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

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

P. Bowman

AGENDA ITEM SUMMARY REPORT

Approval of Amendment No. 1 to Owner-Engineer Agreement with HDR Engineering, Inc. for the Public Works Shop Facility Needs Assessment

ACTION TO BE TAKEN

Consider approval of Amendment No. 1 to the Owner-Engineer Agreement with HDR Engineering, Inc. for the Public Works Shop Facility Needs Assessment, and authorize the Mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The City of Cody Public Works Shop is located at 120 19th Street, and currently serves the City's Streets and Vehicle Maintenance Division (General Fund) and Water and Wastewater Divisions (Enterprise Funds). The original shop building was constructed approximately forty years ago, and has been expanded with multiple building additions over the years. The Shop building has experienced problems with roof leaks for more than ten years, and approximately seven years ago a contractor did perform extensive roof repairs on the building in an attempt to address the leaking. The roof repairs were effective for period, but the leaking has continued and has worsened within the past several years.

During the wet and rainy spring, roof leaking continued and a portion of the building experienced water damage in May 2023. While addressing the water damage, mold was discovered in a portion of the building where roof leaks have been occurring. The area of the shop where mold was found has stopped being used, and all staff have been relocated from the area and it has been sealed off from the rest of the building. Public Works staff have investigated repair and remediation options to address the water damage and mold, but there is a large amount of uncertainty about what the total costs would be to address these issues.

Given the uncertainties and potential magnitude of these costs, Public Works leadership has discussed what the long-term options are for the Shop prior to starting any work on the repairs. The City has requested a scope of work and fee proposal from HDR Engineering, Inc. (HDR) to assess the needs for staff work space, inventory management, and equipment storage in the Shop. HDR has been working with the City's Electric Division to assess the long-term facility needs for the electric operations, and this presents an opportunity to have HDR assess the main Public Works Shop as well prior to any major investments for repairs on the existing building.

Amendment No. 1 attached presents to the proposed scope of work and fee to provide a detailed analysis of the public works operations currently served by the Public Works Shop. HDR is aware of the City's desired timeframe to complete the assessment so information is available to aid in decision making prior to spring 2024 which would allow building repairs to start in the summer of 2024 (if that is deemed the best path forward).

City Council approval of this amendment will be subject to final review and approval by the City Attorney prior to execution by the Mayor.

AGENDA ITEM NO. _____

FISCAL IMPACT

Amendment No. 1 to the Owner-Engineer Agreement to complete the Public Works Shop Facility Needs Assessment has a not-to-exceed fee amount of \$26,200.00. Approval of Amendment No. 1 will require a future Budget Amendment to the approved FY 2024 Budget, and funding will be provided equally from the Streets Division (General Fund, approximately \$8,700) and Water and Wastewater Divisions (Enterprise Funds, approximately \$8,750 each).

ATTACHMENTS

1. Amendment No. 1 to Owner-Engineer Agreement with HDR Engineering, Inc.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: **City of Cody**

Engineer: **HDR Engineering, Inc.**

Project: **Electric Facilities Master Plan**

Effective Date of Owner-Engineer Agreement: **September 6, 2022**

Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Develop a needs assessment to address immediate, short term, and long-term facility needs for City of Cody Public Works Facility. The scope of the study will focus on needs for the next twenty years with a special emphasis on the next five and ten years. HDR will perform programming (data collection) of the space needs for the departments. HDR will develop a space needs program and provide recommendations for the future of the Public Works Facility. See Attachment A.

Agreement Summary:

Original agreement amount: \$60,000.00

Net change for prior amendments: \$0

This amendment amount: \$26,200.00

Adjusted Agreement amount: \$86,200.00

Change in time for services (days or date, as applicable): November 2023 – January 2024

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **October 30, 2023**.

Owner

City of Cody

(typed or printed name of organization)

By: _____

(individual's signature)

(Attach evidence of authority to sign.)

Date: November 7, 2023

(date signed)

Name: Matt Hall

(typed or printed)

Title: Mayor

(typed or printed)

Engineer

HDR Engineering, Inc.

(typed or printed name of organization)

By: _____

(individual's signature)

(Attach evidence of authority to sign.)

Date: _____

(date signed)

Name: Jason Kjenstad

(typed or printed)

Title: Senior Vice President

(typed or printed)

Exhibit C—Amendment to Owner-Engineer Agreement.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Public Works Facility Need Assessment City of Cody Cody, Wyoming

Scope of Services

October 17, 2023

HDR Engineering, Inc.

Overview

The following scope of service is to work with City of Cody (COC) to develop a needs assessment to address immediate, short term, and long-term facility needs for City of Cody Public Works Facility. The scope of the study will focus on needs for the next 20 years with a special emphasis on the next five and ten years. HDR will perform programming (data collection) of the space needs for the departments. HDR will develop a space needs program and provide recommendations for the future of the Public Works Facility.

Timeline

The project is anticipated to start in November 2023 with programming meetings and wrap up by the end of January 2024. As the project begins, a detailed project schedule will be developed outlining the scope by task and identifying meeting dates, workshops, product delivery, and review periods.

Task A: Needs Assessment

Work Elements

Orientation Meeting

- Develop interview questionnaires to be used during programming sessions with COC staff.
- Conduct an orientation/kick-off meeting for key COC staff. Distribute programming questionnaires, discuss programming process, and address issues to promote effective participation by key staff.

Data Collection

- Conduct programming interviews with key COC staff to stimulate dialogue relating to projections at 5-year, 10-year, and 20-year milestones for staff and vehicle count, office, shop, and storage space requirements, as well as general operating practices.
- Review requirements for Public Works offices including public interface and other service locations
- Review requirements for workshops and material storage areas.
- Review requirements of support facilities including offices, restrooms, lunchrooms, and locker areas.

- Review building warehouse storage and yard storage requirements for equipment, supplies, and materials.
- Review requirements for vehicle storage, parking, washing, and fueling.
- Review site and building security requirements.
- Conduct wrap-up meeting to outline schedule and present the findings from the interview sessions.

Space Needs Program

- Address functional areas to be located at the facility.
- Develop space program requirements for the facility based on information and projections developed as part of the data collection effort.
- Establish space standards for offices.
- Determine number and size of various workstations.
- Determine shop area requirements based on function and operational needs.
- Determine storage requirements for parts, materials, and equipment.
- Determine parking requirements for employee, visitor, and delivery vehicles.
- Identify clearance requirements throughout the facility.
- Establish net to gross factors for each functional area of the facility.

Programming Report

- Provide a report that documents the programming process and outlines key planning and design issues. The paper will be distributed to key COC staff for review. The paper includes the following narratives:
 - ✓ Project Overview - Describes the background and gives an over view of the project and the entities involved.
 - ✓ Basis for Design - Provides a summary of the more qualitative planning issues that were noted during interview sessions. The summary includes a description of each group's responsibilities, hours of operation, staff counts, vehicle parking, vehicles maintained, and a list of key planning issues. This is compiled for consideration during future planning and design efforts.
 - ✓ Space Needs Program - Presents a detailed listing of space requirements for the key user groups on the site. The intent of the program is to identify program spaces to fulfill the current and future facility needs. Programmed spaces are further defined by their quantity, area, and any remarks significant to design.
 - ✓ Conclusion – Provides a summary of recommendations on the future development and direction for the Public Works Facility

Quality Assurance

- Review Programming Report and Space Needs Program to be performed by an HDR reviewer

not assigned to the project. Programming Report to be reviewed for quality and accuracy.

Deliverables

- Programming Questionnaires
 - Draft Space Needs Program (delivered electronically via PDF) (approximately 10 pages)
 - Programming Report delivered electronically via PDF including: (approximately 50 pages)
 - Project Overview
 - ✓ Basis for Design (Interview Documentation)
 - ✓ Space Needs Program
 - ✓ Estimate of Probable Costs
 - Final Program Report

Final Program Report

- Provide a final program report for COC use as a design tool to develop funding and determine which site to develop a concept facility master plan. The final report will incorporate all comments from COC and presented in an electronic format.

Document Review

- Estimate COC has up to 2 weeks to review draft deliverable documents

Estimated Travel/Meetings

- Two people for 1 hour to conduct orientation meeting with key COC staff (Web conference)
- Two people for 2 days for programming sessions and to tour existing operations and facility

Exclusions**Not Included Work Elements**

- Facility concept drawings
- Site evaluations
- Facility cost estimates

AGENDA ITEM SUMMARY REPORT

Resolution 2023-18 Budget Amendment

ACTION TO BE TAKEN:

Approve Resolution 2023-18 amending the FY23-24 budget.

SUMMARY OF INFORMATION

The Administration is requesting approval of the following supplemental appropriations in the FY23-24 budget:

1. Cody Public Art Fund – increase of \$1,448 in expenses for the purchase of the mural signage and the final grant expenses for the project.
2. Electric Fund – Increase of \$242,404 in expenses for the following items:
 - \$43,701 - Compensation increase for Electric Department employees as presented to the City Council at the October 10th work session. The increase is retroactive to 10/9/23.
 - \$198,703 – Materials to be ordered for developer projects.
3. Vehicle Replacement Fund – Increase of \$62,358 in expenses for replacement of the motor grader transmission
4. General Fund – Increase of \$31,987 in expenses for the implementation cost and first years' support fee for the police department's E-citation software. Initially we anticipated funding for this project through the Wyoming Association of Sheriffs and Chiefs however that funding is not available. The police department requests the use of forfeiture funds for this purchase.
5. Capital Projects Fund – Increase of \$1,205,100 in expenses for the FY24 Sidewalk/ADA Improvements project and increase of \$1,100,000 in revenue for the grant reimbursement from WYDOT in the amount of \$1,000,000 and Park County's pledge of \$100,000 to support the project.

FISCAL IMPACT

Net decrease in assigned cash in the Cody Public Arts Fund of \$1,448

Net decrease in unassigned cash in the Electric Fund of \$242,404

Net decrease in assigned cash in the Vehicle Replacement Fund of \$62,358

Net decrease in restricted cash in the General Fund \$31,987

Net decrease in assigned cash in the Capital Projects Fund \$105,000

ATTACHMENTS

1. Resolution 2023-18
2. Account Detail

RESOLUTION 2023-18

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 3 11/23	Amended Budget
REVENUES			
General Fund	\$11,796,731		\$11,796,731
Capital Projects Fund	\$443,000	\$1,100,000	\$1,543,000
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
American 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	\$1,100,000	\$40,422,982
EXPENSES			
General Fund	\$13,363,893	\$31,987	\$13,395,880
Capital Projects Fund	\$1,383,801	\$1,205,100	\$2,588,901
Technology Replacement Fund	\$274,601		\$274,601
Vehicle Replacement Fund	\$1,717,455	\$62,358	\$1,779,813
Specific Purpose Tax Fund	\$215,496		\$215,496
Cody Public Arts Fund	\$182	\$1,448	\$1,630
American Rescue Plan Fund	\$720,779		\$720,779
Solid Waste Fund	\$3,245,903		\$3,245,903
Water Fund	\$9,925,896		\$9,925,896
Wastewater Fund	\$2,522,343		\$2,522,343
Electric Fund	\$13,751,273	\$242,404	\$13,993,677
Storm Drainage Fund	\$725,068		\$725,068
TOTAL EXPENSES	\$47,846,690	\$1,543,297	\$49,389,987

PASSED, APPROVED AND ADOPTED THE 7th DAY OF NOVEMBER 2023.

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

GL Account	Fund	Account Type	Category	Amendment Amount	Reason for Request	Amendment #
10-31-018-xxx-xxx	General Fund	Expense	Capital Outlay	\$31,987	E-citation software subscription service - implementation cost and first year's support fee	3
42-21-069-520-018	Cody Public Art Fund	Expense	Materials & Supplies	\$511	Required signage for the CPAC Cody Mural Project	3
42-21-069-570-053	Cody Public Art Fund	Expense	Materials & Supplies	\$937	Final grant expenses for mural project	
55-74-005-510-001	Electric Fund	Expense	Personnel	\$188	Compensation increase proposal for electric department	3
55-74-005-511-002	Electric Fund	Expense	Personnel	\$25	Compensation increase proposal for electric department	3
55-74-005-512-001	Electric Fund	Expense	Personnel	\$14	Compensation increase proposal for electric department	3
55-74-005-512-002	Electric Fund	Expense	Personnel	\$4	Compensation increase proposal for electric department	3
55-74-064-510-001	Electric Fund	Expense	Personnel	\$3,491	Compensation increase proposal for electric department	3
55-74-064-511-002	Electric Fund	Expense	Personnel	\$461	Compensation increase proposal for electric department	3
55-74-064-512-001	Electric Fund	Expense	Personnel	\$267	Compensation increase proposal for electric department	3
55-74-064-512-002	Electric Fund	Expense	Personnel	\$73	Compensation increase proposal for electric department	3
55-74-065-510-001	Electric Fund	Expense	Personnel	\$13,416	Compensation increase proposal for electric department	3
55-74-065-511-002	Electric Fund	Expense	Personnel	\$1,770	Compensation increase proposal for electric department	3
55-74-065-512-001	Electric Fund	Expense	Personnel	\$1,026	Compensation increase proposal for electric department	3
55-74-065-512-002	Electric Fund	Expense	Personnel	\$279	Compensation increase proposal for electric department	3
55-74-066-510-001	Electric Fund	Expense	Personnel	\$16,637	Compensation increase proposal for electric department	3
55-74-066-511-002	Electric Fund	Expense	Personnel	\$2,194	Compensation increase proposal for electric department	3
55-74-066-512-001	Electric Fund	Expense	Personnel	\$1,273	Compensation increase proposal for electric department	3
55-74-066-512-002	Electric Fund	Expense	Personnel	\$346	Compensation increase proposal for electric department	3
55-74-066-552-046	Electric Fund	Expense	Non-Capital Project	\$5,989	Increase in the Leonhardt annexation electrical cost	3
55-74-066-552-053	Electric Fund	Expense	Non-Capital Project	\$40,971	Denny Menholt charging station electrical service	3
55-74-066-552-054	Electric Fund	Expense	Non-Capital Project	\$26,248	Pioneer Phase 2 electric	3
55-74-067-510-001	Electric Fund	Expense	Personnel	\$1,178	Compensation increase proposal for electric department	3
55-74-067-511-002	Electric Fund	Expense	Personnel	\$155	Compensation increase proposal for electric department	3
55-74-067-512-001	Electric Fund	Expense	Personnel	\$90	Compensation increase proposal for electric department	3
55-74-067-512-002	Electric Fund	Expense	Personnel	\$25	Compensation increase proposal for electric department	3
55-74-070-510-001	Electric Fund	Expense	Personnel	\$642	Compensation increase proposal for electric department	3
55-74-070-511-002	Electric Fund	Expense	Personnel	\$85	Compensation increase proposal for electric department	3
55-74-070-512-001	Electric Fund	Expense	Personnel	\$49	Compensation increase proposal for electric department	3
55-74-070-512-002	Electric Fund	Expense	Personnel	\$13	Compensation increase proposal for electric department	3
55-74-700-596-231	Electric Fund	Expense	Capital Outlay	\$114,810	LDS Temple project electrical	3
33-52-700-594-117	Vehicle Replacement Fund	Expense	Capital Outlay	\$62,358	Motor grader transmission rebuild	
55-74-066-552-xxx	Electric Fund	Expense	Non-Capital Project	\$10,685	Cody House of Prayer electric	
31-52-700-496-235	Capital Projects Fund	Revenue	Capital Outlay	\$1,000,000	FY24 Pedestrian/ADA improvements Project WYDOT Grant Award	
31-52-700-596-235	Capital Projects Fund	Expense	Capital Outlay	\$1,105,100	FY24 Pedestrian/ADA improvements Project WYDOT Grant Award	
31-52-700-596-xxx	Capital Projects Fund	Revenue	Capital Outlay	\$100,000	Contribution from Park County for the pedestrian/ada improvements project	

\$2,543,297

Sum of Amendment Amount	Column Labels		
Row Labels	Expense	Revenue	Grand Total
General Fund	\$ 31,987		\$ 31,987
Cody Public Art Fund	\$ 1,448		\$ 1,448
Electric Fund	\$ 242,404		\$ 242,404
Vehicle Replacement Fund	\$ 62,358		\$ 62,358
Capital Projects Fund	\$ 1,105,100	\$ 1,100,000	\$ 2,205,100
Grand Total	\$ 1,443,297	\$ 1,100,000	\$ 2,543,297

MEETING DATE:	NOVEMBER 7, 2023
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Preliminary Plat of the Sommer Minor Subdivision

ACTIONS TO BE TAKEN

Approve the preliminary plat of the Sommer Minor Subdivision, a 2-lot subdivision, with associated variances and conditions of approval.

SUMMARY

The proposal is to divide an 8.95-acre parcel located at 2620 Carey Street into two lots. Lot 1 is 3.95 acres of vacant agricultural land. Lot 2 contains a house, outbuildings, and additional agricultural land. The property is zoned R-2 and Rural Residential (RR). The preliminary plat drawing is attached. There is a substantial elevation difference between the houses along Carey Street and the lower field along Sulphur Creek.



The detailed analysis of the subdivision is found in the attached report to the Planning and Zoning Board.

RECOMMENDATION:

The Planning and Zoning Board recommends approval of the following variances and approval of the preliminary plat for the Sommer Minor Subdivision subject to the conditions listed.

AGENDA ITEM NO. _____

Subdivision Variances:

1. To waive the alley requirement.
2. To modify the street requirements for Carey Street as described in the staff report (install an 18' wide paved lane from Valley Avenue to Lot 2).

Conditions of Approval:

1. Provide the final plat documents in accordance with the subdivision ordinance. A water distribution plan, which has been approved by Cody Canal, will need to be provided with the final plat.
2. The water tap fee for Lot 1 and the electrical estimate to move the power pole are to be paid before the final plat is recorded.
3. Provide a 10-foot-wide utility easement for the existing power line across the lower field.
4. Installation of the sewer service, domestic water service, power, and desired 3rd party utilities (gas and telecommunications) to the building site on Lot 1 is to occur in conjunction with development of Lot 1.
5. Add a note to the plat that due to the distance from a fire hydrant and the steepness of the driveway to Lot 1, the house on Lot 1 will need to be provided with a fire sprinkler system, as a condition of the fire code variances authorized by the fire marshal.
6. Add a note that any outstanding subdivision improvements must be completed prior to or in conjunction with development of Lot 1, and to see the Community Development Department for details.

ATTACHMENTS

Preliminary plat

Report to the Planning and Zoning Board

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2023\SUB2023-03 SOMMER MINOR SUBDIVISION\STAFF REPORTS\AGENDA SUMMARY SOMMER PRELIMINARY PLAT.DOCX

NOTES

1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
2. THE CONTOURS OF THE PROPOSED MINOR SUBDIVISION ARE SHOWN ON THE PLAN WITH MAJOR CONTOURS EVERY 10.00'.
3. TOTAL SUBDIVISION ACREAGE = 9.03 ACRES.
4. SUBJECT PARCEL IS RURAL RESIDENTIAL (RR) & (R2).

CERTIFICATE OF OWNER

STATE OF WYOMING } SS.
COUNTY OF PARK }

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED, HEREBY CERTIFY LEIGH S. SOMMER LIVING TRUST, DATED MARCH 4, 2019 AND PROPRIETORS OF SAID PARCEL, RECORDED IN WARRANTY DEED DOCUMENT #2022-798 ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING, AS EVIDENCED BY THAT WARRANTY DEED RECORDED AS DOCUMENT #2022-2339 IN SAID CLERK AND RECORDER'S OFFICE.

THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE SOMMER MINOR SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE HEREBY DEDICATE THE ROBERTSON STREET RIGHT-OF-WAY TO THE CITY OF CODY AND THE EASEMENTS LABELED HEREON TO THE USES SO NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORDS.

LEIGH S. SOMMER
TRUSTEE

KERI SOMMER
TRUSTEE

STATE OF WYOMING } SS.
COUNTY OF PARK }

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY LEIGH S. SOMMER & KERI SOMMER,

THIS _____ DAY OF _____, 2023, WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

0 25 50 100
SCALE (FT)

CERTIFICATE OF SURVEYOR

I, CODY A. SCHWARTZ, OF ENGINEERING ASSOCIATES IN CODY, WYOMING, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS:
ON MAY 25, 2023, SOMMER MINOR SUBDIVISION HEREON WAS SURVEYED PERFORMED UNDER MY DIRECTION. THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF SUBDIVISION AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAN WHICH IS DRAWN TO THE SCALE INDICATED. THIS PLAN WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK. I AM FAMILIAR WITH THE CITY OF CODY SUBDIVISION REGULATIONS AND AM THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION AND TO THE BEST OF MY KNOWLEDGE.



LEGEND

-----	SUBDIVISION BOUNDARY	●	SET 2" ALUMINUM CAP ON 5/8"x24" REBAR
-----	PROPOSED SUBDIVISION LOT LINES	●	FOUND 3.5" DIA. BRASS CAP
---OP---OP---	EXISTING OVERHEAD POWER LINE	○	FOUND 1 OR 2" DIA. ALUMINUM CAP
---TEL---TEL---	EXISTING BURIED TELEPHONE / FIBER LINE	○	FOUND 3/4" IRON ROD / PIPE
---G---G---	EXISTING BURIED NATURAL GAS LINE	○	MANHOLE LID, UTILITY AND STRUCTURE TYPES VARY.
---TW---TW---	EXISTING BURIED TREATED WATER LINE	□	TREATED WATER VALVE
---SA---SA---	EXISTING BURIED SANITARY SEWER LINE	□	NATURAL GAS METER
---EDGE---EDGE---	EXISTING EDGE OF ASPHALT	□	UTILITY POLE
---F---F---	EXISTING FENCE	□	FIRE HYDRANT
---P---P---	PROPOSED POWER	□	ESTABLISHED TREE
---SA---SA---	PROPOSED BURIED SANITARY SEWER LINE		
---TW---TW---	PROPOSED BURIED TREATED WATER LINE		
---G---G---	PROPOSED BURIED NATURAL GAS LINE		

RESURVEY T.52N., R.101W.
CITY OF CODY



VICINITY MAP
0 100 200 400
SCALE (FT)

CLERK AND RECORDER ACCEPTANCE

THIS PLAN WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ M. ON THIS _____ DAY OF _____, 2023, FILED FOR RECORDING IN BOOK OR PLAT CABINET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____

PARK COUNTY CLERK

BY: _____, DEPUTY.

CITY PLANNING AND ZONING BOARD

APPROVED AS OF _____ DAY OF _____, 2023 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.
CHAIRMAN _____

CITY COUNCIL APPROVAL

APPROVED AS OF _____ DAY OF _____, 2023 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - MARY HALL

ATTEST: CHADY BAKER
ADMINISTRATIVE SERVICES OFFICER

PRELIMINARY PLAT OF SOMMER MINOR SUBDIVISION

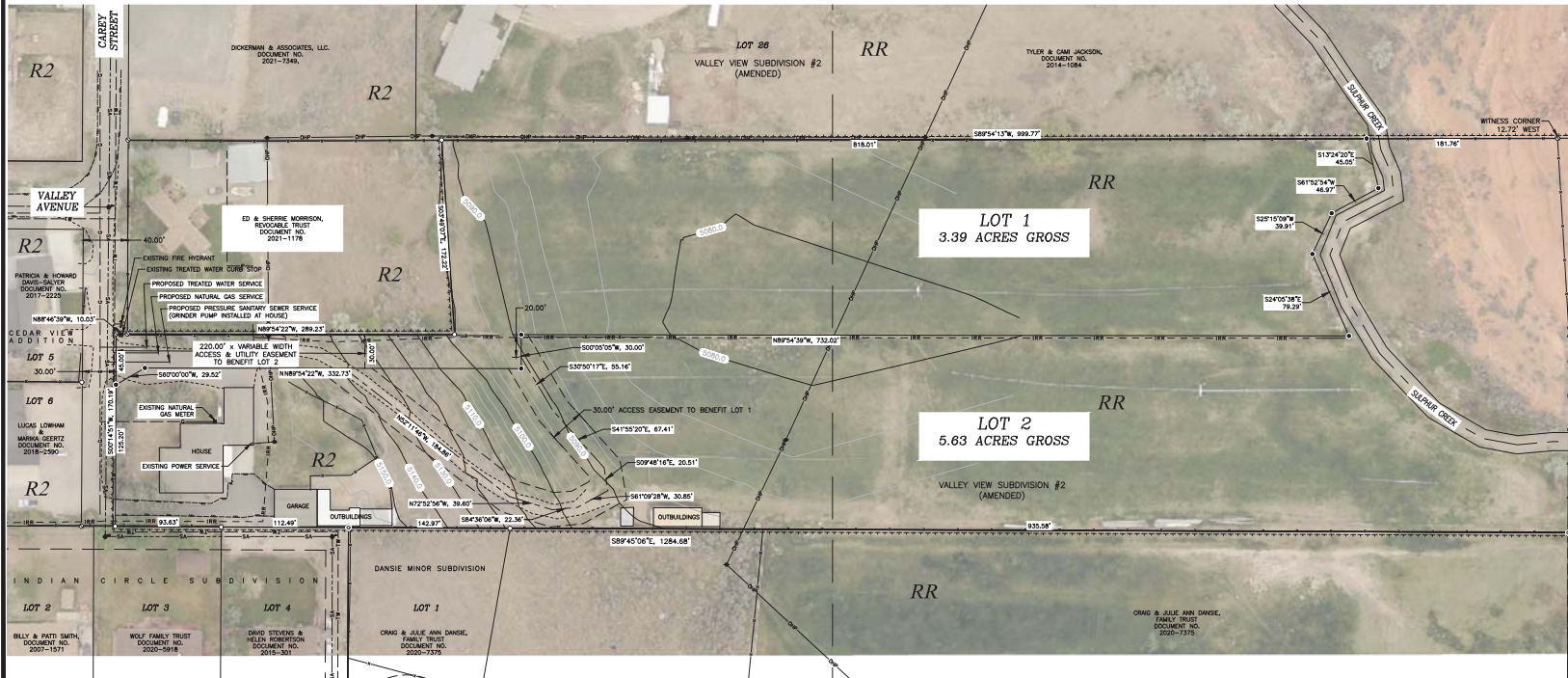
LOCATED WITHIN
LOT 27 & 28
VALLEY VIEW SUBDIVISION NO. 2 (AMENDED)
LOT 77
RESURVEY T.52N., R.102W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: LEIGH & KERI SOMMER
2620 CAREY STREET
CODY, WY 82414

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900
CODY, WYOMING 82414



JOB NO. 23000.57
10/12/2023
BOOK NO. 593
23000.57 Sommers Sub



NOTES

1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
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CERTIFICATE OF OWNER

STATE OF WYOMING } SS.
COUNTY OF PARK }

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED, HEREBY CERTIFY LEIGH S. SOMMER LIVING TRUST, DATED MARCH 4, 2019 AND PROPRIETORS OF SAID PARCEL, RECORDED IN WARRANTY DEED DOCUMENT #2022-798 ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING, AS EVIDENCED BY THAT WARRANTY DEED RECORDED AS DOCUMENT #2022-339 IN SAID CLERK AND RECORDER'S OFFICE.

THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE SOMMER MINOR SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE HEREBY DEDICATE THE ROBERTSON STREET RIGHT-OF-WAY TO THE CITY OF CODY AND THE EASEMENTS LABELED HEREON TO THE USES SO NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORDS.

LEIGH S. SOMMER
TRUSTEE

KERI SOMMER
TRUSTEE

STATE OF WYOMING } SS.
COUNTY OF PARK }

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY LEIGH S. SOMMER & KERI SOMMER.

THIS _____ DAY OF _____, 2023, WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, CODY A. SCHWARTZ, OF ENGINEERING ASSOCIATES IN CODY, WYOMING, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS:
ON MAY 25, 2023, SOMMER MINOR SUBDIVISION HEREON WAS SURVEYED PERFORMED UNDER MY DIRECTION. THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF SUBDIVISION AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT WHICH IS DRAWN TO THE SCALE INDICATED. THIS PLAT WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK. I AM FAMILIAR WITH THE CITY OF CODY SUBDIVISION REGULATIONS AND AND THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION AND TO THE BEST OF MY KNOWLEDGE.



LEGEND

-----	SUBDIVISION BOUNDARY	●	SET 2" ALUMINUM CAP ON 5/8"x24" REBAR
-----	PROPOSED SUBDIVISION LOT LINES	●	FOUND 3.5" DIA. BRASS CAP
---DP---DP---	EXISTING OVERHEAD POWER LINE	○	FOUND 1 OR 2" DIA. ALUMINUM CAP
---TEL---TEL---	EXISTING BURIED TELEPHONE / FIBER LINE	○	FOUND 3/4" IRON ROD / PIPE
---G---G---	EXISTING BURIED NATURAL GAS LINE	⊗	MANHOLE LID, UTILITY AND STRUCTURE TYPES VARY.
---TW---TW---	EXISTING BURIED TREATED WATER LINE	⊗	TREATED WATER VALVE
---SA---SA---	EXISTING BURIED SANITARY SEWER LINE	⊗	NATURAL GAS METER
---Abbs---Abbs---	EXISTING EDGE OF ASPHALT	⊗	UTILITY POLE
---	EXISTING FENCE	⊗	FIRE HYDRANT
---	PROPOSED POWER	⊗	ESTABLISHED TREE
---	PROPOSED BURIED SANITARY SEWER LINE		
---	PROPOSED BURIED TREATED WATER LINE		
---	PROPOSED BURIED NATURAL GAS LINE		

RESURVEY T.53N., R.101W.
CITY OF CODY



VICINITY MAP
0 100 200 400
SCALE (FT)

CLERK AND RECORDER ACCEPTANCE

THIS PLAT WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ M. ON _____ DAY OF _____, 2023, FILED FOR RECORDING IN BOOK OR PLAT CABINET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____

PARK COUNTY CLERK
BY: _____ DEPUTY.

CITY PLANNING AND ZONING BOARD

APPROVED AS OF _____ DAY OF _____, 2023 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.
CHAIRMAN _____

CITY COUNCIL APPROVAL

APPROVED AS OF _____ DAY OF _____, 2023 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - MATT HALL
ATTEST: CHADY BAKER
ADMINISTRATIVE SERVICES OFFICER

PRELIMINARY PLAT OF SOMMER MINOR SUBDIVISION

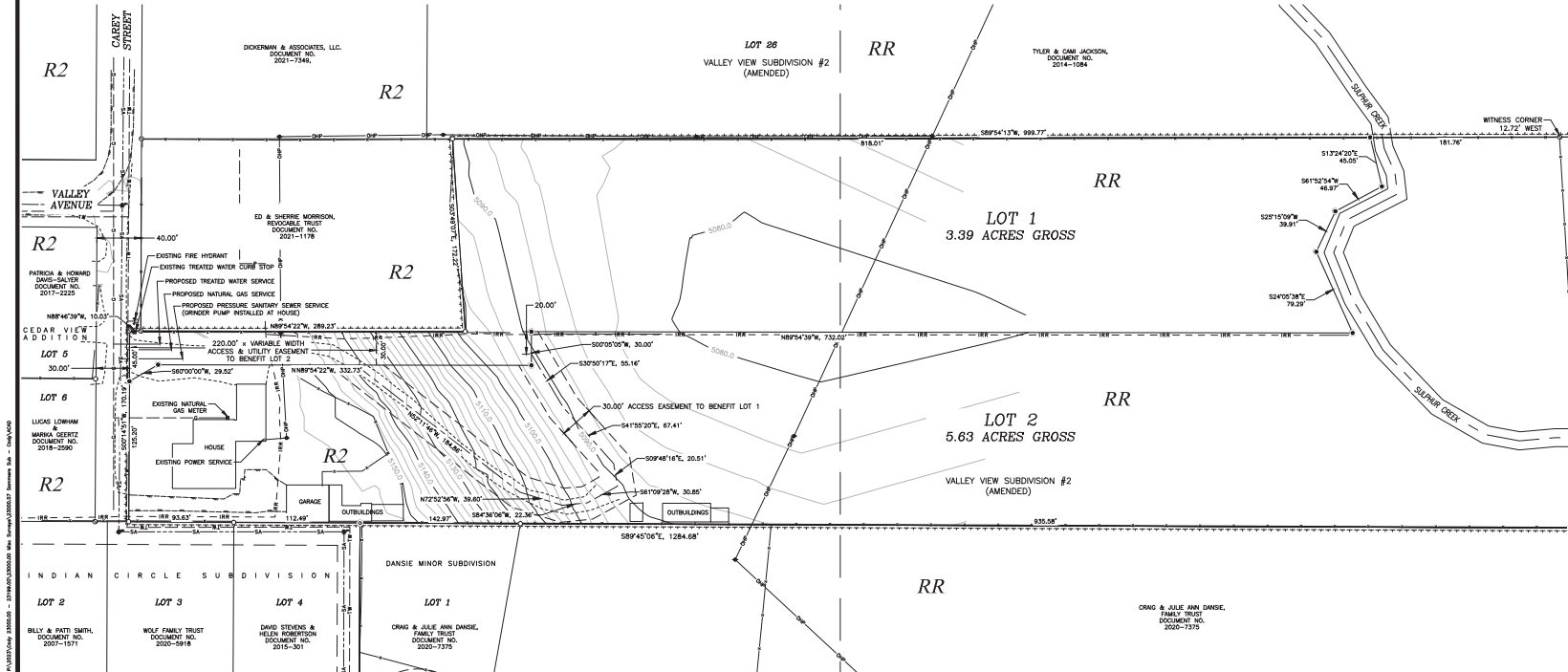
LOCATED WITHIN
LOT 27 & 28
VALLEY VIEW SUBDIVISION NO. 2 (AMENDED)
LOT 77
RESURVEY T.52N., R.102W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: LEIGH & KERI SOMMER
2620 CAREY STREET
CODY, WY 82414

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900
CODY, WYOMING 82414



JOB NO. 23000.57
10/12/2023
BOOK NO. 593
23000.57 Sommers Sub

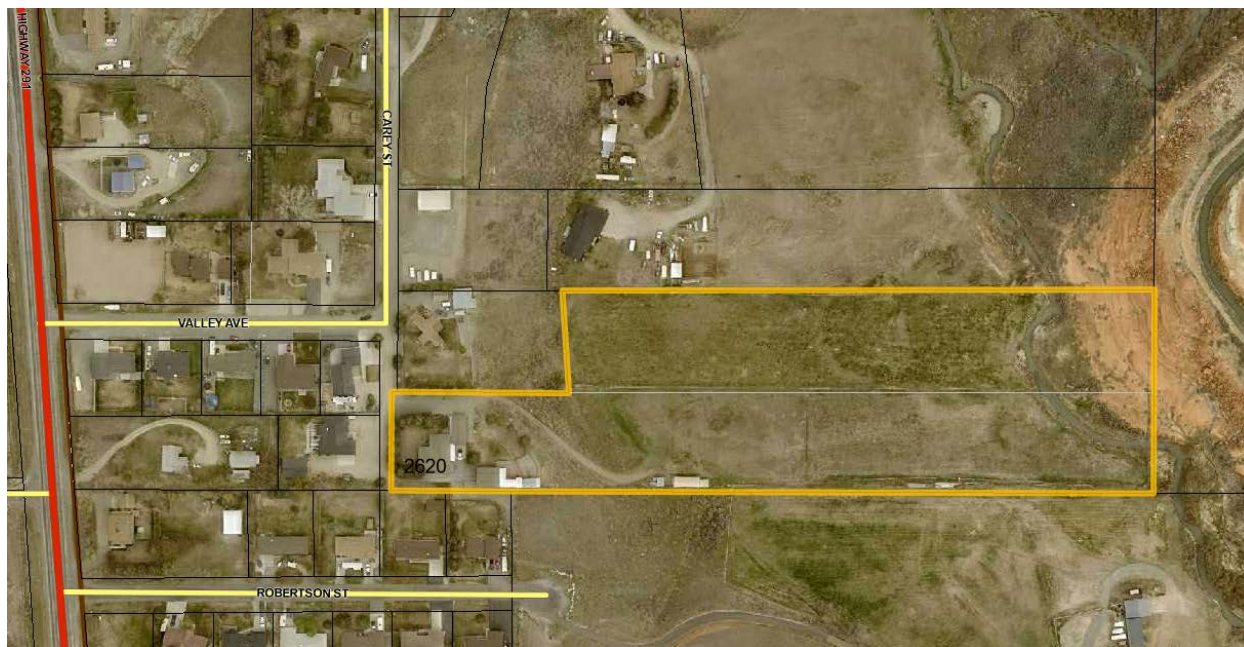


**CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD
STAFF REPORT**

MEETING DATE:	OCTOBER 24, 2023	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	PRELIMINARY PLAT FOR THE SOMMER MINOR SUBDIVISION, A 2-LOT MINOR SUBDIVISION. SUB 2023-03	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

The proposal is to divide an 8.95-acre parcel located at 2620 Carey Street into two lots. Lot 1 is 3.95 acres of vacant agricultural land. Lot 2 contains a house, outbuildings, and additional agricultural land. The property is zoned R-2 and Rural Residential (RR). The preliminary plat drawing is attached. There is a substantial elevation difference between the houses along Carey Street and the lower field along Sulphur Creek.



SUBDIVISION REGULATIONS

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

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

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

Comment: No new streets or alleys are proposed. Both lots will have frontage on Carey Street.

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

Comments- The section of Carey Street south of Valley Avenue is in a public right-of-way, but is not improved to a City street standard. Carey Street is identified as a "minor residential" street by the Master Street Plan, which standard calls for a 25' wide paved street with curb, gutter, and sidewalk, yet Carey Street connects to a network of "rural" roads (no curb, gutter, or sidewalks). A rural designation for Carey Street would appear to be the appropriate designation. The section north of Valley Avenue is a 19-foot-wide chip sealed road. Valley Avenue itself is a 21-foot-wide chip sealed road. Carey Street south of Valley Avenue only serves this property and one other lot.

Staff would suggest that an 18-foot-wide paved lane from Valley Avenue to the north boundary of Lot 2, within the existing right-of-way would be sufficient to meet the intent of providing a City standard street to the property. To the sides of the paved lane would be gravel shoulders. Technically, the applicant would be responsible for providing the street along the frontage of their property (170' in length), but the pavement would be of more service if constructed from Valley Avenue to the north boundary of Lot 2 (about 140' in length). If the applicant and Board are agreeable, that is what staff believes is warranted and sufficient, which would involve a variance to use that standard rather than the "minor residential".

Items "C" through "O" are standards that relate to construction of new streets in new rights-of-way and are not applicable to this subdivision.



P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20')

Comment: A variance to the alley requirement is requested and is justified as there are no adjacent alleys to tie into. All utilities and garbage collection will be at the front of the lots on Carey Street.

Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B of this title by the planning and zoning board, and the city council. All waivers of curb, gutter and sidewalks shall require acknowledgment by the developer on the final plat that future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots and be so noted on the final plat. The developer shall be responsible for demonstrating to the city that the grades and location of the proposed improvements shall be compatible with all future development in the area.

Comment: As noted in "B" above, staff recommends installation of the 18-foot-wide paved lane as sufficient. A variance to the curb, gutter, and sidewalk requirement on Carey Street is appropriate.

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

Comment: Again, the 18-foot-wide paved lane is recommended, which would be a variance.

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

U. Lot Requirements:

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

Comment: Minimum lot size, width, and frontage requirements are all met. Due to the property configuration, meeting the maximum depth-to-width ratio would only be possible if one of the lots were much smaller. The intent of the depth-to-width ratio is to allow larger properties the option of future division. The lot sizes proposed do not inhibit the potential for additional subdivision of them in the future—although the current owner has stated an intent of no future division. An exception to the lot depth-to-width ratio is recommended.

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

Comment: Met.

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

Comment: Met.

4. Strip lots...will be prohibited.

Comment: Met.

Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction. Applicable sections not covered by the items above are listed below.

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

Comment: Lot 1 will utilize a grinder pump system to pump sanitary sewer up to the City sewer main in Carey Street. Grinder pump systems typically utilize a 1 ¼ or 1 ½" pipe. The intent of the requirement is met.

G. Storm Sewer...

Comment: Minor subdivisions are exempt from the storm water policy.

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

Comment: Will be met as proposed. Lot 2 is already connected and Lot 1 proposes to connect.

I. Fire Hydrants...

Comment: As there is a fire hydrant near the northwest corner of the property, the requirement is met for the subdivision. However, as a "heads up", construction on Lot 1 will likely occur further from the hydrant than the typical 600-foot limit of the fire code. The fire marshal has authority to allow a greater distance when the house is provided with a fire sprinkler system. Due to both the longer distance from the fire hydrant and the steepness of the driveway to Lot 1 (approximately 16%) the fire marshal has indicated that a fire sprinkler system for the house on Lot 1 will be necessary, but with it being provided, he will authorize the situation of the additional distance to the hydrant, and the use of the driveway that is steeper than the 10% limit.

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

Comment: The existing ditch that runs north-south through the property is already piped.

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

all utilities necessary or reasonably expected are placed within the proposed subdivision.

Comment: All typical utility services are either in place, or can be installed at the time of development of Lot 1. However, there is an existing power pole guy wire that is in the way of the driveway that goes down the hill. The electrical division indicates that the pole can be moved to the north to eliminate the guy wire obstruction. The subdivider will need to pay the estimate for the electrical division to move the pole before the final plat can be recorded.

M. Street Lighting: Street lighting shall be installed according to the standards and requirements established by the city electrical commissioner, the cost of which will be borne by the subdivider.

Comment: There is no street lighting on Carey Street or Valley Avenue. The electrical commissioner did not recommend installation of a street light along the frontage of this property.

N. Public Use Areas: ...

Comment: Minor subdivisions are exempt from this requirement.

RECOMMENDATION:

Recommend that the City Council approve the preliminary plat of the Sommer minor subdivision, with the following variances and an exemption to the maximum lot width-to-length ratio, subject to the conditions listed:

Subdivision Variances:

1. To waive the alley requirement.
2. To modify the street requirements for Carey Street as described in the staff report (install an 18' wide paved lane from Valley Avenue to Lot 2).

Conditions of Approval:

1. Provide the final plat documents in accordance with the subdivision ordinance. A water distribution plan, which has been approved by Cody Canal, will need to be provided with the final plat.
2. The water tap fee for Lot 1 and the electrical estimate to move the power pole are to be paid before the final plat is recorded.
3. Provide a 10-foot-wide utility easement for the existing power line across the lower field.
4. Installation of the sewer service, domestic water service, power, and desired 3rd party utilities (gas and telecommunications) to the building site on Lot 1 is to occur in conjunction with development of Lot 1.
5. Add a note to the plat that due to the distance from a fire hydrant and the steepness of the driveway to Lot 1, the house on Lot 1 will need to be provided

with a fire sprinkler system, as a condition of the fire code variances authorized by the fire marshal.

6. Add a note that any outstanding subdivision improvements must be completed prior to or in conjunction with development of Lot 1, and to see the Community Development Department for details.

ATTACHMENTS

Preliminary plat

MEETING DATE: NOVEMBER 7, 2023

DEPARTMENT: PUBLIC WORKS – WATER

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

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

AGENDA ITEM SUMMARY REPORT



Ordinance 2023-12 Amending Title 8, Chapter 2 of the City of Cody Municipal Code to Modify and Set Treated Water and Raw Water Service Fees and Rates

ACTION TO BE TAKEN

Consider approval of Ordinance 2023-12 on Second Reading to modify and set treated water and raw water service fees and rates becoming effective December 1, 2023.

SUMMARY OF INFORMATION

The City Council approved and adopted the “2021 City of Cody Water Master Plan” (WMP) on November 16, 2021. A component of the WMP was a revenue needs analysis that identified the amount of funding needed for the twenty-year planning horizon to complete the recommended Capital Improvement Program (CIP) projects for the City’s treated water and raw water systems. The WMP identified the need to increase the Water Enterprise Fund revenues by approximately eight percent (8%) per year for a period of seven to nine years.

Based on the findings of the WMP, the City Council has approved two (2) treated water and raw water rate increases of approximately eight percent (8%) each, the first taking effect on January 1, 2022, and the second on December 1, 2022. Ordinance 2023-12 proposes the third treated water and raw water increase of approximately eight percent (8%) to be effective with utility billing starting December 1, 2023. The specific charges and rates being increased are summarized as follows:

- Treated Water – City Base Charge increased to \$16.35 per month for a ¾ inch service (standard residential service size), and subsequent larger meter sizes based on the existing “multiplier” scale (previously \$15.15 per month for a ¾ inch service, a 7.92% increase)
- Treated Water – Usage Charge increased to \$3.27 per one thousand gallons (previously \$3.03 per thousand gallons, a 7.92% increase)
- Treated Water – Water Crane and Fire Hydrant Meter sales increased to \$9.10 per thousand gallons (previously \$8.43 per thousand gallons, an 7.95% increase)
- Raw Water – Annual Fee and Monthly Installments increased to \$158.76 per year and \$13.23 per month for a ¾ inch service (standard residential service size), and subsequent larger meter sizes based on the existing “multiplier” scale (previously \$147.00 per year and \$12.25 per month for a ¾ inch service, an 8.0% increase)
- Raw Water – Annual Fee and Monthly Installments for townhouse units increased to \$79.44 per year and \$6.62 per month (previously \$73.50 per year and \$6.13 per month, a 7.99% increase)

Since First Reading of Ordinance 2023-12, the following modifications and clarifications have been made and are offered for approval with Second Reading:

- The “City Base Charge” contained in Section 8-2-40 has been slightly modified for meter sizes of 1 ½” and larger to more accurately reflect the existing “multiplier” scale. These City Base Charges were decreased in amounts ranging between \$0.05 (for 1 ½” meter) to \$0.60 (for 6” meter) per month.

AGENDA ITEM NO. _____

- Section 8-2-58 was modified to use the phrase “account holder” instead of “customer” in Item 2.
- Section 8-2-59 was modified to use the phrase “account holder” instead of “customer” in Item 2, and Item 3 was added to clarify the account holder charges for the period of November through May.

No other modifications have been made to Ordinance 2023-12 since First Reading.

FISCAL IMPACT

The Water Enterprise Fund is projected to collect \$4.171 million in “Charges for Utility Services” for treated water and raw water in the approved FY 2024 Budget. Approval of Ordinance 2023-12 and the resultant rate increases of approximately 8% is aligned with the approved budget and revenue projections.

ATTACHMENTS

1. Ordinance 2023-12 (modified as summarized above since First Reading)

ORDINANCE 2023-12

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2
OF THE CITY OF CODY MUNICIPAL CODE TO MODIFY AND SET
TREATED WATER AND RAW WATER SERVICE RATES**

Title 8, Chapter 2, Article II, shall be hereby amended as follows effective December 1, 2023.

8-2-40: SCHEDULE OF RATES AND CHARGES

The rates for metered water sold within the City limits shall be as follows:
The minimum monthly charge for each meter shall be as follows:

<u>Meter Size</u>	<u>SMP Charge</u>	<u>City Base Charge</u>
3/4 inch	\$ 11.00	\$ 16.35
1 inch	\$ 22.00	\$ 32.70
1 1/2 inch	\$ 44.00	\$ 65.40
2 inches	\$ 77.00	\$ 114.45
3 inches	\$ 176.00	\$ 261.60
4 inches	\$ 308.00	\$ 457.80
6 inches	\$ 704.00	\$ 1,046.40

The SMP Charge is the wholesale tap equivalency fee charged by the Shoshone Municipal Pipeline. The City Base Charge is the fee assessed by the City for the operation and maintenance of the treated water storage and distribution system. The minimum monthly fee is calculated as follows:

SMP Charge + City Base Charge + three dollars and twenty-seven cents (\$ 3.27) per thousand gallons per month.

All sections shall remain unchanged until Item B.1.

1. For water taken and purchased from the City Water Crane, a minimum of nine dollars and ten cents (\$ 9.10) for the first one thousand (1,000) gallons or less, plus nine dollars and ten cents (\$ 9.10) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or any fraction thereof per trip or load.

All sections shall remain unchanged until Item B.2.d.

- d. The fee for water use shall be a minimum of nine dollars and ten cents (\$ 9.10) per one thousand (1,000) gallons or any fraction thereof of water used. This fee may be adjusted to the wholesale cost to the City if the water is used for a City-funded project subject to the approval of the Public Works Director.

All sections shall remain unchanged until Item B.3.

3. Any person desiring to take domestic City water from any other unmetered source, excepting City personnel for authorized City purposes and Fire Department personnel for authorized Fire Department purposes, shall first obtain a written permit from the Public Works Director or his/her designee. Such permit shall fully state the name and billing address of the person or party responsible for payment of water taken, meter number for meter used, and the location of the source (hydrant) from where the water is to be taken. The fee for the use of water shall be a minimum of nine dollars and ten cents (\$ 9.10) for the first one thousand (1,000) gallons or less, plus nine dollars and ten cents (\$ 9.10) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or fraction thereof, per trip or load. This fee may be adjusted to the wholesale cost to the City, if the water is used for a City project or as determined by the Governing Body.

* NO FURTHER MODIFICATIONS TO TITLE 8, CHAPTER 2, ARTICLE II *

Title 8, Chapter 2, Article III, shall be hereby amended as follows effective December 1, 2023.

8-2-56: SCHEDULE OF RATES AND CHARGES; TIME OF PAYMENT; FAILURE TO PAY; REQUIREMENT FOR METER:

- A. All users tapped to the raw water system, except as provided in subsections B, C, D, E and F of this section, shall pay a raw water fee based on tap size. All utility bills generated on or after December 1, 2023, shall be billed in monthly installments as follows:

Tap Size	Annual Fee	Payable In Monthly Installments
3/4 inch	\$ 158.76	\$ 13.23
1 inch	\$ 238.20	\$ 19.85
1 1/4 inches	\$ 396.96	\$ 33.08
1 1/2 inches	\$ 635.04	\$ 52.92
2 inches	\$ 952.56	\$ 79.38
2 1/2 inches	\$ 1,190.76	\$ 99.23
3 inches	\$ 1,428.84	\$ 119.07
4 inches	\$ 1,984.56	\$ 165.38

All sections remain unchanged until Item E.

- E. Individual taps for townhouse residences shall pay an annual fee of seventy-nine dollars and forty-four cents (\$ 79.44), which shall be billed in monthly installments of six dollars and sixty-two cents (\$ 6.62).

* NO FURTHER MODIFICATIONS TO TITLE 8, CHAPTER 2, ARTICLE III *

Title 8, Chapter 2, Article IV, shall be hereby amended as follows effective December 1, 2023.

8-2-58: SPECIAL USE WATER POLICY:

- A. < NO CHANGE >
- B. Use; Calculation: The special use water policy allows authorized customers a reduced rate on the treated water for lawn and garden use. The special use water policy is calculated as follows:
1. An average will be calculated using the November through May billing periods based on the account holder's treated water usage.
 2. For the June through October billing periods, the account holder will be billed their average usage at the regular rate of three dollars and twenty-seven cents (\$ 3.27) per one thousand (1,000) gallons of treated water used. The amount used over the average usage will be billed at one dollar and thirty-four cents (\$ 1.34) per one thousand (1,000) gallons of treated water used. Wastewater will be billed based on the average treated water use from the November through May billing periods. There is no additional sewer charge on the additional water beyond the average used for irrigation purposes.
 3. For the November through May billing periods, the account holder will be charged three dollars and twenty-seven cents (\$ 3.27) per one thousand (1,000) gallons of water actually used, and wastewater will be charged at one dollar and ninety cents (\$ 1.90) per one thousand (1,000) gallons based on the actual amount of treated water used.

8-2-59: MODIFIED SPECIAL USE WATER POLICY:

A. < NO CHANGE >

B. Use; Calculation: The modified special use water policy allows authorized customers a reduced rate on the wastewater charges when water is used for lawn and garden use. The modified special use water policy is calculated as follows:

1. For calculation of wastewater purposes, an average will be calculated using the November through May billing periods based on the account holder's treated water usage.
2. For the June through October billing periods, the account holder will be billed for the actual amount of water used at the regular rate of three dollars and twenty-seven cents (\$ 3.27) per one thousand (1,000) gallons of treated water used. Wastewater will be billed at one dollar and ninety cents (\$ 1.90) per one thousand (1,000) gallons based on the average treated water use from the November through May billing periods. There is no additional sewer charge on the additional water beyond the average used for irrigation purposes.
3. For the November through May billing periods, the account holder will be charged three dollars and twenty-seven cents (\$ 3.27) per one thousand (1,000) gallons of water actually used, and wastewater will be charged at one dollar and ninety cents (\$ 1.90) per one thousand (1,000) gallons based on the actual amount of treated water used.

* NO FURTHER MODIFICATIONS TO TITLE 8, CHAPTER 2, ARTICLE IV *

This Ordinance 2023-12 shall become effective at the final passage after third reading and publication in the Cody Enterprise as required by law:

PASSED ON FIRST READING: OCTOBER 17, 2023

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Officer

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

AGENDA ITEM SUMMARY REPORT

ORDINANCE 2023-13 – AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, SECTION 1(C) OF THE CITY OF CODY CODE TO ADOPT THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE

ACTION

Approve Ordinance 2023-13 to amend Title 9, Chapter 2, Section 1(C) of the City of Cody Code to adopt the 2023 Edition of the NFPA 70 National Electrical Code.

SUMMARY

The City of Cody currently uses the 2020 Edition of the National Electrical Code. The State of Wyoming is now using the 2023 Edition. In order for the City of Cody to maintain local authority to conduct electrical inspections, we are required by the State of Wyoming to adopt and enforce the most recent edition of the National Electrical Code, in accordance with W.S. 35-9-121. The proposed ordinance would update the City to the 2023 Edition. The only edit to the text of the City ordinance is the year noted.

FISCAL IMPACT

No change to the current budget.

RECOMMENDATION

Approve Ordinance 2023-13

ALTERNATIVES

Approve or deny Ordinance 2023-13.

ATTACHMENT

Ordinance 2023-13

AGENDA ITEM NO. _____

ORDINANCE NO. 2023-13

AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, SECTION 1(C) OF THE CITY OF CODY CODE TO ADOPT THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE.

WHEREAS, the governing body has determined that it is in the public interest to amend Section 9-2-1(C) of the City of Cody Code to adopt the 2023 Edition of the NFPA 70 National Electrical Code.

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

SECTION 1: Title 9, Chapter 2, Section 1(C), Adoption by Reference; Copies to Be Kept on File, is hereby amended as follows:

9-2-1: ADOPTION BY REFERENCE; COPIES TO BE KEPT ON FILE:

C. The City of Cody hereby adopts the 2023 Edition of the NFPA 70 National Electrical Code, as published by the National Fire Protection Association and adopted by the State of Wyoming, which code is made a part hereof by this reference, the same as though incorporated herein at length.

SECTION 2: EFFECTIVE DATE. This Ordinance shall become effective immediately after final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: 10/17/2023

PASSED ON SECOND READING:

PASSED ON THIRD READING:

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Director