

City of Cody City Council

AGENDA

Tuesday, May 15, 2012 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Agenda Review and Approval

Mayor's Recognitions and Announcements

1. Consent Calendar: All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.
 - a. Approval of Minutes of the Special Meeting from 4/26/12, and Regular Meeting Minutes from 5/1/12.
 - b. Approve vouchers and payroll in the amount of \$723,629.84.
 - c. Consider a request to sponsor fees not to exceed \$554.50 for the CHS Graduation Party Breakfast in the Club Room and the associated cost is paid for from the Council contingency fund.
 - d. Authorize the Mayor to enter into an agreement for encroachment license between the City of Cody and the West Park Hospital District for placement of signage in the City right-of-way and authorize the Mayor to sign said agreement.
 - e. Consider entering into an Agreement with the Wyoming Department of Transportation and the City of Cody to provide power to some signage over Highway 14, 16, 20 and authorize the Mayor to sign said agreement.
 - f. Consider directing staff to provide a letter of cancellation to Wyoming Association of Risk Management (WARM) for the City's property insurance.
 - g. Approve the G.W. Minor Subdivision, a three lot preliminary plat and final plat located north of Big Horn Avenue subject to conditions noted in the staff report.

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

3. Public Hearing

4. Conduct of Business
 - a. Consider approving a request to change the dispensing room for Diehl Enterprises, Inc dba Chamberlin Inn.
 Staff Reference: Cindy Baker, Administrative Services Officer
 Spokesperson: Ev Diehl, Chamberlin Inn

 - b. Consider a request from Ramon and Emma Rodriguez dba Roberto's Lunch Wagon to sell Mexican food on City owned property or public right-of-way.

Staff Reference: Rick Manchester, Parks, Facilities and Recreation Director

Spokesperson: Ramon and Emma Rodriguez

- c. Consider a request from First National Bank of Wyoming to close 9th and 10th Streets, between Sheridan Avenue and Beck Avenue, and Beck Avenue from 9th to 10th Street from 10 a.m. to 11 p.m. on August 5th to enable vendors to sell their wares on the streets and authorize the use of the City Park for a Free Concert in celebration of First Bank of Wyoming's 100th year in business.

Staff Reference: Steve Payne, Public Works Director

Spokesperson: Ty Nelson, First Bank of Wyoming

- d. Consider the Mayor to sign the signature page for the City of Cody as it relates to the Small Business Credit Initiative Program application initiated by of the City of Laramie, WY as a municipality applying for SSBCI funds.

Staff Reference: Scott Kolpitcke, City Attorney

Spokesperson: Diane Wolverton, Executive Director Wyoming Smart Capital Network

- e. Consider a request to enter into an agreement with Curbside Recycling and the City of Cody for delivery of baled cardboard materials to the City of Cody's Recycling Center.

Staff Reference: Steve Payne, Public Works Director

- f. Authorize the Mayor to enter into two (2) Memorandum of Understandings between the State Engineer's Office and the City of Cody. The first one in reference to the Markham Reservoir Dam and the other the Cody Municipal Dam and authorize the Mayor to sign said MOU's contingent upon review and approval by the City Attorney.

Staff Reference: Steve Payne, Public Works Director

- g. **RESOLUTION 2012-14**
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2011-2012

Staff Reference: Leslie Brumage, City Finance Officer

- h. **RESOLUTION 2012-15**
A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING

Staff Reference: Jenni Rosencranse, City Administrator

- i. **ORDINANCE 2012-11 FIRST READING**
AN ORDINANCE PERTAINING TO THE USE OF A ONE PERCENT (1%) EXCISE TAX FOR THE CITY OF CODY, WY

Staff Reference: Jenni Rosencranse, City Administrator

- j. **ORDINANCE 2012-10 SECOND READING**
AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 6 OF THE CODY CITY CODE PERTAINING TO ANIMALS AT LARGE

Staff Reference: Scott Kolpitcke

5. Tabled Items

6. Matters from Staff Members or Council Members

City of Cody
Council Proceedings
Thursday, April 26, 2012

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, April 26, 2012 at p.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Donny Anderson, Jerry Fritz, Bryan Edwards, Stan Wolz and Charles Cloud and Administrative Services Officer, Cindy Baker

Absent: City Administrator, Jenni Rosencranse , and City Attorney, Scott Kolpitcke,

Mayor Brown called the meeting to order at 4:15 p.m.

Cindy Baker, Administrative Services Officer and Toby Startin, CISA provide the Governing body with a viewing of the new City Website that was designed. The website was live at 4:00 p.m. on Thursday, April 26th.

Laurence Stinson representing Gee Properties, LLC discussed future plans in reference to the property located on Platinum Avenue. No action was taken

Steve Payne, Public Works Director provided the Governing Body with some background in reference to signs fronting business reserving parking that already exist and the request from the UPS Store to install signs fronting the store that reserves parking spaces for customer loading and unloading. Mike Nelson provided concerns as it relates directly to his business. The Governing Body directed Mike to continue to use his sandwich board signs as regulated on main street and if the parking issues continue to bring this back to them at a later date.

Leslie Brumage, Finance Officer informed the Governing Body on the payoff of the SLIB DWSRF loan that was approved at a previous Council Meeting. It has been determined that the original payoff date calculated was for July 1st instead of June 1st, with the assumption a payment in June would have been made. Since that was not the case the payoff request resulted in a higher payoff amount. Staff was directed to prepare this item for approval at the Tuesday, May 5th meeting.

Leslie Brumage discussed the date for distribution of the proposed budget. The original date for distribution to the Governing Body was May 1, however as work and review continues, the budget will be ready for distribution to the Governing Body closer to May 10th .

Steve Payne, provided the Governing Body with on-going issues of encroachment within the City's right-of-ways. Ward 2 Council Members were directed to discuss the issues with the identified property owners encroaching the right-of-way on in the 14th Street area. They will bring this issue back to the Governing Body at a later date.

Steve Payne provided information on the extension of the Closing Date in reference to the Asset Transfer Agreement between Rocky Mountain Power and the City of Cody, as previously authorized by the Governing Body.

Discussion was held on the possibility of turning on the City Raw Water system early. Staff provided the Governing Body with background information as it relates to the preparation of the system, the general schedule staff follows to insure all of the City facilities are prepared for this start up and obstacles that would be involved if the water were turned on early with such short notice for staff. Staff was directed to keep the schedule of May 7th for this process. No action was taken.

The Governing Body reviewed the agenda for May 1, 2012 Council Meeting. No action was taken.

Council Member Miller made a motion seconded by Council Member Edwards to enter into an Executive Session at 7:50 to discuss personnel matters pursuant to Wyoming State Statute 16-4-405. Council Member Miller made a motion seconded by Council Member Cloud to exit the Executive Session at 8:25 p.m.

There being no further discussion, the meeting adjourned at 8:26 p.m.

Cynthia Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, May 1, 2012

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, May 1, 2012 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Stan Wolz, Bryan Edwards, Donny Anderson, Charles Cloud and Jerry Fritz, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

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

Council Member Miller made a motion seconded by Council Member Anderson to amend the agenda to add item f to the consent calendar to include the street closure for the Wild West Days. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Cloud to approve the Consent Agenda as amended including approval of Minutes of the Special Meetings from 4/12/12, and 4/18/12 and Regular Meeting Minutes from 4/17/12, approve vouchers and payroll in the amount of \$675,734.64, approve the payoff of the SLIB DWSRF Loan in the amount of \$99,871.10, authorize the Mayor to sign a letter addressing the extension of the closing date in reference to the Asset Transfer Agreement between Rocky Mountain Power and the City of Cody, declare 75 used distribution transformers as surplus and direct staff to proceed with a sale of these items through a formal bid process, and authorize the street closure of 12th Street between Sheridan Avenue to Beck Avenue starting on Friday, May 11th at 9:00 a.m. through Sunday, May 13th at 9:00 a.m. for the Wild West Days. Vote was unanimous.

During Public Comment Leonard Moore spoke in reference to Chamberlin Inn and the parking concerns that was raised at the Planning, Zoning and Adjustment Board meeting on April 24th.

Council Member Miller made a motion seconded by Council Member Anderson to enter into a Memorandum of Understanding between Park County Wyoming, City of Powell, Wyoming, City of Meeteetse, Wyoming and the City of Cody and authorize the Mayor to sign the MOU contingent upon an Ordinance being drafted spelling out the content of the MOU. Vote was unanimous.

RESOLUTION 2012-13

RESOLUTION SUPPORTING AN OPTIONAL ONE PERCENT SALES AND USE TAX FOR INFRASTRUCTURE IMPROVEMENTS.

Council Member Wolz made a motion seconded by Council Member Cloud to approve Resolution 2012-13. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Edwards to exercise the City of Cody's right to withdraw from the Small Business Credit Initiative Program. Vote

was unanimous.

**ORDINANCE 2012-10 FIRST READING
AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 6 OF THE CODY
CITY CODE PERTAINING TO ANIMALS AT LARGE**

Council Member Fritz made a motion and seconded by Council Member Edwards to approve Ordinance 2012-10 on first reading. Vote was unanimous.

**ORDINANCE 2012-07 – THIRD AND FINAL READING
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED
SECTION OF TITLE 8 CHAPTER 1 ARTICLE III, OF THE CODY
CITY CODE TO MODIFY PAYMENT OF BILLS.**

Council Member Cloud made a motion seconded by Council Member Fritz to approve Ordinance 2012-07 on third and final reading. Vote was unanimous.

**ORDINANCE 2012-08 – THIRD AND FINAL READING
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS
OF TITLE 8 CHAPTER 1 ARTICLE II, OF THE CODY CITY CODE TO MODIFY
METER AND SERVICE DEPOSITS.**

Council Member Anderson made a motion seconded by Council Member Cloud to approve Ordinance 2012-08 on third and final reading. Vote was unanimous.

**ORDINANCE 2012-09 – THIRD AND FINAL READING
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS
OF TITLE 8 CHAPTER 2 ARTICLE II, OF THE CODY CITY CODE TO MODIFY
WATER METERS; INSPECTIONS; SERVICE CHARGES.**

Council Member Cloud made a motion seconded by Council Member Wolz to approve Ordinance 2012-09 on third and final reading. Vote was unanimous.

Council Member Cloud made a motion seconded by Council Member Anderson to remove item b from the tabled items. Vote was unanimous.

**ORDINANCE 2012-04- THIRD AND FINAL READING AS AMENDED
AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE CITY OF CODY
CODE: NUISANCE ABATEMENT.**

Council Member Miller made a motion seconded by Council Member Wolz to approve Ordinance 2012-04 on third and final reading as amended. Vote was unanimous.

Steve Payne, Public Works Director reminded citizens of the City Raw Water starting on May 7th and to close valves prior to that date.

Council Member Miller reminded businesses on Sheridan Avenue of the annual sidewalk wash on June 2nd.

There being no further business, Mayor Brown adjourned the meeting at 8:49p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	050112	PREMIUM	05/01/2012	400.00	400.00	05/01/2012	
Total 125412:				400.00	400.00		
ACE HARDWARE							
2390							
	228527	SAFETY GLOVES	04/02/2012	26.99	26.99	05/16/2012	
	229623	SPRINKLER REPAIRS	04/18/2012	1.65	1.65	05/16/2012	
	229695	SPRINKLER REPAIRS	04/19/2012	2.58	2.58	05/16/2012	
	229826	NEW MONEY BAG LOCKS	04/20/2012	9.98	9.98	05/16/2012	
	229838	LARGE KEY RING	04/20/2012	1.49	1.49	05/16/2012	
	229843	DOOR CLOSURE FOR GLENDA	04/20/2012	138.98	138.98	05/16/2012	
	229863	TAPE	04/21/2012	7.99	7.99	05/16/2012	
	229907	SPRINKLERS	04/22/2012	13.98	13.98	05/16/2012	
	229933	SPRINKLER MATERIALS 11TH	04/23/2012	34.73	34.73	05/16/2012	
	229966	SPRAY PAINT	04/23/2012	4.49	4.49	05/16/2012	
	229985	SUPPLIES	04/23/2012	5.99	5.99	05/16/2012	
	230028	SUPPLIES	04/24/2012	8.99	8.99	05/16/2012	
	230046	SHOP TOOLS	04/24/2012	32.99	32.99	05/16/2012	
	230057	HOSES FOR BALL FIELDS	04/24/2012	239.97	239.97	05/16/2012	
	230057	CREDIT FOR INV 228527 RETU	04/24/2012	26.99-	26.99-	05/16/2012	
	230109	ARBOR DAY SUPPLIES	04/24/2012	28.94	28.94	05/16/2012	
	230131	REPAIR HOSES	04/25/2012	19.24	19.24	05/16/2012	
	230134	SUPPLIES - AUDITORIUM	04/25/2012	4.79	4.79	05/16/2012	
	230141	SUPPLIES	04/25/2012	11.49	11.49	05/16/2012	
	230153	HOSES FOR BALL FIELDS	04/25/2012	164.96	164.96	05/16/2012	
	230174	LIGHT BULBS - CITY HALL	04/25/2012	3.99	3.99	05/16/2012	
	230177	BOLTS	04/25/2012	3.16	3.16	05/16/2012	
	230201	SHOP SUPPLIES	04/25/2012	44.57	44.57	05/16/2012	
	230254	SUPPLIES - AUDITORIUM	04/26/2012	3.29	3.29	05/16/2012	
	230270	SUPPLIES	04/26/2012	67.98	67.98	05/16/2012	
	230270	TOOLS	04/26/2012	199.99	199.99	05/16/2012	
	230304	SPRINKLER REPAIRS 11TH ST	04/26/2012	4.37	4.37	05/16/2012	
	230323	SUPPLIES	04/26/2012	31.05	31.05	05/16/2012	
	230386	SHOP SUPPLIES	04/27/2012	2.79	2.79	05/16/2012	
	230392	SHOP SUPPLIES	04/27/2012	86.96	86.96	05/16/2012	
	230542	REPAIR EQUIPMENT	04/30/2012	6.06	6.06	05/16/2012	
	230574	GRAFFITI REMOVAL - DRAW ST	04/30/2012	7.99	7.99	05/16/2012	
	230608	REPAIR BUILDINGS AT DACK	04/30/2012	11.98	11.98	05/16/2012	
	230734	CABINET - SOFTBALL FIELDS	05/01/2012	5.99	5.99	05/16/2012	
	230776	SCRAPER	05/02/2012	29.99	29.99	05/16/2012	
	230779	INTAKE CLEANING FORK	05/02/2012	18.99	18.99	05/16/2012	
	230802	INSTALL GATES AT SOFTBALL	05/02/2012	91.21	91.21	05/16/2012	
	230802	104105234	05/02/2012	8.98	8.98	05/16/2012	
	230827	BASEBALL SUPPLIES	05/02/2012	22.99	22.99	05/16/2012	
	230872	SPRINKLER PARTS	05/03/2012	8.16	8.16	05/16/2012	
	230894	BATTERIES	05/03/2012	15.49	15.49	05/16/2012	
	230978	SAFETY GLASSES	05/04/2012	13.99	13.99	05/16/2012	
	230978	PAINT / CAULK	05/04/2012	11.28	11.28	05/16/2012	
	231025	REPAIR FLAG POLE	05/04/2012	7.98	7.98	05/16/2012	
	231032	NUTS & BOLTS	05/04/2012	3.00	3.00	05/16/2012	
Total 2390:				1,445.46	1,445.46		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACKER ELECTRIC							
270							
	27366	REPAIRS NEW RECYCLE CENT	04/18/2012	13,360.00	13,360.00	05/16/2012	
	27367	REPAIRS NEW RECYCLE CENT	04/18/2012	432.65	432.65	05/16/2012	
	27392	TRACER WIRE	04/23/2012	150.00	150.00	05/16/2012	
	27441	TRACER WIRE	04/25/2012	150.00	150.00	05/16/2012	
Total 270:				14,092.65	14,092.65		
ADVANCED INFO SYSTEMS							
129162							
	9410	CYCLE 3 OUTSOURCE UTILTIY	04/27/2012	443.48	443.48	05/16/2012	
Total 129162:				443.48	443.48		
ADVANCED VETERINARY CARE CENTE							
126373							
	63858	CANINE CARE - ABBY	04/30/2012	86.25	86.25	05/16/2012	
	63858	CANINE CARE - ABBY	04/30/2012	95.00	95.00	05/16/2012	
Total 126373:				181.25	181.25		
ALDRICH LUMBER CO							
450							
	400262	CHECK BOARDS - CANAL	05/03/2012	28.56	28.56	05/16/2012	
	449140	SUPPLIES	04/11/2012	6.30	6.30	05/16/2012	
	449398	SUPPLIES	04/16/2012	16.00	16.00	05/16/2012	
	449637	SUPPLIES	04/02/2012	14.68	14.68	05/16/2012	
	449871	HOSE REPAIR	04/25/2012	1.41	1.41	05/16/2012	
	449888	BASEBALL SUPPLIES	04/25/2012	9.99	9.99	05/16/2012	
	449934	SUPPLIES	04/26/2012	8.07	8.07	05/16/2012	
Total 450:				85.01	85.01		
ALSCO							
126551							
	826813	TOWELS	04/23/2012	31.18	31.18	05/16/2012	
	827228	MATS - CITY HALL	04/24/2012	48.69	48.69	05/16/2012	
	828678	TOWELS & RUGS	04/30/2012	98.45	98.45	05/16/2012	
Total 126551:				178.32	178.32		
AMERICAN FAMILY LIFE ASSUR							
550							
	025795	PREMIUM	05/01/2012	2,270.66	2,270.66	05/01/2012	
Total 550:				2,270.66	2,270.66		
AMERICAN PIZZA PARTNERS							
123888							
	168481	ARBOR DAY	04/24/2012	90.00	90.00	05/16/2012	
Total 123888:				90.00	90.00		
AMERICAN WELDING & GAS, INC.							
128592							
	01723506	CO2	04/30/2012	100.37	100.37	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	01726544	CYLINDER RENTALS	04/30/2012	31.50	31.50	05/16/2012	
	01726545	CO2	04/30/2012	124.60	124.60	05/16/2012	
	01726546	SUPPLIES	04/30/2012	52.50	52.50	05/16/2012	
	01726547	CYLINDER RENTALS	04/30/2012	21.00	21.00	05/16/2012	
Total 128592:				329.97	329.97		
ASPEN PRACTICE P.C.							
127886							
	FO132	PRE-EMPLOYMENT TESTING-E	05/03/2012	1,015.25	1,015.25	05/16/2012	
Total 127886:				1,015.25	1,015.25		
BEAR CO, INC							
1010							
	164176	TIRES (RECAPS) (10 tires)	04/11/2012	2,051.72	2,051.72	05/16/2012	
	164251	ALIGNMENT	04/16/2012	60.00	60.00	05/16/2012	
	164327	STEERING TIRES D01	04/18/2012	702.56	702.56	05/16/2012	
	164428	LIQUID TIRE BALANCER	04/23/2012	50.00	50.00	05/16/2012	
	164466	TIRES	04/24/2012	468.00	468.00	05/16/2012	
	164498	TIRES	04/25/2012	69.00	69.00	05/16/2012	
Total 1010:				3,401.28	3,401.28		
BIG HORN PAINT							
1180							
	0054665	PAINT - NEW RECYCLE BUILDI	05/01/2012	27.01	27.01	05/16/2012	
	0054714	PAINT FOR BASEBALL FIELD	05/04/2012	171.96	171.96	05/16/2012	
Total 1180:				198.97	198.97		
BIG HORN REDI-MIX INC							
1190							
	361092	NORTH CODY PROJECT	04/20/2012	30.00	30.00	05/16/2012	
Total 1190:				30.00	30.00		
BIG HORN WHOLESALE							
1210							
	2333	SUPPLIES	04/20/2012	100.82	100.82	05/16/2012	
	2338	SUPPLIES	04/18/2012	48.76	48.76	05/16/2012	
	2480	Coffee	05/02/2012	83.68	83.68	05/16/2012	20006
	2480	COFFEE FILTERS	05/02/2012	12.67	12.67	05/16/2012	20007
	2480	FUEL SURCHARGE	05/02/2012	3.00	3.00	05/16/2012	
Total 1210:				248.93	248.93		
BLANKENSHIP QUALITY CONCRETE							
1320							
	292	CONVEYOR PIT - NEW RECYCL	05/01/2012	3,472.00	3,472.00	05/16/2012	
Total 1320:				3,472.00	3,472.00		
BLOEDORN LUMBER							
1590							
	472154	FORM BOARDS	04/18/2012	134.20	134.20	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1590:				134.20	134.20		
BOONE'S MACHINE SHOP							
1400							
	3077	TRACKHOE RENTAL - BOB MO	03/26/2012	2,750.00	2,750.00	05/16/2012	
	50072	SENSOR - WACKER G15	04/25/2012	461.03	461.03	05/16/2012	
Total 1400:				3,211.03	3,211.03		
BRESNAN COMMUNICATIONS							
123538							
	042012-CH	INTERNET - CITY HALL	04/20/2012	99.95	99.95	05/16/2012	
Total 123538:				99.95	99.95		
BUCKSTITCH CANVAS & LEATHER							
1555							
	2301	VOLLEYBALL NET REPAIR	04/18/2012	15.00	15.00	05/16/2012	
Total 1555:				15.00	15.00		
C & C WELDING							
1690							
	14718	DACKEN VAULT REPAIR	04/23/2012	132.38	132.38	05/16/2012	
Total 1690:				132.38	132.38		
CARDARELLI, JOSEPH							
129356							
	11147045	REFUND UTILITY DEPOSIT	04/24/2012	26.96	26.96	05/16/2012	
Total 129356:				26.96	26.96		
CENTURY LINK							
10091							
	041912	PHONE CHARGES	04/19/2012	712.85	712.85	05/16/2012	
	050112	PHONE CHARGES	05/01/2012	1,148.01	1,148.01	05/16/2012	
Total 10091:				1,860.86	1,860.86		
CHADWICK VETERINARY HOSPITAL							
2130							
	0087198	FELINE EUTHANASIA - CASE 12	04/13/2012	45.00	45.00	05/16/2012	
	087163	RABIES TEST CASE 12-431	04/07/2012	38.60	38.60	05/16/2012	
Total 2130:				83.60	83.60		
CITY OF CODY							
2260							
	043012	UTILITIES	04/30/2012	95.60	95.60	05/16/2012	
	043012	UTILITIES	04/30/2012	210.00	210.00	05/16/2012	
	043012	UTILITIES	04/30/2012	749.15	749.15	05/16/2012	
	043012	UTILITIES	04/30/2012	426.81	426.81	05/16/2012	
	043012	UTILITIES	04/30/2012	164.45	164.45	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2260:				1,646.01	1,646.01		
CODY CAB							
129079							
	041912	TIPSY TAXI VOUCHERS (19)	04/19/2012	133.00	133.00	05/16/2012	
	042612	TIPSY TAXI VOUCHERS (14)	04/26/2012	98.00	98.00	05/16/2012	
Total 129079:				231.00	231.00		
CODY CHAMBER OF COMMERCE							
124707							
	001121	ALCOHOL COMPLIANCE CHEC	05/02/2012	210.00	210.00	05/16/2012	
Total 124707:				210.00	210.00		
CODY DREAM BUILDERS							
129360							
	56-3	REFUND ENCROACHMENT DE	05/01/2012	150.00	150.00	05/16/2012	
Total 129360:				150.00	150.00		
CODY ENTERPRISE							
2590							
	043012	ADVERTISING	04/30/2012	4,716.00	4,716.00	05/16/2012	
Total 2590:				4,716.00	4,716.00		
CODY MIDDLE SCHOOL							
123406							
	043012	ALUMINUM CAN CONTEST	04/30/2012	34.25	34.25	05/16/2012	
Total 123406:				34.25	34.25		
CODY WINNELSON COMPANY							
2850							
	117528-00	WATER TAP FITTINGS	04/13/2012	38.95	38.95	05/16/2012	
	117540-00	BRASS FITTINGS	04/13/2012	54.98	54.98	05/16/2012	
	117754-00	BRASS FITTINGS	04/20/2012	38.12	38.12	05/16/2012	
Total 2850:				132.05	132.05		
CORR, WENDY							
3185							
	15247022	REFUND CREDIT BALANCE	05/01/2012	217.46	217.46	05/16/2012	
Total 3185:				217.46	217.46		
COVENTRY HOMES INC							
129357							
	13122110	REFUND UTILITY BALANCE	04/20/2012	120.57	120.57	05/16/2012	
Total 129357:				120.57	120.57		
CRUM ELECTRIC							
3300							
	1330432-00	SYSTEM MAINTENANCE	05/04/2012	86.00	86.00	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1331613-00	ST LIGHT REPAIRS	04/23/2012	31.34	31.34	05/16/2012	
	1333258-00	WEST STRIP STREET LIGHTS	04/27/2012	160.94	160.94	05/16/2012	
	1333258-01	WEST STRIP STREET LIGHTS	05/04/2012	430.25	430.25	05/16/2012	
	1335213-00	NEW SERVICES	05/04/2012	93.75	93.75	05/16/2012	
	1335284-00	TOOLS	05/04/2012	74.30	74.30	05/16/2012	
Total 3300:				876.58	876.58		
CUSTOM DELIVERY SERVICE							
3343							
	25112870	SHIPPING	04/30/2012	210.12	210.12	05/16/2012	
Total 3343:				210.12	210.12		
DANA KEPNER COMPANY							
3410							
	2214041-01	Meter, C2 Omni, 3"	04/23/2012	10,798.00	10,798.00	05/16/2012	1202-W
	2214041-02	Meter, C2 Omni, 4"	04/30/2012	2,313.85	2,313.85	05/16/2012	1203-W
	2214041-02	FREIGHT	04/30/2012	25.29	25.29	05/16/2012	
	2214229-00	METER FLANGE KITS	04/23/2012	218.24	218.24	05/16/2012	
	2214229-01	Meter, C2 Omni, 1 1/2"	04/30/2012	3,015.21	3,015.21	05/16/2012	1200-W
	2214229-01	FREIGHT	04/30/2012	66.58	66.58	05/16/2012	
	2214231-00	Meter Pigtails 3/4"	04/23/2012	148.00	148.00	05/16/2012	1193-W
	2214231-00	Check Valve 3/4" in line	04/23/2012	116.20	116.20	05/16/2012	1185-W
	2214231-00	METER GASKETS	04/23/2012	130.94	130.94	05/16/2012	
	2214231-01	Meter Pigtails 3/4"	04/30/2012	157.25	157.25	05/16/2012	1193-W
	2214231-01	Meter Pigtails 1"	04/30/2012	220.50	220.50	05/16/2012	1194-W
	2214231-01	Check Valve 3/4" in line	04/30/2012	697.20	697.20	05/16/2012	1185-W
Total 3410:				17,907.26	17,907.26		
DAVE STRIKE CUSTOM BUILDING							
129361							
	050112	RUFUND ENCROACHMENT DE	05/12/2012	150.00	150.00	05/16/2012	
	050112	RUFUND ENCROACHMENT DE	05/12/2012	150.00	150.00	05/16/2012	
Total 129361:				300.00	300.00		
DOLLARD, JUSTIN							
129368							
	040612	REIMBURSE FOR BOMB SQUA	04/06/2012	210.00	210.00	05/16/2012	
	041812	REIMBURSE FOR SAFETY GLA	04/18/2012	73.68	73.68	05/16/2012	
Total 129368:				283.68	283.68		
DXP ENTERPRISES, INC.							
127761							
	4926536	CONFINED SPACE WINCH INSP	04/23/2012	599.56	599.56	05/16/2012	
Total 127761:				599.56	599.56		
EAGLE RECOVERY & TOWING							
126679							
	6840	VEHICLE TOW 13TH ST	05/01/2012	50.00	50.00	05/16/2012	
Total 126679:				50.00	50.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
EASTSIDE ELEMENTARY SCHOOL							
123410							
	043012	ALUMINUM CAN CONTEST	04/30/2012	61.50	61.50	05/16/2012	
Total 123410:				61.50	61.50		
ENERGY WEST							
2630							
	042712	UTILITIES	04/27/2012	97.73	97.73	05/16/2012	
	043012	UTILITIES - REC CENTER	04/30/2012	2,465.90	2,465.90	05/16/2012	
	043012	UTILITIES - REC CENTER AQUA	04/30/2012	7,397.71	7,397.71	05/16/2012	
Total 2630:				9,961.34	9,961.34		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY41176	SUPPLIES	04/26/2012	3.78	3.78	05/16/2012	
	WYCDY41200	NUTS & BOLTS	04/27/2012	8.31	8.31	05/16/2012	
	WYCDY41230	GOLF COURSE RAW WATER	04/30/2012	35.34	35.34	05/16/2012	
	WYCDY41254	LIFTING EYES	05/01/2012	10.09	10.09	05/16/2012	
Total 126018:				57.52	57.52		
FAY, JUDI							
128677							
	050212	OFFICER CPR TRAINING	05/02/2012	15.00	15.00	05/16/2012	
Total 128677:				15.00	15.00		
FED-EX							
4250							
	7-868-99302	SHIPPING	04/26/2012	95.46	95.46	05/16/2012	
Total 4250:				95.46	95.46		
FRITZ, BRIAN D							
129358							
	7134011	REFUND UTILITY DEPOSIT	04/26/2011	54.70	54.70	05/16/2012	
Total 129358:				54.70	54.70		
GAMBLES							
4450							
	599360	HOOKS	04/27/2012	7.80	7.80	05/16/2012	
Total 4450:				7.80	7.80		
GDA ENGINEERS							
4620							
	00001 5/3/12	CITY ALLEY SURVEY GLENDAL	05/03/2012	425.00	425.00	05/16/2012	
Total 4620:				425.00	425.00		
GENERATOR STARTER SHOP INC							
124850							
	18007	ROLLER ALTERNATOR PARTS	04/12/2012	66.30	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 124850:				66.30	.00		
GOODYEAR PRINTING							
125939							
	6590	SUMMER BROCHURE	04/26/2012	3,073.15	3,073.15	05/16/2012	
Total 125939:				3,073.15	3,073.15		
GRANT, AFTON							
129363							
	050212	VOLLEYBALL REFEREE	05/12/2012	25.00	25.00	05/16/2012	
Total 129363:				25.00	25.00		
GRUEL, KYLEE							
129362							
	1256	ALCOHOL COMPLIANCE CHEC	04/30/2012	230.00	230.00	05/16/2012	
Total 129362:				230.00	230.00		
HEAD START PROGRAM							
123411							
	043012	ALUMINUM CAN CONTEST	04/30/2012	13.00	13.00	05/16/2012	
Total 123411:				13.00	13.00		
HOMAX OIL SALES, INC.							
129090							
	CL35558-IN	FUEL - WATER	04/30/2012	62.61	62.61	05/16/2012	
	CL35558-IN	FUEL - WASTE WATER	04/30/2012	62.60	62.60	05/16/2012	
	CL35558-IN	FUEL - STREETS	04/30/2012	127.82	127.82	05/16/2012	
	CL35560-IN	FUEL - ELEC DEPT	04/30/2012	98.07	98.07	05/16/2012	
	CL35560-IN	FUEL - SANITATION	04/30/2012	309.75	309.75	05/16/2012	
	CL35560-IN	FUEL - STREETS	04/30/2012	490.46	490.46	05/16/2012	
	CL35560-IN	FUEL - STREETS	04/30/2012	5,913.84	5,913.84	05/16/2012	
	CL35560-IN	FUEL - WATER	04/30/2012	17.78	17.78	05/16/2012	
	CL35561-IN	FUEL - VEHICLE MAINT.	04/30/2012	102.36	102.36	05/16/2012	
Total 129090:				7,185.29	7,185.29		
I STATE TRUCK CENTER							
126019							
	C251107408:0	WINDSHIELD - C04	04/24/2012	212.54	212.54	05/16/2012	
	C251107517:0	FENDER LIGHTS C01	04/18/2012	74.62	74.62	05/16/2012	
	C251107914:0	COOLANT TANK & CAP C06	04/20/2012	166.18	166.18	05/16/2012	
	C251107914:0	GLASS & AIR INDICATOR C03	04/30/2012	174.45	174.45	05/16/2012	
	C251108166:0	SERVICE MANUAL	04/24/2012	117.75	117.75	05/16/2012	
Total 126019:				745.54	745.54		
ICMA RETIREMENT-457-#303143							
5170							
	587665	Contributions	05/01/2012	5,417.44	5,417.44	05/01/2012	
Total 5170:				5,417.44	5,417.44		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
JACKSON, KAYDELL							
129098	2.0260.14	REFUND CREDIT BALANCE	05/01/2012	629.16	629.16	05/16/2012	
Total 129098:				629.16	629.16		
JENSEN, DESIRE							
129348	13.1930.25	REFUND UTILITY BALANCE	05/01/2012	59.00	59.00	05/16/2012	
Total 129348:				59.00	59.00		
K MART							
5690	40004	CLEANING SUPPLIES	03/21/2012	19.66	19.66	05/16/2012	
Total 5690:				19.66	19.66		
K-B COMMERCIAL PRODUCTS							
5700	S3025013.005	VACCUM PARTS	04/26/2012	11.50	11.50	05/16/2012	
	S3026614.001	MATERIALS / SUPPLIES	04/26/2011	168.00	168.00	05/16/2012	
Total 5700:				179.50	179.50		
KEEGAN & WINSLOW LAW FIRM							
126040	050412	PROFESSIONAL FEES	05/04/2012	898.12	898.12	05/16/2012	
Total 126040:				898.12	898.12		
KENCO SECURITY & TECHNOLOGY							
9029	956577	SECURITY MONITORING - CITY	05/01/2012	94.50	94.50	05/16/2012	
	956578	SECURITY MONITORING - REC	05/01/2012	109.50	109.50	05/16/2012	
Total 9029:				204.00	204.00		
KNIFE RIVER							
127723	27413	ASPHALT	04/20/2012	3,828.00	3,828.00	05/16/2012	
	274329	ASPHALT	04/23/2012	1,469.69	1,469.69	05/16/2012	
	274636	ASPHALT	04/24/2012	3,642.16	3,642.16	05/16/2012	
	274785	ASPHALT	04/25/2012	2,035.20	2,035.20	05/16/2012	
Total 127723:				10,975.05	10,975.05		
LEGEND COMMUNICATIONS OF WY							
127743	043012	ADVERTISING ARBOR DAY	04/30/2012	504.90	504.90	05/16/2012	
	043012	ADVERTISING	04/30/2012	173.40	173.40	05/16/2012	
Total 127743:				678.30	678.30		
LINCOLN-OAKES NURSERIES							
129369	010654	ARBOR DAY	04/17/2012	330.50	330.50	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129369:				330.50	330.50		
LIVINGSTON ELEMENTARY SCHOOL							
123409							
	043012	ALUMINUM CAN CONTEST	04/30/2012	21.50	21.50	05/16/2012	
Total 123409:				21.50	21.50		
LONG BUILDING TECH INC							
125191							
	120410-0004	AIR HANDLER	04/18/2012	1,173.89	1,173.89	05/16/2012	
	SRVCE005798	REPAIR STEAM GENERATOR	04/19/2012	1,051.71	1,051.71	05/16/2012	
Total 125191:				2,225.60	2,225.60		
LYLE SIGNS INC							
123209							
	889678	SIGN BLANKS	04/27/2012	284.78	284.78	05/16/2012	
Total 123209:				284.78	284.78		
MARTIN, CINDY							
129364							
	17033016	REFUND CREDIT BALANCE	05/01/2012	8.89	8.89	05/16/2012	
Total 129364:				8.89	8.89		
MC CUMBER LOCKSMITH SHOP							
6390							
	3004A	STEAM ROOM LOCK	04/18/2012	69.74	69.74	05/16/2012	
	3016A	KEYS	04/24/2012	15.92	15.92	05/16/2012	
	3030A	SHOP KEYS	04/30/2012	25.44	25.44	05/16/2012	
Total 6390:				111.10	111.10		
MEETEETSE SCHOOL							
123413							
	043012	ALUMINUM CAN CONTEST	04/30/2012	30.75	30.75	05/16/2012	
Total 123413:				30.75	30.75		
MEINECKE & SITZ							
126604							
	042612	PROFESSIONAL FEES	04/26/2012	662.00	662.00	05/16/2012	
Total 126604:				662.00	662.00		
MIDWEST FENCE CO							
6650							
	29853	FENCE WIRE	04/11/2012	28.00	28.00	05/16/2012	
Total 6650:				28.00	28.00		
MOTOR PARTS INC							
6820							
	517920	REPAIR PARTS	04/02/2012	35.53	35.53	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	517935	BATTERY	04/02/2012	5.49	5.49	05/16/2012	
	518033	REPAIR PARTS	04/03/2012	48.59	48.59	05/16/2012	
	518183	REPAIR PARTS	04/04/2012	24.51	24.51	05/16/2012	
	518380	BULB	04/05/2012	9.79	9.79	05/16/2012	
	518447	REPAIR PARTS	04/06/2012	133.88	133.88	05/16/2012	
	518524	SUPPLIES	04/06/2012	5.76	5.76	05/16/2012	
	518655	REPAIR PARTS	04/09/2012	37.99	37.99	05/16/2012	
	518660	CREDIT - REPAIR PARTS	04/09/2012	21.52-	21.52-	05/16/2012	
	518794	REPAIR PARTS	04/10/2012	58.30	58.30	05/16/2012	
	519082	REPAIR PARTS	04/12/2012	145.75	145.75	05/16/2012	
	519085	REPAIR PARTS	04/12/2012	19.20	19.20	05/16/2012	
	519155	GREASE GUN FITTINGS	04/12/2012	39.34	39.34	05/16/2012	
	519446	REPAIR PARTS	04/16/2012	2.15	2.15	05/16/2012	
	519523	GREASE AND GLOVES	04/17/2012	13.27	13.27	05/16/2012	
	519561	CHILLER DEGREASER FOR MO	04/17/2012	8.07	8.07	05/16/2012	
	519569	REPAIR PARTS	04/17/2012	19.42	19.42	05/16/2012	
	519721	STAR BITS	04/18/2012	1.06	1.06	05/16/2012	
	519772	STAR BITS	04/19/2012	2.53	2.53	05/16/2012	
	519785	SHOP SUPPLIES	04/19/2012	15.24	15.24	05/16/2012	
	519832	REPAIR PARTS	04/19/2012	6.06	6.06	05/16/2012	
	519919	TOOLS	04/20/2012	13.13	13.13	05/16/2012	
	520081	REPAIR PARTS	04/23/2012	96.59	96.59	05/16/2012	
	520099	CREDIT - REPAIR PARTS	04/23/2012	12.00-	12.00-	05/16/2012	
	520116	REPAIR PARTS	04/23/2012	45.46	45.46	05/16/2012	
	520419	REPAIR PARTS	04/25/2012	24.99	24.99	05/16/2012	
	520632	TOOLS	04/27/2012	4.66	4.66	05/16/2012	
	520788	LOCKING PIN	04/30/2012	7.16	7.16	05/16/2012	
	520837	PAINT	04/30/2012	10.98	10.98	05/16/2012	
Total 6820:				801.38	801.38		
MOULTON FAMILY TRUST							
129365							
	15169222	REFUND CREDIT BALANCE	05/01/2012	43.99	43.99	05/16/2012	
Total 129365:				43.99	43.99		
MOUNTAIN WEST INC							
6930							
	022666	UNIFORMS C06	04/20/2012	23.90	23.90	05/16/2012	
	022681	UNIFORMS	04/24/2012	171.65	171.65	05/16/2012	
	022690	UNIFORMS C18	04/26/2012	65.94	65.94	05/16/2012	
Total 6930:				261.49	261.49		
NORCO, INC.							
128948							
	09668087	SUPPLIES	04/30/2012	10.85	10.85	05/16/2012	
Total 128948:				10.85	10.85		
NORMONT EQUIPMENT COMPANY							
7315							
	2204167	SEWER JET HOSE REPAIR	04/21/2012	117.94	117.94	05/16/2012	
	2204168	BROOMS (SWEEPER)	04/21/2012	370.00	370.00	05/16/2012	
	2204168	HAND TOOLS	04/21/2012	156.00	156.00	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7315:				643.94	643.94		
NORTHWEST PIPE							
7400							
	1934013-1	BRASS FITTINGS	04/17/2012	150.20	150.20	05/16/2012	
	1937425-2	3/4" FIP ball valve w/lockwing	04/23/2012	484.56	484.56	05/16/2012	1140-W
	1937425-2	3/4" CTS comp x FIP ball valve w/	04/23/2012	503.52	503.52	05/16/2012	1145-W
	1940993-1	Saddle Tapping, 6" x 1 1/2"	04/23/2012	120.00	120.00	05/16/2012	1074-W
	1943562	3/4" MIP x Compression Adapter	04/20/2012	151.08	151.08	05/16/2012	1103-W
	1944046	1" Drisco pipe, CTS	04/23/2012	168.00	168.00	05/16/2012	1162-W
	1944501	1" MIP x compression adapter	04/24/2012	178.56	178.56	05/16/2012	1104-W
	1944501	1" Drisco pipe, CTS	04/24/2012	168.00	168.00	05/16/2012	1162-W
	1944501	PARTS	04/24/2012	56.88	56.88	05/16/2012	
	1945259	6" Megalug for PVC, w/acc.	04/25/2012	356.40	356.40	05/16/2012	1290-W
	1945259	4" Megalug for DIP, w/acc	04/25/2012	164.24	164.24	05/16/2012	1301-W
	1945259	ADAPTERS	04/25/2012	300.02	300.02	05/16/2012	
	1945482	ADAPTERS	04/25/2012	300.02	300.02	05/16/2012	
Total 7400:				3,101.48	3,101.48		
O'REILLY AUTOMOTIVE, INC.							
128494							
	3726-182102	FILTER	04/24/2012	25.79	25.79	05/16/2012	
	3726-182105	OIL FILTER	04/24/2012	8.46	8.46	05/16/2012	
	3726-182108	CREDIT FOR FILTER RETURN	04/24/2012	25.79-	25.79-	05/16/2012	
	3726-182166	ENGINE HEATER - B10	04/25/2012	23.15	23.15	05/16/2012	
Total 128494:				31.61	31.61		
OWEN, DON							
125181							
	050212	VOLLEYBALL REFEREE	05/02/2012	100.00	100.00	05/16/2012	
Total 125181:				100.00	100.00		
PARK COUNTY ANIMAL SHELTER							
5120							
	050112	ANIMAL SERVICE CONTRACT	05/01/2012	3,750.00	3,750.00	05/16/2012	
	050112	PAYMENT #31 ON UTILITY PER	05/01/2012	100.00-	100.00-	05/16/2012	
Total 5120:				3,650.00	3,650.00		
PARK COUNTY CIRCUIT COURT							
128493							
	050112	CV-2011-309	05/01/2012	262.00	262.00	05/01/2012	
Total 128493:				262.00	262.00		
PARK COUNTY LANDFILL							
129053							
	043012	LANDFILL CHARGES	04/30/2012	42.00	42.00	05/16/2012	
	043012	LANDFILL CHARGES	04/30/2012	68,073.00	68,073.00	05/16/2012	
Total 129053:				68,115.00	68,115.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
PARK COUNTY READY MIX							
7730							
	42581	NEW RECYCLING BUILDING	03/27/2012	418.18	418.18	05/16/2012	
	42625	NEW RECYCLING BUILDING	04/03/2012	41.50	41.50	05/16/2012	
	42666	CONCRETE	04/10/2012	186.03	186.03	05/16/2012	
	42676	CONCRETE	04/12/2012	93.13	93.13	05/16/2012	
	42705	SAND SLURRY	04/17/2012	209.48	209.48	05/16/2012	
	42715	SAND SLURRY	04/19/2012	1,251.84	1,251.84	05/16/2012	
Total 7730:				2,200.16	2,200.16		
PARK COUNTY SHERIFF							
7740							
	043012	INCARCERATION - APRIL	04/30/2012	630.00	630.00	05/16/2012	
Total 7740:				630.00	630.00		
PARK COUNTY WEED AND PEST							
7770							
	20120249	WEED SPRAYING	04/23/2012	121.56	121.56	05/16/2012	
Total 7770:				121.56	121.56		
PEAKS TO PRAIRIE REALTY LLC							
129370							
	16170015	UTILITY REFUND	05/07/2012	144.41	144.41	05/16/2012	
Total 129370:				144.41	144.41		
POWELL TRIBUNE							
8090							
	043012	ADVERTISING	04/30/2012	355.00	355.00	05/16/2012	
Total 8090:				355.00	355.00		
PRO-BUILD							
128149							
	916816	15TH ST BUILDING PROJECT	03/05/2012	37.99	37.99	05/16/2012	
	917253	CREDIT	03/09/2012	71.91-	71.91-	05/16/2012	
	917440	15TH ST BUILDING PROJECT	03/13/2012	76.15	76.15	05/16/2012	
	917519	TIE DOWN	03/14/2012	11.19	11.19	05/16/2012	
	917520	15TH ST BUILDING PROJECT	03/14/2012	105.13	105.13	05/16/2012	
	917522	CREDIT	03/14/2012	4.01-	4.01-	05/16/2012	
	917574	15TH ST BUILDING PROJECT	03/14/2012	5.94	5.94	05/16/2012	
	917888	15TH ST BUILDING PROJECT	03/19/2012	489.98	489.98	05/16/2012	
	918766	15TH ST BUILDING PROJECT	03/28/2012	38.99	38.99	05/16/2012	
	918872	2 X 4 STRAIGHT EDGE	03/29/2012	3.70	3.70	05/16/2012	
	918909	15TH ST BUILDING PROJECT	03/29/2012	83.50	83.50	05/16/2012	
	919039	15TH ST BUILDING PROJECT	03/30/2012	22.99	22.99	05/16/2012	
Total 128149:				799.64	799.64		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	050112	PREMIUMS	05/01/2012	216.20	216.20	05/07/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128033:				216.20	216.20		
PURCHASE ADVANTAGE CARD							
430							
	024419	ASAP	04/24/2012	17.76	17.76	05/16/2012	
	027184	BIRTHDAY PARTIES - REC CEN	04/27/2012	16.99	16.99	05/16/2012	
	028022	SODA	04/28/2012	3.75	3.75	05/16/2012	
Total 430:				38.50	38.50		
QUALITY DRYWALL							
129359							
	041912	DRYWALL NEW RECYCLE CEN	04/19/2012	1,300.00	1,300.00	05/16/2012	
Total 129359:				1,300.00	1,300.00		
RENO COLLISION							
123592							
	51703	ACCIDENT DAMAGE TO B13	04/30/2012	1,719.16	1,719.16	05/16/2012	
Total 123592:				1,719.16	1,719.16		
ROCKY MOUNTAIN POWER							
7570							
	042312	UTILITIES	04/23/2012	40.14	40.14	05/16/2012	
	042312	UTILITIES	04/23/2012	202.16	202.16	05/16/2012	
	042712	UTLITIES	04/27/2012	450.04	450.04	05/16/2012	
	042712	UTLITIES	04/27/2012	994.16	994.16	05/16/2012	
Total 7570:				1,686.50	1,686.50		
SANDERS, RAY							
129280							
	050112	REIMBURSE FOR PASSENGER	05/01/2012	20.00	20.00	05/16/2012	
	050112	REIMBURSE FOR PASSENGER	05/01/2012	40.00	40.00	05/16/2012	
Total 129280:				60.00	60.00		
SCHOENING, WILLIAM D							
123147							
	050212	VOLLEYBALL REFEREE	05/02/2012	150.00	150.00	05/16/2012	
Total 123147:				150.00	150.00		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	050112	SMP WATER PURCHASE - APRI	05/01/2012	106,175.98	106,175.98	05/16/2012	
Total 9130:				106,175.98	106,175.98		
SHOSHONE OFFICE SUPPLY							
9140							
	0088519	PRINT CARTRIDGE	04/29/2012	56.99	56.99	05/16/2012	
	0088649	CALCULATOR	04/23/2012	84.36	84.36	05/16/2012	
	0088670	LOCKING CASH BAGS	04/20/2012	161.94	161.94	05/16/2012	
	0088689	TONER	04/21/2012	79.99	79.99	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	0088689	TONER	04/21/2012	79.99	79.99	05/16/2012	
	0088689	TONER	04/21/2012	79.99	79.99	05/16/2012	
	0088711	SUPPLIES	04/26/2011	19.00	19.00	05/16/2012	
	0088722	FOLDERS	04/30/2012	19.19	19.19	05/16/2012	
	0088737	MATERIALS & SUPPLIES	05/11/2012	19.19	19.19	05/16/2012	
	0088779	FOLDERS	04/26/2012	5.99	5.99	05/16/2012	
	0088787	SUPPLIES	04/27/2012	25.44	25.44	05/16/2012	
	0088824	OFFICE SUPPLIES	05/02/2012	8.16	8.16	05/16/2012	
	0088846	OFFICE SUPPLIES	05/04/2012	6.17	6.17	05/16/2012	
Total 9140:				646.40	646.40		
SKINNER, ANTHONY							
129367							
	14301030	REFUND CREDIT BALANCE	05/01/2012	15.92	15.92	05/16/2012	
Total 129367:				15.92	15.92		
SKINNER, TONYA							
123304							
	050212	VOLLEYBALL REFEREE	05/02/2012	25.00	25.00	05/16/2012	
Total 123304:				25.00	25.00		
STATE LANDS & INVESTMENTS OFF							
125227							
	060112	PAYOFF OF DWSRF LOAN #032	05/01/2012	2,676.19	2,676.19	05/16/2012	
	060112	PAYOFF OF DWSRF LOAN #032	05/01/2012	97,194.91	97,194.91	05/16/2012	
Total 125227:				99,871.10	99,871.10		
STROUPE PEST CONTROL CO							
9635							
	050112	PEST CONTROL -SHOP	05/01/2012	41.50	41.50	05/16/2012	
	050112	PEST CONTROL - SHOP	05/01/2012	20.75	20.75	05/16/2012	
	050112	PEST CONTROL - SHOP	05/01/2012	20.75	20.75	05/16/2012	
	050112-CH	PEST CONTROL - CITY HALL	05/01/2012	60.00	60.00	05/16/2012	
Total 9635:				143.00	143.00		
SUNSET ELEMENTARY SCHOOL							
123408							
	043012	ALUMINUM CAN CONTEST	04/30/2012	35.25	35.25	05/16/2012	
Total 123408:				35.25	35.25		
THE UPS STORE							
6240							
	4187	EVIDENCE SHIPPING	05/07/2012	9.42	9.42	05/16/2012	
Total 6240:				9.42	9.42		
TOMKINSON, LOUISE							
129224							
	050312	PARTIAL REFUND OF LANDSC	05/03/2012	200.00	200.00	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129224:				200.00	200.00		
TRIPLE L SALES							
9980							
	I-21431	REPAIR SPRINKLERS	05/02/2012	44.75	44.75	05/16/2012	
	I-21464	REPAIR SPRINKLERS	05/03/2012	1.74	1.74	05/16/2012	
Total 9980:				46.49	46.49		
UNUM LIFE INS - LTD							
127843							
	050112	LONG TERM DISABILITY - PRE	05/01/2012	2,423.34	2,423.34	05/01/2012	
Total 127843:				2,423.34	2,423.34		
UNUM LIFE INSURANCE - LIFE							
127935							
	050112	PREMIUM	05/01/2012	1,395.47	1,395.47	05/01/2012	
Total 127935:				1,395.47	1,395.47		
VALLEY SCHOOL							
123412							
	043012	ALUMINUM CAN CONTEST	04/30/2012	23.50	23.50	05/16/2012	
Total 123412:				23.50	23.50		
VAN DIEST SUPPLY CO.							
10225							
	116986	WEED CONTROL	04/23/2012	662.00	662.00	05/16/2012	
Total 10225:				662.00	662.00		
VERIZON							
124442							
	1077123872	CELL PHONE SERVICE	04/20/2012	1,497.34	1,497.34	05/16/2012	
	1077123872	POLICE WIRELESS DEVICES	04/20/2012	90.06	90.06	05/16/2012	
Total 124442:				1,587.40	1,587.40		
VISA							
10280							
	MAY 3444	MEETING EXPENSE - MAYOR	05/02/2012	14.54	14.54	05/16/2012	
	MAY 3444	MEETING EXPENSE - MAYOR	05/02/2012	29.54	29.54	05/16/2012	
	MAY 3444	MEETING EXPENSE - MAYOR	05/02/2012	33.14	33.14	05/16/2012	
	MAY 7438	HARD DRIVES FOR ICOP SERVI	05/02/2012	633.79	633.79	05/16/2012	
	MAY 7933	TRAVEL EXPENSE - BERT PON	05/02/2012	33.03	33.03	05/16/2012	
	MAY 7933	TRAVEL EXPENSE - BERT PON	05/02/2012	6.04	6.04	05/16/2012	
	MAY 8385	FIREARMS PARTS - PD	05/02/2012	157.96	157.96	05/16/2012	
	MAY 8385	UNIFORMS - PD	05/02/2012	94.57	94.57	05/16/2012	
	MAY 8385	UNIFORMS - PD	05/02/2012	56.15	56.15	05/16/2012	
	MAY 8401	CHAIR - ADMIN	05/02/2012	230.32	230.32	05/16/2012	
	MAY 8401	EMPLOYEE RECOGNITION - AD	05/02/2012	73.45	73.45	05/16/2012	
	MAY 8401	ADVERTISING	05/02/2012	149.00	149.00	05/16/2012	
	MAY 8419	ZUMBA FITNESS - REC	05/02/2012	30.00	30.00	05/16/2012	
	MAY 8468	TRAVEL EXPENSE - STREETS	05/02/2012	45.83	45.83	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	MAY 8468	UNIFORMS - CREDIT - ELEC	05/02/2012	217.50-	217.50-	05/16/2012	
	MAY 8468	TRAVEL EXPENSE - STREETS	05/02/2012	33.60	33.60	05/16/2012	
	MAY 8468	TRAVEL EXPENSE - STREETS	05/02/2012	95.67	95.67	05/16/2012	
	MAY 8468	TRAVEL EXPENSE - STREETS	05/02/2012	46.30	46.30	05/16/2012	
	MAY 8824	TRAVEL EXPENSE - WATER DE	05/02/2012	106.64	106.64	05/16/2012	
	MAY 8824	TRAVEL EXPENSE - WATER DE	05/02/2012	106.65	106.65	05/16/2012	
	MAY 9433	TRAVEL /TRAINING EXPENSE -	05/02/2012	556.50	556.50	05/16/2012	
	MAY 9433	AQUATICS PROGRAM	05/02/2012	194.00	194.00	05/16/2012	
	MAY 9433	AQUATICS PROGRAM/ TRAININ	05/02/2012	135.00	135.00	05/16/2012	
	MAY 9433	AQUATICS PROGRAM/ TRAININ	05/02/2012	85.22	85.22	05/16/2012	
	MAY 9433	TRAVEL /TRAINING EXPENSE -	05/02/2012	78.94	78.94	05/16/2012	
	MAY 9433	TRAVEL /TRAINING EXPENSE -	05/02/2012	59.68	59.68	05/16/2012	
	MAY 9433	TRAVEL /TRAINING EXPENSE -	05/02/2012	108.47	108.47	05/16/2012	
	MAY 9433	TRAVEL /TRAINING EXPENSE -	05/02/2012	29.98	29.98	05/16/2012	
	MAY 9433	TRAVEL /TRAINING EXPENSE -	05/02/2012	58.63	58.63	05/16/2012	
	MAY 9433	TRAVEL /TRAINING EXPENSE -	05/02/2012	63.98	63.98	05/16/2012	
	Total 10280:			3,129.12	3,129.12		
WAL MART COMMUNITY BRC							
10330							
	01290	ASAP	04/25/2012	122.62	122.62	05/16/2012	
	05293	COMMAND TRAILER SUPPLIES	04/13/2012	112.00	112.00	05/16/2012	
	06052	IPAD CASES	05/02/2012	239.64	239.64	05/16/2012	
	07076	HERSHEY TRACK	05/01/2012	35.92	35.92	05/16/2012	
	07077	TINY TOTS	05/01/2012	152.25	152.25	05/16/2012	
	07334	REC CENTER PROGRAMS - AQ	04/26/2012	52.56	52.56	05/16/2012	
	07350	OFFICE / SQUAD ROOM SUPPL	04/26/2012	222.06	222.06	05/16/2012	
	08775	PAPER PLATES	04/23/2012	5.97	5.97	05/16/2012	21000
	08775	Chips	04/23/2012	19.76	19.76	05/16/2012	20031
	08775	Hot Dogs	04/23/2012	13.96	13.96	05/16/2012	20053
	08775	Ramen Soup	04/23/2012	13.08	13.08	05/16/2012	20050
	08775	GATORAID	04/23/2012	5.98	5.98	05/16/2012	20008
	08775	Fruit Snacks	04/23/2012	7.48	7.48	05/16/2012	20026
	08775	Snack Cakes	04/23/2012	41.44	41.44	05/16/2012	20027
	08775	Pizza	04/23/2012	38.50	38.50	05/16/2012	20045
	08775	KETCHUP	04/23/2012	1.68	1.68	05/16/2012	23000
	08775	SUGAR MIX	04/23/2012	11.48	11.48	05/16/2012	20129
	08776	TISSUES	04/23/2012	5.86	5.86	05/16/2012	
	09879	OFFICE / SQUAD ROOM SUPPL	05/02/2012	210.83	210.83	05/16/2012	
	Total 10330:			1,313.07	1,313.07		
WARNE CHEMICAL & EQUIPMENT CO							
123358							
	73814	WEED SPRAYING EQUIP. & SU	04/20/2012	265.90	265.90	05/16/2012	
	73814	WEED SPRAYING EQUIP. & SU	04/20/2012	880.00	880.00	05/16/2012	
	73814	WEED SPRAYING EQUIP. & SU	04/20/2012	78.23	78.23	05/16/2012	
	Total 123358:			1,224.13	1,224.13		
WEBSTER MOTORS, INC							
10460							
	8373	WINDOW A26	04/02/2012	814.91	814.91	05/16/2012	
	8398	PANEL CLIPS A15	04/06/2012	8.12	8.12	05/16/2012	
	8460	ORING A11	04/24/2012	17.54	17.54	05/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10460:				840.57	840.57		
WESCO DISTRIBUTION INC							
10480							
	630969	SYSTEM EXPANSION	04/19/2012	179.68	179.68	05/16/2012	
Total 10480:				179.68	179.68		
WESTERN PATHOLOGY CONSULT							
10570							
	CP1673	RANDOM TESTING - PD	04/30/2012	90.00	90.00	05/16/2012	
	CP1673	RANDOM TESTING - ELEC	04/30/2012	31.50	31.50	05/16/2012	
	CP1673	RANDOM TESTING - STREETS	04/30/2012	40.50	40.50	05/16/2012	
	CP1673	RANDOM TESTING - SHOP	04/30/2012	4.50	4.50	05/16/2012	
	CP1673	RANDOM TESTING - SANITATIO	04/30/2012	31.50	31.50	05/16/2012	
	CP1673	RANDOM TESTING - WATER	04/30/2012	22.50	22.50	05/16/2012	
	CP1673	RANDOM TESTING - WASTE W	04/30/2012	13.50	13.50	05/16/2012	
	CP1673	RANDOM TESTING - REC	04/30/2012	27.00	27.00	05/16/2012	
Total 10570:				261.00	261.00		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4021242	BLACKBURN PUD	04/24/2012	590.00	590.00	05/16/2012	
Total 10605:				590.00	590.00		
WINGFOOT COMMERCIAL TIRE							
124261							
	176-1033307	TIRES - A04	04/16/2012	470.90	470.90	05/16/2012	
Total 124261:				470.90	470.90		
WOMACK MACHINE SUPPLY CO.							
128944							
	0101968	COUPLING, QUICK	04/02/2012	130.30	130.30	05/16/2012	HYD. FF-501-08FP
	0101968	COUPLING, QUICK	04/02/2012	56.70	56.70	05/16/2012	HYD. FF-502-08-F
	0101968	HYD. 3903-16-16	04/02/2012	21.60	21.60	05/16/2012	HYD. 3903-16-16
	0101968	coupler, quick	04/02/2012	137.00	137.00	05/16/2012	HYD. FC-752-12FP
	0101968	FREIGHT	04/02/2012	7.80	7.80	05/16/2012	
Total 128944:				353.40	353.40		
WORKERS COMPENSATION DIV							
10670							
	050112	CONTRIBUTIONS	05/01/2012	12,493.00	12,493.00	05/01/2012	
	050112	CONTRIBUTIONS	05/01/2012	23.12	23.12	05/01/2012	
	050112	CONTRIBUTIONS	05/01/2012	523.98	523.98	05/01/2012	
Total 10670:				13,040.10	13,040.10		
WY CHILD SUPPORT #167207							
127631							
	040312	CHILD SUPPORT #167207/CV 1	05/01/2012	159.23	159.23	05/01/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127631:				159.23	159.23		
WYOMING RETIREMENT SYSTEM							
10950							
	050112	CONTRIBUTIONS -	05/01/2012	59,082.44	59,082.44	05/01/2012	
Total 10950:				59,082.44	59,082.44		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	050112	MAY FUNDING	05/01/2012	15,679.92	15,679.92	05/16/2012	
Total 11150:				15,679.92	15,679.92		
Grand Totals:				501,938.40	501,872.10		

Payroll 5-9-12 \$221,757.74

Grand Total \$723,629.84

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

MEETING DATE: MAY 15, 2012

DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES

PREPARED BY: DOYLE STOUT

PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

CHS graduation request for Cody Auditorium & Kitchen

ACTION TO BE TAKEN:

Request City Council sponsors the CHS Graduation Party breakfast in the Club Room and Kitchen.

SUMMARY OF INFORMATION:

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

The Parents of the Class of 2012 would like to provide a breakfast for the graduates at the Cody Auditorium which they would prepare in the Cody Club Room Kitchen. Breakfast would be served at 4 a.m. and cleanup would conclude before 6 a.m. The CHS Graduation Committee previously approached Council on February 21, 2012, for assistance with the rental of the Recreation Center and a staff member. At that time Council approved \$800.00 expenditure for this event. The event will take place on the morning of May 27, 2012

FISCAL IMPACT

There are additional expenses to the City with this request. The additional rental fees are itemized below and equate to an additional \$554.50. No City staff expenses would be involved in the rental of these facilities.

- Auditorium rental \$375.00
- Kitchen rental \$100.00
- Table rental (25) \$ 43.75 (50% reduced fees based on group setting up and tearing down)
- Chair rental (13 dozen) \$ 35.75 (50% reduced fees based on group setting up and tearing down)

Total \$554.50

ALTERNATIVES

1. Approve paying for the event from Council contingency fund, in an amount not to exceed \$554.50.
2. Do not sponsor the event but instead waive the fee.
3. Deny the request
4. Fund a different amount approved by City Council.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

Doyle Stout, Recreation Supervisor

Jackie Colburn, CHS food coordinator for class of 2012

AGENDA ITEM NO. _____



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340



John F. Cox
Director

April 9, 2012

Steve Payne
Public Works Director
City of Cody
PO Box 2200
Cody, WY 82414

Project: B115089
Town/Road: District 5
Section: Sign Lighting
County: Big Horn

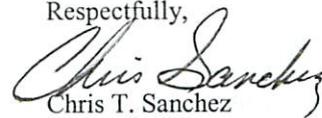
Mr. Payne

Enclosed are two (2) service agreements for the City of Cody, to provide electrical service on the above captioned project. As specified by Items 5.c. and d., please attach your detailed estimate of **Construction Cost (Exhibit "B")** and **Plan/Staking Sheets (Exhibit "A")** to these agreements. Also, fill out and return the "maximum fault current" form as soon as values are known. Please complete both copies of the agreement and with attachments return them to me at your earliest convenience.

Prior to beginning your work, please contact our Resident Engineer in Cody, Todd Frost, tel. (307) 587-2220, to inform him of your schedule, so that he may monitor your work activities for his completion report and coordinate your activities with those of our contractor.

Please find enclosed the required data necessary for **Exhibit "A"**, **Exhibit "B"** & **"As Constructed Plans"** for detailing the work leading up to WYDOT facilities. Please provide **offset measurements** to your facilities from either the centerline of the roadway and/or the nearest Right-of-Way line. Upon completion of work be sure to submit **"As Constructed Plans"** detailing the work leading up to and on WYDOT right-of-way. This agreement along with **"As Constructed Plans"** and all other exhibits will become your official utility document on file at WYDOT. Your immediate attention to this matter is greatly appreciated. If you have any questions and/or concerns contact this office.

Respectfully,


Chris T. Sanchez
Assistant Utilities Officer
(307) 777-4176
Chris.Sanchez@wyo.gov

Enclosed: Utility Agreement for Providing Electrical Service (2), Fault Current Form (1)

Letter Only: Ron Huff, P. E., District Maintenance Engineer, WYDOT, Basin
Todd Frost, P.E., Resident Engineer, WYDOT, Cody
Chuck Teasley, Traffic, WYDOT, Cheyenne
Cheryl Packard, Maintenance Technician, WYDOT, Cheyenne

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

Items required by WYDOT to complete documents for project:

Below is a list of required data necessary for Exhibit "A", Exhibit "B" & "As Constructed Plans" detailing the work leading up to WYDOT facilities. This Data and all other exhibits will become part of your official utility document on file at WYDOT. If you have any questions and/or concerns please contact The Utilities Section.

Construction of Facility and Cost Estimates:

Company agrees to construct a utility service to the designated service point location(s) as requested and shown on WYDOT's Plans.

Estimate of Construction Cost:

Company agrees to supply an estimate of construction cost of sufficient detail, showing major cost items including but not limited to labor, materials, over-head, engineering, acquisition cost for right-of-way, etc. This estimate, shall be designated Exhibit "B" and made a part of the Agreement. (Costs shall be minus the value of any betterments installed by the Utility and minus the value of materials salvaged by the Utility for return to storage or for sale to others)

Plan/Staking Sheet:

Company shall provide plan sheets and/or staking sheets showing the proposed facilities leading up to and placed within WYDOT's right-of-way. These sheets, shall be designated Exhibit "A" and made a part of the Agreement. Upon completion of the proposed work, the Company shall submit to WYDOT "As-Constructed" plans showing the actual location of the facilities leading up to and placed within WYDOT's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the following requirements.

Plan View Requirements:

- ❖ Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- ❖ Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed.
- ❖ Proposed facility alignment with offset distances from either the roadway centerline or right-of-way line.
- ❖ Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- ❖ Proposed locations of all support appurtenances such as pedestals, junction boxes, line marker, guys and anchors, etc.
- ❖ Size and/or capacity of the proposed facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), etc.
- ❖ Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new facility so that it is easily recognizable for someone reading the drawing(s).
- ❖ Legal description: Section, Township, and Range with North Arrow (NAD 83 Coordinates may be use in addition to other requirements but not as a substitute).
- ❖ Reference new facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- ❖ All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

Aerial/Buried Highway Cross Section:

- ❖ Low sag design clearance above the high point of the roadway.
- ❖ Existing or proposed under-built facilities, including those by others.
- ❖ Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.
- ❖ Cross section view of the highway right-of-way at the crossing, showing the depth of the facility relative to natural ground, roadway drainage ditch, and the roadway template.
- ❖ If casing pipe or conduit is used, indicate by dimension where the casing will end.
- ❖ If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of WYDOT supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Please contact WYDOT for availability of paper plans and/or electronic design files.

In order to comply with 2011 NEC requirements for labeling fault currents on service equipment, WYDOT requests the **maximum fault current that the utility may provide in the event of a bolted fault (power lines shorting together and to ground) on the secondary side of your step down transformer.** WYDOT understands accurate data may not be available until the type of transformer is known as well as the location of any upstream cut outs. WYDOT will label WYDOT owned service point equipment once this data is known.

Project #:B115089
Project:District 5
Section:Sign Lighting
SP:7

Maximum fault current for this service point is: 1477 AMPS P-G 1596 AMPS P-P

Robert A. Grand P.E.
Utility Representative Signature

4/19/12
Date

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

**AGREEMENT
FOR
PROVIDING ELECTRIC SERVICE**

**Project: B115089
Town/Road: District 5-Various Locations
Section: Sign Lighting
County: Park**

1. Parties.

The parties to this Agreement are CITY OF CODY, hereinafter referred to as Utility, whose address is 1338 Rumsey Ave, Cody, WY 82414, and the TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION, hereinafter referred to as Agency, whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340.

2. Purpose of Agreement.

The Agency is planning the construction of sign lighting, located at mile marker 54.55 on U.S. 14/16 on property acquired by the Agency for said facility; and the Agency will require electric service as described below, provided by the Utility at a service point location shown in the Agency's plans, designated Exhibit "D," which is attached and made a part of this Agreement.

3. Term of Agreement and Required Approvals.

This Agreement is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. Payment.

The Agency will prepay the Utility for estimated expenses outlined in Section 5. *Responsibilities of Utility*. The Agency's payment shall only cover those expenses estimated by the Utility in providing electrical service in the capacity indicated in Section 5. *Responsibilities of Utility*. Should the Utility's construction allow for future expansion of the Utility's system or provide service to others, the final billing shall show how the charges to the Agency were prorated.

5. Responsibilities of Utility.

a. Capacity Required.

120 / 240 VAC, 1-PHASE, 3-WIRE, 2 AWG THWN, 125A BUS, 100A MAIN C.B.

b. Construction of Facility and Cost Estimates.

The Utility agrees to construct a powerline to the designated service point location(s) as shown on the Agency's Plans.

c. Estimate of Construction Cost.

The Utility agrees to attach hereto an estimate of construction cost of sufficient detail, showing major cost items including labor, materials, overhead, engineering, acquisition cost for right-of-way, etc. This detailed estimate shall be designated Exhibit "B," which is attached and made a part of this Agreement.

d. Plan/Staking Sheet.

The Utility shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way. This plan sheet, shall be designated Exhibit "A" and made a part of this Agreement. Upon completion of the proposed work, the Utility shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed.
- Proposed facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

e. Adjacent Powerlines.

When powerlines of sufficient capacity are located immediately adjacent to the Agency's construction site, any of the non-applicable items and steps listed in Section 5. *Responsibilities of Utility* may be eliminated.

f. Temporary Power for Construction.

Should the Agency's contractor require service during the construction of the Agency's facility, the Utility agrees to provide a meter and hook-up for use by the contractor and shall bill the contractor for the meter and the power consumed. Upon completion of the construction work, the Agency's contractor shall request the termination of service and removal of the meter.

g. Compliance with Standards.

The work performed by the Utility or its contractor under this Agreement shall in all respects be in compliance with applicable industry standards, as well as State or Federal codes and regulations.

6. Responsibilities of Agency.

a. Construction of Service Connection.

The Agency will arrange for the construction and inspection of the service connection from the service point to the facility's electrical panel.

b. Grant of Right.

The Agency hereby grants to the Utility permission to occupy the highway right-of-way for the purpose of providing electrical service in the capacity described herein. The Agency does not convey an exclusive right or strip of land of specific width to the Utility in accordance with WYDOT Utility Accommodation Regulation, Chapter 4, Section 2, *Grant of Right*. The Agency further agrees to reimburse the Utility for the relocation or adjustment of said facilities should such work be required by future Agency projects.

c. Notification.

The Agency's Engineer or his representative shall notify the Utility when the new facility is to be connected to the electric service with all future billing sent to the Agency's Accounting Branch at 5300 Bishop Boulevard, Cheyenne, WY 82009.

7. General Provisions.

a. Ambiguities.

The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

b. Amendments.

Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

c. Americans with Disabilities Act.

The Utility shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and any properly promulgated rules and regulations related thereto.

d. Applicable Law/Venue.

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

e. Assignment/Agreement Not Used as Collateral.

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Utility shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, *without the prior written permission of the Agency*.

- f. Assumption of Risk.**
The Utility shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Utility's failure to comply with state or federal requirements. The Agency shall notify the Utility of any state or federal determination of noncompliance.
- g. Audit/Access to Records.**
The Agency and any of its representatives shall have access to any books, documents, papers, and records of the Utility which are pertinent to this Agreement.
- h. Availability of Funds.**
Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Utility, the contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Utility at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Agreement to acquire similar services from another party.
- i. Award of Related Agreements.**
The Agency may undertake or award supplemental or successor Agreements for work related to this Agreement. The Utility shall cooperate fully with other contractors and the Agency in all such cases.
- j. Certificate of Good Standing.**
Utility shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and worker' compensation programs prior to performing work under this Agreement.
- k. Compliance with Laws.**
The Utility shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- l. Entirety of Agreement**
This Agreement, consisting of eight (8) pages, and the attached Exhibits consisting of the pages stamped thereon, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and Agreements, whether written or oral.

m. Indemnification.

The Utility shall indemnify, defend and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Utility's failure to perform any of Utility's duties and obligations hereunder or in connection with the negligent performance of Utility's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Utility's malpractice.

n. Independent Contractor.

The Utility shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The Utility shall assume sole responsibility for any debts or liabilities that may be incurred by the Utility in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Utility or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Utility agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Utility or the Utility's agents and/or employees as a result of this Agreement.

o. Kickbacks.

The Utility certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Utility breaches or violates this warranty, the Agency may, at its discretion, terminate this Agreement without liability to the Agency, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

p. Nondiscrimination.

The Utility shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. The Utility shall not discriminate against any individual on the grounds of age, sex, color, race, religion, nation origin or disability in connection with the performance of this Agreement. The Utility shall include the provisions of this section in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

q. Notices.

All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, or delivery in person.

- r. Proof of Insurance.**
The Utility shall not commence work on this Agreement until the Utility has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Utility. The Utility's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- s. Service Contracts/Agreements.**
The Utility may attach any Service Contracts and/or Agreements, as may be required by the Utility's normal operation procedure, to this Agreement. They shall be designated Exhibit "C" which is attached and made a part of this Agreement.
- t. Sovereign Immunity.**
The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- u. Taxes.**
The Utility shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes
- v. Termination of Agreement.**
This Agreement may be terminated, without cause, by the Agency upon sixty (60) days written notice. This Agreement may be terminated immediately for cause if the Utility fails to perform in accordance with the terms of this Agreement.
- w. Third-Party Beneficiary Rights.**
The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- x. Titles Not Controlling.**
Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

y. Waiver

The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

8. Signatures.

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

This Agreement is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

UTILITY

Name, Title _____
Date

AGENCY

John F. Cox, Director, Wyoming Department of Transportation _____
Date

ATTEST:
(Seal)

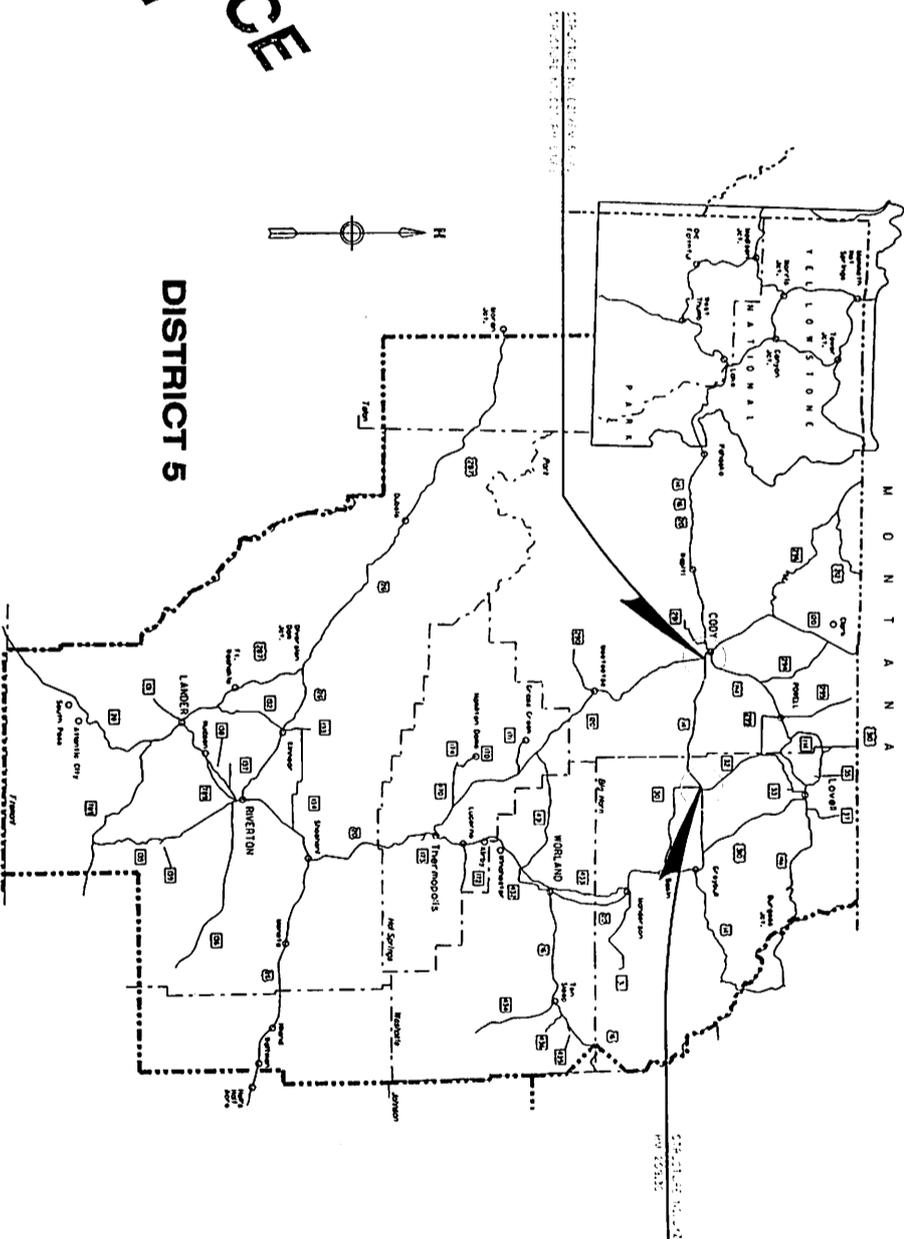
BY: _____
Sandra J. Scott, Secretary, Transportation Commission of Wyoming

INDEX OF SHEETS

STATE OF WYOMING
 WYOMING DEPARTMENT OF TRANSPORTATION

DISTRICT 5

**SIGN LIGHTING / FLASHING BEACONS
 BIG HORN, PARK, WASHAKIE, HOT SPRINGS
 & FREMONT COUNTIES**



**REFERENCE
 ONLY**

LENGTH IN FEET	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
60000	SSP-TO 0.0 B115089	1	80

APPROVED:

Walter A. McQuinn
 CHIEF ENGINEER
 DATE 03-23-2012

DESIGNED BY TRAFFIC PROGRAM



LEGEND:

NOTE: ALL SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY USED.

- | | |
|--|---|
| ■ EXISTING PULL BOX | ○ OVERHEIGHT DETECTOR |
| □ NEW PULL BOX TYPE A | ☎ COMMUNICATION ANTENNA |
| ▣ NEW PULL BOX TYPE B | ⊗ SPANWIRE AND WOOD POLE INTALLATION |
| ▤ NEW PULL BOX RB | ⊕ ROADWAY LUMINAIRE(COBRA HEAD)W/MASTARW |
| ▥ NEW PULL BOX TYPE S | ➡ ROADWAY LUMINAIRE WITH TENON MOUNT |
| ○ DRILLED SHAFT FOUNDATION 24" | ● ROADWAY LIGHTING UNIT |
| ⊙ DRILLED SHAFT FOUNDATION 30" | ○ EXISTING LIGHTING UNIT |
| ⊗ DRILLED SHAFT FOUNDATION 36" | ● COMPLETE 4 HEAD HIGH MAST LIGHTING UNIT |
| ⊕ FIBERGLASS LUMINAIRE POLE | ● COMPLETE 6 HEAD HIGH MAST LIGHTING UNIT |
| ● EXISTING FOUNDATION | ● COMPLETE 8 HEAD HIGH MAST LIGHTING UNIT |
| --- CONDUIT RIGID PVC | ● OVERHEAD STRUCTURE |
| ▭ CONDUIT TO BE BORED | ○ STRUCTURE TO BE REMOVED |
| --- EXISTING CONDUIT | → OVERHEAD SIGN LUMINAIRE & BRACKET |
| ----- TRENCHING AND BACKFILLING | ⚡ ROAD CLOSURE SWING GATE |
| ⌚ HIGH MAST LIGHTING CONTROLLER CABINET | ○ EXISTING ROAD CLOSED DROP GATE ASSEMBLY |
| ⌚ TRAFFIC SIGNAL CONTROLLER CABINET | ● ROAD CLOSED DROP GATE ASSEMBLY |
| ⌚ OVERHEIGHT DETECTION CONTROL CABINET | ⊗ REMOVE ROAD CLOSURE SWING GATE |
| ⌚ DMS BATTERY CABINET | ■ WOOD POST W/SAFETY SWITCH |
| ⌚ OPEN CLOSED BLANKOUT SIGN CABINET | ⚡ 1 POST FLASHING BEACON SIGN |
| ⌚ ITS CABINET | ⚡ 2 POST FLASHING BEACON SIGN |
| ➡ VEHICLE SIGNAL INDICATION W/BACK PLATE | ▲ SUBSURFACE SENSOR |
| ➡ VEHICLE SIGNAL INDICATION | ★ SURFACE SENSOR |
| ➡ 5 SECTION VEHICLE SIGNAL INDICATION W/BACK PLATE | ⊙ EXISTING SURFACE SENSOR |
| ▭ PEDESTRIAN SIGNAL INDICATION | ▭ BLANKOUT SIGN |
| ▭ ACTUATED PEDESTRIAN SIGNAL INDICATION | ▭ 2-LINE DYNAMIC MESSAGE SIGN |
| ➡ LOOP ENTRANCE POINT | ▭ 3 LINE OVERHEAD DYNAMIC MESSAGE SIGN |
| ▭ LOOP DETECTOR | ○ CANTILEVERED MOUNT BLANKOUT SIGN W/FLASHING BEACONS |
| ● MICROLOOP DETECTOR | △ RWIS |
| 📹 WEB CAMERA | ☀ HAR |
| 📹 MICROWAVE DETECTOR | ⚙ COMMUNICATION TOWER |
| 📹 VIDEO DETECTOR | ⬡ SIGNAL POLE IDENTIFICATION SYMBOL |
| ○ SERVICE POINT | ○ SIGNAL IDENTIFICATION SYMBOL |
| ● EXISTING SERVICE POINT | △ LIGHTING UNIT IDENTIFICATION SYMBOL |
| ☀ SOLAR SERVICE POINT | ⬡ ROAD CLOSED SIGN IDENTIFICATION SYMBOL |
| ▣ TRANSFORMER | ○ HAR IDENTIFICATION SYMBOL |
| ▣ TELEPHONE PEDESTAL | + EQUIPMENT TO BE REMOVED |
| ▣ TELEPHONE DEMARK | ⊙ POWER POLE |
| ▣ JUNCTION BOX | ⚡ FLAG NOTE SYMBOL |

ELECTRICAL SHEET INDEX

E0	LEGEND & GENERAL NOTES
E1	ELECTRICAL LAYOUTS
E2	ELECTRICAL SCHEDULES
E3	ELECTRICAL DETAILS

GENERAL NOTES:

- ALL SERVICE POINTS TO MEET CURRENT WYDOT STANDARDS. REMOVED SERVICE EQUIPMENT TO BECOME THE PROPERTY OF THE CONTRACTOR, WITH THE EXCEPTION OF THE POWER COMPANY METERS.
- COORDINATE ALL SERVICE POINT WORK WITH THE SERVICING UTILITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE LOCAL ELECTRICAL INSPECTOR FOR ANY "HOME RULE" THAT MAY APPLY TO, AND/ OR AFFECT THE TIMELY INSTALLATION OF THE ELECTRICAL SYSTEM.
- CONTRACTOR TO ADHERE TO THE NEC 2005 ARTICLE 110.12 "MECHANICAL EXECUTION OF WORK".
- PERFORM ALL WORK UNDER TRAFFIC. PROVIDE CONTINUOUS ACCESS TO ALL ADJACENT LANDOWNERS AND BUSINESS ESTABLISHMENTS AT THE EXISTING DRIVEWAYS AND APPROACHES AT ALL TIMES AS APPROVED BY THE ENGINEER.
- PRIOR TO THE START OF DRILLING OR EXCAVATION WORK, COORDINATE THE ANTICIPATED WORK WITH THE LOCAL MUNICIPALITY AND/OR UTILITY COMPANIES AND OBTAIN THE NECESSARY UTILITY LOCATES IN THE VICINITY OF THE WORK. LEAVE NO HOLES UNPROTECTED AT THE END OF EACH DAY'S OPERATION. ALL ELEVATIONS AND FINAL LOCATIONS OF FOOTINGS AND PULL BOXES ARE TO BE APPROVED BY THE ENGINEER. DO NOT TRENCH WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- CONDUCTORS AND CONDUIT QUANTITIES LISTED ARE APPROXIMATE SINCE THEY ARE BASED ON THEORETICAL DIMENSIONS AND CONDITIONS. PERFORM AN ON SITE JOB INSPECTION, CAREFULLY EXAMINE THE PLANS, PREPARE A TAKEOFF OF QUANTITIES AND BID ACCORDINGLY. FINAL LUMP SUM PAYMENT(S) ARE NOT ADJUSTED FOR OVERRUNS/ UNDERRUNS.
- ENSURE THAT, AFTER ROADWAY LUMINARIES AND/OR OVERHEAD SIGN LIGHTS ARE INSTALLED, THEY ARE LEVELED PER MANUFACTURER'S RECOMMENDATIONS.
- THE CONDUIT RUNS SHOWN, ARE FOR THE MOST PART, STRAIGHT BETWEEN THE RESPECTIVE PULL BOXES. THE INTENT IS TO MINIMIZE CONDUIT BENDS. THEREFORE, NO MORE THAN 270 DEGREE IN BENDS WILL BE ALLOWED BETWEEN PULL BOXES. THIS INCLUDES THE 90 DEGREE BENDS INTO THE PULL BOXES. NO DEVIATIONS TO THIS ARE TO BE ALLOWED UNLESS, PRE APPROVED BY DISTRICT TRAFFIC PERSONNEL AND CLEARLY DOCUMENTED ON THE PLANS.

Utilities shown in green are the responsibility of the Utility Company -----

Utilities shown in blue are the responsibility of the Department of Transportation -----

REFERENCE ONLY

WYOMING DEPARTMENT OF TRANSPORTATION		
ELECTRICAL		
LEGEND SHEET		
DESIGNER: JF	DATE: 11-17-06	REV:
ENGINEER: AH	SHEET 1 OF 1	E0.1

SP-7
LOAD CENTER SCHEDULE
120 / 240 VAC, 1-PHASE, 3-WIRE, 2 AWG THHN, 125A BUS, MAIN LUGS ONLY

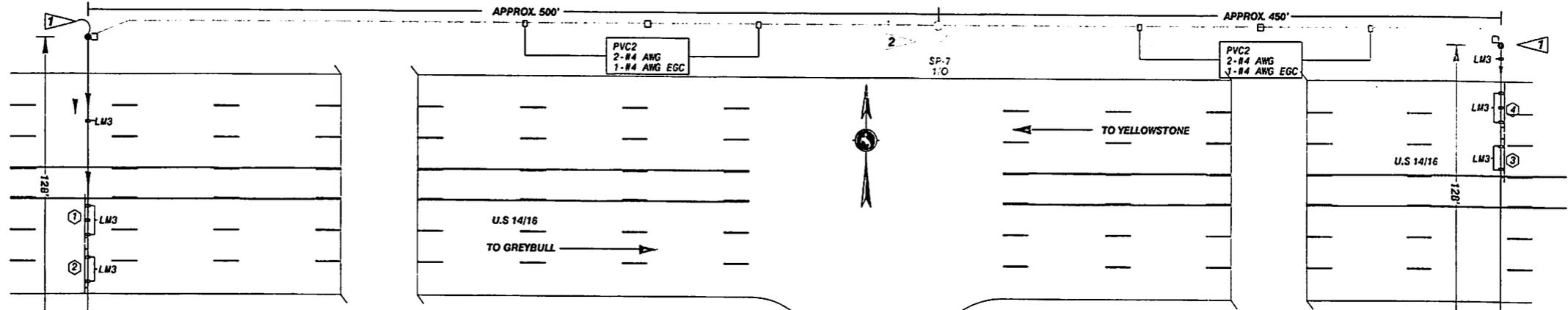
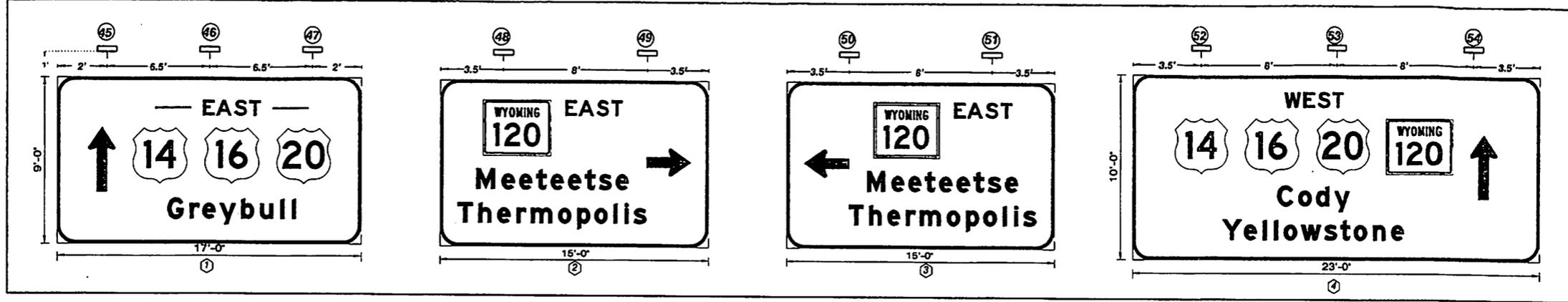
REMARKS	UNIT(S)	LOAD	WIRE SIZE	CB	CKT. NO.								WIRE SIZE	LOAD	UNIT(S)	REMARKS
					1	2	3	4	5	6	7	8				
OVERHEAD SIGN LIGHTING (D)	45-48	7KVA	WIRE SIZED FOR 30 AMP LOAD NO. 8 AWG	30		B	3	A	4	B	2	30	WIRE SIZED FOR 30 AMP LOAD NO. 8 AWG	7KVA	50-54	OVERHEAD SIGN LIGHTING (D)
LIGHTING CONTROL CIRCUIT	TIME CLOCK	1KVA	WIRE SIZED FOR 1 AMP LOAD NO. 12 AWG	15		1	B	7	8	B						SPACE

(D) THIS CIRCUIT IS CONTROLLED BY A WYDOT PRE-APPROVED TIME CLOCK WITH A CONTRACTOR ONLY. THE CIRCUIT IS TO BE FUSED WITH A 3 AMP SLO-BLO FUSE.

REFERENCE ONLY

WYOMING DEPARTMENT OF TRANSPORTATION
ELECTRICAL
LOAD CENTER SCHEDULES

DESIGNER: CT	DATE: 2-14-12	REV: FINAL
ENGINEER: JB	SHEET 1 OF 1	E2.2



THE SIGN STRUCTURE HAS EXISTING OH SIGN LIGHTING WIRE ACCESS. REUSE THE EXISTING ACCESS POINTS WHERE PRACTICAL. THE USE OF FLEXIBLE CONDUIT IS RESTRICTED FOR USE FROM THE SIGN LIGHTING BRACKET TO THE FIXTURE AND STRUCTURE MEMBER TO STRUCTURE MEMBER ACCESS POINTS. THE CONTRACTOR IS TO REMOVE ANY EXISTING SIGN LIGHTING WIRE THAT INTERFERES WITH THE NEW INSTALLATION. REMOVAL OF EXISTING WIRING IS INCIDENTAL TO THE ELECTRICAL CONDUCTOR LUMP SUM BID ITEM.

FLAG NOTE:
 1 LOCATE EXISTING CONDUIT ACCESS IN DRILLED SHAFT. EXPOSE, REMOVE ANY EXISTING WIRING THAT INTERFERES WITH NEW WORK. BRING NEW PVC2 INTO EXISTING ACCESS, REPLACE PULL BOX.
 2 EXISTING SERVICE, CONTROLS ROAD CLOSURE. LOCATE ON WYO 120. REMOVE EXISTING SERVICE. PROVIDE NEW SERVICE INCORPORATING THE EXISTING ROAD CLOSURE CIRCUIT.

- LEGEND:**
- PULL BOX TYPE A
 - CONDUIT RIGID PVC
 - OVERHEAD SIGN STRUCTURE
 - OVERHEAD SIGN
 - SERVICE POINT
 - △ FLAG NOTE SYMBOL
 - SIGN ID SYMBOL

EXHIBIT "D"

NOT TO SCALE
 PARK COUNTY
 STRUCTURE NO. DZE / RM 54.49
 STRUCTURE NO. DZD / RM 54.66

WYOMING DEPARTMENT OF TRANSPORTATION		
ELECTRICAL		
CODY - GREYBULL ROAD		
OVERHEAD SIGN LIGHTING LAYOUT		
DESIGNER: CT	DATE: 1-27-12	REV: FINAL
ENGINEER: JB	SHEET 1 OF 1	E1.7

AGREEMENT
FOR ENCROACHMENT LICENSE

The parties to this agreement are the City of Cody, Wyoming (hereinafter CITY), a municipal corporation in Park County, Wyoming, and West Park Hospital District (hereinafter HOSPITAL), a hospital District formed pursuant to Wyoming law. This Agreement for Encroachment License is made and entered into as of the date last signed by the parties to this agreement.

WITNESSETH:

WHEREAS, HOSPITAL is in the process of modernizing West Park Hospital, and as part of their modernization plan, HOSPITAL is constructing a new Emergency Room; and

WHEREAS, the new Emergency Room, and new hospital layout will require updated signs directing patients and others to the appropriate hospital facilities; and

WHEREAS, the plans for several of the signs require placement in the CITY rights of way;

WHEREAS, the Planning, Zoning and Adjustment Board reviewed the sign plan on January 24, 2012, and approved the sign plan subject to City Council approval for placement of those sign within the CITY rights of way; and

WHEREAS, the CITY recognizes the need for appropriate signage for the hospital for the health, safety and welfare of the citizens and visitors in and around Cody, Wyoming, and the CITY is therefore willing to grant a revocable license to HOSPITAL for the placement of signs in the public rights of way;

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

1. CITY hereby grants a revocable license to HOSPITAL to encroach on a portion of the CITY right of way within or on Stock Drive and Sheridan Avenue for the installation of signs 3A/ 3B, 4, 5, 6, 7A, 8, 9 and 10, as described on the attached Exhibit A. HOSPITAL shall place the signs as depicted on the attached Exhibit B at the locations indicated on Exhibit A, except as follows:

- a. Sign 10 shall be relocated slightly so as not to be over the CITY water main or electrical conduit, or within the alignment of the planned pedestrian pathway down the hill. The exact location of shall be approved by the City engineer prior to excavation and sign installation.
- b. For all other exterior signs, utility locates shall be completed prior to any excavation and sign installation. If any conflicts with utilities are found, the location shall be adjusted as mutually agreed to by HOSPITAL and the City engineer to avoid the utility conflicts.

HOSPITAL shall comply with all CITY regulations, including but not limited to the sign code. Note that sign 1 on Exhibit A was previously authorized by right-of-way encroachment license approved by City Council on October 4, 2011.

2. The term of this agreement shall be for two years, and shall be renewable for successive two- year terms. Neither party shall be required to take any action to renew this agreement. In the event that a party wishes not to renew this agreement, that party shall notify the other party in writing at least thirty (30) days prior to the expiration of the then current-term.
3. Notwithstanding the term outlined above, the license for encroachment is given as a matter of convenience and the same may be revoked by the CITY at any time for any reason whatsoever, upon sixty days written notice given by the CITY. Upon the expiration of the sixty days written notice, HOSPITAL shall have an additional 60 days to remove any and all signs from the public right of way, and restore the same to the original condition, and to the satisfaction of the CITY, at the sole cost and expense of HOSPITAL.
4. In the event that the CITY is required to repair, modify, replace, upgrade, add to or otherwise access utilities beneath HOSPITAL'S signs, CITY shall not be responsible for replacement of any HOSPITAL'S signs. HOSPITAL shall be solely responsible for all such replacements, including all costs and expenses associated with replacing such signs, and HOSPITAL accepts the risk associated with putting the signs on the public right of way.
5. HOSPITAL assumes all liability for itself, its agents, its representatives, employees, guests, invitees, and for the general public's presence and activities arising out of this agreement, and shall indemnify and hold

harmless CITY, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding HOSPITAL'S use of the public right of way pursuant to this agreement. This indemnification shall include but not be limited to claims and actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the public right of way by HOSPITAL, its lessees, agents, representatives, employees or officers. This indemnification shall include reasonable attorney's fees incurred by CITY in defense of any action brought by any party against CITY arising out of this agreement or HOSPITAL'S use of the public right of way.

6. By entering into this agreement, CITY does not waive its sovereign immunity or governmental immunity, or any of the immunities, defenses or limitations available to it under the Wyoming Constitution and Wyoming law.
7. This agreement contains the entire understanding of the parties and there are no other promises, covenants or understanding beyond the scope of this written agreement. This agreement can only be amended in writing, approved and signed by both parties.

CITY OF CODY, WYOMING:

By: _____

Nancy Tia Brown, Mayor

Attest: _____

Cynthia D. Baker

Administrative Services Officer

WEST PARK HOSPITAL DISTRICT:

BY: _____

Doug McMillan

Chief Executive Officer

SIGN LOCATION/ORIENTATION

LOCATION NUMBER

SIDE "A"

SIDE "B"

DO NOT ENTER/STOP SIGN

NO PARKING SIGN

HANDICAP PARKING SIGN

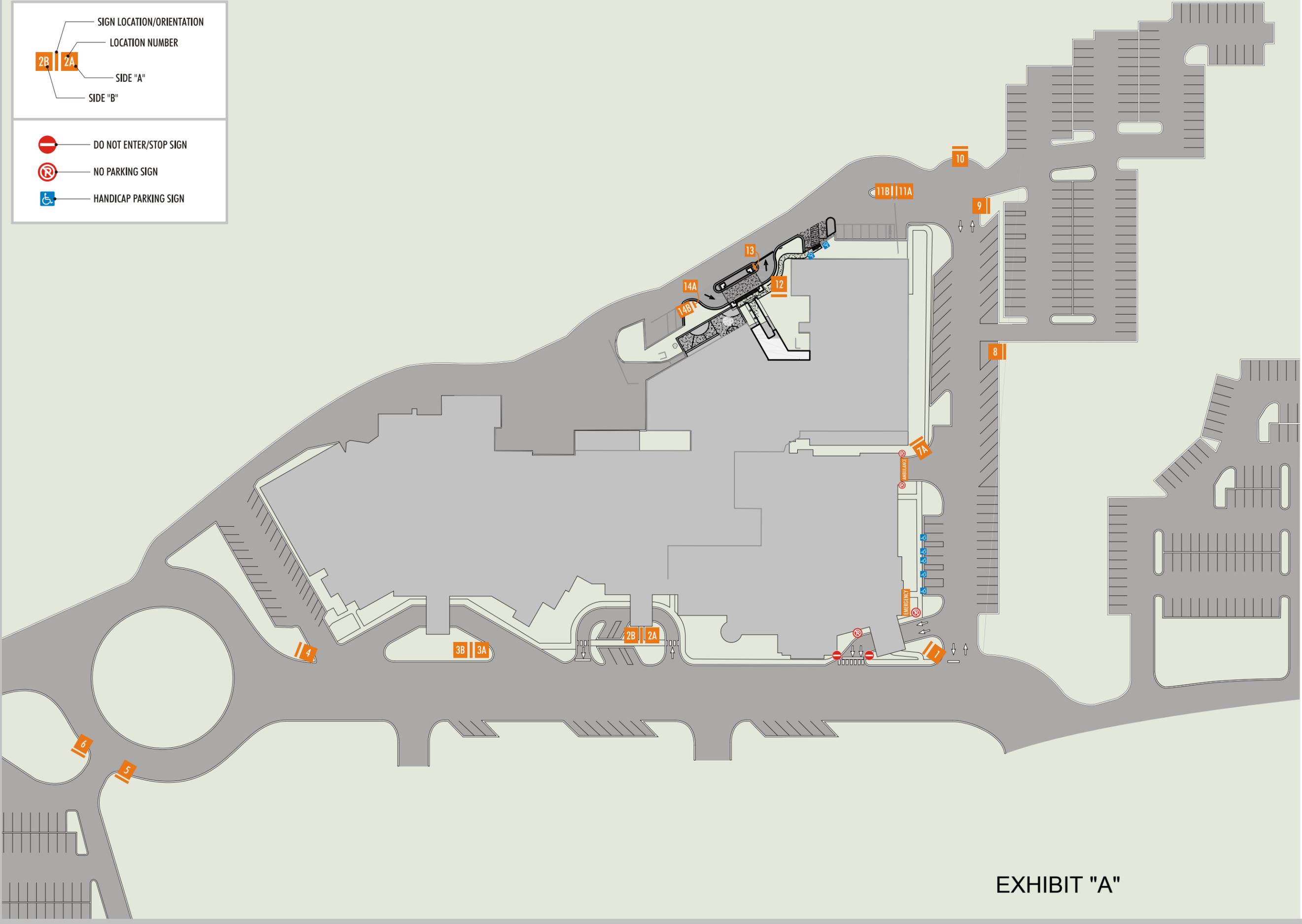


EXHIBIT "A"

Date
November 2011

Client
West Park Hospital

Project Manager
Tyler Gilbert

File
locations/exteriors

Revisions
-

Exterior Signage
Location Plans

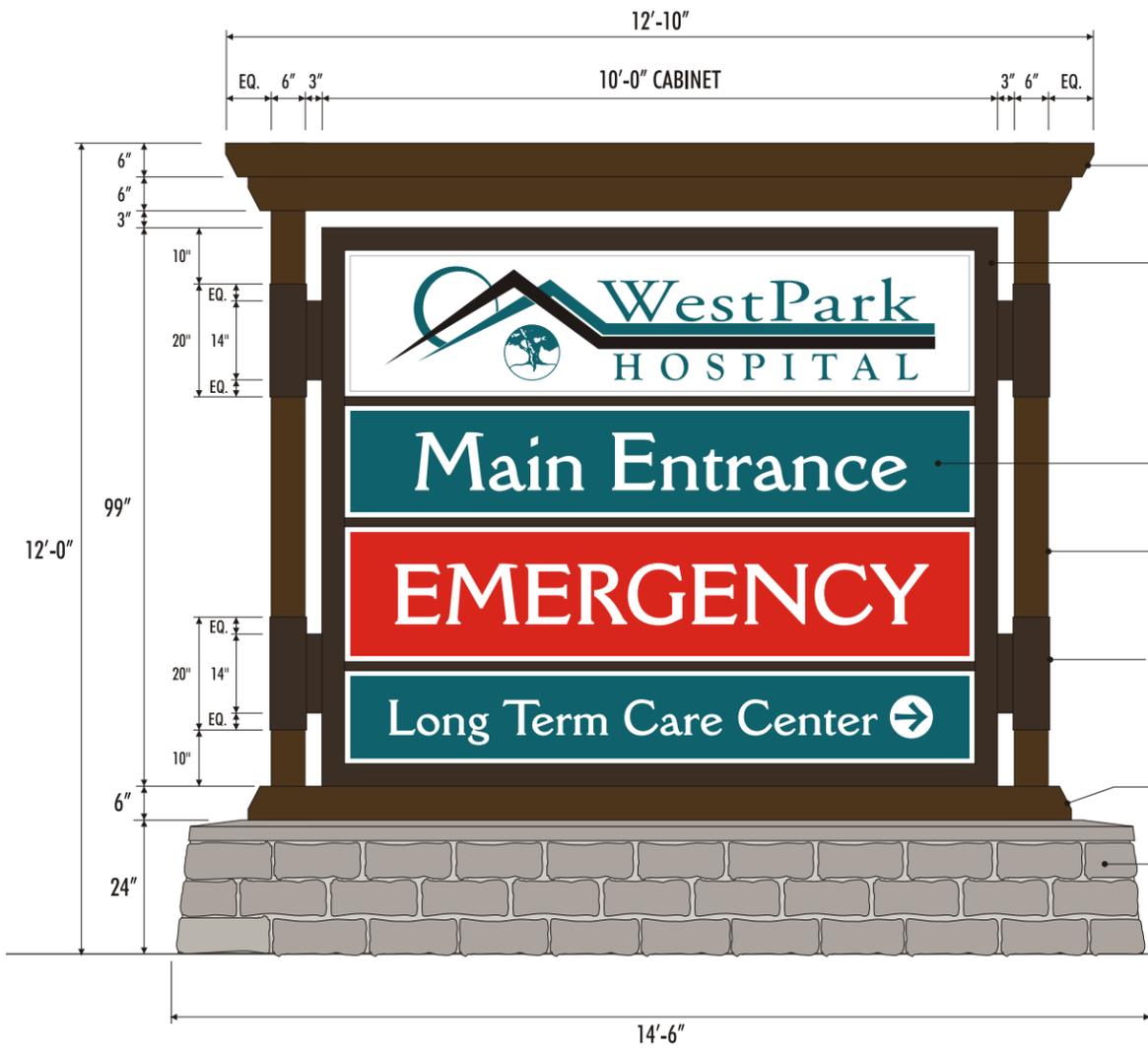


EXISTING SIGN TO BE DEMOLISHED

EXISTING ELECTRICAL ACCESS TO BE USED WITH NEW SIGN



TOP VIEW
SCALE - 3/8" = 1'-0"

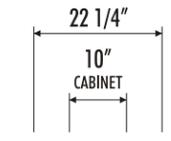


FRONT VIEW
SCALE - 3/8" = 1'-0"

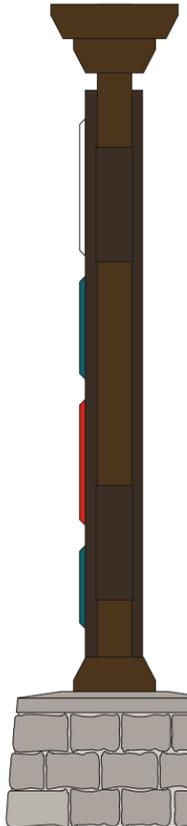
- FABRICATED ALUMINUM CAP PAINTED "BROWN"
- INTERNALLY ILLUMINATED, FABRICATED ALUMINUM CABINET PAINTED "DARK BROWN"
- MOLDED EMBOSSED LEXAN FACES SEE "CABINET DETAIL" ON PAGE Ext_1.1
- 6" x 6" ALUMINUM POSTS PAINTED "BROWN"
- FABRICATED ALUMINUM SLEEVE MOUNTS PAINTED "DARK BROWN"
- FABRICATED ALUMINUM FOOTER PAINTED "BROWN"

CONCRETE BASE WITH STONE VENEER AND STONE CAP TO MATCH BUILDING

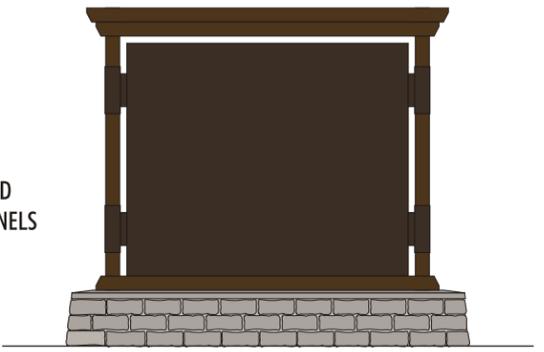
NOTE: ELECTRICAL ACCESS TO BE CONCEALED WITHIN BASE AND CONNECT THROUGH BOTTOM OF SIGN CABINET



NOTE: CABINET TO BE FABRICATED WITH ALL NECESSARY ACCESS PANELS FOR FUTURE MAINTENANCE AND FACE CHANGES



SIDE VIEW
SCALE - 3/8" = 1'-0"



BACK VIEW
NOT TO SCALE

INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION

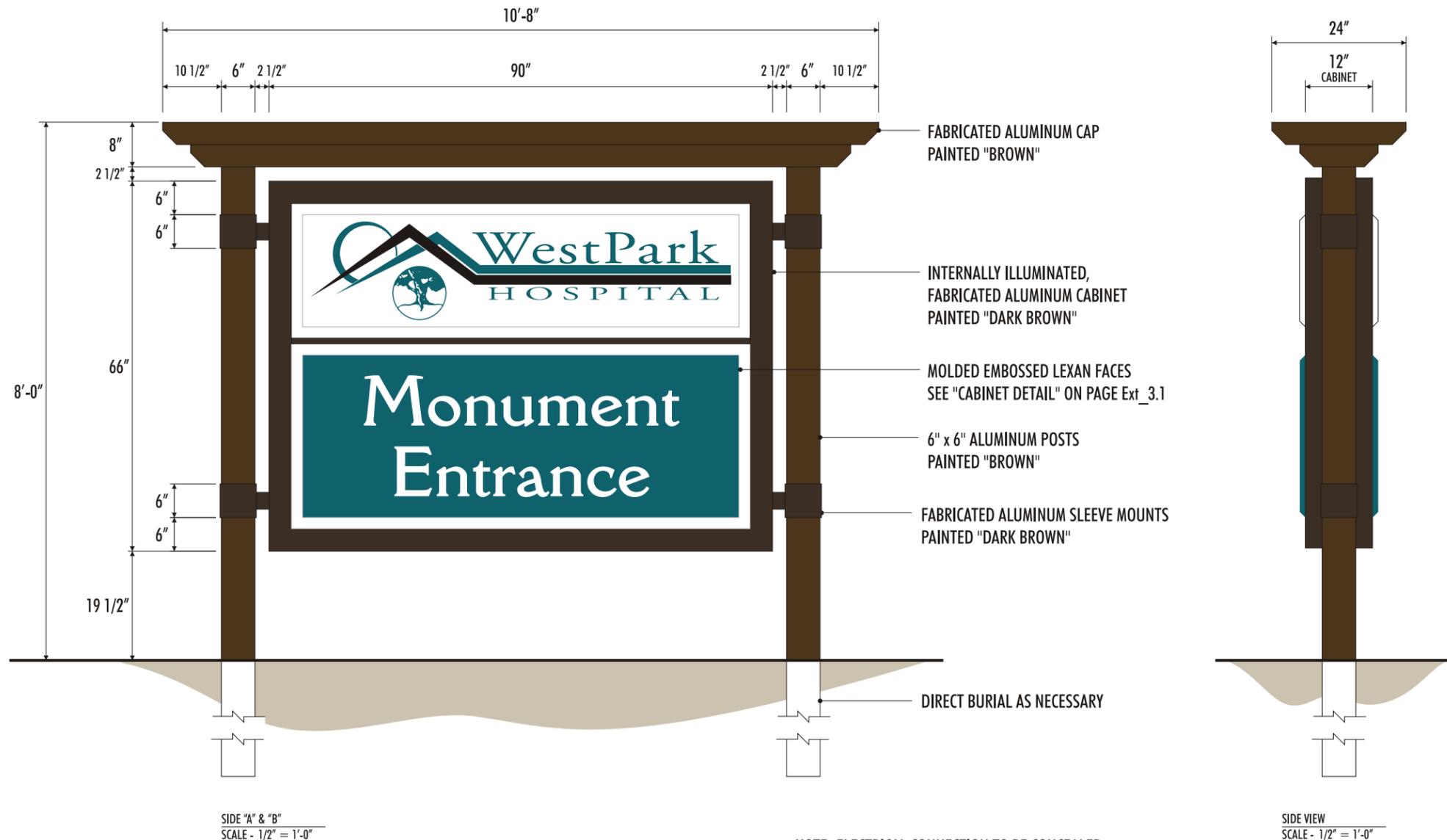
EXHIBIT "B"

Date	November 2011
Client	West Park Hospital
Project Manager	Tyler Gilbert
File	construction/exteriors
Revisions	-
Exterior Signage	Main Entrance Monument



EXISTING SIGN TO BE DEMOLISHED

EXISTING ELECTRICAL ACCESS TO BE USED WITH NEW SIGN



NOTE: CABINET TO BE FABRICATED WITH ALL NECESSARY ACCESS PANELS FOR FUTURE MAINTENANCE AND FACE CHANGES

NOTE: ELECTRICAL CONNECTION TO BE CONCEALED THROUGH SIGN POST

Date
November 2011

Client
West Park Hospital



Project Manager
Tyler Gilbert

File
construction/exterior

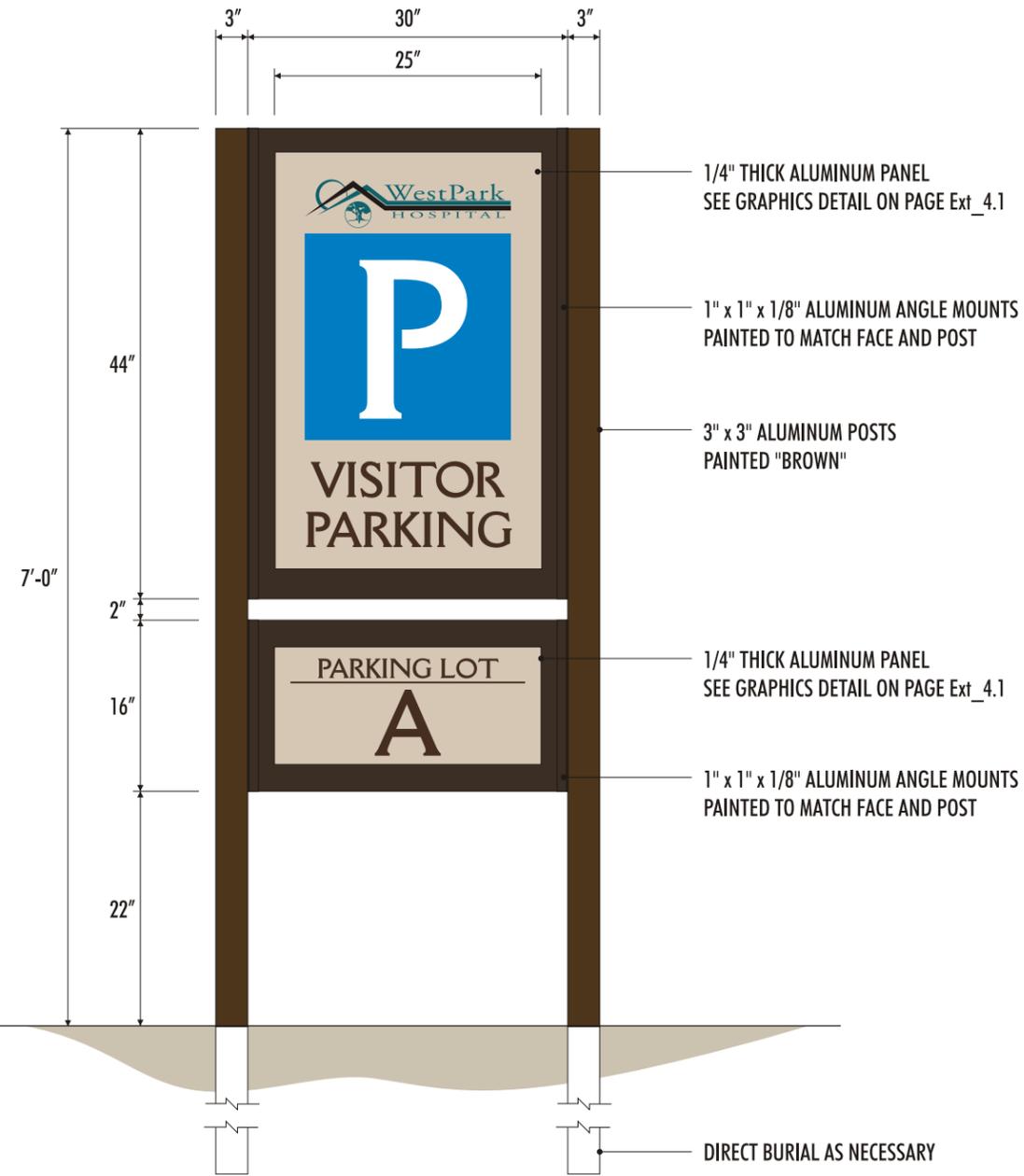
Revisions
-

Exterior Signage
"Monument Entrance"
Monument

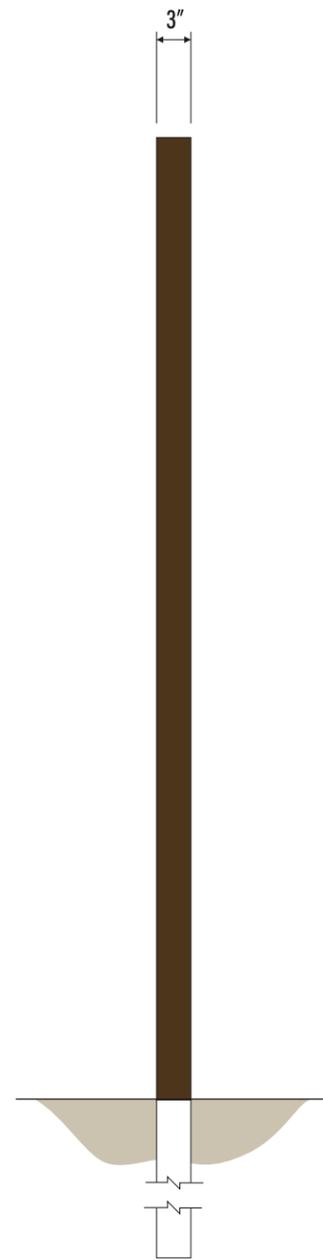
INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION



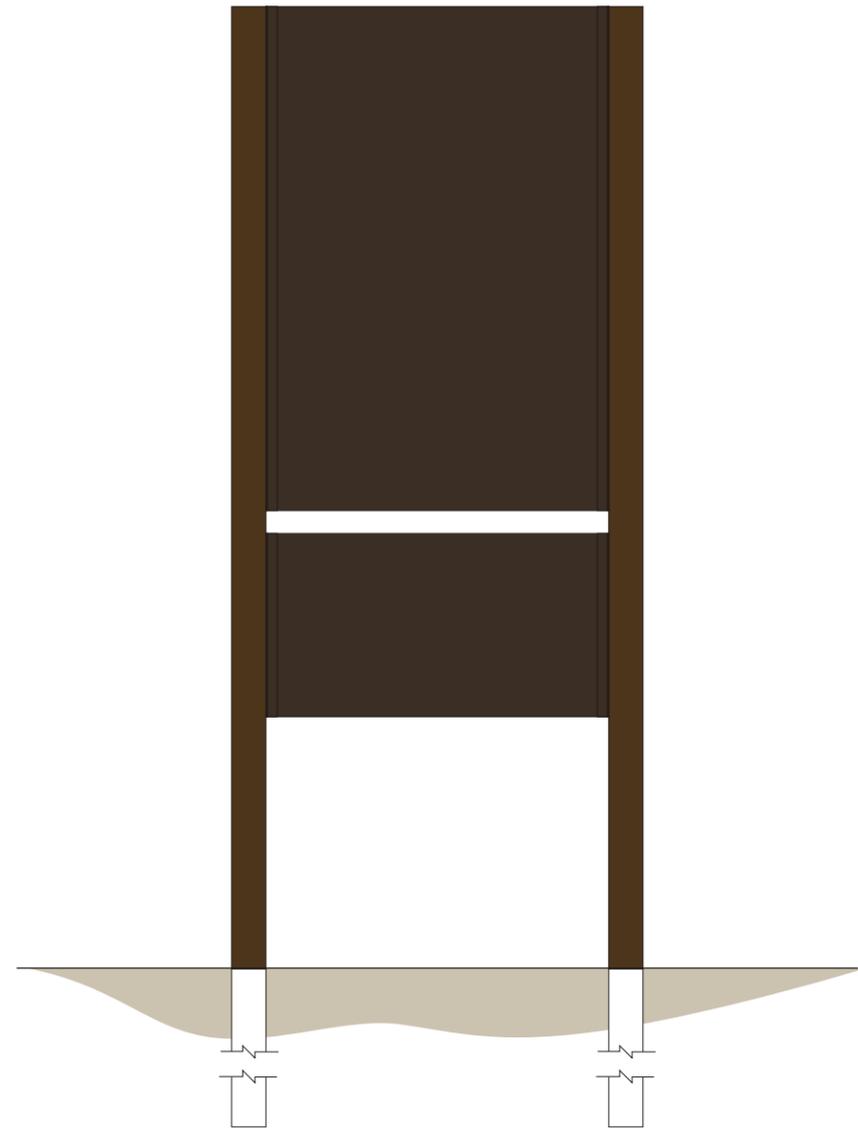
TOP VIEW
SCALE - 3/4" = 1'-0"



FRONT VIEW
SCALE - 3/4" = 1'-0"



SIDE VIEW
SCALE - 3/4" = 1'-0"



BACK VIEW
SCALE - 3/4" = 1'-0"

INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION

Date
November 2011

Client
West Park Hospital

Project Manager
Tyler Gilbert

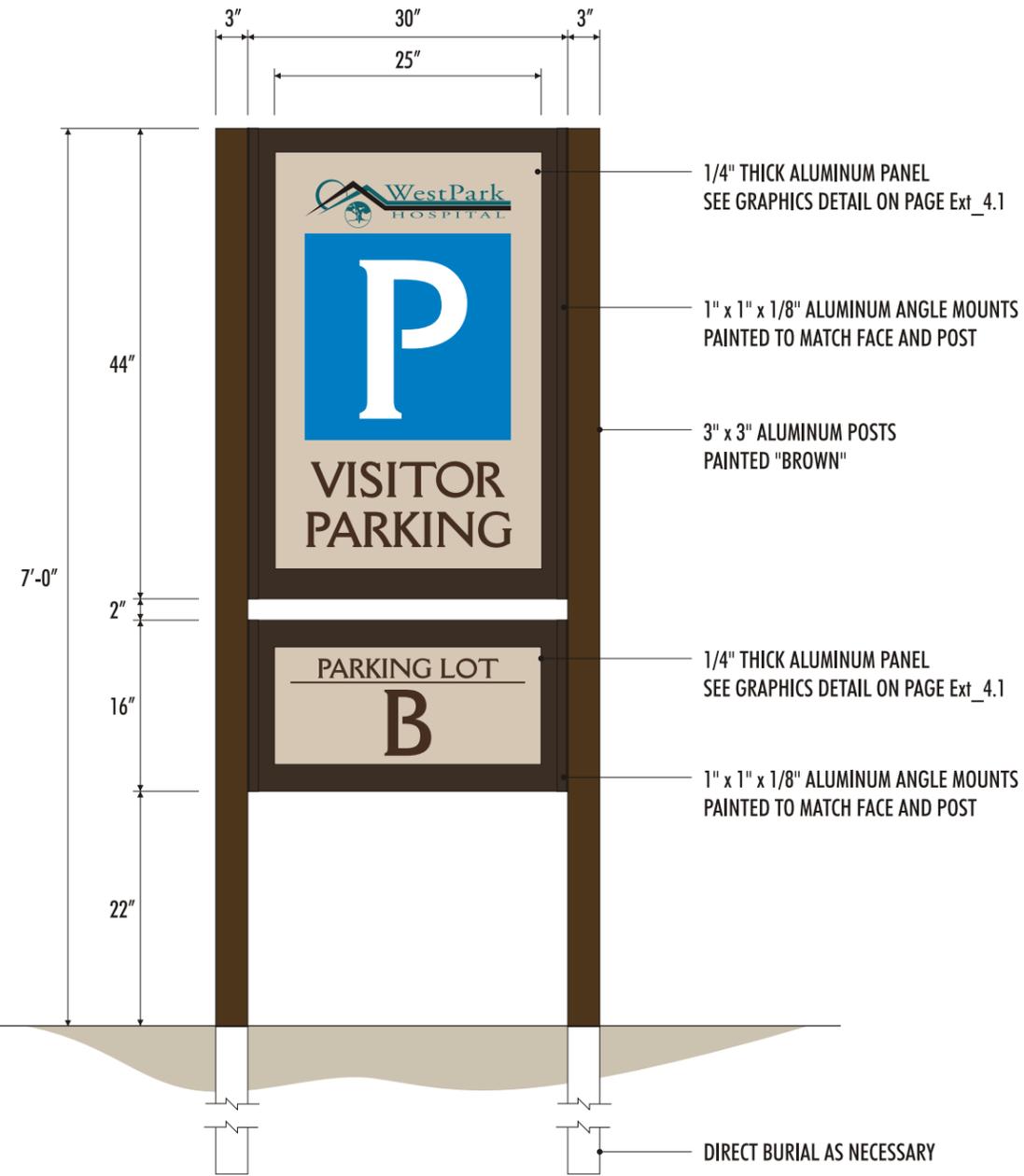
File
construction/exteriors

Revisions
-

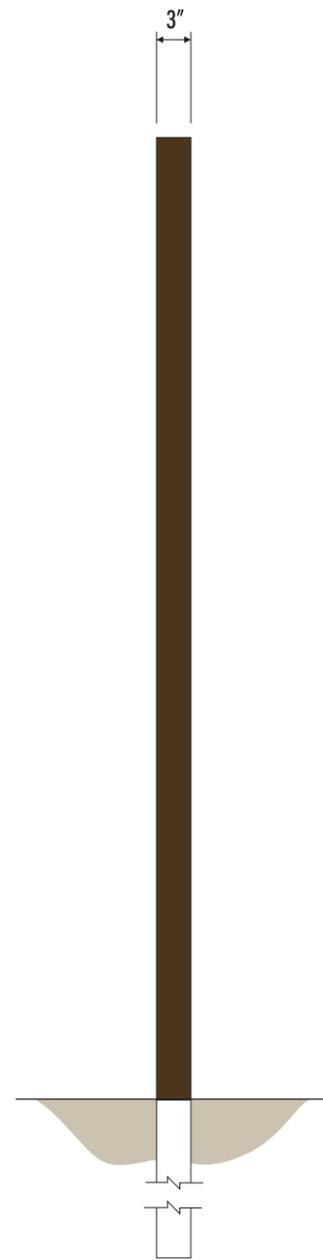
Exterior Signage
Parking Post & Panel



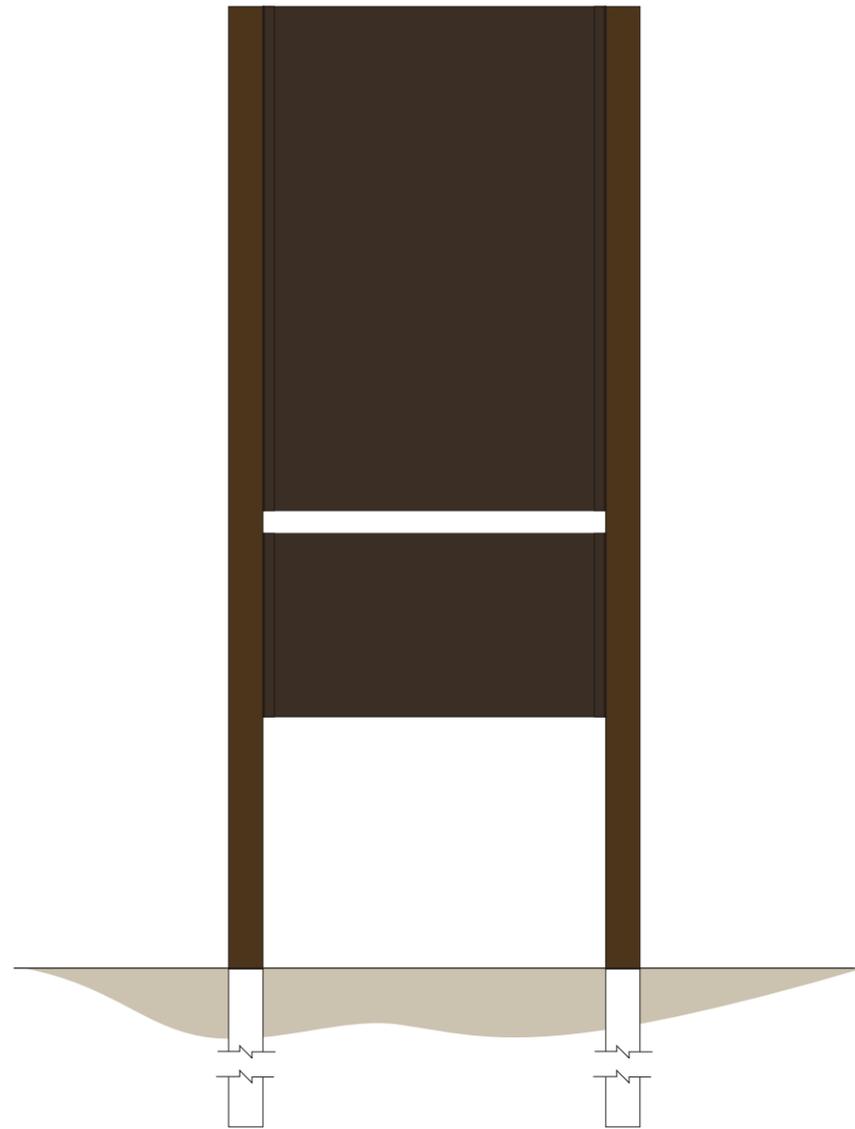
TOP VIEW
SCALE - 3/4" = 1'-0"



FRONT VIEW
SCALE - 3/4" = 1'-0"



SIDE VIEW
SCALE - 3/4" = 1'-0"



BACK VIEW
SCALE - 3/4" = 1'-0"

INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION

Date
November 2011

Client
West Park Hospital



Project Manager
Tyler Gilbert

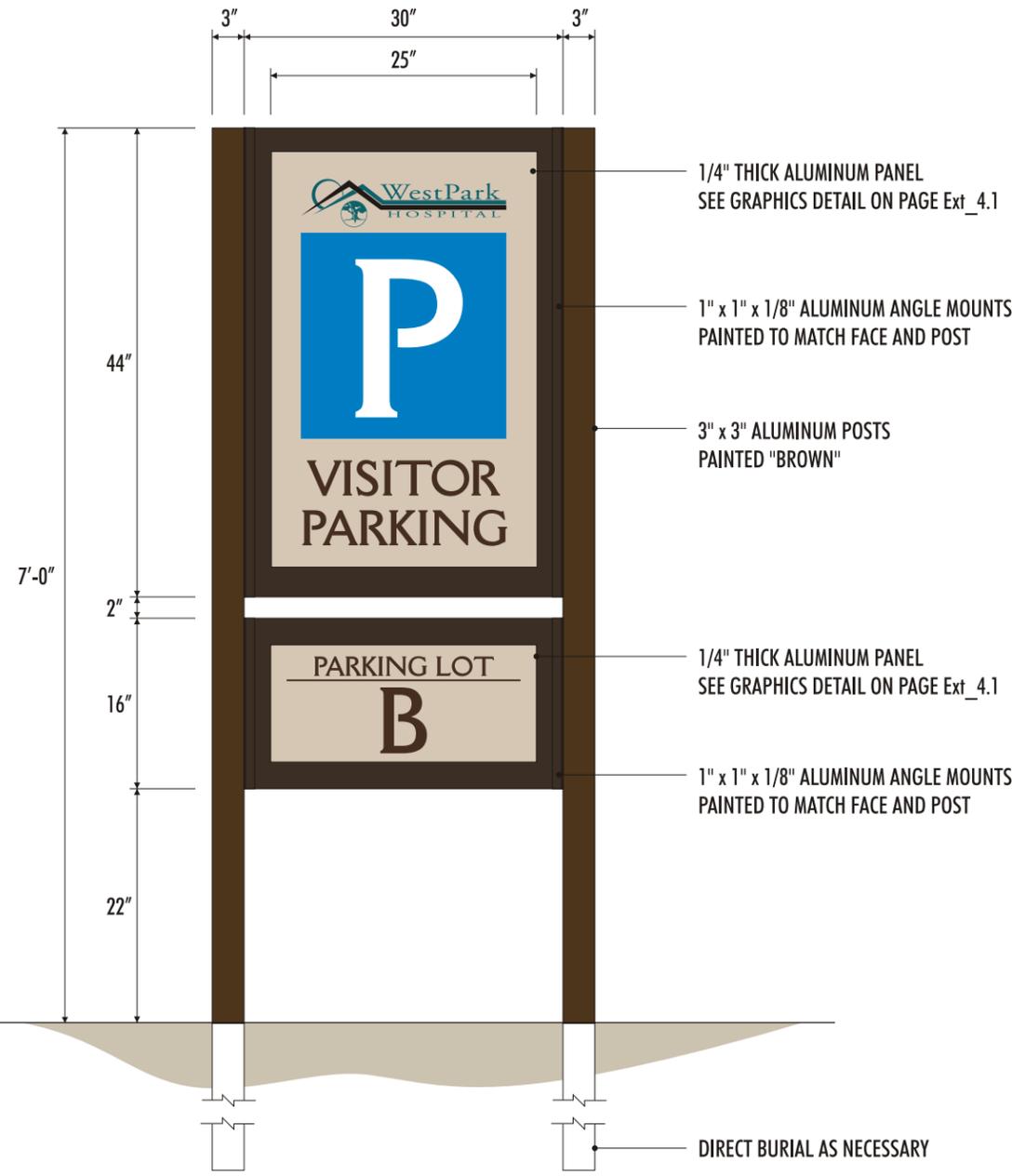
File
construction/exteriors

Revisions
-

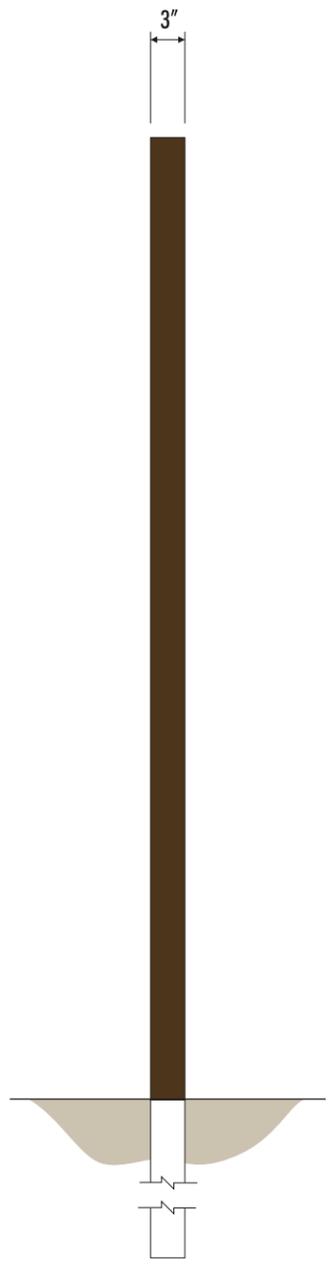
Exterior Signage
Parking Post & Panel



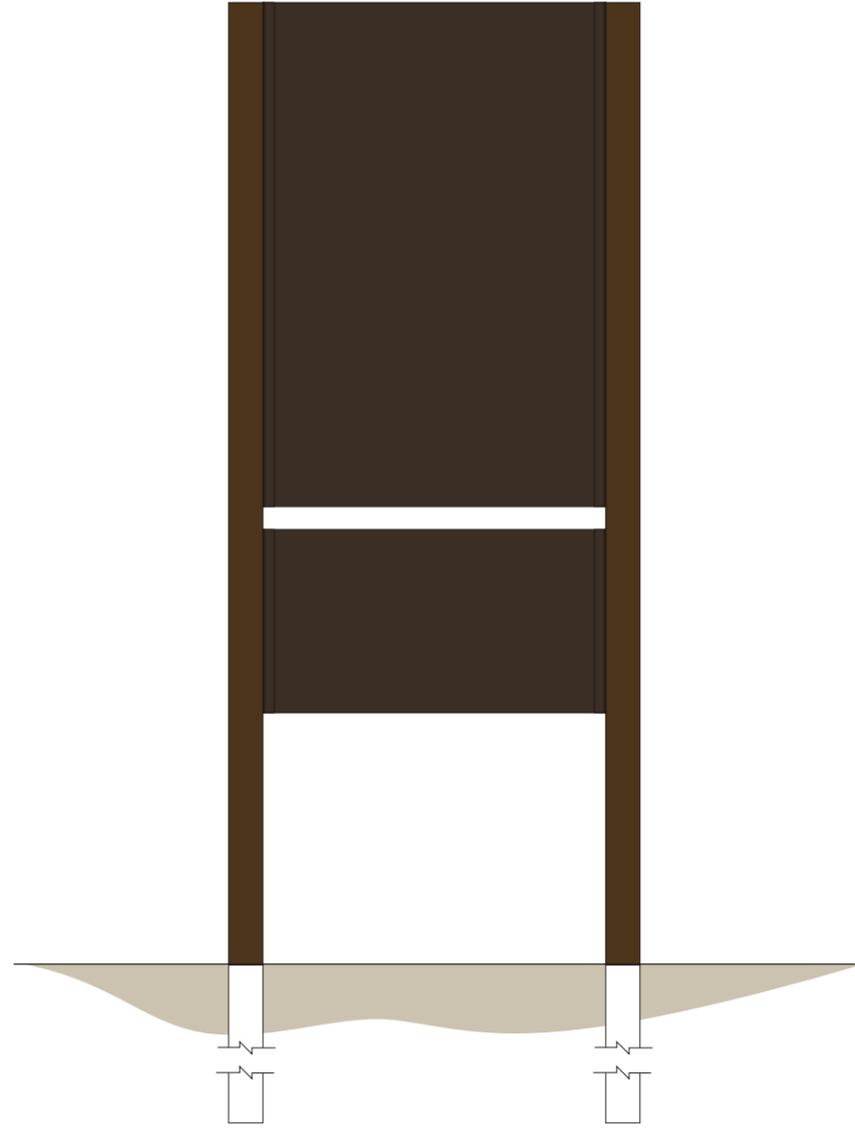
TOP VIEW
SCALE - 3/4" = 1'-0"



FRONT VIEW
SCALE - 3/4" = 1'-0"



SIDE VIEW
SCALE - 3/4" = 1'-0"



BACK VIEW
SCALE - 3/4" = 1'-0"

1/4" THICK ALUMINUM PANEL
SEE GRAPHICS DETAIL ON PAGE Ext_4.1

1" x 1" x 1/8" ALUMINUM ANGLE MOUNTS
PAINTED TO MATCH FACE AND POST

3" x 3" ALUMINUM POSTS
PAINTED "BROWN"

1/4" THICK ALUMINUM PANEL
SEE GRAPHICS DETAIL ON PAGE Ext_4.1

1" x 1" x 1/8" ALUMINUM ANGLE MOUNTS
PAINTED TO MATCH FACE AND POST

DIRECT BURIAL AS NECESSARY

Date
November 2011

Client
West Park Hospital



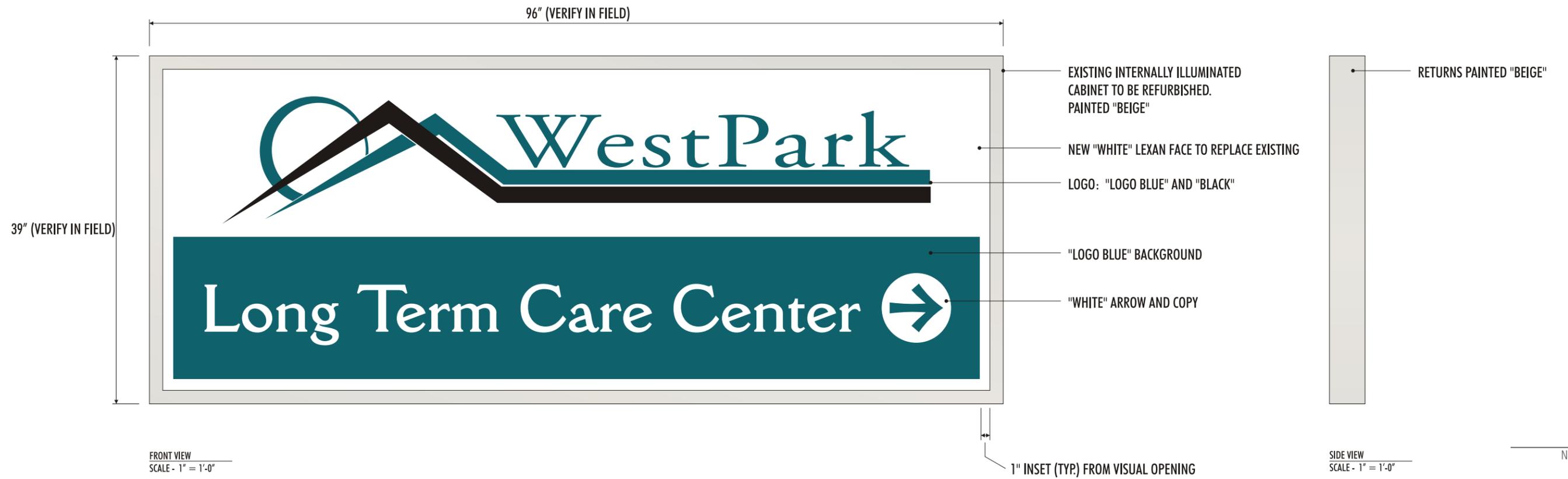
Project Manager
Tyler Gilbert

File
construction/exteriors

Revisions
-

Exterior Signage
Parking Post & Panel

INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION



Date
November 2011

Client
West Park Hospital



Project Manager
Tyler Gilbert

File
construction/exterior

Revisions
-

Exterior Signage
Cabinet Refurbish



CONTEXT PHOTO
SCALE - NTS

Date
November 2011

Client
West Park Hospital



Project Manager
Tyler Gilbert

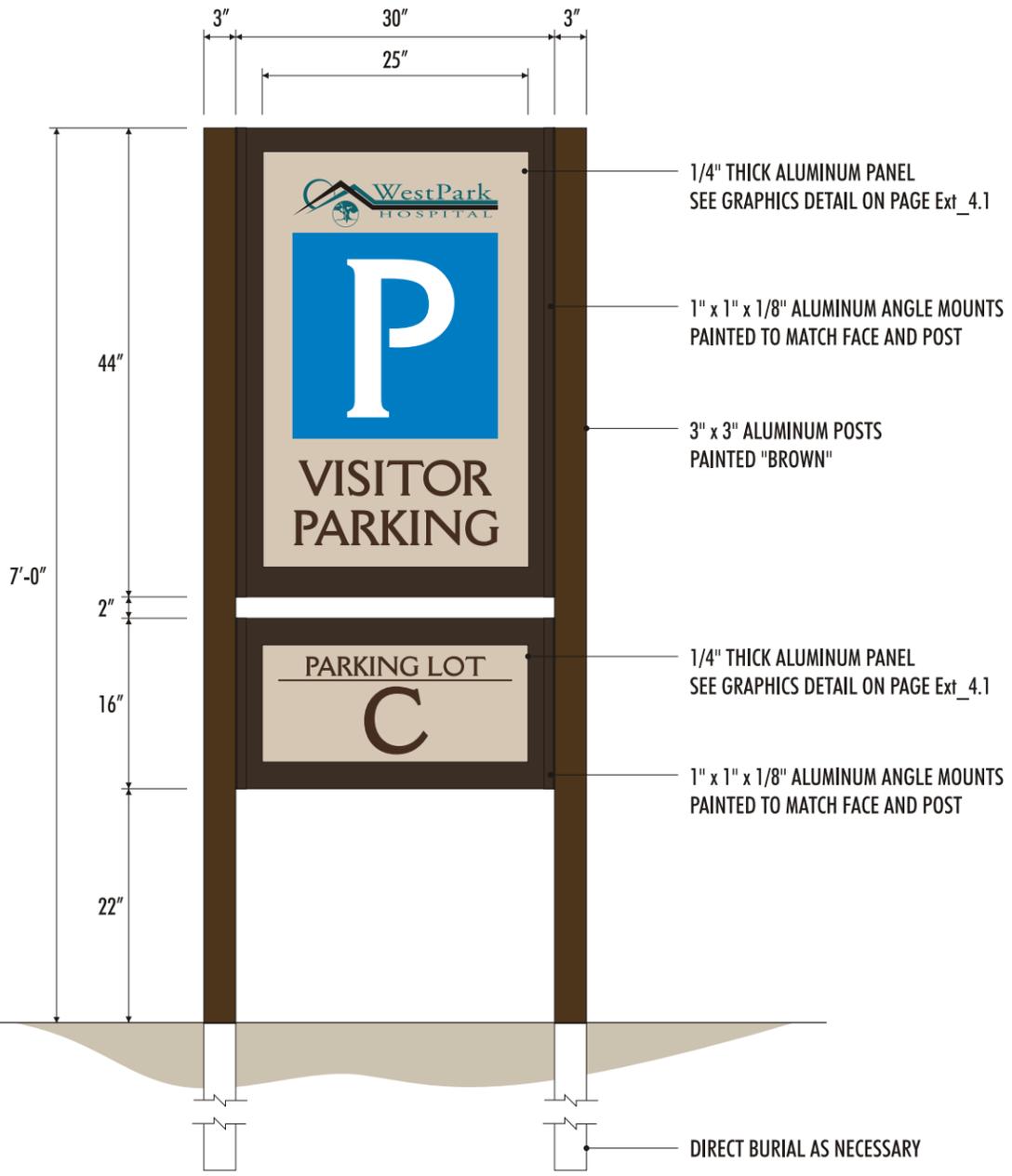
File
construction/exteriors

Revisions
-

Exterior Signage
Cabinet Refurbish



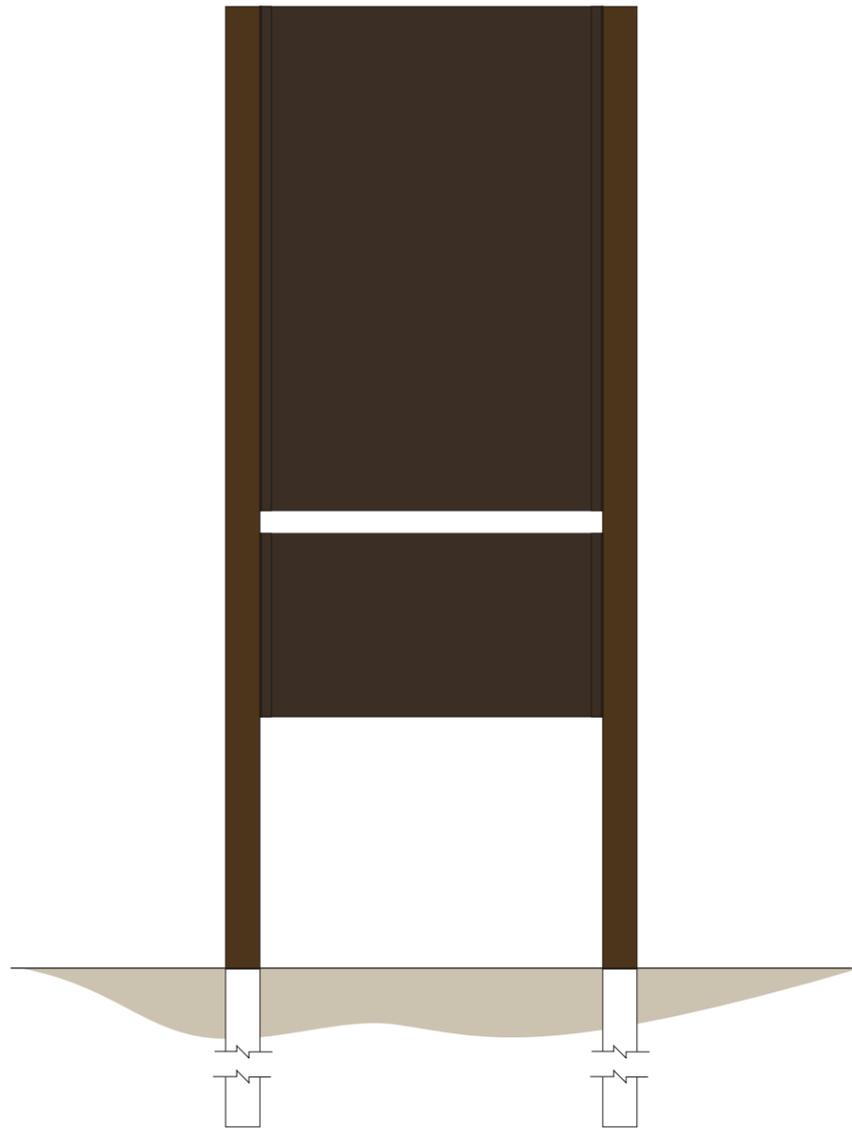
TOP VIEW
SCALE - 3/4" = 1'-0"



FRONT VIEW
SCALE - 3/4" = 1'-0"



SIDE VIEW
SCALE - 3/4" = 1'-0"



BACK VIEW
SCALE - 3/4" = 1'-0"

INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION

Date
November 2011

Client
West Park Hospital



Project Manager
Tyler Gilbert

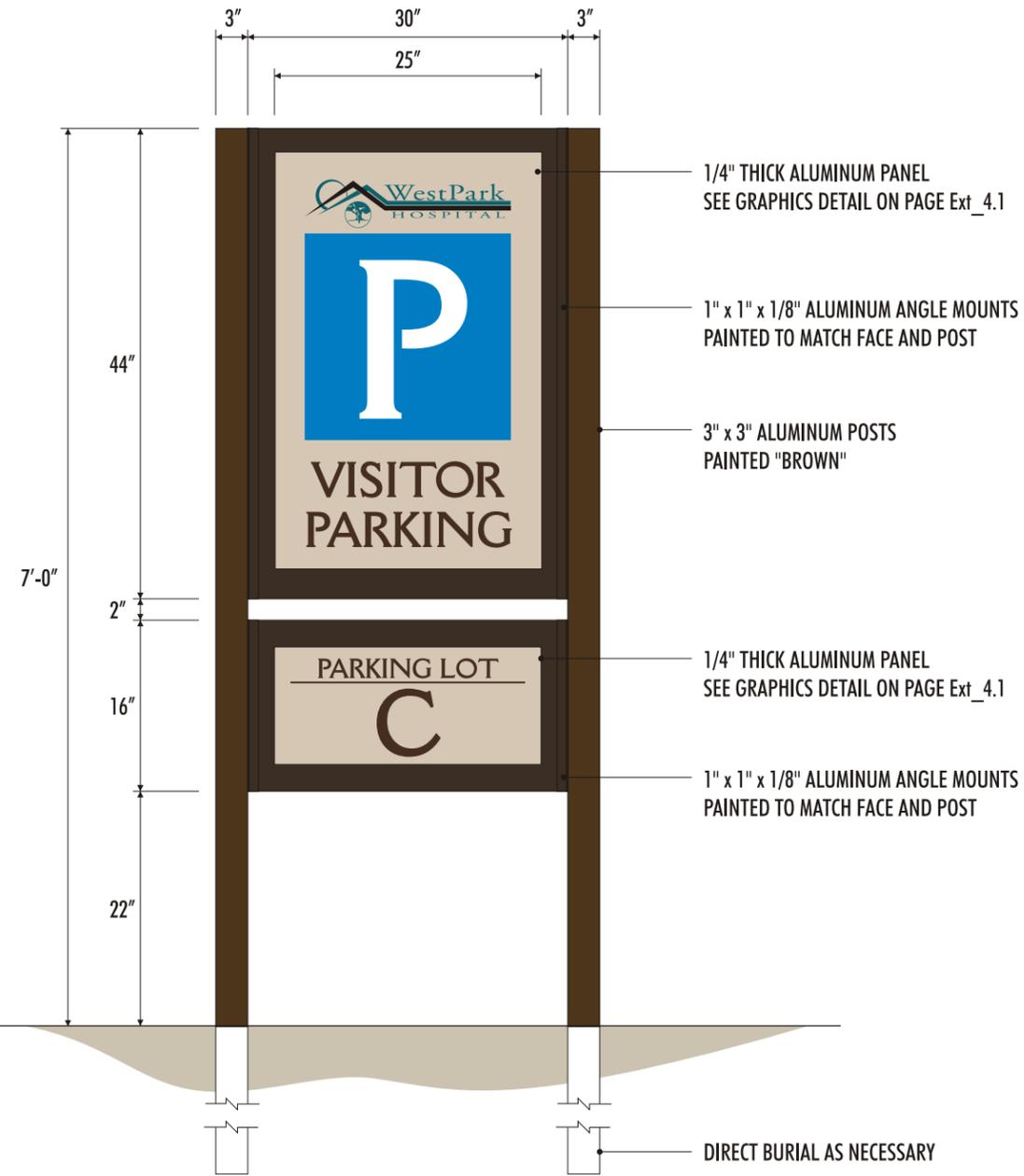
File
construction/exteriors

Revisions
-

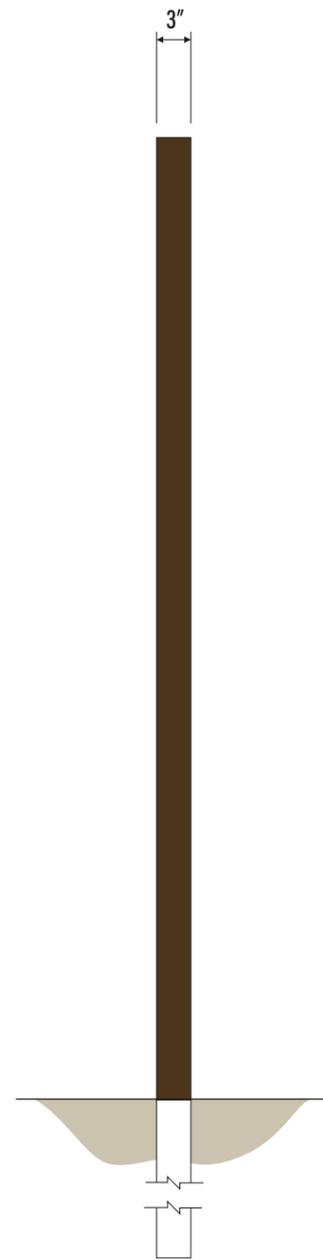
Exterior Signage
Parking Post & Panel



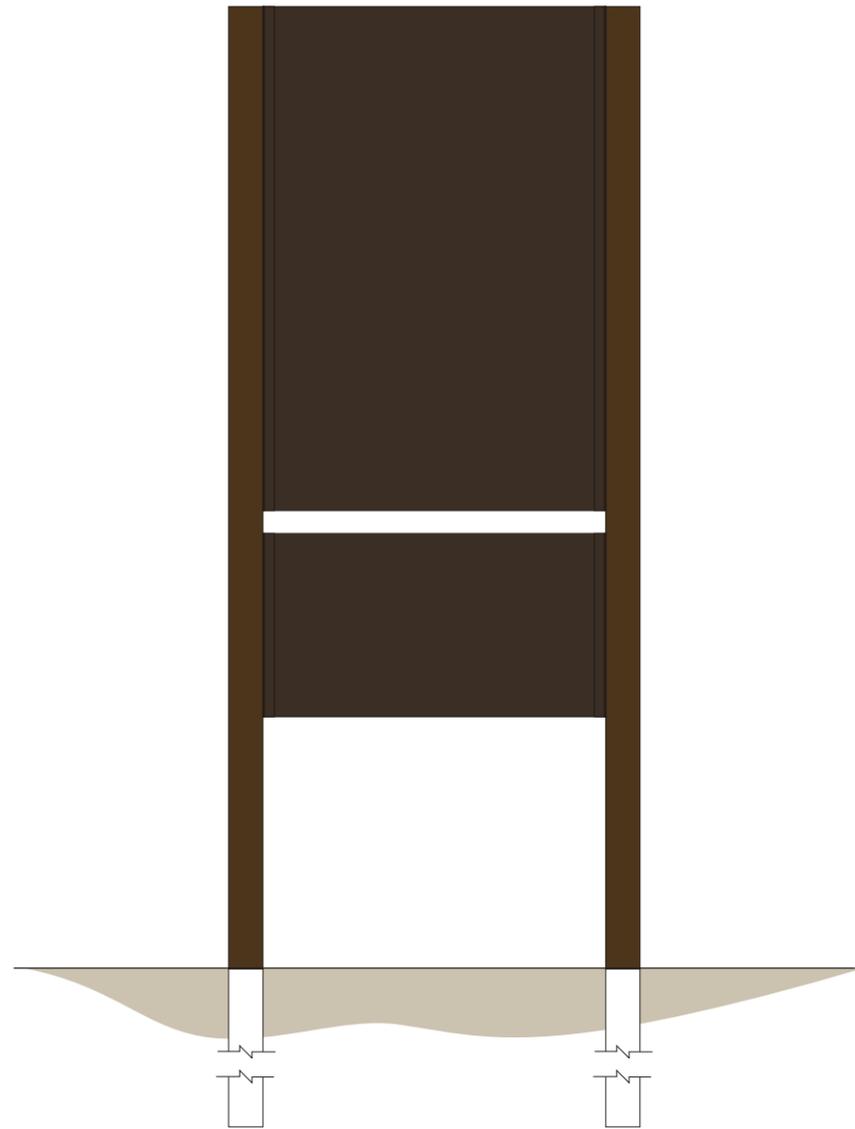
TOP VIEW
SCALE - 3/4" = 1'-0"



FRONT VIEW
SCALE - 3/4" = 1'-0"



SIDE VIEW
SCALE - 3/4" = 1'-0"



BACK VIEW
SCALE - 3/4" = 1'-0"

INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION

Date
November 2011

Client
West Park Hospital



Project Manager
Tyler Gilbert

File
construction/exteriors

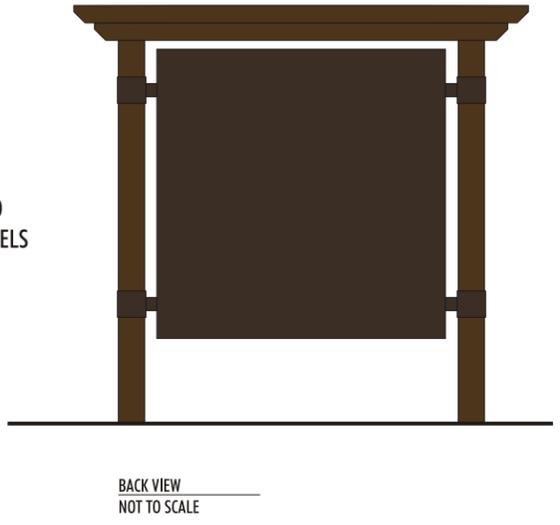
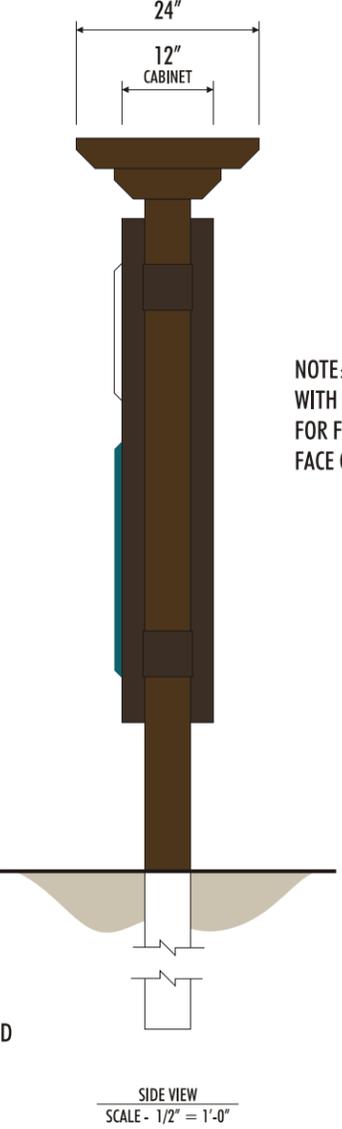
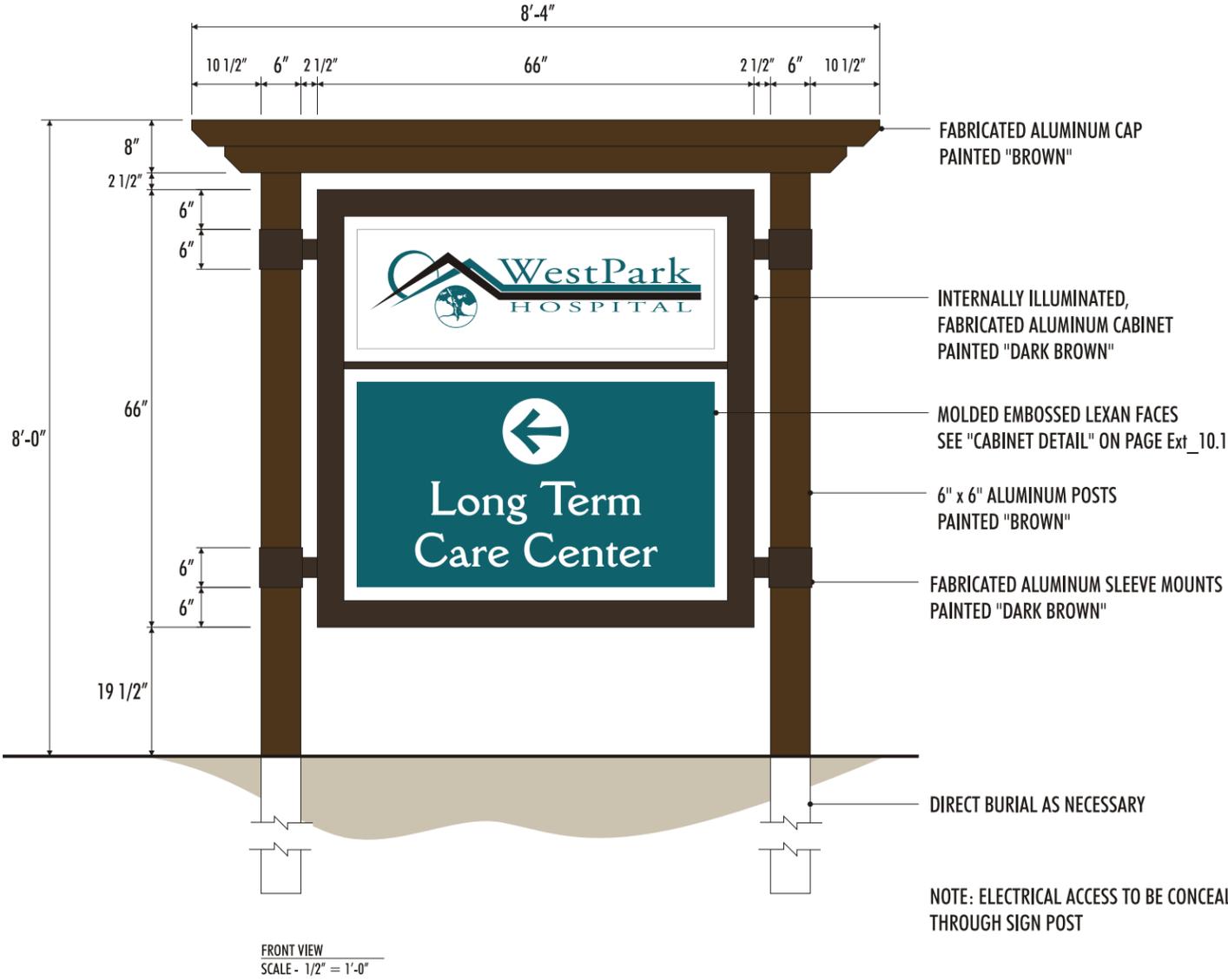
Revisions
-

Exterior Signage
Parking Post & Panel



EXISTING SIGN TO BE DEMOLISHED

EXISTING ELECTRICAL ACCESS TO BE USED WITH NEW SIGN



INSTALLATION : SITE VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND INSTALLATION

MEETING DATE: MAY 15, 2012
DEPARTMENT: CITY PLANNER
PREPARED BY: TODD STOWELL
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT **3-Lot Preliminary and Final Plat—G.W. Minor Subdivision.**

ACTION TO BE TAKEN

Approve the G.W. Minor Subdivision—A three-lot preliminary plat and final plat located north of Big Horn Avenue.

SUMMARY OF INFORMATION

Curtis Ryan, representing Green Wing Properties, LLC, has submitted a Preliminary Plat and Final Plat for a three-lot commercial subdivision. The property is on the north side of Bighorn Avenue, just east of "C" Street. Zoning of the subject property is D-3 (Open Business/Light Industrial), which allows the lot sizes and configurations proposed. The property is currently vacant. Refer to the attached drawings of the preliminary and final plat.

Accompanying information, including proof of ownership, easements/right-of-ways of record, and water right status has been provided by the applicant and reviewed. These background documents are available for review upon request. The applicant, surveyor, and staff believe the plats to be technically accurate, with the exception of missing an access and utility easement on Lot 3. The applicant will be providing a corrected final plat showing the easement for the Council meeting. The following staff report is based on the corrected document. The Planning and Zoning Board recommended that Council approve the preliminary and final plat, subject to the conditions of the staff report. Those conditions are included in the following sections.

PRELIMINARY PLAT REVIEW

A summary of the issues is presented, along with the recommended conditions of approval.

1. The proposal qualifies as a minor subdivision, as no new public improvements are required. All utility improvements are private connections, rather than utility extensions.
2. Extension of Pintail Avenue is not required for the platting of the property, as access to each lot is provided by Big Horn Avenue.
3. Sewer, water, and power are available and will be provided to each lot. Installation of the sewer stubs to each lot must be completed prior to any building permit or development on any lot. Payment of ¾" or larger water connections and applicable electrical service fees must occur prior to final plat approval by Council.

AGENDA ITEM NO. _____

4. Access to each lot is provided from Big Horn Avenue (HWY 14A), a State access-controlled highway. WYDOT has conditionally approved the proposed access points to Big Horn Avenue. Construction of the new approach and removal of the unused approach must be completed prior to issuance of any building or development permit for Lots 2 and 3. Access to Big Horn Avenue is limited to the approach locations permitted by WYDOT, as is noted on the final plat.
5. The 50' wide common access easement at the WYDOT approach is adequate for platting purposes of Lots 2 and 3.
6. The 60-foot wide ingress and egress easement on the east side of the property was established previously. However, it is not required by this minor subdivision. Improvement of this easement is not required for this plat.
7. A storm water system is not available in the immediate area. A note is on the final plat that storm water will be retained on-site in accordance with the City storm water policy.
8. Information on water rights has been provided indicating that the water rights to this property are in the process of being detached. Therefore, no irrigation system is required.
9. Variances to the subdivision improvement standards are granted for the following:
 - a. Installation of alleys.
 - b. Construction of a street along the east boundary, as shown on the master street plan.
 - c. Block width exceeding 660'.

If the Council is in agreement with the above conclusions and conditions, approval of the preliminary plat can be granted.

FINAL PLAT REVIEW

The applicant has submitted a final plat application in conjunction with the preliminary plat.

Written comments from each of the utility companies have been submitted and considered from all utility companies except TCT (CenturyLink, Optimum, and Energy West have submitted comments). Prior to Council approval, a letter from TCT must be received and considered.

Recommended conditions of the Final Plat include:

PRIOR TO COUNCIL APPROVAL:

1. Receipt of the outstanding letter from TCT, and compliance with any conditions thereof.

PRIOR TO THE MAYOR SIGNING THE PLAT:

2. Payment of ¾" or larger water taps for each lot.
3. Payment of applicable electrical service fees (Minimum single-phase service fees for Lots 1 and 3).
4. Provide a recordable original of the Final Plat, meeting all applicable requirements, for signature and recording. Recording fees shall be the responsibility of the applicant.

PRIOR TO ISSUANCE OF A BUILDING PERMIT:

5. Installation of, or performance bond for, the 4" sewer stubs into each lot.
6. Construction of the new shared approach to WYDOT standards, and replacement of the unused approach with standard curb and gutter meeting WYDOT standards prior to development of Lots 2 and 3.

AGENDA ITEM NO. _____

ATTACHMENTS

Application.
Preliminary and Final Plats.

FISCAL IMPACT

No measureable financial impacts to the City are anticipated from the act of subdividing the property.

ALTERNATIVES

Approve, conditionally approve, or deny the preliminary plat and final plat by Green Wing Properties, LLC.

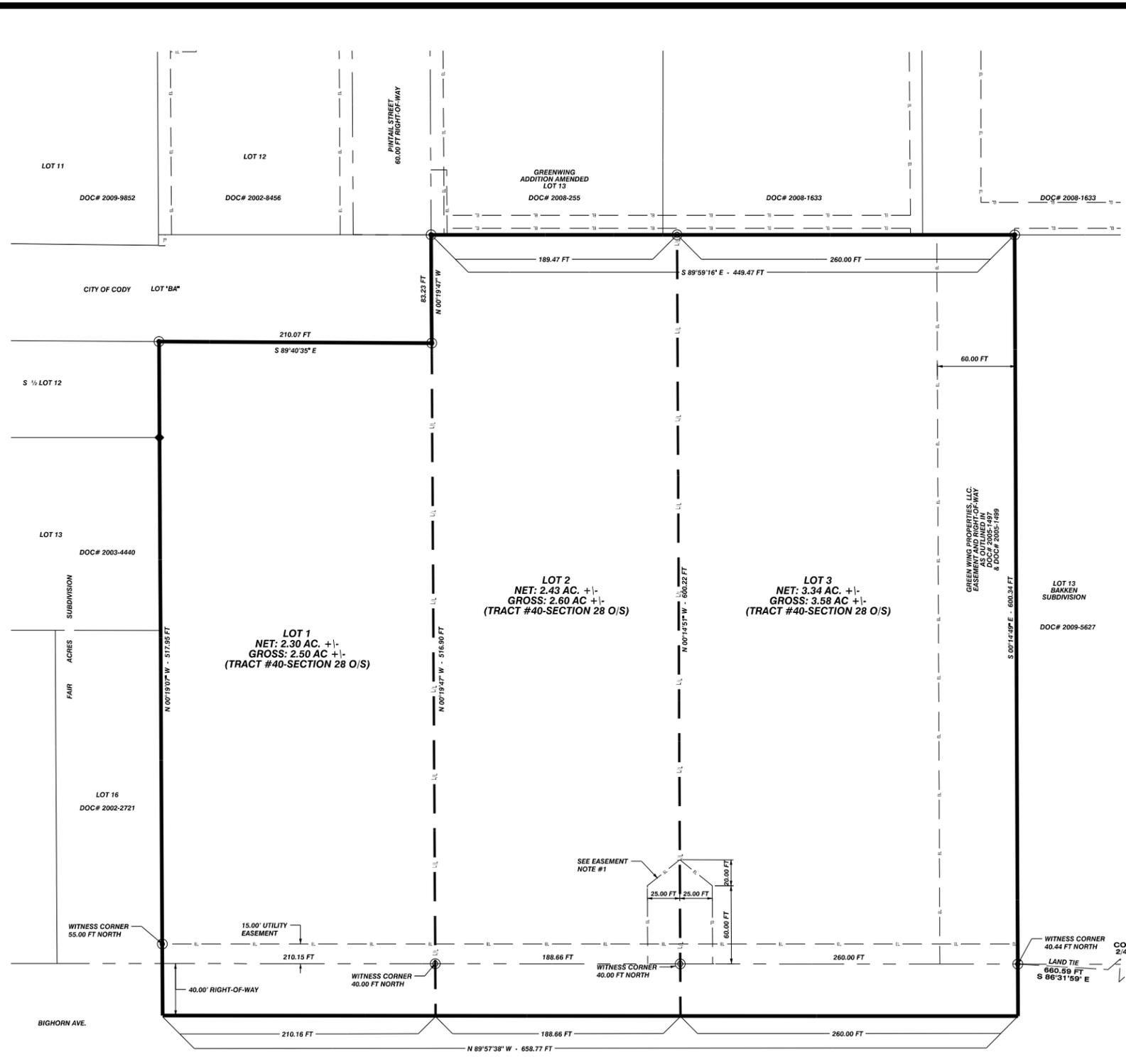
RECOMMENDATIONS

Approve the corrected preliminary plat and final plat known as the G.W. Minor Subdivision, subject to the conditions noted in the staff report.

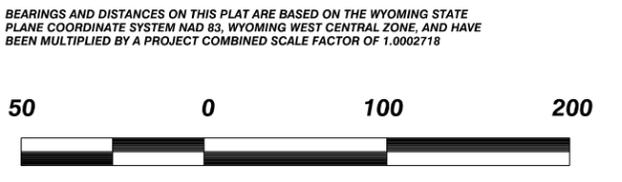
AGENDA & SUMMARY REPORT TO:

Curtis Ryan of Green Wing Properties.

H:\PUBLIC WORKS\COUNCIL INFORMATION\COUNCIL INFO. 2012\AGENDA ITEM SUMMARY REPORT GW MINOR SUBDIVISION.DOC



TR 1 DOC# 2004-532 POWELL HIGHWAY SUBDIVISION	LOT 4 DOC# 2001-5120 LOT 12 DOC# 2009-9852	LOT 1 DOC# 2006-5273	LOT 2 DOC# 2004-7712	BK:198 PG:723	TR 71-C DOC# 2005-9523	BK:74 PG:78	DOC# 2007-2866	TR 71-B DOC# 2005-6952
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LEGEND	
SUBDIVISION BOUNDARY	FOUND ALUMINUM CAP
LOT LINE	SET ALUMINUM CAP
EASEMENT LINE	FOUND IRON PIPE
RIGHT-OF-WAY	
ADJACENT PROPERTIES	

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF THE LANDS NOTED HEREON IN THE DESCRIPTION OF LANDS; THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED; THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE HEREBY DEDICATE THE EASEMENTS AND HIGHWAY RIGHT-OF-WAY LABELED HEREON TO THE USES SO NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS OF RECORD; THAT THE SOLE PURPOSE OF THE SUBDIVISION IS TO SUBDIVIDE THE LANDS AS SHOWN HEREON; AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

GREEN WING PROPERTIES, L.L.C.
CURTIS L. RYAN, MANAGER

STATE OF WYOMING)
COUNTY OF PARK) SS
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY CURTIS RYAN ON THIS _____ DAY OF _____, 2012. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

DESCRIPTION OF LANDS

A PARCEL OF LAND LOCATED WITHIN LOT BB TRACT 40 RESURVEY, SECTION 28 O.S. T.53N., R.101W., PARK COUNTY, WY., 6TH P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2, LOT 12, FAIR ACRES SUBDIVISION WITHIN THE CITY OF CODY OF SAID TRACT 40; THENCE S 89°40'35" E FOR A DISTANCE OF 210.07 FEET TO A POINT; THENCE N 00°19'47" W FOR A DISTANCE OF 83.23 FEET TO A POINT; THENCE S 89°59'16" E FOR A DISTANCE OF 449.47 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE S 00°14'51" E FOR A DISTANCE OF 600.34 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N 89°57'38" W FOR A DISTANCE OF 658.77 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N 00°19'08" W FOR A DISTANCE OF 517.95 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 8.68 ACRES MORE OR LESS.

PLANNING AND ZONING APPROVAL

THIS PLAT OF G.W. MINOR SUBDIVISION WAS RECOMMENDED FOR APPROVAL BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING ON THE _____ DAY OF _____, 2012.

BY: _____ ATTEST: _____
CHAIRMAN SECRETARY

CITY COUNCIL APPROVAL

THIS PLAT OF G.W. MINOR SUBDIVISION WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CODY, WYOMING ON THE _____ DAY OF _____, 2012.

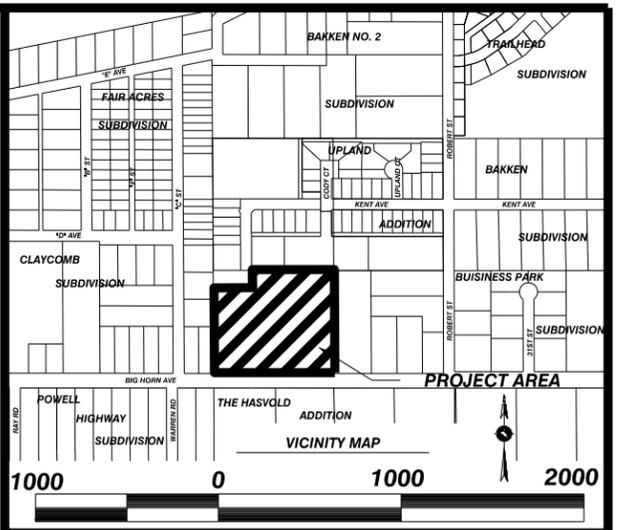
BY: _____ ATTEST: _____
MAYOR SECRETARY

NOTES

- SUBDIVISION AREA IS 8.68 ACRES +/-.
- ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:150,000.
- ALL LOT OWNERS WILL BE REQUIRED TO RETAIN AN ENGINEER TO ANALYZE THE DRAINAGE ON EACH LOT AT TIME OF SITE PLAN SUBMITTAL. SAID ANALYSIS MUST BE SUBMITTED TO THE CITY FOR APPROVAL TO ASSURE THAT ANY PROPOSED INCREASE IN RUNOFF WILL BE RETAINED ON SITE IN AN APPROVED MANNER.
- DEVELOPER HAS/WILL PAY CITY TAP FEE FOR 1/2 TREATED WATER SERVICES. SERVICES TO BE INSTALLED AT TIME OF LOT DEVELOPMENT. IF LARGER SERVICE SIZE IS REQUIRED, ADDITIONAL FEES SHALL BE PAID BY LOT OWNER.
- BIG HORN AVENUE IS A CONTROLLED ACCESS STATE HIGHWAY. ACCESS IS LIMITED TO PERMITTED APPROACH LOCATIONS.
- WATER RIGHTS FROM THIS PROPERTY HAVE BEEN DETACHED. SEE DOC.# 2010-1488.

EASEMENT NOTES

- ACCESS EASEMENT FOR INGRESS & EGRESS TO LOTS 2&3. NO FENCES OR STRUCTURES SHALL BE PLACED WITHIN THE EASEMENT



CLERK AND RECORDERS ACCEPTANCE

THIS PLAT OF G.W. MINOR SUBDIVISION WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ M. ON THIS _____ DAY OF _____, 2012, FILED FOR RECORDING IN BOOK OR PLAT CABINET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____.

PARK COUNTY CLERK

BY _____, DEPUTY.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF PARK) SS

I, PAUL R. CAMPBELL OF CODY, WYOMING HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD AND RECORD DATA AND THAT IT IS A MINOR SUBDIVISION WITHIN LOT BB TRACT 40 RESURVEY, SECTION 28 O.S. T.53N., R.101W., PARK COUNTY, WY., 6TH P.M.

PAUL R. CAMPBELL
WYOMING REGISTRATION NO. 2571 L.S.

FINAL PLAT

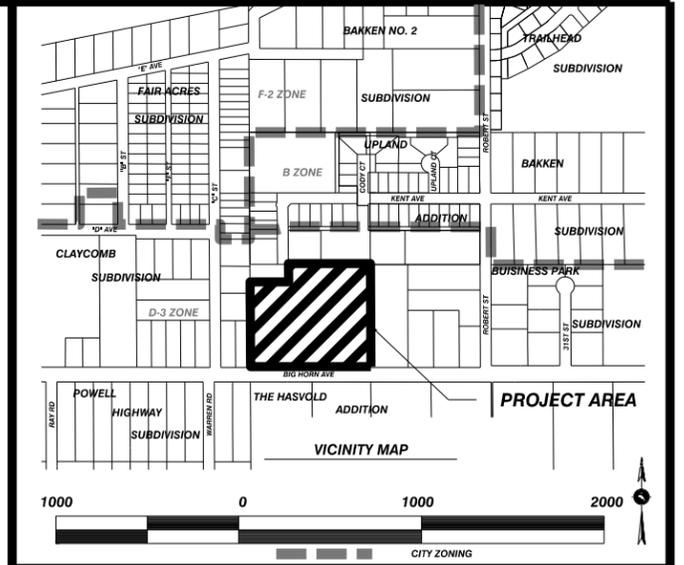
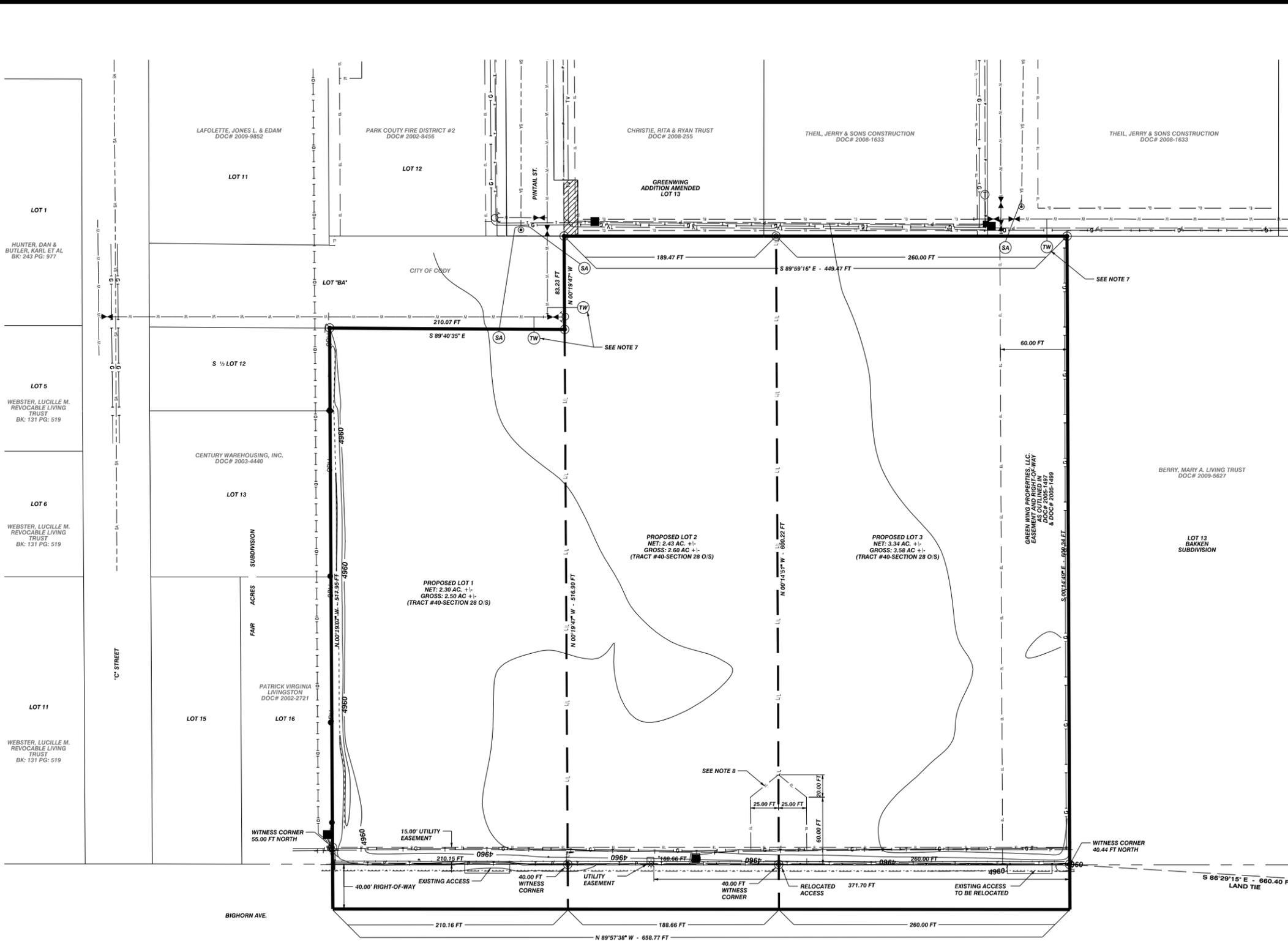
SHOWING

G.W. MINOR SUBDIVISION

A RESUBDIVISION OF LOT BB, WITHIN TRACT 40 RESURVEY, ALSO BEING SECTION 28 O.S.

T.53N., R.101W., 6TH P.M. CITY OF CODY, PARK COUNTY, WYOMING

	SAGE CIVIL ENGINEERING 2824 BIGHORN AVE. CODY, WY 82414 307-527-0915	APRIL 12, 2012 W.O. 2012-018 2012-18_FLPLAT.dgn
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LEGEND

SUBDIVISION BOUNDARY	PROPOSED 4" SANITARY SEWER SERVICES
LOT LINE	PROPOSED TREATED WATER SERVICE
EASEMENT LINE	GAS SERVICE
RIGHT-OF-WAY	TELEPHONE SERVICE
ADJACENT PROPERTIES	SANITARY SEWER MAN HOLE
SANITARY SEWER LINE	POWER JUNCTION BOX
TREATED WATER LINE	LIGHT POLE
GAS LINE	POWER POLE
POWER LINE	FOUND ALUMINUM CAP
OVERHEAD POWER	SET ALUMINUM CAP
TV CABLE	FOUND IRON PIPE
TELEPHONE CABLE	
FIBER OPTIC	
FENCE	
BACK OF SIDEWALK	
TOP BACK OF CURB	

- NOTES**
- ZONING OF SUBDIVISION IS D-3
 - ZONING OF ADJACENT PROPERTY IS D-3
 - PROPOSED USAGE FOR LOTS IS COMMERCIAL
 - THE TOTAL ACREAGE OF THE SUBDIVISION IS 8.68 ACRES +/-
 - EXISTING UTILITY LOCATIONS BASED ON:
 CITY OF CODY - TREATED WATER LINE - 8 FT DEPTH
 CITY OF CODY - SANITARY SEWER - FIELD LOCATE 8 INCH PVC, 10 FT DEPTH (APPROX.)
 CITY OF CODY - ELECTRICAL - FIELD LOCATE 36-48 IN DEPTH (APPROX.)
 ENERGY WEST - GAS LINE - FIELD LOCATE 3 FT DEPTH (APPROX.)
 CENTURYLINK - TELEPHONE LINE - FIELD LOCATE 2 FT DEPTH (APPROX.)
 - WATER RIGHTS FOR THIS PROPERTY HAVE BEEN DETACHED. SEE DOC.# 2010-1488.
 - ALL LOT OWNERS WILL BE REQUIRED TO RETAIN AN ENGINEER TO ANALYZE THE DRAINAGE ON EACH LOT AT TIME OF SITE PLAN SUBMITTAL. SAID ANALYSIS MUST BE SUBMITTED TO THE CITY FOR APPROVAL TO ASSURE THAT ANY PROPOSED INCREASE IN RUNOFF WILL BE RETAINED ON SITE IN AN APPROVED MANNER.
 - DEVELOPER HAS/WILL PAY CITY TAP FEE FOR 3/4" TREATED WATER SERVICES. SERVICES TO BE INSTALLED AT TIME OF LOT DEVELOPMENT. IF LARGER SERVICE SIZE IS REQUIRED, ADDITIONAL FEES SHALL BE PAID BY LOT OWNER.
 - ACCESS EASEMENT FOR INGRESS & EGRESS TO LOTS 2 & 3. NO FENCES OR STRUCTURES SHALL BE PLACED WITHIN THE EASEMENT

PRELIMINARY PLAT

SHOWING

G.W. MINOR SUBDIVISION

**A RESUBDIVISION OF LOT BB,
WITHIN TRACT 40 RESURVEY,
ALSO BEING SECTION 28 O.S.**

**T.53N., R.101W., 6TH P.M.
CITY OF CODY, PARK COUNTY, WYOMING**

OWNER/PRIMARY CONTACT:
CURTIS RYAN - MANAGER
GREENWING PROPERTIES, LLC
P.O. BOX 85
CODY, WY 82414

SAGE CIVIL ENGINEERING
2824 BIGHORN AVE.
CODY, WY 82414
307-527-0915

APRIL 12, 2012
W.O. 2012-018
2012-18_PP.LAT.dgn



MEETING DATE: APRIL 17, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Change in Dispensing Room

ACTION TO BE TAKEN:

Consider approving a request to change the dispensing room for Diehl Enterprises, Inc dba Chamberlin Inn to a 14' x 19' room on the northeast corner of building, first floor.

SUMMARY OF INFORMATION:

Diehl Enterprises, Inc dba Chamberlin Inn was awarded a retail liquor license on March 29, 2012. Ev Diehl would like to change the location of one of the dispensing rooms originally approved in the application. The current dispensing room is a 5' x 10' room of the conference room. The proposed dispensing room would be located in the kitchen rather than off the conference room and would be described as a 14' x 19' room on the northeast corner of building, first floor. Mr. Diehl feels this would enable better security in regards to minors.

FISCAL IMPACT

None.

ALTERNATIVES

Deny the request to change the location of the dispensing room.

ATTACHMENTS

Agenda request form
Drawing of current and proposed dispensing rooms

AGENDA & SUMMARY REPORT TO:

Ev Diehl 250-3487.

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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Name of person to appear before the Council EV DIEHL

Organization Represented DIEHL ENTERPRISES, INC. DBA CHAMBERLIN INN

Date you wish to appear before the Council YES

Mailing Address 1032 12TH ST. Telephone 307-250-3487

E-Mail Address ev@chamberlininn.com

Preferred form of contact: Telephone _____ E-Mail

Names of all individuals who will speak on this topic EV DIEHL

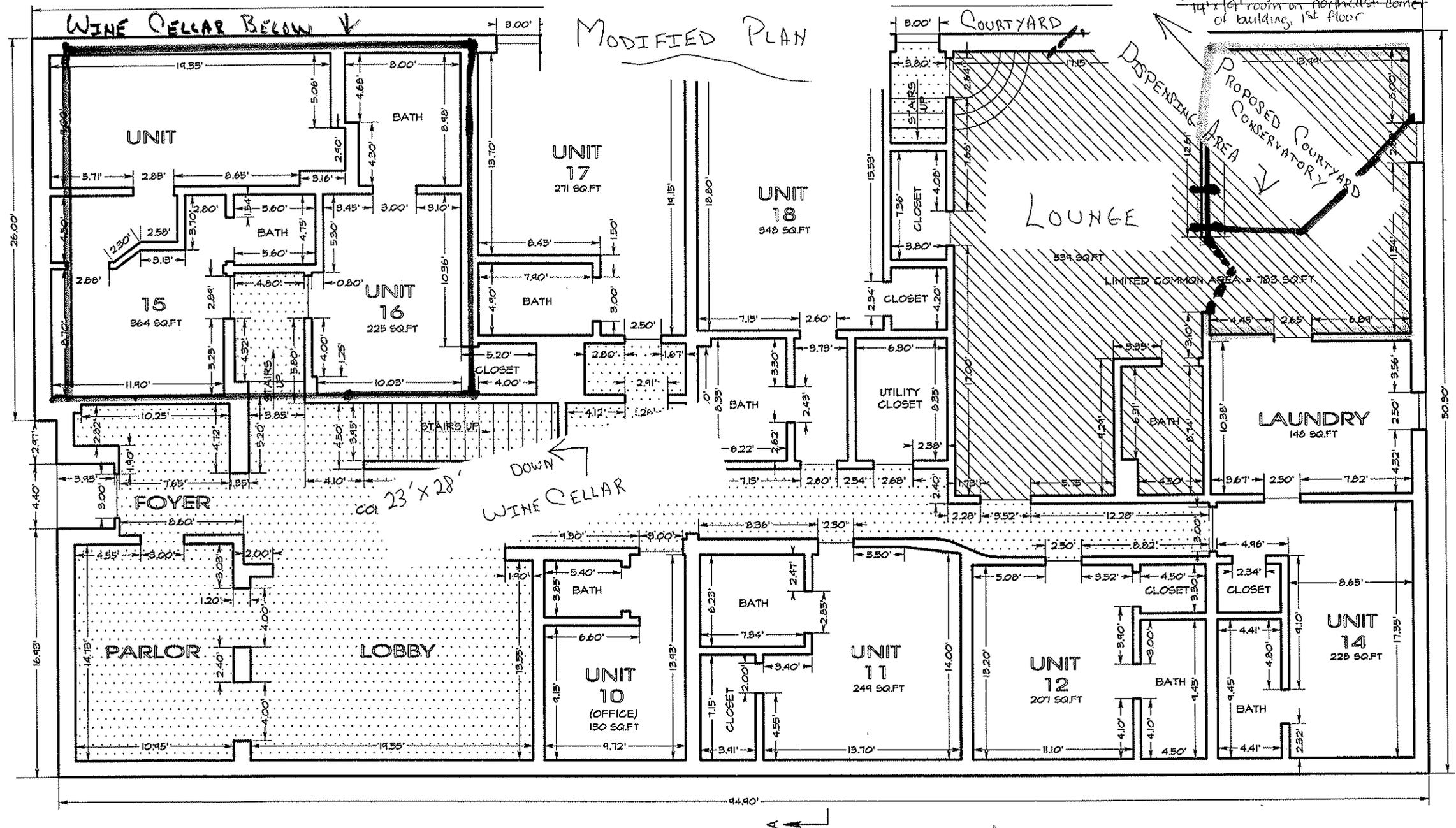
Event Title (if applicable) _____

Date(s) of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary)
RELOCATION OF DISPENSING ROOM FOR CITY
RETAIL LIQUOR LICENSE.

Which City employee(s) have you spoken to about this issue? SARA WEAD,
STEVE PAYNE

Signature [Signature] Date 4/9/12



MODIFIED PLAN

HOTEL FIRST FLOOR

SCALE: 1" = 6'

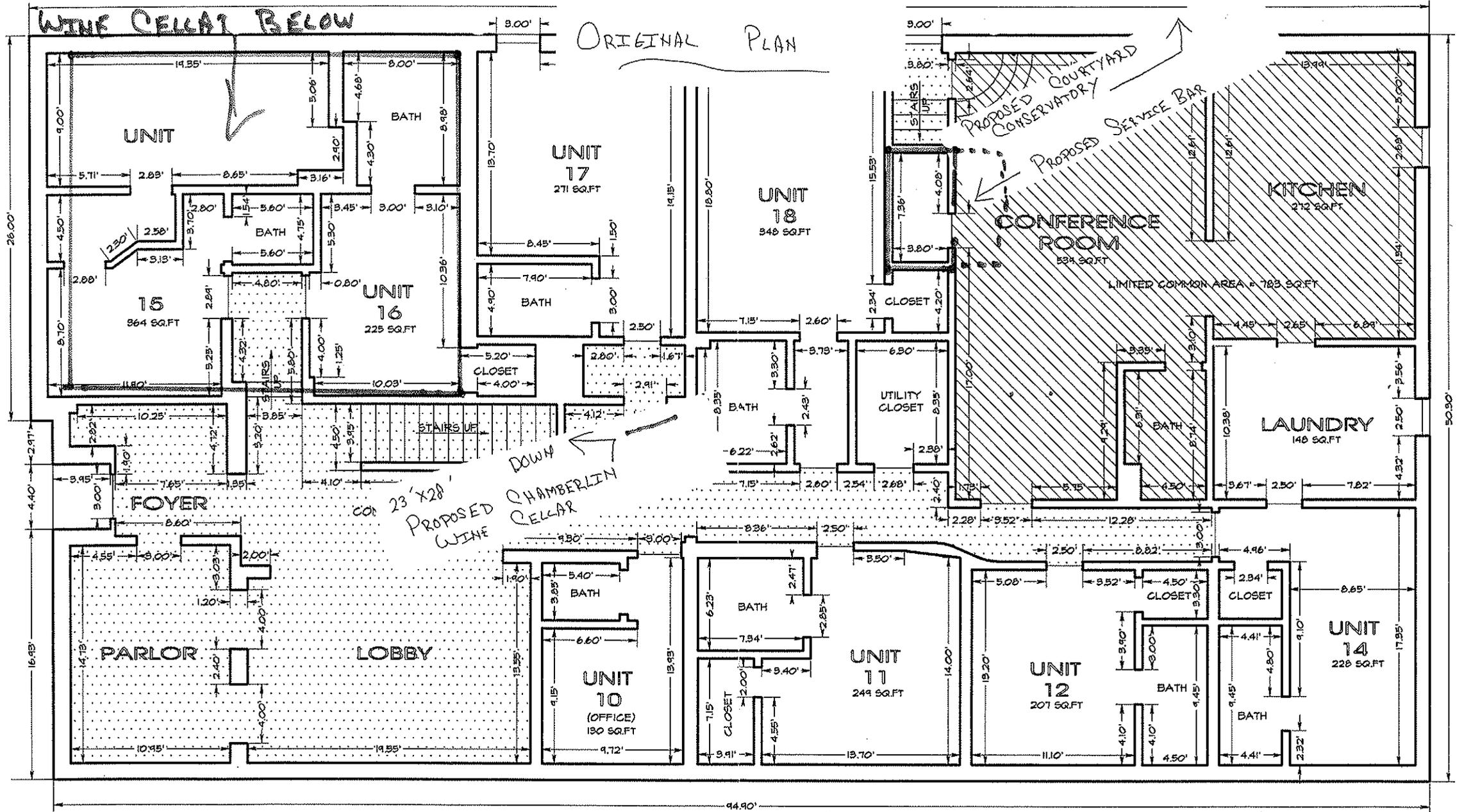
CHAMBERLIN INN

LEGEND

- DENOTES GENERAL COMMON ELEMENT
- //// DENOTES LIMITED COMMON ELEMENT
- DENOTES PRIVATE ELEMENT (NO HATCH)

HOTEL STRUCTURE AREA NOTES

TOTAL AREA	9,651 SQ.FT
FIRST FLOOR AREA	4,812 SQ.FT
SECOND FLOOR AREA	4,839 SQ.FT
TOTAL COMMON AREA	2,232 SQ.FT
TOTAL LIMITED COMMON AREA	783 SQ.FT



LEGEND

- DENOTES GENERAL COMMON ELEMENT
- DENOTES LIMITED COMMON ELEMENT
- DENOTES PRIVATE ELEMENT (NO HATCH)

HOTEL FIRST FLOOR

SCALE: 1" = 6'

CHAMBERLIN INN

HOTEL STRUCTURE AREA NOTES

TOTAL AREA	9651 SQ.FT
FIRST FLOOR AREA	4812 SQ.FT
SECOND FLOOR AREA	4839 SQ.FT
TOTAL COMMON AREA	2232 SQ.FT
TOTAL LIMITED COMMON AREA	783 SQ.FT

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Name of person to appear before the Council Roberto's Lunch wagon
Organization Represented ~~If we have to we will~~
Date you wish to appear before the Council If we have to we will.
Mailing Address 456 N. Absaroka Telephone 307-254-8858
E-Mail Address emmafigueroaaguilar@yahoo.com
Preferred form of contact: Telephone 307-254-8858 E-Mail _____
Names of all individuals who will speak on this topic Ramon & Emma Rodriguez

Event Title (if applicable) Lunch wagon
Date(s) of Event (if applicable) evening - 9pm - 3am
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Just wanted to sell tacos in the evening like SAT or Friday or Saturdays. and events that go on in Cody.

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

Signature Emma Rodriguez Date 4/23/12
Ramon Rodriguez 4/23/12

MEETING DATE: MAY 15, 2012
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: RICK MANCHESTER,
DIRECTOR

Roberto's Lunch Wagon

ACTION TO BE TAKEN:

Roberto's Lunch Wagon would like to enter into an agreement with the City of Cody to sell Mexican food on City owned property or public right-of-way.

SUMMARY OF INFORMATION:

Their request is to develop an agreement that allows them to sell food from a truck. The proposed hours of operation are 9pm-3am at the Bell Plaza or another location if necessary. As a test program, they would like to sell food from June 1, 2012 through October 31, 2012. Transient merchant license will not apply since they are Park County residents. The vendor is requesting use of City electricity for their operation. The vendor is required to have liability insurance naming the City as additionally insured.

If City Council supports the idea, staff will develop an agreement and present it for approval by the City Council. At that time we will be requesting authorization for the Mayor to sign the agreement. With the exception of use of electricity, this is a request similar to the Hot Dog Stand and Bottled Water sales. Neither the hot dog nor water sales have been considered a steady revenue stream for the City. In fact, I would say that we spend more money in the time it takes drafting the agreements than we receive in payment over the course of the agreements.

FISCAL IMPACT

The typical agreements of this nature are an 80/20 split with the City receiving 20% of all gross sales. The vendor is also required to pay associated utilities including trash removal.

ALTERNATIVES

1. Approve the request and direct staff to bring back an agreement that Council will approve the Mayor to sign.
2. Approve the request now and authorize the Mayor to sign an agreement that is developed and approved by the City Attorney.
3. Deny the request.

ATTACHMENTS

1. Agenda Request Form
2. Picture of Wagon

AGENDA & SUMMARY REPORT TO:

Emma Rodriguez, (307) 254-8858 emmafigueroaaguilar@yahoo.com

AGENDA ITEM NO. _____

Edward Jones | INVESTMENTS

Sticks and Stones
Decorative & Home Furnishings

CODY FINE ART

Western • Vintage • Land

TACO'S

T CO'S

CENTER
LANE
ONLY



City of Cody Agenda Request Form

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Name of person to appear before the Council Ty Nelson, Samantha Garcia

Organization Represented First Bank of Wyoming

Date you wish to appear before the Council May 15, 2012

Mailing Address 1426 Sheridan Ave, Cody, WY 82414 Telephone 587-3800

E-Mail Address sgarcia@firstbankofwyoming.com

Preferred form of contact: Telephone 587-3800 E-Mail sgarcia@firstbankofwyoming.com

Names of all individuals who will speak on this topic
Ty Nelson - Samantha Garcia

Event Title (if applicable) Celebrate First Bank of Wyoming's 100 years with a FREE Concert

Date(s) of Event (if applicable) August 5, 2012

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) see attached page

Which City employee(s) have you spoken to about this issue?
Steve Payne, Public Works Director

Signature Samantha Garcia Date 5/7/12

Request for Concert in the City Park

By First Bank of Wyoming

Date of Request: Sunday, August 5, 2012
Event: FREE concert courtesy of First Bank of Wyoming to Celebrate the banks centennial and thank the community for support over the last 100 years
Entertainment: Bellamy Brothers
Location: City Park
908 Sheridan Ave
Cody, WY
Requested park facilities:

- Band shell
- Tennis courts to use as a sectioned off area where we could put a large tent and use for a reception area
- Park area
- Restrooms

Requested Street Closures:
9th Street, Beck Street (between 9th & 10th) and 10th Street

Vendors: We would like to invite local food vendors to participate; First Bank of Wyoming would pay for the transit license and the additional \$25 for each participating vendor. Vendors will be required to have a state food license and insurance. **No alcohol sales will be allowed.** Vendors will be expected to clean up the area they occupied.

Sanitation: Additional trash receptacles will be arranged by First Bank of Wyoming

Insurance: Wyoming Financial, Luke Anderson
Insurance policy would list City of Cody as additional insured

Volunteer Staff: First Bank of Wyoming employees -

- Security for Crowd Control (one or two at each corner of the park, 3 or 4 moving around within the park – all employees assigned to security would be wearing have vest with “SECURITY” clearly printed on them)
- Additional staff for set up, clean up, etc.

Proposed Time Schedule:

10:00 am	Set up for Concert
1:30 pm	Vendor set up
3:00 pm	Vendors Open
3:30 – 4:30 pm	Reception for bank employees and board members
4:30 – 5:00 pm	Concert Introduction
5:00 – 6:30 pm	Concert – Bellamy Brothers
7:00 pm	Vendors close and start tearing down
8:00 pm	Vendors gone and 10 th street re-opened
7:00 – 11:00 pm	Teardown and clean up
11:00 pm	9 th and Beck Streets re-open (worst case scenario – open streets up as soon as stage and band equipment is packed up)

This would be a family oriented event, with no alcohol permitted. Event would start at 3:00 with vendors open for food sales and then be over by 7:00 pm allowing for people to go to dinner, attend the rodeo, etc. There will be no charge for the community to attend the concert and the concert will be open to everyone.

MEETING DATE: MAY 15, 2012
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT

FIRST BANK OF WYOMING – 100TH YEAR IN BUSINESS CELEBRATION

ACTION:

The First Bank of Wyoming requests that the Mayor and Council authorize the closure of 9th and 10th Streets, between Sheridan Ave. and Beck Ave., Beck Ave. from 9th to 10th Street and authorize the use of City Park for a Free Concert. The street closures are requested from 10 AM to 11 PM on the 5th of August. This event is planned to be a rather large celebration of First Bank of Wyoming's 100th Year in business and they would like to close the streets to enable vendors to sell their wares on the streets while the concert and activities are under way. The band proposed to play on that day is the Bellamy Brothers.

SUMMARY:

Date of Request: August 5, 2012

Event: FREE Concert in City Park

Street Closures: Closure of 9th and 10th Streets, between Sheridan Ave. and Beck Ave., Beck Ave. from 9th to 10th Street

Entertainment: Bellamy Brothers

Vendors: First Bank of Wyoming will pay licensing fees for a Transient Merchants License and also the \$25/Vendor Fee.

Sanitation: First Bank of Wyoming will pay for extra sanitation collection for the event.

FISCAL IMPACT

There will be minimal impact to the City for the event. First Bank of Wyoming has agreed to pay licensing fees for a Transient Merchants License; the \$25/Vendor Fee, sanitation charges and fees to cover port-a-potties during the event.

ALTERNATIVES

1. Authorize the request for street closures and the use of City Park.
2. Authorize the request for street closures and the use of City Park with conditions.
3. Deny the request for street closures and the use of City Park.

RECOMMENDATION

Staff recommends that the Council authorize closure of 9th and 10th Streets, between Sheridan Ave. and Beck Ave., and Beck Ave. from 9th to 10th Street on the 5th of August from 10 AM to 11 PM and also authorize the use of City Park for a Free Concert subject to the following conditions:

1. The Promoter, First Bank of Wyoming, pays licensing fees for a Transient Merchants License and also the \$25/Vendor Fee.
2. The Promoter will supply to the City of Cody a list of the Vendors planning to set up in the Street.
3. The Promoter will supply to the City of Cody a copy of liability insurance for the event.
4. The Promoter will contract for and pay for Port-a-Potties to be set up in the park during the event.

AGENDA ITEM NO. _____

5. The Promoter will pay for extra sanitation collection for the event.

ATTACHMENT

Agenda Request and Summary Form

AGENDA & SUMMARY REPORT TO:

First Bank of Wyoming
1426 Sheridan Ave.
Cody, WY 82414
Attn: Ty Nelson and Samantha Garcia



U.S. Department of the Treasury

State Small Business Credit Initiative

SIGNATURE PAGE

The signature in this document refers to information submitted in the State Small Business Credit Initiative application. This signed statement will be considered an official record and must be submitted with the application and attachments.

The authorized state official must complete this application signature page, print and affix signature at the bottom of the page. The completed and signed application signature page must be emailed as part of the application form and attachments to SSBCIapplications@treasury.gov

APPLICANT INFORMATION	
Enter the name of the Applicant: <input type="text" value="Cody"/>	
Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.	
Organization Name: <input type="text" value="City of Laramie"/>	
Check one of the following boxes as appropriate for the organization:	
<input type="checkbox"/> State Department or Agency	
<input checked="" type="checkbox"/> Municipality	
<input type="checkbox"/> Other Political Subdivision	
Organizational DUNS:	<input type="text" value="78-328-1892"/>
Employer/Taxpayer Identification Number (EIN/TIN):	<input type="text" value="83-6000072"/>
SIGNATURE OF AUTHORIZED OFFICIAL	
Under penalties of perjury, I declare that I have examined the attached State Small Business Credit Initiative application and to the best of my knowledge and belief, the information in the application is true, correct, and complete. I certify that I am an authorized official for the applicant and authorized to submit this application.	
Name: <input type="text"/>	Title: <input type="text"/>
Email: <input type="text"/>	Phone: <input type="text"/>
Signature: (Sign in ink) _____	Date Signed: <u>April 4, 2012</u>



U.S. Department of the Treasury

State Small Business Credit Initiative (SSBCI) APPLICATION

Applicants must complete and submit this application form, relevant attachments, and the signature form on or before 5:00 pm ET June 27, 2011, to Treasury. The completed application and relevant attachments must be saved and emailed to SSBCEApplications@treasury.gov. Applicants should use the attachments provided to facilitate submission of supplemental information as required by certain sections below. For questions pertaining to any program terms used in this application form or appropriate methods by which to validate responses to the questions below, please consult the Application Instructions and the SSBCI Policy Guidelines. Central Contractor Registration (CCR) is required for all applicants. To register, go to www.ccr.gov/startregistration.asp.

For the purposes of this application, the term "Applicant" shall include all States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of Northern Mariana Islands, Guam, American Samoa, and the United States Virgin Islands, and under the circumstances described in title III, section 3004(d) of the Small Business Jobs Act of 2010 (P.L. 111-240) (the "Act"), a municipality of a State of the United States to which the Act has given a special permission under section 3004(d) of the Act.

Section 1: Applicant Information			
1A. Enter the name of the Applicant:		City of Laramie, WY and Joint Applicants (See Attachment Q-1A)	
1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application. Attach letter of designation from the governor of the State, or the chief executive of the territory or municipality. This letter must expressly state that the governor or chief executive has designated the department, agency or political subdivision named below to accept the SSBCI allocated funds on behalf of the State, territory or municipality; the entity designated below will implement the State program(s) and oversee the State program(s), and the entity designated below has all legal authority to enter into an Allocation Agreement with the Treasury.			
Organization Name:		City of Laramie, WY	
Check one of the following boxes as appropriate for the organization:			
		State Department or Agency	
<input checked="" type="checkbox"/>		Municipality	
		Other Political Subdivision	
Organizational DUNS	783281892	Registration Active in CCR:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Employer/Taxpayer Identification Number (EIN/TIN):		83-6000072	
Authorized Official's Name:	Janine Jordan	Title:	City Manager
Street Address:	Post Office Box C	City:	Laramie
State:	WY	Zip Code:	82073
1C. Name and contact information of person to be contacted on matters concerning this application.			
Name :	Janine Jordan	Title	City Manager
Email:	jjordan@ci.laramie.wy.us	Phone:	307.721.5226
1D. Contracting Entity. Complete this Section if the organization(s) or /entity(ies) administering one or more of the programs described in this application are different from Applicant listed in Section 1B. Space is provided below for applicants to enter information for up to four (4) such organizations/entities. Use the attachment for Section 1D to submit the information below for any additional organization/entity.			
1. Name of Contracting Entity:	Wyoming Smart Capital Network, LLC	Program Name:	Credit Guarantee Program Seed Capital Network Program
Indicate (by checking the appropriate box below) if such entity is:			
		Agency or Department of another State	
<input checked="" type="checkbox"/>		For-profit Entity Supervised by State	
		Non-profit Entity Supervised by State	

Name of Authorized Official: Robert Heard Title: Managing Director

Street Address: 4218 Cheyenne Drive City: Laramie
 State: WY Zip Code: 82072

Enter contact person information below:

Name: Robert Heard Title: Managing Director
 Email: rheard@dcnteam.com Phone: 405.848.3572

2. Name of Contracting Entity: Development Capital Networks LLC Program Name: Credit Guarantee Program
 Seed Capital Network Program

Indicate (by checking the appropriate box below) if such entity is:

Agency or Department of another State
 For-profit Entity Supervised by State
 Non-profit Entity Supervised by State

Name of Authorized Official: Paul Huleatt Title: Managing Director
 Street Address: 10565 N 114th Street, Ste 110 City: Scottsdale
 State: AZ Zip Code: 85259

Enter contact person information below:

Name: Paul Huleatt Title: Managing Director
 Email: phuleatt@dcnteam.com Phone: 602.795.8825

1E. Have all legal actions been taken pursuant to applicable State laws that are necessary to enable the designee to implement the Applicant program(s) described herein? Check the appropriate box.

No – Do not continue with this application
 Yes – Please attach a narrative describing the necessary legal actions that have been or need to be taken. The narrative should confirm that (1) the entity is legally capable to bind the State, territory or municipality to obligations with the Federal Government; and (2) the legal mechanisms are in place for the State, territory, or municipality to accept the transfer of SSBCI funds and deliver funds to the entity designated in Section 1B. **Please refer to attorney opinion letter from the City of Laramie and the attached letters of designation from Joint Applicants.**

Section 2 Amount Requested

2A. Enter the total amount of SSBCI funds requested. Do not exceed the amount allocated by Treasury under Act to the State, territory or municipality.

Amount: \$13,168,350

2B. Will all or part of the requested amount be used as collateral for a qualifying loan or swap funding facility?

Yes, all of the requested amount Yes, part of the requested amount No

If yes, provide the following information:

Amount of funding:
 Names(s) of private financial entity(s):

Attach commitment letter from source of financing. If commitment letter is unavailable, use the attachment for Section 2B to describe the items and structure of the transaction. The description should not exceed 1 page.

2C. If applying for more than one program enter the information below for each program (use the attachment for Section 2C if more space is needed for additional programs):

1.	Name of Program	Credit Guarantee Program			CAP	<input checked="" type="checkbox"/>	OCSP	Amount Requested:	\$10,168,350
2.	Name of Program	Seed Capital Network Program			CAP	<input checked="" type="checkbox"/>	OCSP	Amount Requested:	\$ 3,000,000
3.	Name of Program				CAP		OCSP	Amount Requested:	
4.	Name of Program				CAP		OCSP	Amount Requested:	
5.	Name of Program				CAP		OCSP	Amount Requested:	

2D. For both CAPs and OCSPs, use attachment for Section 2D to indicate how the Applicant plans to use SSBCI funds to provide access to capital for small businesses (1) in low- and moderate-income communities, (2) in minority communities, (3) in other underserved communities, and to (4) women- and minority-owned small businesses. The Applicant's plans must include a narrative on how the Applicant will monitor the performance of its plans to provide access to capital to small businesses meeting these criteria.

Section 3. Capital Access Program (CAP) Complete this Section if applying for SSBCI funds to use for a CAP

3A. Confirm by checking the boxes below that the Applicant's CAP satisfies each of the 4 criteria. Applicants should use the attachment for Section 3A to describe the CAP and explain how the CAP meets each criterion. Documentation should not exceed 5 pages.

Provides portfolio insurance for business loans based on a separate loan-loss reserve fund for each financial institution.
Requires insurance premiums to be paid by participating financial institution lenders and by the business borrowers to the CAP-created reserve fund to have their loans enrolled in such reserve fund.
Provides for contributions to be made by the State to the CAP-created reserve fund in amounts at least equal to the sum of the amount of the insurance premium charges paid by the borrower and the financial institution to the reserve fund for any newly enrolled loan.
Provides portfolio insurance solely for loans that meet both the following requirements: (a) The borrower has 500 employees (as defined at 13 C.F.R. Part 121.106) or less at the time that the loan is enrolled in the CAP and (b) the loan amount does not exceed \$5,000,000.

3B. Lender capital at-risk criteria: For loans made under Applicant CAP programs where financial institution lenders bear less than 20% risk of loss, use the attachment for Section 3B to articulate exceptional circumstances as to why the financial institution lender is unable to bear a greater share of the risk.

3C. Is the Applicant's CAP a new program or an existing program? Check the appropriate box.

New, beginning with SSBCI

Existing

3D. Enrolled loan data: Applicants establishing new programs will be required to provide detailed assumptions for their estimates of total enrolled loans, total loan amounts and the estimated total Federal contributions over the lifespan of the SSBCI. Applicants with existing programs should provide historical data for total enrolled loans, total loan amounts, and total public subsidies for these loans, and use this historical data to estimate total enrolled loans, total loan amounts, and the estimated total Federal contributions over the lifespan of SSBCI. Applicants should use the attachment for Section 3D to provide these estimates.

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4A. Check all types of OCSPs for which the application applies and use the attachment for Section 4A to provide a narrative statement describing each program. Statement should include (1) background of the program; (2) summary of program guidelines; (3) historical performance of the program (for existing programs); and (4) expected performance of the program. Narrative statement must not exceed 3 pages for each OCSP.

- Loan participation program (may be structured in the form of a loan purchase or companion loan transaction).
 - Applicant-run venture capital fund program.
 - Credit guarantee program.
- Other types of credit support programs that use public resources to promote private access to credit, are not a CAP, and meet the eligibility criteria for OCSPs.

4B. Confirm by checking each box below (box 3 should only be checked if it is applicable) that each program checked in Section 4A, above, satisfies the following criteria:

- At a minimum, \$1 of public investment by the State OCSP will cause and result in \$1 of new private credit.
- The Applicant has a reasonable expectation that, when considered with all other Applicant programs, such Applicant programs together have the ability to use amounts of new Federal contributions to, or for the account of, all such programs to cause new small business lending at least 10 times the SSBCI contributed Federal amount.
- If the Applicant OCSP provides credit support through a financial institution lender or through a non-financial institution lender or investor, the financial institution lender (or, if applicable, the non-financial institution lender or investor) has a meaningful amount of its own capital resources at risk in the loan or investment to the eligible small business. The term "meaningful capital" may vary for different programs. Guidelines for CAPs and OCSPs are contained in the SSBCI Policy Guidelines. For instances where financial institution lender(s) bear less than 20% risk of loss, Applicants should use the attachment for Section 4B to articulate exceptional circumstances as to why the financial institution lender is unable to bear a greater share of the risk.
- The OCSP provides credit support that meets all the following requirements: (1) targets an average borrower size of 500 employees or less*; (2) does not extend support to borrowers that have more than 750 employees; (3) targets support towards loans with an average principal amount of \$5,000,000 or less; and (4) does not extend credit support to loans that exceed a principal amount of \$20,000,000.

*The definition at 13 C.F.R. Part 121.106 should be used to calculate the number of employees.

<p>4C. Leverage calculations: Provide an attachment showing the calculation and the assumptions for the first two boxes above. If the Applicant expects to achieve the 10:1 private leveraging target through subsequent private financing to the small businesses over time, the attachment should show the expected private leverage year-by-year and cumulatively through December 31, 2016, the last date through which Applicants are expected to report program performance. Please refer to the SSBCI Program Guidelines for examples.</p>
<p>4D. Is the OCSP a new program or an existing program? Check the appropriate box.</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> New, beginning with SSBCI <input type="checkbox"/> Existing </p>
<p>4E. Provide documentation (use the attachment for Section 4E) describing the anticipated benefits from each OCSP to the (a) State, (b) its businesses, (c) its residents, and (d) describe the extent to which resulting small business lending will expand economic opportunities. For Loan Guarantee Programs, States must provide detailed assumptions concerning estimated number of loans and estimated loan amounts during the course of the SSBCI. States that are enacting new Collateral Support Programs should present detailed assumptions concerning estimated loan volume and overall Federal collateral support used for such loans. Documentation should not exceed 5 pages. The metrics used should include, but need not be limited to:</p> <ul style="list-style-type: none"> • Jobs created • The number and value of new OCSP small business loans • Increase in sales, income or other tax revenues paid by businesses or employees
<p>4F. Provide documentation (use the attachment for Section 4F) for each OCSP describing (1) operational capacity, (2) skills, and (3) experience of the management team of the State OCSP. Documentation should not exceed 5 pages. The metrics used should include, but need not be limited to:</p> <ul style="list-style-type: none"> • Qualifications and financial industry experience of senior management • Experience of senior management in operating CAPs or OCSPs • Adoption of industry best practices (e.g., use of risk management strategies employed by analogous successful programs)
<p>4G. Provide documentation (Applicants should use the attachment for Section 4G) for each OCSP describing the capacity of OCSP staff to manage increases in the volume of its small business lending. Documentation should not exceed 2 pages. Evidence cited should include, but need not be limited to:</p> <ul style="list-style-type: none"> • Financial strength • Operational capacity
<p>4H. Provide documentation (Applicants should use the attachment for Section 4H) for each OCSP describing the internal accounting and administrative controls systems used by the OCSP staff and the means they use to safeguard against (a) waste, (b) loss, (c) unauthorized use, and (d) misappropriation. This description should not exceed 3 pages. If available, evidence cited should include, but need not be limited to:</p> <ul style="list-style-type: none"> • Periodic internal audits • Annual independent audits (including management letters) • Program financial statements current within the last 6 months. • Accounting and financial reporting system compliant with OMB Circular A-127 <p>In addition, if available, the Applicant must attach a copy of the most recent independent financial audit or program financial statements for each OCSP, dated within the last six months. If no independent financial audit or program financial statements exist for the OCSP, then the Applicant must attach a copy of the independent financial audit or program financial statements, dated within the last six months, for the entity implementing each OCSP as identified in the response to Section 1B or 1D of the application.</p>
<p>Section 5: Compliance.</p>
<p>5A. Check any or all of the boxes below to indicate how the Applicant plans to staff oversight of compliance activities?</p> <p style="text-align: center;"> <input type="checkbox"/> Current Staff <input type="checkbox"/> New Staff <input checked="" type="checkbox"/> Contract Staff </p>
<p>5B. Provide a narrative statement (Applicants should use the attachment for Section 5B) describing what reporting mechanisms, audits, or other activities (a) the Applicant has in place or (b) need to be implemented to enable the Applicant to conduct oversight and meet annual reporting requirements for the proposed programs. Documentation should not exceed 3 pages.</p>

Applicants must save the completed PDF application and attachments and email to SSBCIapplications@treasury.gov
 Applicants must complete, sign, and email the signature page with the application and attachments.

Attachment - Question 1.A – Joint Applicants
The Wyoming municipalities of:

Casper

Honorable Paul C. Bertoglio, Mayor
200 North David, Casper, Wyoming 82601
307-235-8224

Cody

Honorable Nancy Tia Brown, Mayor
1338 Rumsey Avenue, POB 2200, Cody, Wyoming 82414
307-527-7511

Douglas

Honorable Bruce A. Jones, Mayor
101 North 4th Street, POB 1030, Douglas, Wyoming 82633
307-358-3462

Edgerton

Honorable H.H. "Buck" King, Junion, Mayor
311 North 2nd Street, POB 407, Edgerton, Wyoming 82635-0407
307-437-6763

Gillette

Honorable Tom Murphy, Mayor
201 East 5th Street, POB 3003, Gillette, Wyoming 82717
307-686-5203

Green River

Honorable Hank Castillon, Mayor
50 East 2nd North Street, Green River, Wyoming 82935
307-872-6136

Hanna

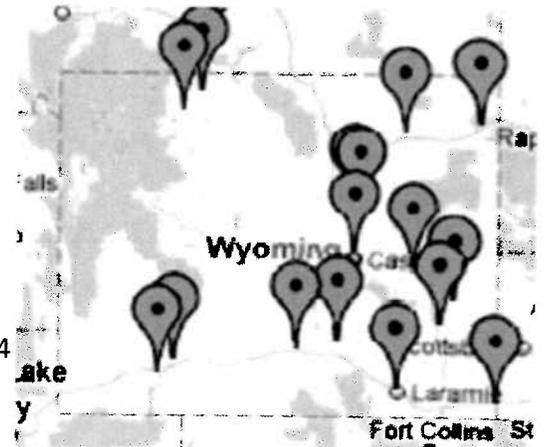
Honorable Tony Poulos, Mayor
301 South Adams, POB 99, Hanna, Wyoming 82327
307-325-9424

Hartville

Honorable Darrell L. Offe, Mayor
200 West Gambell Street, Hartville, Wyoming 82215
307-836-2288

Laramie

Janine Jordan, City Manager
406 Ivinson Street, POB C, Laramie, Wyoming 82073
307-721-5226



Post Office Box 190, Midwest, Wyoming 82643
307-437-6513

Pine Bluffs

Caryn Miller, CEO Town Administrator
220 Main Street, POB 429, Pine Bluffs, Wyoming 82082
307-245-3746

Powell

Honorable Scott Mangold, Mayor
270 North Clark Street, POB 1008, Powell, Wyoming 82435
307-754-5106

Rawlins

Honorable Kenneth C. Klouda, Mayor
521 West Cedar Street, POB 953, Rawlins, Wyoming 82301
307-328-4500

Rock Springs

Honorable Carl R. Demshar, Jr., Mayor
212 D Street, Rock Springs, Wyoming 82901
307-352-1510

Sundance

Honorable Paul Brooks, Mayor
213 Main Street, POB 542, Sundance, Wyoming 82729-0542
307-283-3451

Wheatland

Honorable Jean Dixon, Mayor
600 South 9th Street, Wheatland, Wyoming 82201
307-322-2962



U.S. Department of the Treasury

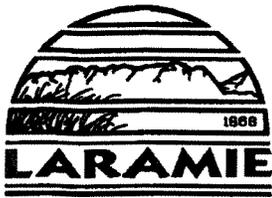
State Small Business Credit Initiative

SIGNATURE PAGE

The signature in this document refers to information submitted in the State Small Business Credit Initiative application. This signed statement will be considered an official record and must be submitted with the application and attachments.

The authorized state official must complete this application signature page, print and affix signature at the bottom of the page. The completed and signed application signature page must be emailed as part of the application form and attachments to SSBCApplications@treas.gov.

Section 1: Applicant Information			
<i>Enter the name of the Applicant:</i>		<i>City of Laramie, WY</i>	
<i>Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application</i>			
<i>Organization Name:</i>		<i>City of Laramie, WY</i>	
<i>Check one of the following boxes as appropriate for the organization:</i>			
	<input type="checkbox"/>	State Department or Agency	
	<input checked="" type="checkbox"/>	Municipality	
	<input type="checkbox"/>	Other Political Subdivision	
<i>Organizational DUNS:</i>		<i>783281892</i>	
<i>Employer/Taxpayer Identification Number (EIN/TIN):</i>		<i>83-6000072</i>	
SIGNATURE OF AUTHORIZED OFFICIAL			
Under penalties of perjury, I declare that I have examined the attached State Small Business Credit Initiative application and to the best of my knowledge and belief, the information in the application is true, correct, and complete. I certify that I am an authorized official for the applicant and authorized to submit this application.			
<i>Name:</i>	<i>Janine Jordan</i>	<i>Title:</i>	<i>City Manager</i>
<i>Email:</i>	<i>jjordan@ci.laramie.wy.us</i>	<i>Phone:</i>	<i>307.721.5226</i>
<i>Signature:</i> <i>(Sign in ink)</i>	_____	<i>Date Signed:</i>	_____



CITY OF LARAMIE
CITY MANAGER'S OFFICE
P. O. BOX C
LARAMIE, WY 82073

(307) 721-5226
FAX (307) 721-5211
TDD (307) 721-5295

Mr. Jeffrey Stout
U.S. Department of the Treasury
State Small Business Credit Initiative
Washington, D.C.

March 5, 2012

Mr. Stout,

The City of Laramie and municipal consortium partners selected Development Capital Network (DCN)/Wyoming Smart Capital Network as the entity to implement the SSBCI program following investigation and vetting of a proposal from the Development Capital Network (DCN). In June 2010, the City of Laramie and DCN met to discuss and examine DCN's proposal for a possible application for the SSBCI program.

The City of Laramie reviewed the credentials of DCN principals along with the venture capital project and funds management experience of DCN and its partner entities. The City of Laramie reviewed DCN/Cimarron publications and technical papers and considered relevant experience in other states. During this process City officials including the City Manager, City Attorney, and City Council Members met on numerous occasions with Founder Robert G. Heard and Managing Director Paul Huleatt. These individuals were reviewed as to their volunteered credentials and the programs administered by the entities which they managed. In addition, City officials met with the proposed Executive Director of the Wyoming Smart Capital Network (WSCN), Diane Wolverton. Credentials and proposal details were collaboratively reviewed with the Director and Board Members of our local economic development organization. Lastly, City staff conducted public policy research relative to innovative local government economic development strategies, with specific focus on entrepreneur-centered strategies in largely rural settings.

Upon fully vetting DCN/WSCN's credentials and the overall potential usefulness of the proposed program as an economic development tool, the City of Laramie worked to refine the proposal and gauge the interest of other cities and towns in the State. On August 2, 2011, the Laramie City Council resolved to submit application to the Department of Treasury for the SSBCI Program in partnership with other Wyoming cities and towns and to assume the role of "lead city" (Resolution 2011-52). In August and early-September, the City of Laramie and WSCN distributed an invitation to participate in the program to all ninety-nine Wyoming cities and towns. Each prospective partner-entity was provided with the credentials and experience portfolio of DCN/Cimarron and WSCN. The City of Laramie freely shared research we had conducted as the lead city, and every city and town was encouraged to conduct their own due diligence the level they determined necessary to satisfy their respective requirements. WSCN and City of Laramie officials met personally with elected and appointed officials in other jurisdictions as requested to answer questions and provide additional information.

The City of Laramie has a long history of actively striving to develop and diversify our local economy working with our local, state and regional economic development organizations including the Wyoming Business Council. My review of the program indicates that there is a potential for benefit to the City of Laramie and our partner communities in Wyoming to encourage and promote the economic expansion. Our local economic development strategies and partnerships have successfully grown and recruited established business, but we have almost no demonstrated history of facilitating entrepreneurial growth. As I discussed WSCN with the consortium partners they all agreed that a credit guarantee program under SSBCI would be useful; however, the group was most invigorated by the concept of developing a seed capital network to launch startup companies. Acting individually, the consortium partners would not attain or be able to sustain the development of a seed capital network or credit guarantee program. The City of Laramie and the consortium partners have determined DCN/WSCN have the prerequisite knowledge, skills and abilities to operate these programs under our oversight. The principals are well-qualified to manage the contractual obligations of the services agreement and are familiar with the SSBCI program objectives.

Sincerely,



Janine Jordan
City Manager



Section 1: Applicant Information

1A. Enter the name of the Applicant: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 2: Amount Requested

2D. For both CAPs and OCSPs, use the space provided below to indicate how the Applicant plans to use SSBCI funds to provide access to capital for small businesses (1) in low- and moderate-income communities, (2) in minority communities, (3) in other underserved communities, and to (4) women- and minority-owned small businesses. The Applicant's plans must include a narrative on how the Applicant will monitor the performance of its plans to provide access to capital to small businesses meeting these criteria.

The Wyoming Smart Capital Network (WSCN) is focused on small businesses with capital needs of less than \$1 million. The CGP anticipates average loans of approximately \$500,000. The strategy will incorporate outreach to minority and women owned businesses, and urban and economically impacted communities, with a goal of creating jobs within those communities.

A variety of methods and strategies will be utilized to increase capital in underserved communities.

1. WSCN is staffed with business development, credit underwriting, marketing, and web portal professionals committed to administering and promoting the WSCN to underserved communities as an integral part of the business development outreach.
2. WSCN will establish a network of participating banks, Small Business Development Centers, Community Development banks, SCORE centers and nonprofits serving minority and underserved communities.
3. WSCN will provide periodic outreach and training programs to participating and prospective lenders and groups of lenders. Additionally, staff will organize webinars and produce and distribute marketing materials to be distributed through training events, conferences, and partner newsletters and mailings.
4. WSCN staff will seek to leverage CGP participating banks' resources to provide outreach and periodic training to participating bank personnel.
5. WSCN will develop partnerships with economic development and community organizations to make small businesses aware of the CGP and SCN programs. Partnering organizations are expected to include chambers of commerce, industry trade associations, Community Development Financial Institutions, and groups supporting minority and women owned businesses.
6. WSCN will advertise in newsletters such as the LipperCurrent, a weekly newsletter distributed to investors, corporations, universities, and economic development organizations.
7. WSCN will host quarterly training and outreach events throughout the state in partnership with NIST MEP centers, SBDCs, participating banks, and regional economic development organizations.



8. WSCN will market to and enroll qualifying loans from CDFI lenders, provided the CDFI offers commercial loans that qualify for the SSBCI program. There are two possible CDFI's WSCN can partner with to support small business loans. The WWBC, described above, is preparing an application to become a CDFI. If approved, the WSCN would seek to enroll loans from the WWBC. Additionally, Elk Basin Federal Credit Union is a CDFI based in Powell, WY. This CDFI is currently in the midst of a merger with River-Rail Federal Credit Union (Casper).

The WSCN will support underserved communities. There are many definitions to describe underserved communities or segments of a region. For example, several of our communities in Wyoming characterize the underserved areas of their communities (or their community as a whole) as being rural, low income, "prison population" (to describe the community of residents with ties to those imprisoned), Native American, minority, or women entrepreneurs. However, the most common characteristic among the 16 participating municipalities is the rural nature of their communities. According to Mary Randolph, executive director of the Wyoming Rural Development Council, at least 13 of the 16 consortium municipalities meet the USDA definition of rural communities. The Fund will work closely with the economic development organizations of the member cities and the participating banks to market to rural businesses. The Fund will also collaborate with the Wyoming Business Council, Wyoming Economic Development Association, and State Small Business Development Centers.

A particular focus of the Laramie Consortium is the income disparity between men and women – with Wyoming reporting the largest gender gap in the nation. This issue spans all 16 of the municipalities in the Wyoming Consortium, making women the single largest underserved population. One strategy that the state and local economic developers have employed is the support of female entrepreneurs through education and access to capital. The SSBCI program will provide increased access to capital to women. Wyoming Smart Capital Network has established a relationship with the Wyoming Women's Business Center (WWBC), the state's leading outreach program to women, minorities and individuals with low income.

WSCN staff will monitor the performance of plans to provide access to capital to small businesses located in low and moderate income communities and to women-owned and minority-owned businesses. Data will be captured on all companies participating in the CGP and SCN programs, obtaining registration information on all attendees of outreach events, by recording the number of recipients of newsletter campaigns, by collecting web statistics of newsletter ads where available, and by periodically surveying CGP and SCN participants and prospective participants.

The information gathered from small companies participating in the CGP and SCN include:

1. Business name, Contact name, Business address, phone, email, NAICS code, TIN;
2. Demographic information such as county and town
3. Stage of business,
4. # of Full-Time Equivalent (FTE) employees,
5. average wage,
6. benefits offered,
7. estimate of the number of jobs expected in 1-2 years;
8. Loan information including the loan number, loan amount, interest rate, and term,
9. Purpose of the loan, and collateral description.



Section 1: Applicant Information

1A. Enter the name of the Applicant: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, authority, political subdivision of the Applicant, or other organization that has been designated to implement the program(s) described in this application.

Organization City of Laramie, WY

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4A. Applicants should use the space provided below to provide a narrative statement describing each OCSP. Statement should include (1) background of the program; (2) summary of program guidelines; (3) historical performance of the program (for existing programs); and (4) expected performance of the program.

Name of Program: **Credit Guarantee Program ("CGP")**

1) Background. The Cities will contract with WSCN to implement this program. The **Credit Guarantee Program** will extend collateralized guarantees to lenders to support loans to qualifying small businesses on a loan by loan basis.

Each guarantee will be secured by a Certificate of Deposit (CD) pledged by the WSCN as additional collateral for a loan. WSCN will post cash collateral for each loan made by a participating Lender. A guarantee may be called by a lender if the loan goes into liquidation. A lender must first liquidate the primary collateral pledged by the borrower and exhaust its collection efforts against the borrower. If a shortfall remains, the CD may be liquidated and claimed by the lender up to the extent of the shortfall. The balance, if any, will be released by the lender and redeemed by the WSCN.

2) Guidelines. The WSCN will partner with many lenders. Commercial banks are expected to be the primary participants. The WSCN will exercise due care to determine that banks and non-bank financial institutions participating in the Program possess sufficient commercial lending experience, financial and managerial capacity and operational skills to meet the objectives as set forth in the SSBCI Act. The WSCN will apply the same standards for participation in the Program to all classes of lenders. As required by the Act, the WSCN shall consult with the appropriate federal banking agency or, as appropriate, the Community Development Financial Institution Fund. The Program will target an average borrower-size of 500 employees (as defined in 13 CFR 121.106) or less and will not extend credit support to borrowers with more than 750 employees. The Program will target loans with an average principal amount of \$5 million or less.

3) History. The Program is patterned after a credit guarantee program implemented by members of the team described in Section 4E.

4) Expected Performance. The WSCN intends to recycle approximately 37% of SSBCI funds one time during the five year program life, and then continuing thereafter. Guarantees are expected to range from 10% to 50% of the loan amounts (50% is the maximum), averaging 18%, and range in size from \$5,000 to \$1 million. On average, the loans supported by WSCN are expected to match additional private loans at closing or subsequently (without the pledge of WSCN collateral) at the ratio of 1.0 to 0.68. The rate of loan failure is expected to be 3% to 5%, and the rate of loss of CDs pledged is expected to be about 4.5%. By pledging funds matched by additional private loans, and by recycling a portion of the SSBCI funds, the program is expected to produce better than 10 to 1 leverage.

	Performance Historical*	Expected
Borrowers		
Total Number	71	61
Average Size	531,000	1,790,947
TRANSACTIONS		
Number	88	61
Average Size	429,000	1,790,947
Total Amount	37,800,000	109,247,801
LOSSES		
Total Amount	302,000	598,731
Cumulative %	4:50	4.50
LEVERAGE RATIO	5:1 w/o recycling	11.3:1 w/recycling

* This is a new program. It is modeled after the state sponsored credit guarantee program implemented by the program manager. See 4H for details.



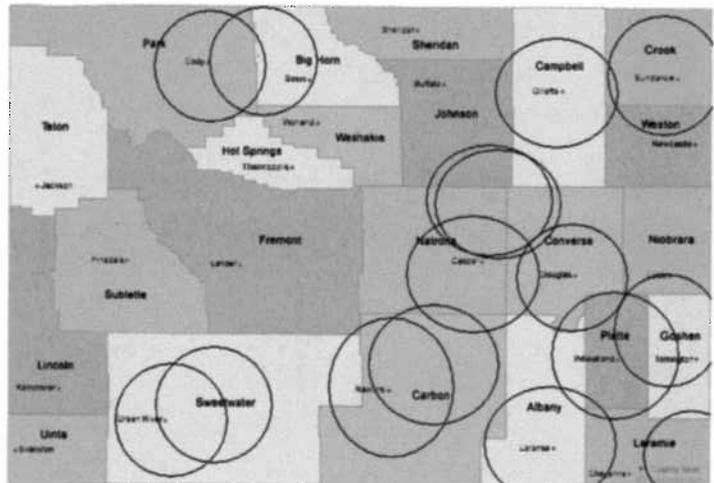
Based on our past experience with similar programs, including a variety of federal and state government loan programs, together with input from other SSBCI program managers in Idaho, Michigan, and North Carolina, we have found that more than one layer of financing is common to serve the needs of a business (e.g. a working capital loan is matched with an equipment loan and a real estate loan). We believe in the initial round of financings it is reasonable to expect additional or subsequent financing equal to 68% or more of the SSBCI supported financing.

5) Reasonableness. **The CGP is designed to accomplish full deployment within 36 months**, intermediate leverage of greater than 10 to 1 by the end of 2016, and long term impact through multiple cycles. **The Applicants occupy a substantial market area.** The attached map shows the Primary, Secondary and Tertiary areas of commerce and employment served by the Applicant Cities. The 2010 population of these areas total 332,550, or 59% of the total 563,626 population of the state.

In 2009, Wyoming financial institutions made 14,094 business loans under \$1 million totaling \$406 million¹. In the service areas of the Applicant Cities, using population as a gross indicator of loan volume, the market for business loans of up to \$1 million was about \$239 million in 2009. These were, clearly, all bankable loans. The purpose of the CGP is to help lenders expand the universe of doable deals. In our experience, for every loan a lender makes, there is another loan he would like to make but for a stronger balance sheet. Said another way, the market for doable loans that could benefit from collateral support is likely at least \$239 million per year for loans up to \$1 million, and higher still when including loans above \$1 million. CGP helps fill this need. CGP expects to support loans of \$17 million in 2012 and \$17.5 million in 2013, matched by other loans in those years of \$11.6 million and \$11.9 million. Given the strong relationships with Wyoming lenders and WSCN’s plan of action, the goal is readily attainable. Not stated here, and only for lack of data, is the market for loans of up to \$5 million. The CGP will consider loans of up to this size.

The following map shows **commerce and employment regions** of the Applicant Cities (the Primary Areas), a 50 mile radius from the Cities (the Secondary Areas), and the counties of the Primary Areas (the Tertiary Area). The Tertiary Areas and the population of these include the counties of:

COUNTY	POPULATION
Park,	28,205
Big Horn,	11,668
Campbell,	46,133
Crook,	7,083
Natrona,	75,450
Converse,	13,833
Carbon,	15,885
Albany,	36,299
Platte,	8,667
Goshen,	13,249
Laramie (outside of Cheyenne),	32,272
Sweetwater.	43,806
TOTAL	332,550
All Wyoming	563,626



¹ County Business Patterns; U.S. Small Business Administration, Office of Advocacy fro, Community Reinvestment Act.
<http://www.sba.gov/content/banking-study-2010>

Testing the Market

WSCN has participated in three informal marketing focus group meetings that included lenders and economic developers in the communities of Laramie, Rawlins and Casper. DCN described the collateral support available through the CGP and invited input from the participants.

WSCN hosted a booth at the Wyoming Economic Development Association annual meeting last September and interacted with regional economic developers and lenders.

WSCN has conducted marketing phone calls to lenders and economic developers in Rawlins, Cody, Powell, Laramie and Casper.

WSCN has contacted the Wyoming Bankers Association for feedback about the lending climate in Wyoming and lender attitudes toward collateral enhancement programs in general.

More recently, WSCN has taken advantage of Treasury's conference in San Francisco to learn from and network with successful Collateral Enhancement programs in other states. We have received materials and support from Idaho and Michigan and will continue to seek their guidance and input.

Partial list of Lenders contacted:

- Wyoming State Bank, Laramie
- 1st National Bank, Powell
- Wyoming Industrial Development Corp, Casper
- Rawlins Bank of Commerce
- Rawlins National Bank

Results of Research:

- ☐ Lenders want the collateral support program to be SIMPLE to apply for and simple to collect the collateral if necessary.
- ☐ Lenders like the idea of having the CDs in their banks.
- ☐ Lenders prefer 50% collateral support to other figures we offered, such as 20% and 25%.
- ☐ Lenders believe that the best loans will be made without help, but they believe they have good loans that our collateral support program will make possible.
- ☐ Lenders want our turn around to be fast.
- ☐ Lenders want to know what fees are associated and how they can pass them along to borrowers.
- ☐ Overall, lenders respond positively to the concept of the program, adding that there is strong demand for working capital loans where collateral support would help to get the deal approved.



The CGP is attractive to banks. Members of the WSCN team managers designed, implemented and managed a similar program from 1997 to 2008. The original program was in Oklahoma while the new program is in cities in Wyoming. The original program was focused on financing short term working capital needs and fixed assets until the final three years of the program when by statute the program was limited to fixed asset loans with a minimum 5-year term. Working capital support was always in high demand. The CGP program will focus on financing working capital needs with terms of generally less than two years. Wyoming banks have indicated this is the primary need. The original program had many technical constraints that limited eligibility. The SSBCI funds come with many fewer constraints and therefore a broader potential market. The closing mechanism for the original program was complicated, while the closing process for the new program is relatively simple. Therefore, the appetite of banks for the program is expected to be higher than that for the Oklahoma template.

In our experience, a basic requirement for deploying development capital is to have a program that is a) **useful and easy to use** by participating lenders, b) **worthy of trust** such that a lender can rely on the support and c) **material to the transaction** such that a lender finds it worthwhile to participate. The template program has demonstrated these requirements, and the WSCN's Credit Guarantee Program is superior in many respects. The guarantee percentage can be as high as 50% in the WSCN program, compared to 18% in the template model, making the program particularly valuable. The cash collateral will be deposited at the lending bank, making it trustworthy. The lender will be able to use its standard loan documents, making it easy to use. For these reasons, the appetite of banks for the program is expected to be significantly higher than that for the Oklahoma template.

A second basic requirement for achieving the desired volume and quality of transactions is having a vigorous system for **marketing** the program and **selling** the tool, the **discipline** to follow the process, and a **management team** capable of implementing the plan.

The WSCN has a robust system designed to accomplish its goals.

- Starting with our staff – As the former state director of the Wyoming Small Business Development Center, Diane Wolverton personally knows lenders and economic developers across the state. She has worked with the network of advisors to small companies and has the unique capacity to connect with those who are helping companies find capital. Paul Huleatt has a successful history of business development and commercial credit underwriting for Silicon Valley Bank, First Interstate Bank, Norwest Bank and other lenders. And Mark Huston and Robert Heard both have direct experience marketing guarantee and collateral support programs through a network of banks. WSCN is establishing a network of participating banks. Banks will serve as the primary source of deal flow for the CGP. Personal contact is key to leveraging this resource. The WSCN team will contact each member of our network banks at least once a month to identify deals and discuss structures. The targeted banks are listed below.
- WSCN will provide periodic outreach and training programs to participating and prospective lenders and groups of lenders.
- WSCN will organize webinars and produce and distribute marketing materials to be distributed through training events, conferences, and partner newsletters and mailings.
- WSCN will reach out to individual companies who may serve as borrowers for the program. For example, among the estimated 18,000 businesses in the state, WSCN has identified over 350 manufacturers with up to 500 employees. Our team will target the companies that meet SSBCI guidelines and systematically reach out to these.

- WSCN will establish a network of regional attorneys, accountants, and intermediaries who are focused on supporting Wyoming small businesses. We will include these professionals in our outreach of the CGP training events to encourage networking and deal flow among these professionals.
- WSCN will establish a network of Small Business Development Centers, Regional Economic Development Organizations, Community Development banks, SCORE centers and nonprofits serving minority and underserved communities to identify deal flow for the program. For example, WSCN will sponsor the Telesummit on Finance for Women Entrepreneurs, April 2012 in conjunction with the Wyoming SBDC, Wyoming Business Council and the Wyoming Women's Business Center.
- The cooperating municipal partners are eager to serve as a conduit for dissemination of marketing materials through City newsletters, websites, and other venues.

7) Underwriting. A) Applicant borrowers will be required to complete an application, generally in the form of the attached draft Application for Loan Guarantee. B) WSCN reviews loans for eligibility pursuant to SSBCI statute, rules and guidelines, following the checklist of eligibility criteria in the Application for Loan Guarantee. Each borrower will be required to provide an assurance that it complies with eligibility criteria. C) WSCN reviews loans for credit worthiness. This generally includes a review of historical financial statements of the borrowing business, the personal financial statement of the principal, financial projections of the business, and documents that support the value of assets.

A participating bank will execute a Credit Guarantee Program Agreement generally in the form of the attached draft. WSCN will pledge and assign CDs for approved loans using a form generally as illustrated in the attached sample.

Our goal is to deploy funds as quickly as possible. If the market provides greater opportunity in one of our two programs, we may seek permission from Treasury to shift funds to the program showing the greatest demand.

BANKS TARGETED BY WSCN

American Nat Bank, Cheyenne Ann Nelson Regional President	First National Bank, Buffalo Scott McBride Chairman	Security First Bank, Cheyenne Ron Van Voast President/CEO
Bank of Buffalo, Buffalo Paul Brunkhost President	First National Bank, Gillette Sam Saunders President/CEO	Security State Bank, Basin Ron Boyd CEO
Bank of Commerce, Rawlins Copper France President	1st Bank, Evanston Doug Nisson President/CEO	State Bank, Green River Mark Borders President
Bank of Jackson Hole, Jackson Jeff Fuechsel President	First Bank of Wyoming, Powell Richard Nelson President/CEO	Summit National Bank, Hulett Clarence Elkin President
Bank of Lovell, Lovell Bart Langemeier President	1st National Bank of WY, Laramie Dan Furphy Chairman	Sundance State Bank, Sundance Jim Durfee President/CEO
Big Horn Federal, Greybull John Coyne, III Chairman/CEO	First State Bank, Wheatland Mike Daly Chairman	The Bank of Star Valley, Afton Rod Jensen President
Central Bank & Trust, Lander Carl Huhnke President	First State Bank of Newcastle Leonard Nack President/CEO	The Rawlins National Bank Richard Chenoweth President/CEO
Cheyenne State Bank, Cheyenne David Cook President	Hilltop National Bank, Casper John Jorgensen President	Tri-County Bank, Cheyenne Rick Flood President
Commerce Bank of Wyo, RS Mike Yedinak SVP/COO	Jonah Bank of Wyoming, Casper Mark Zaback President	U.S. Bank Steve Lovas WY President
Converse County Bank, Douglas Tom Saunders President	Lusk State Bank, Lusk Jay Hammond President/CEO	Wells Fargo, Casper Tim Kugler Regional President
Cowboy State Bank, Rancheater Sam Summers President/CEO	Oregon Trail Bank, Guernsey Leonard Scoleri President/CEO	WY Bank & Trust, Cheyenne Jeff Wallace CEO
Farmers State Bank, Pine Bluffs John Gross President	Pinnacle Bank, Torrington Doug Weedon President/CEO	WY National Bank, Riverton Kent Shurtleff President/CEO
FirsTier Bank, Cheyenne Marty Knaub Branch President	Platte Valley Bank, Torrington Joe Guth President	Wyoming State Bank, Laramie Gary Crum President & CEO
1st Fed Savings Bank, Sheridan David Ferries President	Points West Community Bank Ryan Schilreff President/CEO	WY Industrial Development Corp. Diane Johnston President
First Interstate Bank, Sheridan Bill Huppert Regional President	Rock Springs National Bank John Hay, III President	



Section 1: Applicant Information

1A. Enter the name of the Applicant: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4A. Applicants should use the space provided below to provide a narrative statement describing each OCSP. Statement should include (1) background of the program; (2) summary of program guidelines; (3) historical performance of the program (for existing programs); and (4) expected performance of the program.

Name of Program: **Seed Capital Network Program("SCN")**

1) Background. The Cities will contract with the WSCN to implement this program. The **Seed Capital Network Program** (the "SCN") will invest in angel funds to support investment in qualifying small businesses. An investment will be in the form of an interest purchased in a fund, such as a limited partner interest or an LLC member interest. The interest purchased by WSCN will generally range in size from \$50,000 to \$3 million (never more than \$3 million) and represent 5% to 50% of fund capital (never more than 50%). A commitment to a fund may be pari passu, preferred or subordinate to other investors. The objective will be to exceed a 10 to 1 leverage factor over the remaining 5-year reporting period of the program. Funds will typically have a life of ten or more years, with the active investment period spanning the first three years.

2) Guidelines. The WSCN will seek to build and support angel funds in Wyoming, following the selection criteria listed below. WSCN will favor angel funds that have \$2 million or more in total commitments, without WSCN. The maximum size of the fund to which WSCN may commit is \$20 million. The WSCN will exercise due care to determine that the participants in angel funds are accredited investors per SEC rules. Beyond capital, participants are expected to contribute their knowledge and experience of starting, building and growing new companies. The angel funds will tend to focus on projects that complement the knowledge base of the participants. WSCN will exercise a preference for funds that elect to participate in a network of similar funds across the state and demonstrate a willingness to practice sound disciplines. WSCN will offer to help administer angel funds, help sustain these investors as they analyze, value, price, structure, negotiate, make and monitor their projects, and help investors connect to national sources of technology, capital and business-building talent.

3) History. The program is patterned after the experience of the WSCN team training angel investors in over 100 communities, facilitating angel networks in Iowa and Oklahoma, and investing in angel, seed and venture capital funds. See 4E.

4) Expected Performance. The WSCN expects to initially commit about \$3 million to angel funds where other capital can be leveraged. An average commitment may be for 18% of the total capital of an angel fund. The \$3 million is expected to partner with \$13.3 million. In aggregate, these funds are expected to invest in about 30 high potential companies that attract at least an equal amount of \$16.6 million from co-investors and other participants in the transactions.

	Expected
FUNDS	
Total Number	6
Average Size	\$500,000
Expected Match	\$13,666,000
SCN Commitment	\$3,000,000
Total Amount	\$16,666,000
TRANSACTIONS	
Total Number	32
Average Size	\$500,000
Co-Investment	\$500,000
Total Co-Investment	\$16,666,000
TOTAL CAPITAL	\$33,333,000
LEVERAGE RATIO	11:1
Ratio of Match & Co-investment/SSBCI	10:1



5) Reasonableness. The SCN is designed to accomplish rapid deployment, intermediate leverage of greater than 10 to 1 by the end of 2016, and long term impact through multiple cycles. The Applicants occupy a market area of reasonable size with sizeable population in every quadrant of the state.

The WSCN team is connected to the University of Wyoming in Laramie. Diane Wolverton led the state's Small Business Development Center housed at the University. The team is connected to the technology and entrepreneurial development staff at the University and will work with this staff to connect to alumni throughout the state, particularly those engaged in business building.

Members of the WSCN team have designed, implemented and managed angel, seed and venture capital programs in other rural states, including Oklahoma, Arkansas and Iowa. The oldest of these, the Oklahoma Capital Investment Board (OCIB), was launched in 1993 and made commitments through 2009. OCIB has invested approximately \$60 million in 19 seed and venture capital funds. OCIB represented about 7% of total fund capital, such that every dollar invested in funds leveraged about \$14 for investment in small companies. Within the state alone, OCIB funds have invested and attracted equity co-investment of \$131 million in Oklahoma companies along with an estimated \$262 million of leveraged debt.

In 2004 members of the team committed \$100,000 through the Arkansas Institutional Fund to the Fund for Arkansas Future, an angel fund with over \$6 million in subscribed capital. The portfolio has eleven Arkansas companies with average investment size of \$340,000. On average each of these deals has attracted co-invested from other private investors of \$439,000.

In Iowa, members of the WSCN team helped launch eight angel funds from 1998 to 2001, and since 2008 have served as facilitator of the Iowa Seed and Angel Network. The network collaborates on deals and works together to build the entrepreneurial environment in Iowa. For example, the members produce the annual Iowa Seed and Venture Capital Forum, <http://investiowa.com/icic/web.nsf/pages/IE2011.html>.

In Wyoming, the opportunity for deploying equity capital lies with local individual investors. The WSCN will focus on the formation of new member-managed angel funds and the facilitation of these funds as a statewide seed capital network. In this regard, groups of angels are emerging in Laramie, Rawlins, Cody, and Casper with local development organizations serving as champions. Taking the next step to form a fund will be natural for several of these. Other communities have voiced a desire to catalyze an angel fund.

A variety of methods and strategies will be used to identify prospective angel investors and catalyze angel funds.

- Jim Troxel of the WSCN team has provided training to private investors since 1997, delivering over 100 seminars on angel investing in communities across America. An estimated half of these seminars have catalyzed a new angel fund, group or network. This tool and others will be used to create interest and momentum toward angel fund formation.
- WSCN will leverage the marketing efforts of the CGP to identify prospective angels. Specifically, in each CGP training or networking event the WSCN team will dedicate a portion of these events to highlight the SCN as part of the overall SSBCI program in WY. Lenders will learn about the SCN and be constantly reminded of the SCN program.
- WSNC will encourage participating lenders to extend an invitation to appropriate bank customers to participate in the SCN.
- WSCN will market the SCN to municipalities, universities, colleges, and economic development organizations. This is a proven method to identify groups of high net worth individuals who either active angel investors or seek to be active angel investors. WSCN will then convene prospective angel investors in a community to walk thru the SCN and steps necessary to form a regional angel fund.



6) Underwriting. When selecting funds for investment, WSCN expects to use the following criteria for selecting angel funds managed by their members:

- **Successful Business Builders** -- WSCN will favor angel funds that are substantially composed of business builders who have become prosperous, are seeking to give back to young entrepreneurs, and are willing to spend time and share their knowledge with their angel peers and investee companies.
- **Desiring to Connect** -- WSCN will favor angel funds that have \$2 million or more in total commitments (without WSCN), a term of at least 10 years, and a governance system that is relatively flat and strives to use the knowledge of all the members. Angel funds are expected to participate in the WSCN Seed Capital Network, to engage with other members of the Network, and to attend statewide venture forums hosted by the Network. Individual angels are expected to consider co-investing with their fund, and funds are expected to consider co-investing with other angel funds.
- **Seeking Fair Profits** -- WSCN will have a preference for angel funds that seek to learn the methods and disciplines of angel investing, to become excellent at angel investing, and to that end welcome the administrative support and facilitation
- **Willing to be Visible** -- WSCN will seek to support angel funds that elect to be visible to entrepreneurs and that support entrepreneurial development programs in the community.

Angel funds will have discretion to select their own business investments and will be required to vet deals with WSCN to determine eligibility for SSBCI funds. Applicant investees will be required to complete an application, generally in the form of the attached draft Application for Loan Guarantee or Investment. WSCN will review transactions for eligibility pursuant to SSBCI statute, rules and guidelines, following the checklist of eligibility criteria in the Application for Loan Guarantee or Investment. Each applicant will be required to provide an assurance that it complies with eligibility criteria.

7) Operations

WSCN expects to serve as the administrator and facilitator of WSCN-sponsored angel funds, supporting the core processes that include:

- Organizing the Fund
- Establishing Investment Criteria
- Marketing for Deal Flow
- Screening and Filtering Applications
- Due Diligence
- Valuing the Company and Pricing the Deal
- Drafting the Term Sheet
- Negotiating and Closing
- Adding Value
- Exiting

Using DCN's WBT Angel system, WSCN will provide an online portal for each angel fund. The attached illustrates the draft website for the University of Wyoming community (the Cowboys). A portal serves as a site where entrepreneurs can apply for an investment and prospective angels can explore the fund. Access to the private records of the site will be through a secure login. There fund members can review deals, communicate online securely with other members, and review fund documents. This medium will be the primary means of communicating with members of the angel fund beyond periodic meetings.

Our goal is to deploy funds as quickly as possible. If the market provides greater opportunity in one of our two programs, we may seek permission from Treasury to shift funds to the program showing the greatest demand.



Cowboy Technology Angels

Angel: UW Demo Fund

[Angel Control Panel](#) |
 [Applications](#) |
 [Portfolio Companies](#) |
 [Fund Members](#) |
 [Edit User Profile](#) |
 [Discussion Forums](#)
[New Applications](#) |
 [Deals in Review](#) |
 [Declined Applications](#)

Deals in Review

Deal Name	On Point	Contact(s)
Bio-Sheet Medical Bio-Sheet Medical	No member on point Claim	Jon Smith Bio-Sheet Medical jtroxel49@gmail.com Phone: 415-555-2760
Axis Carbon Bicycle Parts, Inc. Axis Carbon Bicycle Parts, LLC	No member on point Claim	Jonny E. Smith Axis Carbon Bicycle Parts, LLC jtroxel49@gmail.com Phone: 405-555-1212
CaseBoss CaseBoss	No member on point Claim	Charles Paxson CaseBosa
Easy and Cheap Solar Panel Manufacturing Silicon Solar Solutions	No member on point Claim	Douglas Hutchings Silicon Solar Solutions jcarpenter@dcnteam.com Phone: 999 999 9999
HyperGenX HyperGenX	No member on point Claim	James Madison HyperGenX wiley.larsen@gmail.com Phone: 773-404-2827
KnickKnackPaddyWhack Development Capital Networks	Larsen, Wiley Withdraw	Mr. Same DeLiese Development Capital Networks sdenies@dcnteam.com Phone: 503-380-0433



1A. Enter the name of the Applicant: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4B. *If the Applicant OCSP provides credit support through a financial institution lender or through a non-financial institution lender or investor, and there are instances where financial institution lender (or, if applicable, the non-financial institution lender or investor) bear less than 20% risk of loss, the Applicant should use the space provided below to demonstrate exceptional circumstances as to why the financial institution lender (or, if applicable, the non-financial institution lender or investor) is unable to bear a greater share of the risk.*

Through the Credit Guarantee Program, WSCN will extend collateralized guarantees to lenders to support loans to qualifying small businesses on a loan by loan basis. Each guarantee will be secured by a certificate of Deposit (CD) pledged by the WSCN as additional collateral for the underlying loan. The CD's may range in size from \$5,000 to \$1 million and each CD will generally cover 10% to 50% of the loan amount. The lender will typically bear 50% to 90% of the risk of loss. No lender will bear less than 20% risk of loss.



Line 17 of the Summary of Anticipated Program Benefits reflects overall leverage based on the entire allocation amount without netting out admin expenses.

For the Seed Capital Network Program column (f) reflects both private dollars and SSBCI dollars since the SSBCI dollars are invested in funds, and from there to companies. For the Credit Guarantee Program column (f) reflects only private dollars since SSBCI dollars are used as collateral support for loans to companies. The Leverage ratios reflect Total Private Participation to SSBCI Allocation to Program.

Summary of Anticipated Program Benefits

OCSP Description	(a) Maximum Principal Amount	(b) SSBCI Share	(c) Allocation to Proposed Program	(d) Private Share ^{1,2,3}			(e) Total Private Participation	(d + e) Total Project Costs	(f) Leverage Private to Public	Number of Loans/Projects	Jobs ⁴ Created
				Initial Private Participation	Follow-on or 2nd Round	Total Private Participation					
CAP Program									:		
OCSP Program(s)									:		
Seed Capital Network Program	\$ 1,500,000	18.0%	\$ 3,000,000	\$ 13,666,667	\$ 16,666,667	\$ 30,333,333	\$ 33,333,333	10.1 : 1	33	382	
Credit Guarantee Program	\$ 1,000,000	10-50%	\$ 9,686,388	\$ 88,772,801	\$ 20,475,000	\$ 109,247,801	\$ 109,247,801	11.3 : 1	61	1558	
OCSP (Description 3)								:			
OCSP (Description 4)								:			
Sub-total OCSPs								:			
TOTAL ALL OCSP Programs			\$12,686,388	\$ 102,439,468	\$ 37,141,667	\$ 139,581,134	\$ 142,581,134	11.0 : 1	94	1940	
Administrative Funds			\$ 481,962								
TOTAL ANTICIPATED BENEFITS			\$13,168,350	\$ 102,439,468	\$ 37,141,667	\$ 139,581,134	\$ 142,581,134	10.6 : 1			

NOTES:

1	NORTH DAKOTA SSBCI	4/3/2012	v11							
2	Red River Corridor Fund									
3	Income and Expense Budget									
4										
5										
6	Activity			FY	2012	2013	2014	2015	2016	Total Ratio
7	Transfer	13,168,350			4,345,556	4,345,556	4,477,239			13,168,350
8	Admin Fee				217,278	130,367	134,317			481,962
9	Invested				4,128,278	4,215,189	4,342,922			12,686,388
10	Seed Capital Network Program									
11	Investments	18%			1,000,000	1,000,000	1,000,000	-	-	3,000,000
12	Angel Fund Match				4,555,556	4,555,556	4,555,556	-	-	13,666,667
13	Angel Fund Balance				5,555,556	11,111,111	16,666,667	16,666,667	16,666,667	-
14	Co-Investments				-	-	5,555,556	5,555,556	5,555,556	16,666,667
15	Co-Investments Balance				-	-	5,555,556	11,111,111	16,666,667	-
16	Total Annual Leverage Achieved				4,555,556	4,555,556	10,111,111	5,555,556	5,555,556	30,333,333
17	Initial Private Participation				4,555,556	4,555,556	4,555,556	-	-	13,666,667
18	Subsequent Rounds				-	-	5,555,556	5,555,556	5,555,556	16,666,667
19	Credit Guarantee Program									
20	Allocated to Credit Guarantees				3,128,278	3,215,189	3,342,922			9,686,388
21	First Tranche									
22	Collateral support				3,128,278			1,809,375		
23	Matched Loans				17,043,291			10,237,500		27,280,791
24	Less losses				140,772			81,422		222,194
25	Plus additional private loans				11,626,422					
26	Second Tranche									
27	Loan Guarantees					3,215,189		1,809,375		
28	Matched Loans					17,516,795		10,237,500		27,754,295
29	Less losses					144,683		81,422		226,105
30	Plus additional private loans					11,949,432				
31	Third Tranche									
32	Loan Guarantees						3,342,922			
33	Matched Loans						18,212,702			18,212,702
34	Less losses						150,431			150,431
35	Plus additional private loans						12,424,159			
36	Total Annual Leverage Achieved				28,669,713	29,466,227	30,636,861	10,237,500	10,237,500	109,247,801
37	Initial Private Participation				28,669,713	29,466,227	30,636,861			88,772,801
38	Subsequent Rounds							10,237,500	10,237,500	20,475,000
39	Total Activity				33,225,269	34,021,783	40,747,972	15,793,056	15,793,056	139,581,134
40	Leverage Ratio				7.6	7.7	8.2	9.4	10.6	10.6
	Losses				140,772	144,683	150,431	81,422	81,422	598,731

Wyoming Smart Capital Network
Income and Expense Budget

Activity	FY	2012	2013	2014	2015	2016	Total
Transfer							
Admin Fee		4,345,556	4,345,556	4,477,239			13,168,350
Invested		217,278	130,367	134,317			481,962
		4,128,278	4,215,189	4,342,922			12,686,388
Seed Capital Network Program							
Investments	18%	1,000,000	1,000,000	1,000,000			3,000,000
Angel Fund Match		4,555,556	4,555,556	4,555,556			13,666,667
Angel Fund Balance		5,555,556	11,111,111	16,666,667	16,666,667		48,000,000
Co-Investments		-	-	5,555,556	5,555,556	5,555,556	16,666,667
Co-Investments Balance		-	-	5,555,556	11,111,111	16,666,667	33,333,333
Total Annual Leverage Achieved		4,555,556	4,555,556	10,111,111	5,555,556	5,555,556	30,333,333
Initial Private Participation		4,555,556	4,555,556	4,555,556			13,666,667
Subsequent Rounds		-	-	5,555,556	5,555,556	5,555,556	16,666,667
Credit Guarantee Program							
Allocated to Credit Guarantees		3,128,278	3,215,189	3,342,922			9,686,388
First Tranche							
Collateral support		3,128,278			1,809,375		4,937,653
Matched Loans		17,043,291			10,237,500		27,280,791
Less losses		140,772			81,422		222,194
Plus additional private loans		11,626,422					11,626,422
Second Tranche							
Loan Guarantees			3,215,189			1,809,375	5,024,564
Matched Loans			17,516,795			10,237,500	27,754,295
Less losses			144,683			81,422	226,105
Plus additional private loans			11,949,432				11,949,432
Third Tranche							
Loan Guarantees				3,342,922			3,342,922
Matched Loans				18,212,702			18,212,702
Less losses				150,431			150,431
Plus additional private loans				12,424,159			12,424,159
Total Annual Leverage Achieved		28,669,713	29,466,227	30,636,861	10,237,500	10,237,500	109,247,801
Initial Private Participation		28,669,713	29,466,227	30,636,861			88,772,801
Subsequent Rounds					10,237,500	10,237,500	20,475,000
Total Activity							
Leverage Ratio		33,225,269	34,021,783	40,747,972	15,793,056	15,793,056	139,581,134
Losses		7.6	7.7	8.2	9.4	10.6	43.5
		140,772	144,683	150,431	81,422	81,422	598,731

Summary of Anticipated Program Benefits

OCSP Description	Maximum Principal Amount	SSBCI Share	Allocation to Proposed Program		Private Share 1,2,3		Leverage Private to Public	Number of Loans/ Projects	Jobs 4 Created
			(a)	(b)	(c)	(d)			
CAP Program									
OCSP Program(s)									
Seed Capital Network Program	\$ 1,500,000	18.0%	\$ 3,000,000	\$ 13,666,667	\$ 16,666,667	\$ 30,333,333	10.1 : 1	33	382
Credit Guarantee Program	\$ 1,000,000	10-50%	\$ 9,686,388	\$ 88,772,801	\$ 20,475,000	\$ 109,247,801	11.3 : 1	61	1558
OCSP (Description 3)									
OCSP (Description 4)									
Sub-total OCSPs									
TOTAL ALL OCSP Programs			\$ 12,686,388	\$ 102,439,468	\$ 37,141,667	\$ 139,581,134	11.0 : 1	94	1940
Administrative Funds			\$ 481,962						
TOTAL ANTICIPATED BENEFITS			\$ 13,168,350	\$ 102,439,468	\$ 37,141,667	\$ 139,581,134	10.6 : 1		

Note. 1 Explain source of new private financing data or methodology used to calculate leverage if other than historical.

2 Describe, if applicable, data from regional State program that serves as the basis for estimates of new private financing.

3 Include any additional information that will enable reviewer to determine reasonableness of leverage calculation.

4 Explain rationale and or assumptions used to estimate new jobs created. If jobs retained are also anticipated break out those figures on Attachment for Section 4D for each OCSP.

Seed Capital Netwk Prgm	33%			34%		Total	Originated	Avg Invstmt	# Investments
	Tranche 1	Tranche 2	Tranche 3	Tranche 2	Tranche 3				
\$13,168,350	\$4,345,556	\$4,345,556	\$4,477,239						
3,000,000	0.05	0.03	0.03			16,666,667	500,000		33
22.782%	49,500	29,700	30,600						
Net	2,950,500	2,920,800	2,890,200						

Credit Gurantee Prgm	33%			34%		Total	Originated	Avg Invstmt	# Investments
	Tranche 1	Tranche 2	Tranche 3	Tranche 2	Tranche 3				
\$13,168,350	\$4,345,556	\$4,345,556	\$4,477,239						
10,168,350	0.05	0.03	0.03			109,247,801	1,790,947		61
77.218%	167,778	100,667	103,717						
Net	10,000,572	9,899,906	9,796,188						

Seed Fund Template & Projections

131,000,000 Template Equity
1,500 Template Jobs
87,333 Template Avg \$/job
33,333,333 Tot Proj Costs
382 Tot Proj Jobs
5 Job-Years

53,931 Avg State Wage
102,921,756 Wages
30,876,527 Taxes

Credit Guaratee Template & Projections

37,725,989 Template Guaratee Loans
538 Template Jobs
70,123 Template Avg \$/job
109,247,801 Tot Proj Costs
1,558 Tot Proj Jobs
5 Job-Years

53,931 Avg State Wage
420,109,811 Wages
126,032,943 Taxes

13,305,135 Total Credit Guarantees
8,540 Gurantee support per job
70,122.66 Tot Proj Cost/Job



Section 1: Applicant Information

1A. Enter the name of the Applicant: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4E. Applicants should use the space provided below to describe the anticipated benefits from each OCSP to the (a) State, (b) its businesses, (c) its residents, and (d) describe the extent to which resulting small business lending will expand economic opportunities. For Loan Guarantee Programs, Applicants must provide detailed assumptions concerning estimated number of loans and estimated loan amounts during the course of the SSBCI. Applicants that are enacting new Collateral Support Programs should present detailed assumptions concerning estimated loan volume and overall federal collateral support used for such loans. The metrics used should include, but need not be limited to:

- Jobs created
- The number and value of new OCSP small business loans
- Increases in sales, income or other tax revenues paid by businesses or workers

Credit Guarantee Program (CGP) (Amount requested: \$10,168,350.00)

Based on experience with a similar program implemented by members of the WSCN team in Oklahoma, the Credit Guarantee Program is expected to create at least one job for every \$13,286 in credit support (or \$70,123 in loan amount) within 3 years from the date of each guaranteed loan. As the approximately \$10 million committed to the Credit Guarantee Program is deployed, matched with other private capital and recycled, the program is expected to create 1558 jobs. A typical borrower that qualifies for this program (other than a startup) is typically growing at a rate of 20% per year on average when it applies for financing under the program. Over time, after the first year post-financing, a more modest rate of growth of 10% per year is expected. Allowing for an average job duration of five years, the 1558 workers are expected to earn over \$420 million in wages (at \$53,931 average 2009 WY wage) and pay about 33% of their wages, or \$126 million, in federal, state and local taxes.

The Credit Guarantee Program will focus on manufacturing firms as its primary target, and on existing companies that need capital to grow. The distribution of loans by sector, size and stage is expected to approximate the experience of the Template Program described below, although reflecting the unique opportunities in Wyoming and modified to emphasize working capital rather than fixed assets, and shorter terms – less than two years – rather than the 5 years required in the latter years of the Template Program. Wyoming bankers have indicated this is the primary need for the region.

Template

The Credit Guarantee Program is modeled after loan and investment fund that operated from 1997 to 2008 by members of the WSCN team. With support from the State of Oklahoma, the program made 88 loans and pledged CDs that averaged 18% of the loan amounts. One job was created for every \$12,500 in guarantee amount, or approximately one job for every \$70,123 in loan amount. The program experienced a loss rate through 2010 of 4.5% of CDs pledged. The loans were distributed among the following sectors: 34% to manufacturing, 24% to service and retail, 23% to medical, 13% to distributors, 4% to construction, and 1% to technology. 76% of the loans were to existing companies and 24% to start-ups. The Oklahoma program emphasized manufacturing, but not to the exclusion of other small businesses. Please refer to the attached schedule.



Collateral Guarantee Program for Development Loans - Template

Section 4E

Revenue-Year Prior to Loan	Anticipated growth	Start- ups	New Jobs- 1 year	New Jobs- 3 years	Issue Date	Loan #	Loan Amount	Guarantee Amount	Paid Off	Deficiency
269,269	50% over 3 years		1	2	6/12/97	1001	50,000	7,500	06/02	
1,200,000	to \$5,000,000/year		1	2	9/4/97	1002	450,000	81,000	09/02	
					9/3/97	1003	88,200	15,876	09/02	
2,915,955	50% over 3 years		8	18	9/9/97	1004	510,000	91,800	09/02	
-	to \$175,000/year	1	1	2	3/13/98	1005	195,000	35,100	03/03	
					4/3/98	1006	60,000	10,800	10/03/03	
					5/14/98	1007	234,312	42,176		\$ 11,572 Default 06/24/02
					9/3/98	1008	80,000	14,400	09/03	
1,830,000	40% over 3 years		5	10	7/24/98	1009	99,200	17,856	07/03	
1,496,974	50% over 3 years		2	4	9/14/98	1010	170,000	30,600	09/03	
-	to \$2,700,000	1	4	20	12/1/98	1011	510,000	91,500		\$ 47,100 Default 4th Q 2000
338,192	40% over 3 years		1	1	2/5/99	1012	192,000	34,560	02/04	
-	to \$400,000/year	1	1	2	6/28/99	1013	100,000	18,000	06/04	
					6/28/99	1014	200,000	35,122	06/04	
	to \$434,000	1	1	2	2/28/00	1015	50,000	9,000	02/05	
					2/28/00	1016	20,000	3,600	02/05	
137,343	100% over 3 years		1	2	10/17/00	1017	1,000,000	180,000	10/05	
315,961	100% over 3 years		3	4	10/1/00	1018	286,738	51,613		\$ 51,613 Loan default 11/05
-	to \$5,460,000	1	4	40	8/31/01	1020	704,551	126,819	01/27/04	
					8/31/01	1020	271,050	48,781	01/27/04	
190,028	to \$500,000/year		2	2	1/4/02	1023	300,000	54,000	01/07	
6,498,990	50% over 3 years		5	15	1/25/02	1024	1,000,000	180,000	01/07	
					2/26/2002	1022a	225,000	40,500	02/07	
	to \$1,100,000	1	3	6	2/26/2002	1022b	400,000	72,000	02/07	
	to \$1,000,000	1	2	3	4/10/2002	1021	818,790	111,382		\$ 111,382 Loan defaulted 4th Q 2002
					4/10/2002		1,000	1,000		\$ 1,000 Loan defaulted 4th Q 2002
1,974,000	50% over 3 years		8	18	5/3/2002	1027a	100,000	18,000	06/10/04	
					5/3/2002	1027b	104,000	18,720	05/07	
591,000	100% over 3 years		2	4	5/28/2002	1026	686,000	123,480	05/07	
-	to \$175,000/year	1	1	3	10/18/2002	1029	210,000	37,800		\$ 16,972 Default Feb 2004
574,488	80% over 3 years		1	3	11/26/2002	1030	120,000	21,600		\$ 21,600 Default 7/28/09
500,000	40% over 3 years		2	3	12/13/2002	1031	600,000	108,000	12/07	
1,950,297	30% over 3 years		2	7	4/21/2003	1032	1,000,000	180,000	04/08	
1,148,922	30% over 3 years		3	7	6/25/2003	1033	676,200	121,716	06/08	
	to \$250,000	1	2	3	7/18/2003	1034	200,000	36,000	7/18/2008	
	to \$750,000	1	2	4	5/20/2003	1035	300,000	54,000	07/03	
	to \$250,000/year	1	1	2	8/15/2003	1038a	130,000	23,400	8/14/2008	
					8/15/2003	1038b	20,000	3,600	8/14/2008	
30,282,701	25% over 3 years		15	50	11/17/2003	1039	1,500,000	270,000	11/17/2008	
61,928	200% over 3 years		1	2	10/21/2003	1040	176,400	31,752	10/21/08	
1,274,835	25% over 3 years		1	3	11/26/2003	1041	441,980	79,556	11/26/2008	
					3/11/2004	1042a	120,000	21,600	3/11/2009	
1,165,000	25% over 3 years		1	2	3/11/2004	1042b	415,000	74,700	3/11/2009	
-	to \$400,000/year	1	1	2	4/22/2004	1043	205,800	37,044	04/09	
2,100,000	40% over 3 years		5	15	6/7/2004	1046	1,385,760	245,837	6/6/2009	
831,784	25% over 3 years		1	2	6/10/2004	1047	109,760	19,757	6/10/2009	
285,924	30% over 3 years		2	3	7/8/2004	1049	181,300	32,634		\$ 21,270 Default 12/22/10
339,218	25% over 3 years		2	3	9/16/2004	1050	71,533	13,166	08/19/05	
7,119,765	25% over 3 years		2	8	1/28/2005	1051	1,100,000	198,000	01/10	
2,909,000	40% over 3 years		1	3	3/2/2005	1054	1,000,000	180,000	6/30/10	
800,000	30% over 3 years		2	5	7/29/2005	1056	522,000	93,960	7/29/2010	
					8/19/2005	1057	63,305	11,395	Open	
331,000	Trying to stay afloat		1	2	8/19/2005	1057	178,065	32,052	Open	
1,926,000	40% over 3 years		5	30	9/30/2005	1058	519,400	93,492	05/01/07	
10,000,000	40% over 3 years		20	50	12/30/2005	1061	1,500,000	270,000	12/10	
478,000	25% over 3 years		2	4	1/3/2006	1059	860,000	118,800	Open	
667,000	40% over 3 years		1	3	1/13/2006	1060	743,750	113,875	10/17/06	
800,000	30% over 3 years		1	3	2/28/2006	1062	987,000	177,860	Open	
1,400,000	Trying to stay afloat		1	5	2/24/2006	1065A	902,000	162,360	Open	
					2/24/2006	1065B	400,000	72,000	2/24/2009	
167,000	to \$2,000,000/year		3	6	2/28/2006	1066	100,000	18,000	2010	
-	to \$3,000,000/year	1	8	20	3/20/2006	1063	1,550,000	279,000	Open	
550,000	30% over 3 years		1	3	5/25/2006	1069	73,145	13,166	Open	
285,000	40% over 3 years		2	4	9/12/2006	1070	750,000	135,000	Open	
5,400,000	50% over 3 years		8	20	9/21/2006	1071	2,200,000	396,000	Open	
486,000	50% over 3 years		2	3	3/9/2007	1074	237,980	42,838	Open	
57,000	100% over 3 years		1	3	6/12/2007	1076	150,000	27,000	Open	
-	30% over 3 years	1	4	8	7/25/2007	1078	206,000	37,080	Open	
321,000	80% over 3 years		2	7	9/25/2007	1079	180,000	32,400	Open	
2,200,000	40% over 3 years		2	4	9/5/2007	1080	480,000	82,800	Open	
57,186	40% over 3 years		1	2	9/12/2007	1081	45,000	8,100	Open	
-	30% over 3 years	1	2	6	12/12/2007	1082	173,710	31,268	Open	
190,000	30% over 3 years		1	2	12/11/2007	1077	328,404	59,113	Open	
1,924,000	75% over 3 years		4	10	12/28/2007	1083	716,732	129,012	Open	
4,400,000	40% over 3 years		3	5	1/11/2008	1084	400,000	72,000	Open	
182,000	Default		1		3/17/2008	1086	108,000	19,440		\$ 19,440 Default 10/18/10
650,000	30% over 3 years		2	3	5/9/2008	1085	380,000	68,400	Open	
336,000	50% over 3 years		2	6	5/15/2008	1087	215,000	38,700	Open	
-	88% over 3 years	1	2	3	5/9/2008	1088	70,000	12,600	Open	
152,000	40% over 3 years		2	4	7/31/2008	1089	238,240	42,883	Open	
2,048,630	60% over 3 years		10	20	7/31/2008	1090A	946,000	170,280	Open	
					7/31/2008	1090B	624,000	112,320	Open	
207,000	40% over 3 years		1	2	8/15/2008	1091	625,000	100,000	Open	
513,869	50% over 3 years		2	5	9/18/2008	1092	499,500	89,910	Open	
5,400,000	40% over 3 years		5	8	9/8/2008	1093	698,699	123,679	Open	
166,370	40% over 3 years		2		10/28/2008	1094	397,000	71,460	Open	
2,400,000	Trying to stay afloat		1	1	11/4/2008	1095	90,000	16,200	Open	
-	Start-up - 50% over	1	2	4	12/29/2008	1098	138,487	24,928	Open	

\$ 112,796,629		17	210	538		\$ 37,725,989	\$ 6,754,516		\$ 301,949	9	Guarantee Losses
\$ 1,568,685	Avg Rev/Borrower				88 Loans	\$ 428,704	Avg Loan Size		4.47%	9	Guarantee Losses/\$ Guar
					71 Borrowers	\$ 531,352	Avg Loan/Borrower		10.23%	9	Loan Defaults/88 Loans
									0.80%	9	Guarantee Losses/\$ Loans
						\$ 2,479,140	Defaults		6.57%		Defaults/Total Loans
									23.94%		Startups/All Borrowers
									\$ 12,555		\$ Guarantees/Job
									\$ 70,123		\$ Loans/Job



Seed Capital Network Program (SCN) (Amount requested: \$3,000,000.00)

The State Seed Capital Network Program is expected to catalyze over \$10 for every \$1 committed to angel funds. The \$3 million requested for this program is expected to attract a private match of \$13.6 million in capital invested into angel funds, and then to attract another \$16.6 million in the form of co-investment at the transaction level. One dollar of equity tends to leverage 2 or 3 dollars of debt. This is expected for the portfolio, but likely not during the Allocation Time Period.

The program is expected to create 382 jobs assuming a rate of job creation of \$87,333 invested per job created. Based on the experience of the WSCN team, these companies tend to be startups. While some will fail, others will grow very rapidly with financing. Over time, after the first year post-financing, a rate of growth of 10% per year is expected as an average across the portfolio. Allowing for average job duration of five years, the 382 direct jobs are expected to be paid over \$102 million in wages (382 x 5 years x \$53,931 average 2009 WY salary) and pay about 33% of their wages, or \$30 million, in federal, state and local taxes.

Template

The estimated impact of the Seed Capital Network Program set forth in the preceding paragraph is based on the experience of the WSCN team with similar programs in Oklahoma, Arkansas and Iowa. From 1993 through 2009, the Oklahoma Capital Investment Board (OCIB) invested approximately \$60 million in 19 seed and venture capital funds. In turn, these funds invested and attracted equity co-investment of \$131 million in Oklahoma companies. As a result, direct payroll to 1500 workers at investee companies was \$204 million, and the total of direct and indirect payroll was \$338 million, as documented by the report of Applied Economics, March 2010, at www.ocib.org. This report only counted jobs created in Oklahoma. OCIB represented about 7% of the total capital of its portfolio funds. Therefore, this template benchmark may materially underestimate the total jobs to be created with this program.

This type of leverage is also typical of angel funds. In 2004 members of the team committed \$100,000 through the Arkansas Institutional Fund to the Fund for Arkansas Future, an angel fund with over \$6 million in subscribed capital. Today the portfolio has eleven Arkansas companies. The average investment size is 340,000, for a total of about \$3.74 million, and the average amount co-invested by other private investors is \$439,000, for a total of about \$4.8 million.

The foregoing projections are based on assumptions believed to be reasonable in light of the information available at this time. However, as with all economic forecasting, there can be no guarantee that actual results from the investments in the CGP and SCN will match these projections.



Section 1: Applicant Information

1A. Enter the name of the Applicant: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4F. Applicant should use the space provided to describe (a) operational capacity, (b) skills, and (c) experience of the management team of the State OCSP. The metrics used should include, but need not be limited to:

- Qualifications and financial industry experience of senior management
- Experience of senior management in operating CAPs or OCSPs
- Adoption of industry best practices (e.g., use of risk management strategies employed by analogous successful programs)

Qualifications and Financial Industry Experience

Each OCSP described in this Application will be implemented through a contract with Wyoming Smart Capital Network, LLC, a Wyoming limited liability company. The WSCN will be managed by Development Capital Networks (DCN), <http://www.dcnteam.com>, a national firm with an office in Laramie.

DCN specializes in strategies that build regional innovation economies. DCN principals and affiliates have created and managed successful loan and investment programs similar to the programs proposed in this application. DCN has delivered training to angel investors in over 100 communities in the U.S. and produces the annual WBT Innovation Marketplace, the nation's largest networking and "deal" event for seed stage companies seeking to commercialize new technologies. DCN leads the Innovation Finance course of the Council of Development Finance Agencies, and with partners, hosts regional venture forums in Iowa and Oklahoma. The firm offers customized patent landscapes to technology developers seeking a competitive edge and helps companies scout for technologies for new products and processes.

The management team includes professionals with extensive experience in building and managing successful development loan and equity programs. The team is led by Paul Huleatt, Diane Wolverton, and Robert Heard, and supported by Mark Huston, Jeff Carpenter, and Jim Troxel. See bios below.



Experience Operating State Credit Support or Capital Access Programs

Several of our accomplishments include:

- Paul Huleatt led the teams that advised over 500 small businesses on commercialization of NSF-funded technologies and over 650 emerging companies and technologies as part of the annual WBT Innovation Marketplace.
- Jim, Jeff and Paul designed the WBTangel system for communities and universities.
- Robert Heard launched Oklahoma's Capital Access Program, which has provided credit insurance for loans to over 1500 small businesses.
- Robert served as the first President of the Oklahoma Capital Investment Board, a \$100 million state-sponsored venture capital organization, responsible for venture fund investments.
- Mark Huston served as Manager of Business Finance at the Oregon Economic and Community Development Department for 21 years with responsibility for State of Oregon programs delivering revenue bonds, loans, guaranties, and credit enhancement. Under his management, thousands of Oregon companies were provided with over \$1 billion of financing.
- Mark Huston led a \$50 million program for making development loans to small businesses in partnership with banks.
- Mark Huston and Robert Heard are managers of state venture programs in Arkansas and Iowa.
- Jim Troxel has taught over 100 seminars on seed investing to over 4,000 angel investors.
- Jim designed the angel system for the alumni association of a public university.
- Paul Huleatt made EX-IM Bank guaranteed loans while an officer at Silicon Valley Bank.
- Robert launched the Capital Resources Division of the Oklahoma Dept. of Commerce in 1987 and led the development of loan guarantee and investment programs.
- Jeff Carpenter led the technology commercialization unit within the University of Minnesota Technology Transfer Office.

Adoption of industry best practices

The team is committed to using best practices, defined as methods that a) deliver high benefit per cost, b) catalyze a meaningful level of loans and investment, and c) engage private lenders and investors as partners. Members of the team contribute to the knowledge of best practices through active involvement in training and networking events, both as trainees and as trainers. The team is active in the Council of Development Finance Agencies, where Mark Huston has served as President and Training Committee Chair. In 2011 Robert Heard and Jim Troxel delivered CDFA's first Innovation Finance Course. IN 2000 Robert co-authored the National Governors' Association Best Practices Report on "Experiences of States with Seed and Venture Capital."



U.S. Department of the Treasury

State Small Business Credit Initiative
APPLICATION ATTACHMENT
SECTION 4F Operational Capacity, Skills, and
Experience of the Management Team for Each OCSP

TEAM BIOS and KEY ASSIGNMENTS

Paul Huleatt and Robert Heard are the senior members of the team responsible for the overall operation of the WSCN and approval of commitments for credit guarantees and investments.

Diane Wolverton, WSCN Executive Director

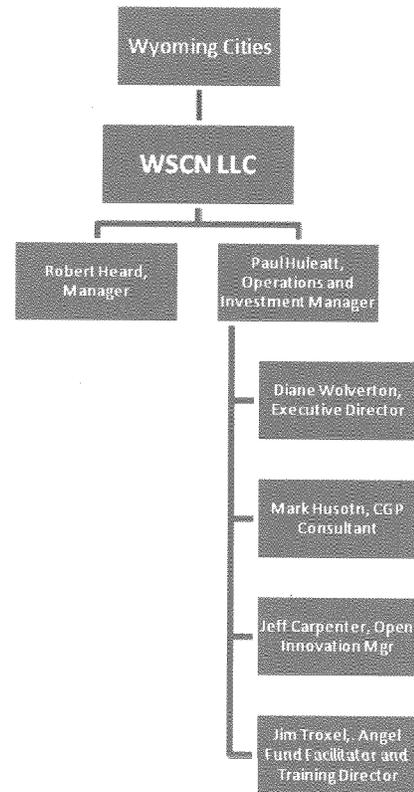
Diane serves as Executive Director of the WSCN. Diane is full time with WSCN. Her key assignments include serving as the Wyoming-based point of contact for WSCN, marketing the collateral support program to Wyoming banks and economic developers, identifying champions for the creation of local angel funds, and supporting Paul and Jim Troxel in the facilitation of angel funds. Diane will organize training events and maintain the WSCN website.

From 1995 to 2011 Diane was State Director of the University of Wyoming Small Business Development Center. She managed all aspects of the WyomingEntrepreneur.Biz statewide network that is devoted to training and counseling small business owners. She was responsible for a \$2 million-plus budget, grant writing, fund raising, financial and programmatic reporting, personnel (20 employees), program development, public outreach and communications, training and strategic planning. Diane. The Center advises aspiring entrepreneurs on how to start a business, buy or sell a business, find capital, conduct market research, and build and grow an enterprise.

Paul Huleatt, WSCN Operations and Investment Manager

Paul supervises the WSCN team. He leads the evaluation and structuring of commitments to banks for credit guarantees and the evaluation and structuring of commitments to invest in angel funds.

Paul is one of the founders and Managing Partners of DCN. He currently serves as Entrepreneurial Services Team Leader, responsible for DCN's commercialization planning assistance program which has provided assistance to over 500 SBIR/STTR companies. Paul was the first CEO of the WBT Innovation Marketplace, a national event showcasing seed and pre-seed stage technologies developed at top universities, federal labs, federal agencies, and federally supported research and development institutions. Paul has over 15 years experience in venture capital investing and commercial lending. He began his career as an Associate and Investment Officer with First Interstate Equity Corporation, the SBIC of First Interstate Bank. He later served as Business Development Officer for Norwest Business Credit, LaSalle Bank and Zions Bank. Prior to DCN, Paul served as Vice President and Business Development Officer for Silicon Valley Bank. Paul has a Bachelors degree in Finance with honors from Northern Arizona University and an MBA from Arizona State University.





U.S. Department of the Treasury

**State Small Business Credit Initiative
APPLICATION ATTACHMENT
SECTION 4F Operational Capacity, Skills, and
Experience of the Management Team for Each OCSP**

Mark Huston, WSCN Credit Guarantee Consultant

Mark advises Paul on the operation of the Credit Guarantee Program and the structuring of commitments to banks for credit guarantees.

Mark joined Cimarron Capital Partners fund of funds team in July of 2008 and serves as Portfolio Manager. He began his association with Cimarron in December 2004 as a Managing Director of the firm's \$50 million direct investment fund that finances growing companies in Oklahoma. It is capitalized in partnership with OG+E, the state's largest utility and supported by the state. Prior to joining Cimarron, Mark was the Manager of Business Finance at the Oregon Economic and Community Development Department. He served in that capacity for over 21 years - from 1983 to 2004 - with responsibility for State of Oregon programs delivering revenue bonds, loans, guaranties, and credit enhancement. Under his management, thousands of Oregon companies were provided with over \$1 billion of financing. Mark served on the Oregon State Bond Committee.

Mark is a Director and former President of the national Council of Development Finance Agencies. He received a Masters of Public Administration degree from Arizona State University and a Bachelors of Science degree in Economics from the University of Idaho. Mark makes his home in Des Moines, Iowa.

Robert Heard, WSCN Manager

Robert shares with Paul responsibility for the overall operation of the WSCN, but in more of an oversight role than in daily operations. With Paul, he approves commitments for credit guarantees and investments.

With Paul and Jim, Robert formed Development Capital Networks in 2002 and serves with Paul as a Managing Director of the firm.

Robert is also a Managing Director and Founder of Cimarron Capital Partners. Cimarron is an investor in venture capital and private equity funds and serves public and private investors in the U.S. and Latin America. In 1994, Robert formed Edge Development Capital, Inc., which serves as fund manager of Cimarron's direct fund and of the Oklahoma Capital Investment Board. Cimarron and its affiliates are responsible for \$280 million in program assets.

Robert has helped build organizations that support the growth of the entrepreneurial economy. He has served as a founding director of the National Association of Seed and Venture Funds, Latin American Venture Capital Association, Technology Ventures Summit, and WBTshowcase. Robert was an author of the National Governors' Association study on "The Experience of States with Seed and Venture Capital." He sits on the advisory committees of numerous venture capital funds and a serves as a managing director of Development Capital Networks LLC. A resident of Oklahoma City, Robert earned his undergraduate degree from the University of Oklahoma and his MBA from the J.L. Kellogg Graduate School of Management at Northwestern University.



Jeff Carpenter, WSCN Open Innovation Manager

Jeff will support angel investors in the evaluation and structuring of commitments to companies requiring technology acquisition and commercialization.

Jeff helps innovators be more competitive by understanding the players in their markets and using this knowledge to optimize their R&D, patenting, partnering, and exit strategies. He shows them ways to maximize the value of their IP investments and how to use patent landscape analysis to gain essential competitive intelligence. Finally, he works with technology developers, acquirers, and investors to understand their partnering and investment goals, and find them ideal matches.

Jeff has over 15 years of experience in technology commercialization. Jeff was director of product development for a clean tech start-up in the mid 90's, also supporting manufacturing, patenting, marketing, and sales. He licensed University of Minnesota inventions during nearly 10 years in the UM tech transfer office, where he evaluated licensing prospects for well over 100 inventions across many technology areas, then directed patenting and negotiated licenses for the most promising. His expertise includes market and competitor analysis, strategic patenting, patent landscape analysis, partner identification and vetting, patent valuation, and license negotiation. Over the past decade, Jeff has performed technology scouting for an international medical device company, served as reviewer on NSF SBIR commercialization plan panels, assisted applicants in preparing SBIR commercialization plans, and performed opportunity assessment of emerging technologies from the private sector. Based in St. Paul, MN, Dr. Carpenter holds a PhD in Cell and Developmental Biology, supporting programs in Genetics and Biochemistry from the University of Minnesota; a Masters of Science degree in Forestry, from the University of Montana; a Bachelors of Science degree in Forestry/Range Resource Management from the University of Montana. After receiving his doctorate, Jeff worked for 15 months as a Congressional Science Fellow in the U.S. Senate.

Jim Troxel, WSCN Angel Fund Facilitator and Training Director

Jim will serve as the lead facilitator of local angel funds, supported in this task by Paul and Diane. And Jim will lead WSCN training events for angel investors and entrepreneurs seeking to better understand seed and angel capital.

Jim is an author and consultant to public service organizations and private companies worldwide. He is a founding partner of Development Capital Networks, LLC, as well as Millennia Consulting, LLC. Jim previously served as Training Director for the National Association of Seed and Venture Funds (NASVF) and has led over 1000 workshops in 21 countries and over 100 seminars on angel investing for entrepreneurs and angel investors.

During his career Jim has launched five businesses and served as an advisor to countless others. He guides the design and delivery of conferences and workshops of DCN clients, trains the facilitators for angel investing seminars and leads the development of new training events and angel funds through the firm's WBT Angels unit. As an adjunct faculty member of DePaul University in Chicago, Jim has created a new course on "Facilitating Adult Learning". He also serves as a judge for the university's New Venture Challenge, a business plan competition for students.



Section 1: Applicant Information

1A. Enter the name of the Application: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, authority, political subdivision of the State, or other organization that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4G. Applicant should use the space provided below to describe for each OCSP, the capacity of OCSP staff to manage increases in the volume of its small business lending. Evidence cited should include, but need not be limited to:

- Financial strength
- Operational capacity

The lead city, City of Laramie, and each of the Joint Applicants and participating municipalities have agreed that each OCSP described in the Applications will be implemented through WSCN. The methodology and coordination between the City of Laramie and other Joint Applicants as it pertains to WSCN, specifically the capacity of its staff to manage the increases in the volume of its small business lending, are further described in response to question 4H of this Application. The City of Laramie and other Joint Applicants intend to enter into a cooperative agreement and create an Advisory Board which defines and memorializes the relationship and duties therein.

The Wyoming Smart Capital Network LLC is a new Wyoming entity created to implement the Programs and serve as the revolving fund for recycling of the Allocated Funds during and after the Allocation Time Period. WSCN LLC has no operating history, no historical income or expense and no existing assets or liabilities.

Development Capital Networks LLC, a Delaware company, serves as the manager and member of WSCN, and as a contracting entity for this Application. The latest year-end financial statements for DCN are attached.

DCN has access to Cimarron Capital Partners (Cimarron), a builder and manager of state-sponsored venture capital programs, to consult with and support. Cimarron maintains a database of hundreds of investors accessible by preference of sector, stage and geography, and can identify funds that are currently investing. Cimarron’s database of resources will be made available through DCN to the Wyoming Smart Capital Network at no cost. We anticipate the organization may tap this resource when an angel fund in the region is searching for a venture investor with unique preferences or skills. Please refer to the attached letter from Cimarron.

The WSCN team has qualities and resources to perform the Programs at an exceptional level:

Well Staffed. DCN has 15 full time and 10 part-time staff, and the capacity to add and train staff that might be required for this project.

Staying Power. The WSCN team has more than 100 years of experience in development lending, regional private equity programs and venture investing in small companies. DCN was formed in 2002 and its predecessor in 1994. The staff and systems of the team are well developed and available to support this project.

Connected in Wyoming. The WSCN team works with universities, labs, private investors, and economic developers across the state and country. The team will leverage these relationships to market the Seed Capital Network Program to private investors.

Connected to Capital. The team is connected to capital. DCN produces the WBT Innovation Marketplace, gathering seed stage investors and corporate investors from across the country to explore the newest seed stage tech companies. Cimarron tracks the venture capital industry across the nation and is prepared to facilitate the sharing of deals by angel investors with venture funds.



Committed to Best Practices. The team is committed to exploring and learning from best practices, and implementing loan and investment programs that produce good results for public sector sponsors. Members of the team:

- Co-authored the 2000 Best Practices report for the National Governors Association, "The Experiences of States with Seed and Venture Capital"
- Produce the Innovation Finance course of the national Council of Development Finance Agencies

Prepared to Lead. The team is prepared to implement the CGP and SCN programs in Wyoming communities. Members of the team have delivered or are delivering programs of relevant scope and mission, including:

- \$50 million development fund, providing unsecured and subordinate development loans and loan guarantees in partnership with commercial banks
- \$100 million investment program of the Oklahoma Capital Investment Board, committing to seed, venture and private equity funds
- \$60 million investment program of the Iowa Fund of Funds, committing to venture capital and private equity funds
- \$70 million investment program of the Arkansas Institutional Fund, committing to angel funds, seed funds, venture funds and private equity funds
- \$50 million Oklahoma Capital Access Program, providing guarantees akin to loan insurance to banks
- Leveraged loan guarantee program for the State of Oregon
- Deal origination for venture funds, SBICs, and asset based lenders
- Origination of federal and state guaranteed loans
- Assistance to over 500 SBIR grantees on commercialization plans
- The WBTangels (wbtangels.com), a comprehensive system for supporting and facilitating angel investors as they organize and invest in young companies.
- Training for angel investors in over 100 communities in 37 states.

Internal Systems. Internal accounting and control systems will be supplied primarily by WSCN member DCN. DCN is on the GSA-MOBIS Schedule. The team employs full time administration and support staff:

- Accounting – Lori Griffin, CPA, MBA serves as Chief Financial Officer. She and 2 bookkeepers are responsible for maintaining books and records in audit ready form. The team is experienced in accounting for federal funding from DOE, NREL, NIST, NSF, and EDA.
- The accounting team for DCN and Cimarron is experienced in supporting annual audits of lending, investing and service organizations and since 1992 have managed public accounts. The accounting staff supported six audits for the 2010 year. Audited financial reports are provided to state clients in Iowa, Arkansas and Oklahoma. From the inception of each program every audit has been issued without qualification. The system of financial controls is in place that enables WSCN to comply with all applicable federal and state audit, compliance, monitoring and reporting requirements.
- Information Technology – Sam DeNies serves as IT Director. He and one support staff build and manage databases, web sites, and communication systems on a secure Lotus Notes platform.



State Small Business Credit Initiative
APPLICATION ATTACHMENT
SECTION 4H Internal Accounting and Administrative
Controls Systems Used by the OCSF Staff

Section 1: Applicant Information

1A. Enter the name of the Applicant: City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 4: Other Credit Support Programs (OCSP). Complete this Section if applying for SSBCI funds to use for a State Other Credit Support Program

4H. Applicants should use the space provided below to describe for each OCSP, the internal accounting and administrative controls systems used by the OCSP staff and the means they use to safeguard against (a) waste, (b) loss, (c) unauthorized use, and (d) misappropriation. If available, evidence cited should include, but need not be limited to:

- Periodic internal audits
- Annual independent audits (including management letters)
- Program financial statements current within the last 6 months.
- Accounting and financial reporting system compliant with OMB Circular A-127

In addition, if available, the Applicant must attach a copy of the most recent independent financial audit or program financial statements for each OCSP, dated within the last six months. If no independent financial audit or program financial statements exist for the OCSP, then the Applicant must attach a copy of the independent financial audit or program financial statements, dated within the last six months, for the entity implementing each OCSP as identified in the response to Section 1B or 1D of the application.

The joint applicant cities will enter into a cooperative agreement that sets forth the responsibilities and obligations of the parties under the Allocation Agreement, to exercise oversight of the WSCN, to engage and supervise the compliance contractor and financial auditor, and the system for taking any corrective actions. The cooperative agreement details how the City of Laramie will administer contracts with the Contracting Entity, WSCN, and an independent auditor, who will review the program. Each joint applicant will receive copies of audits and all reports and be expected to review these reports. An Advisory Board will be formed to provide a venue for discussion and input into the oversight function. The staff of the WSCN will facilitate the delivery of reports to cities, the gathering of approvals from the cities, and the delivery of approvals to Treasury.

Wyoming cities are governed by a city council form of government with a mayor providing leadership to the council. The Mayor acts as the chief executive of the city and has fiduciary responsibility for the actions of the city. Each Mayor has taken an oath of office to affirm his or her commitment and understanding of this important role. Some of Wyoming cities and towns have a form of government that includes a city manager or administrator who has the authority to conduct business on behalf of the city.

The initial members of the Advisory Board will be the Mayor or chief administrator of each of the joint applicants.

Casper, Paul C. Bertoglio, Mayor
Cody, Nancy Brown, Mayor
Douglas, Bruce A. Jones, Mayor

Edgerton, H. H. King, Jr., Mayor
Gillette, Carter Napier, City Administrator
Green River, Hank Castillon, Mayor
Hanna, Tony Poulos, Mayor
Hartville, Darrell L. Offe, Mayor
Laramie, Janine Jordan, City Manager
Midwest, Guy Chapman, Mayor
Pine Bluffs, Caryn Miller, Town Administrator
Powell, Scott Mangold, Mayor
Rawlins, Kenneth C. Klouda, Mayor
Rock Springs, Carl. R. Demshar, Jr., Mayor
Sundance, Paul Brooks, Mayor
Wheatland, Jean Dixon, Mayor

The Wyoming Smart Capital Network is well-equipped to meet the reporting and accounting needs of the program. Internal accounting and administrative control systems will be supplied to WSCN primarily by its member, Development Capital Networks LLC (DCN). DCN is registered on the GSA MOBIS Schedule and is experienced in producing records in audit ready form and accounting for grants from Federal agencies, including NIST, DOE, NREL, and EDA.

GENERAL POLICIES: In order to safeguard against waste, loss, unauthorized use, and misappropriation, the WSCN and its managers:

- Have written policies for personnel, customer relations and confidentiality and require written acknowledgement of employee's receipt and reading of all policies.
- Have a system of internal controls that include segregation of duties, approval for payments, and internal review of transactions.
- Routinely investigate any accounting, analytical, or operating performance anomalies.
- Focus on creating a culture of honesty, openness and assistance.
- Communicate with employees on business practices and ethical behavior.
- Work to eliminate opportunities for waste, loss, unauthorized use, and misappropriation.
- Encourage employees to report possible problems in any area.



U.S. Department of the Treasury

**State Small Business Credit Initiative
APPLICATION ATTACHMENT
SECTION 4H Internal Accounting and Administrative
Controls Systems Used by the OCSP Staff**

ACCOUNTING AND FINANCIAL REPORTING POLICIES IN COMPLIANCE WITH SSBCI REGULATIONS:

The following describes internal accounting and administrative control procedures for WSCN. Control activities involve segregation of duties, proper authorization of transactions and activities, adequate documents and records, physical control over assets and records, and independent checks on performance.

Use a system of checks and balances to ensure no one person has control over all parts of a financial transaction.

- Require purchases, payroll, and disbursements to be authorized by a designated person(s).
- Separate handling (receipt and deposit) functions from record keeping functions (recording transactions and reconciling accounts).
- Separate purchasing functions from payables functions.
- Ensure that the same person is not authorized to write and sign a check or wire transfer form.
- Require supervisors to approve employees' time sheets before payroll is prepared.
- Require payroll direct deposit paystubs to be distributed by a person other than the one authorizing or recording payroll transactions or preparing payroll direct deposits.
- Ensure that all checks received are promptly recorded and deposited in the form originally received.
- Require accounting department employees to take vacations.

Verify that all transactions meet the requirements of the Program.

- When a check or wire transfer or ACH deposit is received, verify that the payment is proper under the Program.
- When a purchase, payroll, or disbursement is authorized by a designated person(s), verify that it meets the requirements of Treasury rules and regulations and OMB Circular A-133, cost principles of OMB Circular A-87 and 48 CFR part 31, applicable provisions of the grants management common rule referenced in the attachment to OMB Circular A-102, OMB Circular A-127, OMB Circular A-129, and SSBCI Policy Guidelines published by Treasury on its website at www.treasury.gov/ssbci.

Reconcile bank accounts every month.

- Require the reconciliation to be completed by an independent person who does not have bookkeeping responsibilities or check signing responsibilities, or require supervisory review of the reconciliation.
- Examine canceled checks and other types of disbursements (e.g. wire transfers) to make sure vendors are recognized, expenditures are related to business, signatures are by authorized signers, and endorsements are appropriate. Examine bank
- Statements and cancelled checks to make sure checks are not issued out of sequence.
- Initial and date the bank statements or reconciliation report to document that a review and reconciliation was performed and file the bank statements and reconciliation.



U.S. Department of the Treasury

**State Small Business Credit Initiative
APPLICATION ATTACHMENT
SECTION 4H Internal Accounting and Administrative
Controls Systems Used by the OCSP Staff**

For company credit cards, restrict use and verify all charges made to credit cards to ensure they were business-related.

- Limit the number of credit cards and users.
- Apply a policy that credit cards are for business use only; prohibit use of cards for personal purposes with subsequent reimbursement.
- Set account limits with credit card companies; do not allow cash advances on credit cards.
- Inform employees of appropriate use of the cards and purchases that are not allowed.
- Require employees to submit itemized, original receipts for all purchases.
- Examine credit card statements and corresponding receipts each month, independently, to determine whether charges are appropriate and related to business.

Ensure that assets such as computers, cell phones, equipment, and other resources are used only for official business.

- Examine expense reports, credit card charges, telephone and other bills periodically to determine whether charges are appropriate and related to business.
- Maintain an equipment list and periodically complete an equipment inventory.

Protect checks against fraudulent use.

- Prohibit writing checks payable to cash.
- Deface and retain voided checks.
- Store blank checks in a locked drawer or cabinet, and limit access to the checks.
- Require that checks are to be signed only when all required information is entered on them and the documents to support them (invoices, approval) are attached.
- Mark invoices "Paid" with the check number when checks are issued.
- Enable hidden flags or audit trails on accounting software.

Provide oversight of operations and management.

- Monitor financial activity on a regular basis, comparing actual to budgeted revenues and expenses.
- Require an explanation of any significant variations from budgeted amounts.
- Periodically review the check register or general ledger to determine whether payroll taxes and other taxes are paid promptly.
- Periodically review financial procedures and policies.
- Require independent auditors to present and explain the annual financial statements and to provide management letters.
- Evaluate employee performance annually against a written job description.
- Participate in the hiring/approval to hire consultants including the independent auditors.
- Review all contracts.

Compliance testing to be performed.

- On an ongoing basis randomly select elements of the accounting and operations systems for compliance testing.



Section 1: Applicant Information

1A. Enter the name of the Applicant City of Laramie, WY and Joint Applicants (See Attachment Q-1A)

1B. Enter information below about the specific department, agency, or political subdivision of the Applicant that has been designated to implement the program(s) described in this application.

Organization Name: City of Laramie, WY

Section 5: Compliance

4H. Applicants should use the space provided below to provide a narrative statement describing what reporting mechanisms, audits, or other activities (a) the Applicants has in place or (b) need to be implemented to enable the Applicant to conduct oversight and meet annual reporting requirements for the proposed programs.

The joint applicant cities will enter into a cooperative agreement that sets forth the responsibilities and obligations of the parties under the Allocation Agreement, to exercise oversight of the WSCN. Oversight will include the following general guidelines:

Performance. To the extent allowed by the Allocation Agreement and applicable law, the Applicants have obligated the WSCN to satisfy and perform on behalf of the Applicants, and to be bound by as though it were the Applicant, all covenants and agreements of Applicants set forth in Article IV of the Allocation Agreement, including, without limitation, any and all restrictions set forth therein on uses of Allocated Funds, payment of Allowable Costs and uses of Program Income, and the requirement to deliver quarterly and annual reports.

Compliance. The WSCN shall maintain all records required to be maintained by the Allocation Agreement and by other applicable state and/or federal law that are pertinent to the activities to be performed under this Agreement. In addition, WSCN shall maintain the following records: (a) records providing a full description of each activity undertaken pursuant to this Agreement; (b) records demonstrating that each activity undertaken is in compliance with the requirements of the Act and the Allocation Agreement; and (c) records required to verify the eligibility of the activities and expenditures of WSCN pursuant to this Agreement.

Reports. WSCN shall submit regular reports to Applicant regarding the activities of WSCN pursuant to this Agreement. Such reports shall be in such form and content and shall be provided with such frequency as may reasonably be required by co-applicants as outlined in the cooperative agreement. Such reports shall include an annual report, including copies of its annual financial audit. Any failure to meet reporting criteria and resulting cost to be borne solely by WSCN.

Annual Audit. WSCN, at WSCN's expense (but as an Allowable Cost under the Allocation Agreement), agrees to have an annual financial audit conducted of its books, records and affairs. Such financial audit shall be conducted in accordance with standard accounting procedures by a firm of independent certified accountants of recognized standing selected by the City and reasonably acceptable to WSCN. The audit shall be done in compliance with existing rules including any rules that may be promulgated in the future. Should the audit activity reveal non-compliance, the City may order additional auditing for purposes of identifying or verifying corrective action, and shall do so solely at WSCN's expense.

The City will engage a duly authorized representative to conduct regular oversight of the WSCN and perform these tasks.



Supervision: The co-applicants, through Lead Applicant the City of Laramie, will have access to, and the right to audit, examine and make excerpts from or transcripts of, any pertinent documents, papers and records related to the performance of the Wyoming Smart Capital Network (WSCN). The City of Laramie as the lead Applicant, and the participating cities as joint Applicants, will engage accounting firm Casey Peterson & Associates of Rapid City or a comparably qualified firm, as its duly authorized representative to conduct regular oversight of the WSCN and perform these tasks:

1. Accept quarterly summary reports from WSCN. Review for completeness according to standards promulgated by Treasury for the Program.
2. Present quarterly reports to City of Laramie CEO for submission to Treasury.
3. Before it is made, review each loan guarantee to confirm that the file is complete, that the guarantee is being made in compliance with the requirements of the Program, and the facts of the file are being included in the summary reports.
4. Before it is made, review each angel fund investment to confirm that the file is complete, that the investment is being made in compliance with the requirements of the Program, and the facts of the file are being included in the summary reports.
5. Accept annual summary reports from the WSCN. Review for completeness according to standards promulgated by Treasury for the Program.
6. Present annual reports to City of Laramie CEO for submission to Treasury.
7. At request of the City of Laramie CEO and in compliance with the agreement with WSCN, act as the duly authorized representative of the City as often as deemed necessary to audit, examine and make excerpts from or transcripts of, any pertinent documents, papers and records related to WSCN's performance under the agreement with WSCN.
8. Review administrative expenses prior to disbursement to confirm allowability per SSBCI requirements.

The co-applicants further intend to utilize an Advisory Board to ensure adequate supervision of WSCN and compliance with program objectives. The Board shall be composed of one member assigned by each of the partner municipalities and a representative of the Wyoming Business Council.

Board members will have demonstrated experience and/or training that will assist the Board in meeting its duties and goals in the oversight of the third party administrator and the funds being distributed through the programs, Board members will include professionals with experience in lending and investments, economic development, or business development. Co-applicants with a local or regional economic development organization (EDO) may appoint the chief executive of the EDO to serve on the Advisory Board.

The Board will meet not less than quarterly during the operational period of the board and meetings may be conducted electronically or telephonically to obtain the most attendance practical. The staff of the WSCN will facilitate the delivery of reports to cities, the gathering of approvals from the cities, and the delivery of approvals to Treasury. The team expects to use an online site where City CEOs and administrators can access reports, make approvals, and generate signatures. The multiple approvals will be aggregated for delivery to Treasury.

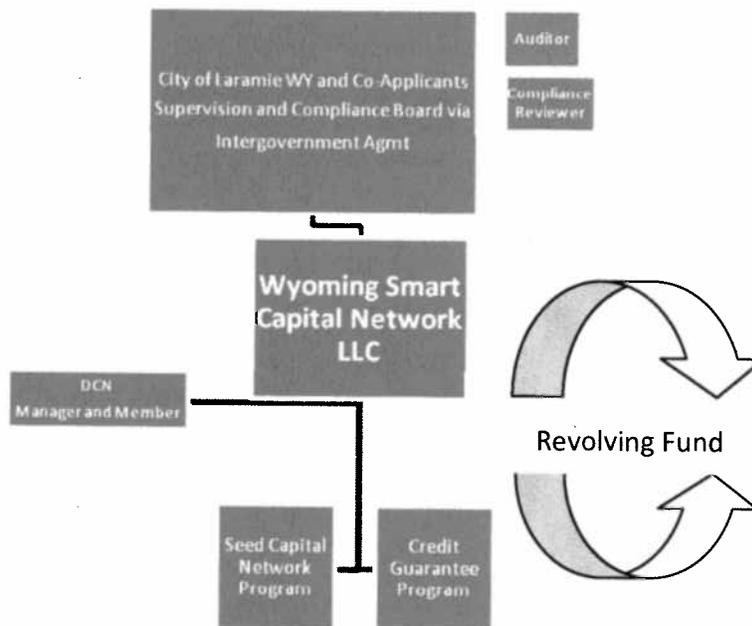


U.S. Department of the Treasury

**State Small Business Credit Initiative
APPLICATION ATTACHMENT
SECTION 5B Reporting Mechanisms, Audits, or
Other Activities**

The duties of the Advisory Board shall include, but not be limited to, the following with the goal of providing new primary jobs within the partner municipalities:

1. Review of annual audits and reports prior to submission to the U.S. Department of Treasury
2. Review of quarterly use-of-funds report including but not limited to summary information on the applications made to the CGP and SCN programs; loans and investments made; the number, location and type of jobs created by the programs; and costs incurred and revenues received from the programs.
3. Establish operating procedures for the Advisory Board that will accomplish the necessary oversight of the WSCN and other vendors within the rules promulgated for the program by the U.S. Department of Treasury.



The Applicants supervise the WSCN. The Applicants will contract for the financial audit and compliance review of the WSCN. Wyoming Smart Capital Network LLC is a Wyoming limited liability company. DCN is the manager and sole member of WSCN. The Applicants are contracting with WSCN to operate as a perpetual fund until all Allocated Funds have been invested, re-invested as Program Income or non-Program Income, and ultimately exhausted. This will occur both during and after the Allocation Time Period. The Allocated Funds are intended only for this purpose.

WSCN may only pay compensation to DCN and may only reimburse DCN for expenses incurred subject to the restrictions on payment of Allowable Costs and uses of Program Income as set forth in the Allocation Agreement. The Applicants acknowledge these restrictions.



April 2, 2012

Mr. Cliff Kellogg
Project Director -- SSBCI
U.S. Department of the Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

Dear Mr. Kellogg,

On behalf of Cimarron Capital Partners, LLC, its principals and affiliates ("Cimarron"), I am writing in support of DCN's Wyoming Smart Capital Network and Red River Corridor Fund proposals in support of lending and investing in Wyoming and North Dakota small businesses.

For over 20 years, Cimarron has designed, built and managed effective, results-driven regional private equity programs and specialty funds. Our team has advised more than twenty states and regional organizations on program and policy design.

Cimarron's team draws on deep skills and experience. Our eight investment professionals have over 120 years investing in funds, investing in companies, and supporting entrepreneurs. We provide leadership to our industry, helping found trade associations, training programs, and research initiatives that advance the knowledge of venture investing, business building, and the prudent use of public funds where programs are expressly designed to protect regions from fraud, waste, and abuse. We are pioneers, often working in regions of the country most in need of venture capital resources. We innovate to solve problems, and create new models that are often replicated by others.

Cimarron maintains a database of hundreds of investors accessible by preference of sector, stage and geography, and can identify funds that are currently investing. For these projects, Cimarron's database of resources will be made available through DCN to the Wyoming Smart Capital Network and Red River Corridor Fund at no cost. We anticipate the organizations may tap this resource when an angel fund in the region is searching for a venture investor with unique preferences or skills.

We strongly support funding for these important initiatives and look forward to contributing Cimarron's capabilities to meet the needs of Wyoming and North Dakota entrepreneurs.

Sincerely,

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

Michael A. Tharp, CFA
Founder and Managing Director

Stout, Jeffrey

From: Stout, Jeffrey
Sent: Wednesday, April 04, 2012 3:01 PM
To: 'rheard@cimarroncapital.com'; 'phuleatt@dcnteam.com'
Cc: jjordan@cityoflaramie.org
Subject: Laramie application

Robert,

I reviewed the latest submission and note the following:

1. Per our previous email, extract the Application for Loan Guarantee or Investment, credit guarantee agreement, and pledge of collateral
2. Add a sentence to 4A section 4) that describes why your assumption that related financing of 68% of the SSBCI supported loan is reasonable

In order that you have a final complete application for signature by the consortium members, please make these changes and resubmit.

I will circulate to RC as soon as I receive these revisions.

Feel free to call if you have questions.

Jeff

Jeff Stout
U.S. Department of the Treasury
State Small Business Credit Initiative
202.622.2059
jeff.stout@treasury.gov

Stout, Jeffrey

From: Stout, Jeffrey
Sent: Thursday, March 29, 2012 10:05 AM
To: 'rheard@cimarroncapital.com'
Cc: jjordan@cityoflaramie.org
Subject: Laramie Consortium
Attachments: AS Leverage Table.xlsx

Robert,

As we discussed on the phone, the Review Committee tabled the discussion of the Laramie Consortium's application until the following issues are addressed:

2D

How does the consortium define underserved, which organizations will you collaborate with to market the programs
Clarify whether you intend to market to or enroll loans from CDFI lenders

4C

The Review Committee requested additional information before it can determine that the leverage projection for CGP is reasonable. The key issue in question is the rate at which funds revolve, relatedly, there was some doubt that nearly 100% of the loans would be one year working capital loans. We discussed the following on the phone today:

- a) Describe the market research DCN has performed with lenders and the results of that research
- b) Revise table 4C to include a possible distribution of loans by maturity and/or loans additional leverage from related loans

Clarify Cimarron's role as a contractor to the WSCN or eliminate reference

Although you will not include the Services Agreement in the application, we recommend that the municipalities require any disclosure of known appearance of conflict of interest and that that these appearances be part of the compliance package submitted to the CPA firm.

In the description of CGP in section 4A the reference to "collateral for 100% of each commitment to a Lender" caused some confusion. Add a parenthetical indicating that the cash collateral commitment will not exceed 50% of the loan amount.

Don't hesitate to contact me if you have any questions.
Jeff

Jeff Stout

U.S. Department of the Treasury
State Small Business Credit Initiative
202.622.2059
jeff.stout@treasury.gov

Stout, Jeffrey

From: rheard@cimarroncapital.com
Sent: Tuesday, March 27, 2012 7:19 PM
To: Stout, Jeffrey
Cc: jjordan@cityoflaramie.org; movermann@penceandmac.com; dwolverton@dcnteam.com; phuleatt@dcnteam.com
Subject: Re: Laramie
Attachments: LARAMIE SSBCI Application REVISIONS 2D and 4A 120326.pdf; LARAMIE SSBCI Application REVISIONS 2D and 4A 120326_cln.pdf

Thanks, Jeff.

See our answers below. Attached are edits to pages of the Application, marked and clean. Please insert the clean pages in the Application.

Regards,

Robert

From: <Jeffrey.Stout@treasury.gov>
To: <rheard@cimarroncapital.com>
Date: 03/23/2012 03:48 PM
Subject: Laramie/Carrington

Robert,

I have received some feedback from committee members prior to our meeting on Wednesday and want to notify you of some minor clarifications they have requested so that you can be poised to submit a final application soon after the committee makes its decision:

1) Explicitly state why a lower allocation amount will not materially affect your leverage projections. Tentatively, the pro rata allocations would be \$3.5m for Carrington and \$10m for Laramie. Specifically, there were questions about whether Carrington's angel investment program would be justified if it were only \$700-\$800K in size. The good news is that we will not need you to resubmit an application that has the new allocation amount as long as you can justify that the size will not affect your assumptions.

The leverage ratio for the credit guarantee program will stay the same and the volume of leveraged capital will be proportional to the award. The Laramie team has been pre-marketing the program to banks and bank officers are waiting for the program. The competition for this capital, now larger relative to the smaller pool, may enable us to deploy capital more quickly than originally proposed. We are confident the program will achieve the targeted leverage ratio.

The leverage ratio for the seed capital network program will stay the same and the volume of leveraged capital will be proportional to the award. The communities interested in angel funds remains the same, so our pipeline will be larger relative to the capital we have available to deploy. The competition for this capital, now larger relative to the smaller pool, may enable us to deploy capital more quickly than originally proposed. We are confident the program will achieve the targeted leverage ratio.

2) The answer to question 2D references collecting the minority status of business owners. Please remove this as it is likely impermissible under ECOA. This reference has been removed.

3) Several questions arose about table 4D – please either add a paragraph describing the significance of the data presented or eliminate it from the application. This table illustrated the source for the comments on historical loan volume in Wyoming. The table has been removed and a footnote has been inserted providing a link to the source.

4) Confirm via email that the Application for Loan Guarantee and Investment and the Services Agreement were submitted for informational purposes and do not form part of the official application.

The Application for Loan Guarantees and Investment and the Services Agreement were submitted for information only and do not form part of the official application.

There may be additional requests for clarification once the committee meets, but I thought this email may give you additional time to make revisions. You may want to notify the municipalities early next week that you will distribute a final revised application and seek their signature on Thursday or Friday of next week assuming the Review Committee approves.

Jeff

Jeff Stout
U.S. Department of the Treasury
State Small Business Credit Initiative
202.622.2059
jeff.stout@treasury.gov

Stout, Jeffrey

From: rheard@cimarroncapital.com
Sent: Tuesday, January 03, 2012 5:22 PM
To: Stout, Jeffrey
Cc: dwolverton@dcnteam.com; jjordan@cityoflaramie.org; movermann@penceandmac.com; phuleatt@dcnteam.com; Rodriguez, Roberto
Subject: RE: Revisions to Laramie Application
Attachments: 121411 Cooperative Agreement (proofed).doc; 121411 Services Agreement WSCN (proofed).doc

Jeff,

These questions are being addressed in the Cooperative Agreement and the Services Agreement. The attached are drafts and therefore subject to revision. If you would like specific language, please let us know.

Robert

From: <Jeffrey.Stout@treasury.gov>
To: <rheard@cimarroncapital.com>
Cc: <Roberto.Rodriguez@treasury.gov>, <jjordan@cityoflaramie.org>, <movermann@penceandmac.com>, <phuleatt@dcnteam.com>, <dwolverton@dcnteam.com>
Date: 12/30/2011 11:52 AM
Subject: RE: Revisions to Laramie Application

Robert,

Thank you for your voicemail and fax. I received the updated information and am proceeding with my review but will not complete my recommendation until you have a chance to respond to the last set of questions.

As you are doing so, please also:

- Indicate how the consortium and advisory board will address conflicts of interest. Conflicts may arise with officials that have an interest in potential borrowers or investees or with DCN owners/managers who may have an interest in the funds or companies supported by SSBCI.

We have addressed this in Section 11.5 of the attached Services Agreement.

- Describe what remedies are available to the consortium if WSCN does not meet the terms of its agreement

This is addressed in the attached Services Agreement, Sections 8.1 to 8.6.

- Clarify whether the consortium or advisory board have any investment decision making authority

WSCN has sole investment decision making authority, subject to oversight of the Board comprised of Applicant Cities (referred to as the "Advisory Board" in the Application). Please see Section 2.2 of the attached

Services Agreement.

Thank you for your work on this application. I hope to complete my recommendation as early as possible next week.

Best regards,
Jeff

-----Original Message-----

From: rheard@cimarroncapital.com [mailto:rheard@cimarroncapital.com]

Sent: Thursday, December 29, 2011 5:31 PM

To: Stout, Jeffrey

Cc: Rodriguez, Roberto; jjordan@cityoflaramie.org;

movermann@penceandmac.com; phuleatt@dcnteam.com; dwolverton@dcnteam.com

Subject: Revisions to Laramie Application

Mr. Stout,

Attached are brief responses to your earlier questions. Based on your questions and phone call with members of the Laramie team we have revised sections of the Application, also attached. We ask that you included these revised pages as replacements to those original pages in the Application.

Thank you and let us know if you have further questions.

Regards,

WSCN Team

MEMO

December 30, 2011

**To: Jeffrey Stout and Roberto Rodriguez
U.S. Treasury SSBCI Office**

Fr: WSCN

Re: Response to Questions

Mr. Stout, please see responses to your questions, below. These responses may also be found in the attached 12/31/2011 Revisions to the Laramie Application. Please let us know if you have further questions.

Robert,

I identified several more issues as I worked on the review of the Laramie application today. Please address in your revisions:

Credit Guarantee Program

- State the maximum \$ size of loans to be supported by the cash collateral program (\$20m statutory limit)

The Program will target loans with an average principal amount of \$5 million or less.

- State the maximum % of each loan the program will support. If greater than 50%, indicate how you will adhere to the 1:1 leverage requirement

Guarantees are expected to range from 15% to 50% of the loan amounts (50% is the maximum), averaging 20%, and range in size from \$5,000 to \$1 million.

- Bolster your justification for the ability to leverage over \$100 million in loans in five years. Your argument in 4A under "Reasonableness" hinges on the program being less complicated administratively than a similar program in Oklahoma, but does not address the market demand in the relevant areas in Wyoming.

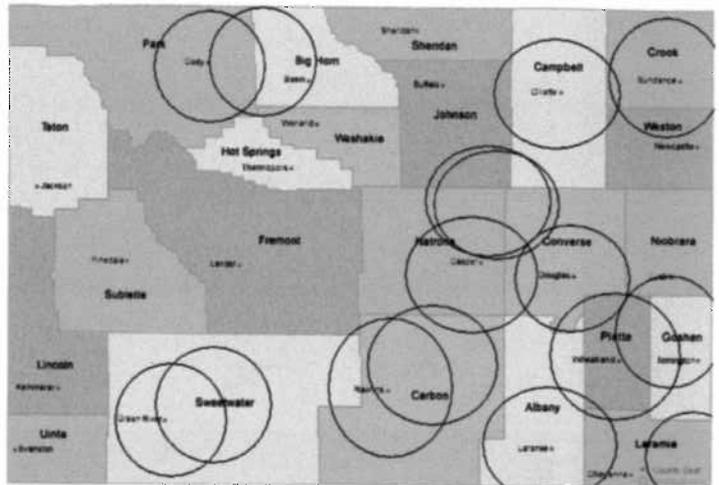
The Applicants occupy a substantial market area. The attached map shows the Primary, Secondary and Tertiary areas of commerce and employment served by the Applicant Cities. The 2010 population of these areas total 332,550, or 59% of the total 563,626 population of the state.

In 2009, Wyoming financial institutions made 14,094 business loans under \$1 million totaling \$69.9 million. In the service areas of the Applicant Cities, using population as a gross indicator of loan volume, the market for business loans of up to \$1 million was about \$41 million in 2009. These were, clearly, all bankable loans. The purpose of the CGP is to help lenders expand the universe of doable deals. In our experience, for every loan a lender makes, there is another loan

he would like to make but for a stronger balance sheet. Said another way, the market for doable loans that could benefit from collateral support is likely at least \$41 million per year. CGP helps fill this need. To achieve its minimum goals the CGP must support loans of \$6.2 million in 2012 and \$6.4 million in 2013. Given the strong relationships with Wyoming lenders and WSCN's plan of action, the goal is readily attainable. Not stated here, and only for lack of data, is the market for loans of up to \$5 million. The CGP will consider loans of up to this size.

The following map shows commerce and employment regions of the Applicant Cities (the Primary Areas), a 50 mile radius from the Cities (the Secondary Areas), and the counties of the Primary Areas (the Tertiary Area). The Tertiary Areas and the population of these include the counties of:

COUNTY	POPULATION
Park,	28,205
Big Horn,	11,668
Campbell,	46,133
Crook,	7,083
Natrona,	75,450
Converse,	13,833
Carbon,	15,885
Albany,	36,299
Platte,	8,667
Goshen,	13,249
Laramie(w/o Cheyenne)	32,272
Sweetwater.	43,806
TOTAL	59% <u>332,550</u>
All Wyoming	563,626



The CGP is attractive to banks. Members of the WSCN team managers designed, implemented and managed a similar program from 1997 to 2008. The original program was in Oklahoma while the new program is in cities in Wyoming. The original program was focused on financing short term working capital needs and fixed assets until the final three years of the program when by statute the program was limited to fixed asset loans with a minimum 5-year term. Working capital support was always in high demand. The CGP program will focus on financing working capital needs with terms of generally less than two years. Wyoming banks have indicated this is the primary need. The original program had many technical constraints that limited eligibility. The SSBCI funds come with many fewer constraints and therefore a broader potential market. The closing mechanism for the original program was complicated, while the closing process for the new program is relatively simple. Therefore, the appetite of banks for the program is expected to be higher than that for the Oklahoma template.

In our experience, a basic requirement for deploying development capital is to have a program that is a) **useful and easy to use** by participating lenders, b) **worthy of trust** such that a lender can rely on the support and c) **material to the transaction** such that a lender finds it worthwhile to participate. The template program has demonstrated these requirements, and the WSCN's Credit Guarantee Program is superior in many respects. The guarantee percentage can be as high as 50% in the WSCN program, compared to 18% in the template model, making the program particularly valuable. The cash collateral will be deposited at the lending bank, making it trustworthy. The lender will be able to use its standard loan documents, making it easy to

use. For these reasons, the appetite of banks for the program is expected to be significantly higher than that for the Oklahoma template.

A second basic requirement for achieving the desired volume and quality of transactions is having a vigorous system for **marketing** the program and **selling** the tool, the **discipline** to follow the process, and a **management team** capable of implementing the plan.

The WSCN has a robust system designed to accomplish its goals.

- Starting with our staff – As the former state director of the Wyoming Small Business Development Center, Diane Wolverton personally knows lenders and economic developers across the state. She has worked with the network of advisors to small companies and has the unique capacity to connect with those who are helping companies find capital. Paul Huleatt has a successful history of business development and commercial credit underwriting for Silicon Valley Bank, First Interstate Bank, Norwest Bank and other lenders. And Mark Huston and Robert Heard both have direct experience marketing guarantee and collateral support programs through a network of banks. WSCN is establishing a network of participating banks. Banks will serve as the primary source of deal flow for the CGP. Personal contact is key to leveraging this resource. The WSCN team will contact each member of our network banks at least once a month to identify deals and discuss structures. The targeted banks are listed below.
- WSCN will provide periodic outreach and training programs to participating and prospective lenders and groups of lenders.
- WSCN will organize webinars and produce and distribute marketing materials to be distributed through training events, conferences, and partner newsletters and mailings.
- WSCN will reach out to individual companies who may serve as borrowers for the program. For example, among the estimated 18,000 businesses in the state, WSCN has identified over 350 manufacturers with up to 500 employees. Our team will target the companies that meet SSBCI guidelines and systematically reach out to these.
- We will establish a network of regional attorneys, accountants, and intermediaries who are focused on supporting Wyoming small businesses. We will include these professionals in our outreach of the CGP training events to encourage networking and deal flow among these professionals.
- WSCN will establish a network of Small Business Development Centers, Regional Economic Development Organizations, Community Development banks, SCORE centers and nonprofits serving minority and underserved communities to identify deal flow for the program. For example, WSCN will sponsor the Telesummit on Finance for Women Entrepreneurs, April 2012 in conjunction with the Wyoming SBDC, Wyoming Business Council and the Wyoming Women's Business Center.
- The cooperating municipal partners are eager to serve as a conduit for dissemination of marketing materials through City newsletters, websites, and other venues.

Seed Capital Program

- State the maximum and targeted business size in terms of employees (500 and 750 statutory limit, respectively)

The Program will target an average borrower-size of 500 employees (as defined in 13 CFR 121.106) or less and will not extend credit support to borrowers with more than 750 employees.

- State the targeted size of the investment round into which the program will invest (\$5 million statutory limit)

An investment will be in the form of an interest purchased in a fund, such as a limited partner interest or an LLC member interest.

WSCN will favor angel funds that have \$2 million or more in total commitments (without WSCN)

The interest purchased by WSCN will generally range in size from \$50,000 to \$3 million (never more than \$3 million) and represent 5% to 50% of fund capital (never more than 50%).

- State the maximum size of the round into which the program will invest (\$20 million statutory limit)

The maximum size of the fund to which WSCN may commit is \$20 million.

Leverage

- Please send an excel version of your spreadsheet along with the revisions

Done.

- Note that your figure in the row "Total Activity" 138,538,274 is the sum of \$105m in loans under the CGP and \$33m under SCNP. However, the \$33m figure appears to include the \$3m in SSBCI funded loans. Netting out the \$3m in SSBCI dollars, Total Activity = 135.5m and your leverage factor is 10.25

Regards,
Jeff

Jeff Stout

U.S. Department of the Treasury
State Small Business Credit Initiative
202.622.2059
jeff.stout@treasury.gov

From: rheard@cimarroncapital.com
To: Stout_Jeffrey
Cc: phuleatt@dcnteam.com; dwoverton@dcnteam.com
Subject: Re: Laramie
Date: Thursday, December 29, 2011 5:39:29 PM

Jeff,

I see you have written while I was sending the updates. I suggest you review that and let us know if it gives rise to more questions.

We will respond to the questions below by tomorrow morning.

Thanks for working hard on this.

Robert

From: <Jeffrey.Stout@treasury.gov>
To: <rheard@cimarroncapital.com>
Date: 12/29/2011 04:14 PM
Subject: Laramie

Robert,

I identified several more issues as I worked on the review of the Laramie application today. Please address in your revisions:

Credit Guarantee Program

- State the maximum \$ size of loans to be supported by the cash collateral program (\$20m statutory limit)
- State the maximum % of each loan the program will support. If greater than 50%, indicate how you will adhere to the 1:1 leverage requirement
- Bolster your justification for the ability to leverage over \$100 million in loans in five years. Your argument in 4A under "Reasonableness" hinges on the program being less complicated administratively than a similar program in Oklahoma, but does not address the market demand in the relevant areas in Wyoming.

Seed Capital Program

- State the maximum and targeted business size in terms of employees (500 and 750 statutory limit, respectively)
- State the targeted size of the investment round into which the program will invest (\$5 million statutory limit)
- State the maximum size of the round into which the program will invest (\$20 million statutory limit)

Leverage

- Please send an excel version of your spreadsheet along with the revisions
- Note that your figure in the row "Total Activity" 138,538,274 is the sum of \$105m in loans under the CGP and \$33m under SCNP. However, the \$33m figure appears to include the \$3m in SSBCI funded loans. Netting out

the \$3m in SSBCI dollars; Total Activity = 135.5m and your leverage factor is 10.25

Regards,
Jeff

Jeff Stout
U.S. Department of the Treasury
State Small Business Credit Initiative
202.622.2059
jeff.stout@treasury.gov

MEMO

December 28, 2011

**To: Jeffrey Stout and Roberto Rodriguez
U.S. Treasury SSBCI Office**

Fr: WSCN

Re: Revised Forms and Response to Questions

Mr. Stout,

Attached are brief responses to your earlier questions. Based on your questions and phone call we have revised sections of the Application, also attached. You will find we have:

1. Made no change to Sections 1A, 1B and 1C. No change to applicant signature pages.
2. Made no change to Sections 2A, 2B and 2C.
3. Made no change to Section 3.
4. Updated Section 1D by adding Development Capital Networks LLC as a Contractor. Provided the most recent year end financial statements for DCN under separate cover.
5. Provided a map of the Participating Cities.
6. Updated Section 2D to remove typo and edit text.
7. Updated Section 4A for the Credit Guarantee Program. Confirmed that WSCN will post cash collateral for 100% of each commitment to a lender. Expanded our discussion of the reasonableness of our plan.
8. Updated Section 4A for the Seed Capital Network Program. In particular, clarified that WSCN is investing only in member-managed angel funds – not in venture capital or private equity funds, and not in an “open innovation fund” operated by WSCN. Expanded our discussion of the reasonableness of our plan. Provided key criteria for selecting angel funds for investment.
9. Updated Section 4B to reflect the range of guarantees that we anticipate.
10. Updated Section 4C, reflecting the 5-year period remaining in the Allocation Time Period. We also sought to illustrate the variation in guarantee percentages with a plan that anticipates higher percentages in the first two years.
11. Updated Section 4E.

12. Updated Section 4F to clarify the role of each member of the WSCN team with an updated organization chart of the WSCN staff.
13. Updated Section 4G. Clarified that the Wyoming Smart Capital Network LLC is a new entity formed to implement the Programs for the Cities and to serve as the revolving fund for recycling of the funds during and after the Allocation Time Period. As a new entity the WSCN LLC has no operating history and not assets or liabilities.
14. Updated Section 4H. Identified the initial members of the Advisory Board as the CEO or Chief Administrator of each City.
15. Updated Section 5B. Provided an organization chart for the full project. Clarified that Wyoming Smart Capital Network LLC is a Wyoming limited liability company created to implement the Programs for the Applicant Cities. DCN is the manager and sole member of WSCN. The Applicants are contracting with WSCN to operate as a perpetual fund until all Allocated Funds have been invested, re-invested as Program Income or non-Program Income, and ultimately exhausted. This will occur both during and after the Allocation Time Period. The Allocated Funds are intended only for this purpose. WSCN may only pay compensation to DCN and may only reimburse DCN for expenses incurred subject to the restrictions on payment of Allowable Costs and uses of Program Income as set forth in the Allocation Agreement. The Applicants acknowledge these restrictions.

Please let us know if you have further questions.

Questions from Jeffrey Stout

1D

Given that DCN will manage WSCN it should be added as a contracting entity.

Please clarify Cimarron's role in managing the program. We may ask that Cimarron be included as a contracting entity in 1D as well.

Cimarron is a resource and a consultant to DCN, and is not a manager of WSCN.

4A

- Describe the entities involved WSCN, DCN, and Cimarron Capital, including their legal structure, contractual relationships related to SSBCI, as well as their role in program administration.

WSCN is wholly owned by DCN. DCN serves as WSCN manager. Cimarron is a resource and a consultant to DCN, and is not a manager or member of WSCN.

- Is WSCN newly formed? What is its legal structure and who controls it?

Yes. WSCN is a Wyoming limited liability company. It is controlled by DCN.

- Clarify which organization you mean when you say "program managers."

DCN is the one program manager. The plural refers to staff of DCN.

- Please indicate in 4A that you intend to post cash collateral for 100% of the commitment from the consortium at each lender. (Since we use the word "guarantee" slightly differently here, it will be useful to clarify.) Internally, we use "collateral support program" to describe programs where 100% of the support provided is deposited as cash collateral with the lender. We use "loan guarantee" for programs where the state guarantees loans from several institutions with a fund that is some percentage of the total exposure.)

This is a collateral support program. We intend to post cash collateral for 100% of the commitment from WSCN to a lender.

- The assumed 18% support is based on historic results from a fixed asset financing program. Why is the same assumption relevant for this program?

The historical program supported working capital loans until the final three years of the program when by statute it was limited to fixed asset financing. There was always a demand for support for working capital loans. Banks in Wyoming have suggested this is a primary need.

- The remaining program period is five years – in several places the application mentions a six year period.

Confirmed.

- Elaborate on the selection criteria for angel or seed funds

WSCN will only support member managed angel funds.

Criteria for Selecting Angel Funds Managed by its Members

WSCN will select angel funds that are substantially composed of business builders who have become prosperous, are seeking to give back to young entrepreneurs, and are willing to spend time and share their knowledge with their angel peers and investee companies.

WSCN will favor angel funds that have \$2 million or more in total commitments (without WSCN), a term of at least 10 years, and a governance system that is relatively flat and strives to use the knowledge of all the members. Angel funds are expected to participate in the WSCN Seed Capital Network, to engage with other members of the Network, and to attend statewide venture forums hosted by the Network. Individual angels are expected to consider co-investing with their fund, and funds are expected to consider co-investing with other angel funds.

WSCN will have a preference for angel funds that seek to learn the methods and disciplines of angel investing, to become excellent at angel investing, and to that end welcome the administrative support and facilitation of WSCN staff.

WSCN will seek to support angel funds that elect to be visible to entrepreneurs and that support entrepreneurial development programs in the community.

- Acknowledge the consortium's understanding that management fees to venture funds are subject to the cap on administrative expenses.

We acknowledge this.

4C

Please submit a leverage calculation based on the remaining five years of the reporting period 2012-2016. Add a line item calculating overall leverage based on the entire allocation amount (without netting out admin expenses). Column (f) in "Summary of anticipated Program Benefits" equals the six year total for leverage in your Table 4C on the same page. However, it appears that column (f) includes the SSBCI funding amount. Please reconcile these two tables. In the context of the CGP, what does column (e) represent?

The bottom line of the following table reflects overall leverage based on the entire allocation amount without netting out admin expenses.

For the SCN column (f) reflects both private dollars and SSBCI dollars since the SSBCI dollars are invested in funds, and from there to companies.

For the CGP column (f) reflects only private dollars since SSBCI dollars are used as collateral support for loans to companies.

Summary of Anticipated Program Benefits

OCSP Description	(a)	(b)	(c)	(e)			(f)			
	Maximum Principal Amount	SSBCI Share	Allocation to Proposed Program	Initial Private Participation	Follow-on or 2nd Round	Total Private Participation	Total Project Costs	Leverage	Number of Loans/Projects	Jobs Created
CAP Program								1		
OCSP Program(s)										
Seed Capital Network Program	\$ 1,500,000	18.0%	\$ 3,000,000	\$ 13,666,667	\$ 16,666,667	\$ 30,333,333	\$ 33,333,333	11.1 : 1	33	382
Credit Guarantee Program	\$ 1,000,000	15%-50%	\$ 9,686,388	\$ 19,372,777	\$ 80,563,394	\$ 99,936,171	\$ 99,936,171	10.3 : 1	200	1425
OCSP (Description 3)								1		
OCSP (Description 4)								1		
Sub-total OCSPs								1		
TOTAL ALL OCSP Programs			\$12,686,388	\$ 33,039,443	\$ 97,230,061	\$ 130,266,504	\$ 133,266,504	10.3 : 1	233	1807
Administrative Funds			\$ 481,962							
TOTAL ANTICIPATED BENEFITS			\$13,168,350	\$ 33,039,443	\$ 97,230,061	\$ 130,266,504	\$ 133,266,504	10.1 : 1		

NOTES

1	WYOMING - SSBCI	12/28/2011	V9						
2	Wyoming Smart Capital Network								
3	Income and Expense Budget								
4									
5			FY	2012	2013	2014	2015	2016	Total Ratio
6	Activity								
7	Transfer	13,168,350	4,345,956	4,345,556	4,477,299				13,168,350
8	Admin Fee		217,278	130,367	134,317				481,962
9	Invested		4,128,278	4,215,189	4,342,922				12,686,388
10	Seed Capital Network Program								
11	Investments	18%	1,000,000	1,000,000	1,000,000	-	-	-	3,000,000
12	Angel Fund Match		4,555,556	4,555,556	4,555,556	-	-	-	13,666,667
13	Angel Fund Balance		5,555,556	11,111,111	16,666,667	16,666,667	16,666,667	16,666,667	
14	Co-Investments		-	-	5,555,556	5,555,556	5,555,556	5,555,556	16,666,667
15	Co-Investments Balance		-	-	5,555,556	11,111,111	16,666,667	16,666,667	
16	Total Annual Leverage Achieved		5,555,556	5,555,556	11,111,111	5,555,556	5,555,556	5,555,556	33,333,333 11.1
17	Initial Private Participation		4,555,556	4,555,556	4,555,556	-	-	-	13,666,667
18	Subsequent Rounds		-	-	5,555,556	5,555,556	5,555,556	5,555,556	16,666,667
19	Credit Guarantee Program								
20	Allocated to Credit Guarantees		3,128,278	3,215,189	3,342,922				9,686,388
21	First Tranche								
22	Loan Guarantees	50%, 40%, 25%	3,128,278		2,987,505	2,859,047	2,724,679		
23	Matched Loans		6,256,555		7,468,763	11,412,270	10,898,718		36,036,306 11.5
24	Less losses		140,772		134,438	128,388	122,611		526,209
25	Second Tranche								
26	Loan Guarantees	50%, 40%, 25%		3,215,189	3,070,505	2,932,333	2,800,378		
27	Matched Loans			6,430,378	7,676,263	11,729,330	11,201,511		37,037,482 11.5
28	Less losses			144,683	138,173	131,955	126,017		540,828
29	Third Tranche								
30	Loan Guarantees	50%, 40%, 25%			3,342,922	3,192,490	3,048,828		
31	Matched Loans				6,685,844	7,981,226	12,195,313		26,862,383 8.0
32	Less losses				150,431	143,662	137,197		431,291
33	Total Annual Leverage Achieved		6,256,555	6,430,378	21,830,870	31,122,826	34,295,541		99,936,171 10.3
34	Initial Private Participation		6,256,555	6,430,378	6,685,844				19,372,777
35	Subsequent Rounds				15,145,026	31,122,826	34,295,541		80,563,394
36	Total Activity		11,812,111	11,985,933	32,941,981	36,678,382	39,851,097		133,269,504 10.1
37	Leverage Ratio		2.7	2.7	4.3	7.1	10.1		10.1

4F

Please describe which organization/committee/individuals will perform key operational and approval functions. The team as a whole has very deep experience, but it is not clear who will do what and which entities control funding decisions. Some of this information is covered in other attachments, but it will be very useful to have a brief summary.

DCN Managing Directors Paul Huleatt and Robert Heard are responsible for the overall operation of the WSCN and approval of commitments for collateral support and investments.

Paul supervises DCN employee Diane Wolverton, who serves as WSCN Executive Director. Paul will lead the evaluation and structuring of commitments to banks and the evaluation and structuring of commitments to seed funds and angel funds.

Diane is full time with WSCN. Her key assignments include serving as the Wyoming-based point of contact for WSCN, marketing the collateral support program to Wyoming banks and economic developers, identifying champions for the creation of local angel funds, and supporting Paul and Jim Troxel in the facilitation of angel funds. Diane will organize training events and maintain the WSCN website.

Jim Troxel will serve as the lead facilitator of local angel funds. Jim will be supported in this task by Paul and Diane.

Mark Huston will advise Paul on the operation of the Credit Guarantee Program and the structuring of commitments to banks for collateral support.

Jeff Carpenter will advise angel funds on technology acquisition and commercialization.

Lori Griffin will serve as CFO for the WSCN.

4G

What do you mean by DCN's "Cimarron affiliate" in 4G?

Robert Heard is a Managing Director of both entities.

Please submit financial statements for WSCN, DCN and Cimarron.

WSCN is a new entity without operating history.

Financial statements for DCN are supplied under separate cover.

Cimarron is serving as consultant and resource to DCN. Cimarron is not a party to the WSCN project.

4H

Will the Advisory Board be staffed?

The WSCN staff will support the work of the Advisory Board.

If there are likely nominees to the Advisory Board, it may strengthen the application to name several of them and indicate that their background is relevant to the responsibilities of board members.

Earlier calls left us understanding Treasury prefers members of the Advisory Board to be the Mayors or City of Managers of the cities. There was also an indication that Treasury would prefer these to be the economic development officials of the cities. We will be working closely with economic developers in the cities and their regions. But we believe the Mayors and City Managers are best equipped to serve on the Advisory Board to oversee a federal program such as this.

MEETING DATE: MAY 15, 2012
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT

AGREEMENT WITH CURBSIDE RECYCLING

ACTION:

Curbside Recycling would like to enter into an agreement with the City of Cody. The agreement would spell out the criteria and the value that the City would pay for cardboard materials delivered to the City of Cody's Recycling Center. The materials would be baled by Curbside Recycling and then delivered to the City of Cody on a monthly basis. Curbside Recycling would like to be paid 55% of the net value the City receives when we deliver the materials to Billings.

SUMMARY:

Curbside Recycling would like to deliver approximately 200 Tons of cardboard to the City of Cody on an annual basis. The materials would be baled and ready for shipping to the facility in Billings and would be delivered to the City facility on a monthly basis. The materials would be collected from the Powell area.

FISCAL IMPACT

Curbside Recycling would be paid 55% of the net value of the baled cardboard that they would deliver to the City of Cody. It is anticipated that this would amount to roughly \$8,000 to Curbside Recycling on an annual basis.

ALTERNATIVES

1. Enter into an Agreement with Curbside Recycling for delivering baled cardboard materials to the City of Cody's Recycling Center.
2. Do not enter into an Agreement with Curbside Recycling for delivered baled cardboard materials to the City of Cody's Recycling Center.

RECOMMENDATION

Staff recommends that the Council authorizes the Mayor to sign an Agreement with Curbside Recycling. It is recommended that the City Attorney drafts the agreement and that the agreement requires the following:

1. All cardboard materials delivered to the City of Cody by Curbside Recycling will be baled.
2. All materials will be weighed on a registered scale and weight tickets will be supplied to the City of Cody when the materials are delivered.
3. The City of Cody will pay 55% of the net revenues to Curbside Recycling for cardboard materials delivered to the City by said company.

ATTACHMENT

Curbside Recycling Letter

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

MEETING DATE: MAY 15, 2012
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT
MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING STATE ENGINEER'S OFFICE
AND THE CITY OF CODY FOR
MARKHAM AND CODY MUNICIPAL DAMS

ACTION:

Authorize the Mayor to sign two MOU's with the State Engineer's Office. The first MOU will cover the Markham Reservoir Dam and the other will cover Cody Municipal Dam commonly referred to as New Cody Reservoir.

SUMMARY:

The City of Cody has two reservoirs that are under municipal review and oversight - Markham Reservoir and Cody Municipal Reservoir, commonly referred to as New Cody Reservoir. Both reservoirs have Dams associated with the reservoirs which are permitted through the State Engineer's Office. During the last year staff attended a seminar on dams and was informed of some grant funds that were available to assist in the development of inundation maps. The inundation maps show what area of ground will be impacted if the dams were to fail.

Staff applied for the funds and the City was successful in getting funded. The City's responsibility as a part of having our inundation mapping funded is the preparation of Emergency Action Plans. The Emergency Action Plans will outline what measures to take and who to inform in the event of a dam failures. The City of Cody will have to prepare two Emergency Action Plans – one for each dam.

FISCAL IMPACT

There will be no fiscal impact to the City of Cody. The inundation maps will be secured by the State through consulting services and the City of Cody will prepare the Emergency Action Plans with internal staff.

ALTERNATIVES

1. Agree to enter into the MOU with the State Engineers Office.
2. Deny the funds and disapprove entering into the MOU with the State Engineers Office.

RECOMMENDATION

Staff recommends that the Council authorizes the Mayor to sign the attached MOU's subject to review and approval by the City Attorney.

ATTACHMENT

Cody Municipal DAM MOU and Markham Reservoir Dam MOU

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING STATE ENGINEER'S OFFICE
AND THE CITY OF CODY FOR MARKHAM DAM EMERGENCY ACTION
PLAN**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the WYOMING STATE ENGINEER'S OFFICE (Agency), whose address is Herschler Building 4th East, 122 W. 25th Street, Cheyenne, Wyoming, 82002, and the CITY OF CODY (Owner), whose address is 1138 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414. Owner is the owner of the Markham dam (dam), located in Park County, Wyoming.
2. **Purpose.** The purpose of this MOU is to describe the responsibilities of both the Agency and the Owner in the preparation of an Emergency Action Plan (EAP) for the dam.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect through December 31, 2013.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of Agency.** The Agency will prepare, or have prepared, an Inundation Map (Map) for use with the EAP for the dam. The Agency will provide a draft Map for the Owner's review and discussion with emergency responders. The final Map will be presented to the Owner after receipt of the final EAP for the dam.
6. **Responsibilities of Owner.**
 - A. The Owner shall prepare an EAP for the dam in accordance with Federal Emergency Management Agency (FEMA) publication 64 "Emergency Action Planning for Dam Owners", NRCS' template, or other appropriate guidance provided prior approval is received from the Agency.
 - B. The Owner shall make all necessary contacts and conduct all necessary research to prepare the EAP for the dam.
 - C. Prior to receipt of the draft Map, the Owner shall deliver a draft copy of the EAP to the Agency for review and comment.

- D. After completion of the draft EAP, and receipt of comments from the SEO, the Owner shall conduct an orientation seminar with the emergency responders to review and obtain comments regarding the draft EAP and Map. The Owner shall notify the Agency of time and place of the seminar. The Agency may participate in the seminar at its sole discretion.
- E. Upon receipt and incorporation of input received at the orientation seminar, the Owner shall prepare a final EAP. One copy of the final EAP shall be delivered to the Agency. The final Map shall be delivered to the Owner after receipt of the final EAP by the Agency.
- F. The Owner shall prepare copies of the final Map and incorporate it into the final EAP for distribution to the appropriate agencies.
- G. The Owner shall maintain the EAP and shall notify the Agency when updates are made.
- H. The Owner shall conduct exercises of the EAP at appropriate times and in an appropriate manner.
- I. The Owner hereby grants access to the dam for the Agency and any Contractors or Consultants working on behalf of the Agency in conjunction with the creation of the Map or the EAP.
- J. The Owner agrees to comply with the provisions of the National Dam Safety Program Grant as shown in Attachment 1.

7. **General Provisions**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial Owner, Laramie County, Wyoming.
- C. **Availability of Funds.** The obligations of the parties under this MOU are

conditioned upon the availability of government funds. If funds are not allocated and available for the continuance of the services performed by either party, this MOU may be terminated by either party at the end of the period for which the funds are available.

- D. Compliance with Laws.** The Owner shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.
- E. Entirety of MOU.** This MOU, consisting of four (4) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- K. Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- L. Notices.** All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the parties at the address provided under this MOU, either by regular mail, facsimile, e-mail, or delivery in person.
- G. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- M. Sovereign Immunity.** The State of Wyoming and the Wyoming State Engineer's Office do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- N. Termination of MOU.** This MOU may be terminated, without cause, by the Agency upon thirty (30) days written notice. This MOU may be terminated immediately for cause if the Owner fails to perform in accordance with the terms of this MOU.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

8. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

WYOMING STATE ENGINEER'S OFFICE

Patrick T. Tyrrell, State Engineer

Date

CITY OF CODY

Nancy Tia Brown, Mayor

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton, Senior Assistant Attorney General

Date

Attachment 1

Article VI - 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:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. 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:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. 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:
 - i. Associated with performance under this award; or
 - ii. 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 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions 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

- 3 -

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:
 - a. Associated with performance under this award; or
 - b. 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 (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

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:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. 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:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. 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" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. 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).
 - ii. 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).

Article VII - Classified Security Conditions

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING STATE ENGINEER'S OFFICE
AND THE CITY OF CODY**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the WYOMING STATE ENGINEER'S OFFICE (Agency), whose address is Herschler Building 4th East, 122 W. 25th Street, Cheyenne, Wyoming, 82002, and the CITY OF CODY (Owner), whose address is 1138 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414. Owner is the owner of the Cody Municipal dam (dam), located in Park County, Wyoming.
2. **Purpose.** The purpose of this MOU is to describe the responsibilities of both the Agency and the Owner in the preparation of an Emergency Action Plan (EAP) for the dam.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect through December 31, 2013.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of Agency.** The Agency will prepare, or have prepared, an Inundation Map (Map) for use with the EAP for the dam. The Agency will provide a draft Map for the Owner's review and discussion with emergency responders. The final Map will be presented to the Owner after receipt of the final EAP for the dam.
6. **Responsibilities of Owner.**
 - A. The Owner shall prepare an EAP for the dam in accordance with Federal Emergency Management Agency (FEMA) publication 64 "Emergency Action Planning for Dam Owners", NRCS' template, or other appropriate guidance provided prior approval is received from the Agency.
 - B. The Owner shall make all necessary contacts and conduct all necessary research to prepare the EAP for the dam.
 - C. Prior to receipt of the draft Map, the Owner shall deliver a draft copy of the EAP to the Agency for review and comment.
 - D. After completion of the draft EAP, and receipt of comments from the SEO, the Owner shall conduct an orientation seminar with the emergency responders to

review and obtain comments regarding the draft EAP and Map. The Owner shall notify the Agency of time and place of the seminar. The Agency may participate in the seminar at its sole discretion.

- E. Upon receipt and incorporation of input received at the orientation seminar, the Owner shall prepare a final EAP. One copy of the final EAP shall be delivered to the Agency. The final Map shall be delivered to the Owner after receipt of the final EAP by the Agency.
- F. The Owner shall prepare copies of the final Map and incorporate it into the final EAP for distribution to the appropriate agencies.
- G. The Owner shall maintain the EAP and shall notify the Agency when updates are made.
- H. The Owner shall conduct exercises of the EAP at appropriate times and in an appropriate manner.
- I. The Owner hereby grants access to the dam for the Agency and any Contractors or Consultants working on behalf of the Agency in conjunction with the creation of the Map or the EAP.
- J. The Owner agrees to comply with the provisions of the National Dam Safety Program Grant as shown in Attachment 1.

7. **General Provisions**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial Owner, Laramie County, Wyoming.
- C. **Availability of Funds.** The obligations of the parties under this MOU are conditioned upon the availability of government funds. If funds are not allocated and available for the continuance of the services performed by either party, this MOU may be terminated by either party at the end of the

period for which the funds are available.

- D. Compliance with Laws.** The Owner shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.
- E. Entirety of MOU.** This MOU, consisting of four (4) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- K. Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- L. Notices.** All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the parties at the address provided under this MOU, either by regular mail, facsimile, e-mail, or delivery in person.
- G. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- M. Sovereign Immunity.** The State of Wyoming and the Wyoming State Engineer's Office do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- N. Termination of MOU.** This MOU may be terminated, without cause, by the Agency upon thirty (30) days written notice. This MOU may be terminated immediately for cause if the Owner fails to perform in accordance with the terms of this MOU.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

8. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

WYOMING STATE ENGINEER'S OFFICE

Patrick T. Tyrrell, State Engineer

Date

CITY OF CODY

Nancy Tia Brown, Mayor

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton, Senior Assistant Attorney General

Date

Attachment 1

Article VI - 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:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. 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:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. 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:
 - i. Associated with performance under this award; or
 - ii. 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 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions 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

- 3 -

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:
 - a. Associated with performance under this award; or
 - b. 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 (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

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:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. 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:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. 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" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. 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).
 - ii. 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).

Article VII - Classified Security Conditions

MEETING DATE: MAY 15, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
PRESENTED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT

Resolution 2012-14 Budget Amendment

ACTION TO BE TAKEN:

Approve the resolution amending the FY11-12 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY11-12 on June 22, 2011. Per State Statute, budgets may be amended through Resolution by the City Council.

In May 2011 a guardrail on Skyline Drive was damaged by an auto accident. It was repaired in November 2011 at a cost of \$4,500 from the Streets Department maintenance & repairs account. The Streets department did not anticipate using this money to repair damages and had it allocated for other purposes. The City did receive an insurance reimbursement for the damages and the Streets Department would like to use this reimbursement to pay for the repairs to the guardrail.

FISCAL IMPACT

There is offsetting revenue from the insurance reimbursement to cover the cost of the repairs in the amount of \$4,500 so there would be no out of pocket expense to the City.

ALTERNATIVES

At its discretion the City Council may approve or deny the Resolution.

ATTACHMENTS

1. Resolution 2012-14

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

RESOLUTION 2012-14

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2011-2012

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2011-2012 was duly adopted by the City of Cody with Ordinance No 2010-20 on June 22, 2011 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 action was authorized by the City of Cody Council:

BUDGET AMENDMENTS:

Authorized Revenue(s):

Dept	Account	Purpose	Amount
TOTAL REVENUE AMENDMENTS			\$ -

Authorized Expenditure(s):

Dept	Account	Purpose	Amount
Streets	Maintenance & Repairs	Guardrail repair	\$ 4,500
TOTAL EXPENDITURE AMENDMENTS			\$ 4,500

PASSED, APPROVED AND ADOPTED THE 15th day of May 2012.

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

ORDINANCE NO. 2012 - 11

AN ORDINANCE PERTAINING TO THE USE OF A ONE PERCENT (1%) EXCISE TAX FOR THE CITY OF CODY, WY.

WHEREAS, the City of Cody has entered into a Memorandum of Understanding with the Board of Park County Commissioners, the City of Powell and the Town of Meeteetse agreeing that should a one percent (1%) excise tax pass in Park County Wyoming be implemented by vote of the electors of Park County, the money will only be used for capital infrastructure projects and the specific maintenance of capital infrastructure.

Infrastructure is determined to include, but is not limited to projects involving public works related capital improvement projects such as roads, streets, alleys, curbs, gutters, sidewalks, storm sewers, bridges, and water, sewer and electrical projects. It does not include the construction of new buildings.

Maintenance is determined to include, but is not limited to the purchase of maintenance materials and contractual services that extend the useful life of the infrastructure mentioned such as oil, chips, grading H, asphalt, crack sealing, striping, concrete, slurry seal, sewer line relining, culverts, pipes, poles, cable, street lights, and transformers.

Further, the City of Cody shall not sign a resolution or any other document to continue a one percent (1%) excise tax unless the resolution is to support that the continuation of the tax be determined by the voters of Park County.

This ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

ORDINANCE NO. 2012 - 10

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 6 OF THE CODY CITY CODE PERTAINING TO ANIMALS AT LARGE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Section 1: Title 5, Chapter 3, Section 6 is hereby established to provide as follows:

Title 5, Chapter 3, Section 6: Animals At Large

5-3-2: Animals At Large:

A. Any animal off the premises of the owner, and not under the control of and on leash held by the owner or a member of the owner's immediate family or other authorized person, or temporarily tethered by leash in an area open to the public so as not to cause an obstruction in any fashion, will be considered in violation of this chapter except as follows:

1. Obedience trained animals participating in obedience training, field trials, shows or other similar competitions, when such animals are under the control of voice commands, and are obedient to those commands, and do not come into physical contact with other persons or animals.
2. Authorized animals that are under the control of voice commands, and are obedient to those commands, that do not come into physical contact with other persons or animals and are being trained for search and rescue, law enforcement, or assistance animals with permission from the chief of police.
3. Animals in areas specifically designated for off-leash use. Such areas shall be designated by resolution adopted by the Governing Body of the City of Cody.
4. Venomous animals or other animals that may cause injury to others must be kept in a secure container when being transported in or through a public place.

B. Any such animal found "at large" in the city may be impounded by the community service officer or an authorized person of the city. Owners of any animal anywhere within the city limits shall be liable for all damage done to private or public property by such animal whether by accident or otherwise.

Section 2: This ordinance shall be in full force and effect upon adoption and publication as required by law.

PASSED ON FIRST READING _____ MAY 1, 2012_____

PASSED ON SECOND READING _____, 2012.

PASSED ON THIRD READING _____, 2012.

Nancy Tia Brown, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Officer