

City of Cody City Council  
AGENDA

**Executive Session 6:15 - Executive Session – To consider matters that are considered confidential pursuant to Wyoming State Statute 16-4-405.**

Tuesday, August 7, 2012 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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Meeting Called to Order  
Pledge of Allegiance  
Moment of Silence  
Roll Call  
Agenda Review and Approval  
Mayor's Recognitions and Announcements

Community Hero Awards:

Bob Davidson and Buck Wilkerson - State of Wyoming Veteran's Memorial Park  
Paul Rodriguez - Korean War Memorial in the State of Wyoming Veteran's Memorial Park  
Gary Troxel - Korean War Memorial in the State of Wyoming Veteran's Memorial Park  
Chuck Eicher - Korean War Memorial and WWII Memorial in the State of Wyoming Veteran's Memorial Park  
Meredith and Chriss Peart, Paul Clymer, Diane Russell and the late Gordon Russell, and Gary Smith - Wyoming Vietnam Veteran's Memorial

Proclamation – Proclaim August 8, 2012 as Serving from the Heart for our Veterans Day.

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: Special Meeting Minutes on 7/12/12, and 7/13/12 and Regular Meeting Minutes on 7/12/2012.
- b. Approval of vouchers and payroll in the amount of \$878,853.13.
- c. Award Bid 2012-08 to Titan Machinery in the amount of \$92,958.00, less a trade in value of \$20,950.00, leaving a net bid of \$72,008.00 for a backhoe loader.
- d. Award Bid 2012-09 to Jacks Truck and Equipment in the amount of \$98,896.00, less trade in value of \$8,200.00, leaving a net bid of \$90,696.00 for a Day Cab Truck.
- e. Authorize the Mayor to enter into a professional services contract between the City of Cody and Engineering Associates for the development of a Sewer Study and authorize the Mayor to sign the contract contingent upon review and approval by the City Attorney.
- f. Authorize 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 for SSBCI funds contingent upon review and approval by the City Attorney.

- g. Authorize the Mayor to sign a public comment letter with regard to the Yellowstone Winter Use Plan.
- h. Approve the preliminary plat for the Zoe Addition Minor Subdivision, with the noted variances and conditions.
- i. Consider a request to declare an above grade conveyor as surplus equipment and authorize staff to proceed with the sale of item by either online auction or bid process.
- j. Consider approving the uncollectible account write offs in the amount of \$54,136.19.
- k. Consider a transfer of the Master Plan Update contract from AECOM, Inc. to Logan Simpson Design Inc., and authorize the Mayor to sign the contract transfer document.
- l. Consider authorizing placement of a sign on the outside wall of the Nichol Mall space leased to Central Wyoming Neurosurgery contingent upon approval by the Planning, Zoning and Adjustment Board.

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

- a. A public hearing to determine if it is in the public interest to issue a Microbrewery Permit to Roadgrill LLC dba Geysers Brewing Company located at 525 W Yellowstone Ave.

### 4. Conduct of Business

- a. Consider a request to issue a Microbrewery Permit to Roadgrill LLC dba Geysers Brewing Company located at 525 W Yellowstone Ave., contingent upon receiving proof of issuance of a Federal Brewery permit.

Staff Reference: Sara Wead, Assistant Administrative Services Officer

Spokesperson: Lynne Lampe Roadgrill LLC

- b. Consider the appointment of Buck Wilkerson, Bob Davidson and Meredith Peart for a term of three years ending December, 2015; Bill Sheets, Diane Russell and Council Member Anderson for a term of two years ending December 2014; and Eric Rydbom, Ted Lee and Rick Manchester for a one year term ending December 2013 to the Veterans Memorial Park Committee.

Staff Reference: Jenni Rosencranse, City Administrator

- c. Consider a request from City of Cody Parks & Recreation staff to close 9<sup>th</sup> Street between Sheridan and Beck Avenues on Saturday, September 1<sup>st</sup> from

9:30 a.m. to 8:30 p.m. during the 3<sup>rd</sup> Annual Labor-Less Music Festival to locate the Trunk Sale, food and beverage vendors and other activities.

Staff Reference: Doyle Stout, Recreation Supervisor

- d. Consider a request from the Park County Arts Council for a malt beverage permit and open container permit for sale of beer at the City Park during the 3<sup>rd</sup> Annual Labor-Less Music Fest on Friday, August 31<sup>st</sup> from 6 to 8 p.m. and Saturday, September 1<sup>st</sup> from 3 to 8 p.m.

Staff Reference: Doyle Stout, Recreation Supervisor

Spokesperson: Steve Schrepferman, Cody Art League

- e. Consider a request from the Cody Senior Center to increase the FY2012-2013 money allocated for utilities and fuel by \$9,800.00 for a total of \$54,000.00 to account for higher utility costs and fuel prices.

Staff Reference: Jenni Rosencranse, City Administrator

Spokesperson: Jan Eldredge and/or Terry Hinkle, Cody Senior Center

- f. **ORDINANCE 2012-14**      **3<sup>rd</sup> and Final Reading**

**AN ORDINANCE REZONING A TRACT OF LAND CONSISTING OF LOTS 24, 25 AND THE WEST 12 ½ FEET OF LOT 26 OF BROWN'S 2<sup>ND</sup> ADDITION (AKA 702 AND 708 PLATINUM AVENUE) LOCATED WITHIN CITY OF CODY, PARK COUNTY, WYOMING FROM THE RESIDENTIAL "B" ZONING DISTRICT TO THE GENERAL BUSINESS "D-2" ZONING DISTRICT.**

Staff Reference: Todd Stowell, City Planner

- g.. **RESOLUTION 2012-20**

**A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.**

Staff Reference: Leslie Brumage, Finance Officer

- h.. **RESOLUTION 2012-21**

**A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.**

Staff Reference: Leslie Brumage, Finance Officer

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

Adjournment

### *Upcoming Meetings*

Special City Council Meeting: Thursday, August 16, 2012 @ 4:15 p.m. – Council Chambers

Regular City Council Meeting: Tuesday, August 21, 2012 @ 7:00 p.m. – Council Chambers

**PROCLAMATION**

WHEREAS, the Ladies Auxiliary to the Veterans of Foreign Wars of the United States is conducting its 99<sup>th</sup> year of volunteer service to America,

WHEREAS, year after year the organization continues to honor those who have made the ultimate sacrifice in the name of freedom by maintaining memorials to their service and sharing their history with our nation's youth so that what our nation's veterans have done for America will not be forgotten,

WHEREAS, Ladies Auxiliary VFW supports the troops currently deployed overseas,

WHEREAS, the 500,000 members represent the families of those who have served or are currently on foreign soil protecting our freedom,

WHEREAS, the Ladies Auxiliary VFW promotes our American heritage by conducting an annual patriotic ceremony and providing financial assistance for the preservation and beautification of this country's most treasured symbol of freedom, the Statue of Liberty,

WHEREAS, members volunteer nearly 2 million hours in Veterans Affairs Medical Centers and other hospitals throughout this country,

WHEREAS, the organization provides awards and scholarships to students based on their expressions of patriotism through art, speech, and volunteerism,

WHEREAS, the 2012-2013 National President, Leanne Lemley, is rallying Ladies Auxiliary members behind her theme, "***Serving from the Heart for Our Veterans***"

AND WHEREAS, August 8, 2012 will be a time to celebrate her visit  
(Day, Date)

to Cody Wey I do hereby declare August 8, 2012 as "***Serving***  
(City, State) (Day, Date)

***from the Heart for Our Veterans***" Day in honor of National President Leanne Lemley and all members of the Ladies Auxiliary VFW for their outstanding volunteer service to veterans and their families, the City of Cody Wey, and our great country.  
(City or State) (Name of City or State)

Signed Nancyia Brown  
Date August 7, 2012

**City of Cody**  
**Council Proceedings**  
**Thursday, July 12, 2012**

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, July 12, 2012 at 4:15 p.m.

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

Absent: None

Mayor Brown called the meeting to order at 4: 17 p.m.

The Governing Body discussed the vehicle engine compression brake (commonly referred to as Jacobs engine brakes) within the city limits. Steve Payne, Public Works Director presented the Council with background information. Direction was given to discuss this situation with the local businesses that utilize cement/concrete trucks.

The Governing Body discussed an appeal process for Contractors through the Contractor's Board. Jenni Rosencranse, City Administrator provided background information on conversations with the Building Official, Public Works Director, City Attorney and Council Member Cloud. Staff was directed to move forward with amending the ordinance, narrow in scope yet define the parameters of this appeal board and process, as well as, clarify the Administrative Official that is referenced in Chapter 9 of the Municipal Code.

The Governing Body reviewed the Council Agenda for July 17, 2012. No action was taken.

In Staff updates Rick Manchester, Parks, Public Facilities and Recreation Director reported on the Streetscape Committee meeting that was held on Wednesday, July 11<sup>th</sup>.

Steve Payne, Public Works Director reported the Robert Street was paved, and the annual chip sealing of streets will start the week of August 8<sup>th</sup>. The grand opening for the new Recycling Center will be on Monday, July 16<sup>th</sup> at 11:00 a.m.

Jenni Rosencranse, City Administrator reported she had a presentation to Forward Cody on Monday, August 9<sup>th</sup> on the once cent tax option.

In Council updates, Council Member Steve Miller reported on the SMP substantial completion of the Powell Highway project, as well as, water sales for May and June were up 4%. Council Member Edwards informed the Governing Body of the restaurant closure at the airport and advertising for a new vendor. Council Member Anderson reported that Shannon Votaw has turned in her resignation for her position with the Drug Court and there will be an advertisement for her replacement. Mayor Brown reported that CYAIR has hired Ray Lee on a part time basis for fund raising purposes.

There being no further discussion, the meeting adjourned at 5: 46 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Friday, July 13, 2012**

A special meeting of the Cody City Council was held at 702 Meadow Lane in Cody, Wyoming on Friday, July 13, 2012 at 8:00 a.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Donny Anderson, Bryan Edwards, Stan Wolz, Jerry Fritz, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitzke, Police Chief Perry Rockvam and Assistant Police Chief George Menig.

Absent: Council Member Charles Cloud

Mayor Brown called the meeting to order at 8: 00 a.m.

The Governing Body discussed the completion of goals set from the 2011 retreat and set goals for the City and the Administrator for 2012. In addition, the Governing Body discussed the Community Service Officer Positions and enforcement activities. No action was taken.

There being no further discussion, the meeting adjourned at 11:55 a.m.

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Jennifer Rosencranse  
City Administrator

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 17, 2012**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 17, 2012 at 7:00 p.m.

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

Absent: Council Member Jerry Fritz and Bryan Edwards.

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

Steve Payne, Public Works Director recognized Devin Bult for his completion of the apprenticeship training and designation as a Journey Electrical Line Technician. Dane Austin was introduced and recognized for his recent promotion to Electrical Superintendent for the City of Cody.

Mayor Brown Proclaimed the Month of July as National Recreation and Parks Month.

Council Member Miller made a motion seconded by Council Member Cloud to approve the agenda with the addition of a voucher to Pitney Bowes in the amount of \$8,349.04. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve the Consent Calendar as amended including the approval of Special Meeting Minutes on 6/28/12, and Regular Meeting Minutes on 6/28/2012, approval of vouchers and payroll in the amount of \$1,607,999.36, authorize the Mayor to sign a contract between the City of Cody and Pacific Recycling for scrap metal recycling services, authorize the Mayor to sign an agreement between the City of Cody and Lyle Mackay and Jeff Jacobsen to renew a 1-year lease and two 1-year automatic renewal options for office space located at 1008 13<sup>th</sup> Street – Space “F”, approve extending the street closure, approved at the March 6, 2012 meeting, made by Doug Nordberg and the Downtown Merchants for the 4<sup>th</sup> annual Boot Scoot’n Boogie Main Street Event to be held on September 20, 2012, from 8:00 p.m. to 9:00 p.m. Vote was unanimous.

During public comments Lowell Ray Anderson thanked the City staff for their involvement with the parades held on July 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup>. Council Member Wolz requested Steve Payne, Public Works Director provide information to the public in reference to the Raw Water System in reference to the usage and the demand on the system.

Council Member Wolz made a motion seconded by Council Member Anderson to authorize the Mayor to enter into and sign an agreement for professional engineering services for the West Strip Water Main Extension Project between the City of Cody and Graham, Dietz and Associates (GDA). Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Wolz to authorize the Mayor or designee to execute, with Yellowstone Regional Airport, two Federal Aviation

Administration grant agreements totaling \$1,410,312 to acquire Snow Removal Equipment (SRE) in the amount of \$612,994 and to construct SRE Building in the amount of \$797,318 contingent upon review by the City Attorney. Vote was unanimous.

**ORDINANCE 2012-14      2<sup>nd</sup> Reading**

**AN ORDINANCE REZONING A TRACT OF LAND CONSISTING OF LOTS 24, 25 AND THE WEST 12 ½ FEET OF LOT 26 OF BROWN'S 2<sup>ND</sup> ADDITION (AKA 702 AND 708 PLATINUM AVENUE) LOCATED WITHIN CITY OF CODY, PARK COUNTY, WYOMING FROM THE RESIDENTIAL "B" ZONING DISTRICT TO THE GENERAL BUSINESS "D-2" ZONING DISTRICT.**

Council Member Miller made a motion seconded by Council Member Anderson to approve Ordinance 2012-14 on Second Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:48 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ACE HARDWARE</b>							
<b>2390</b>							
	235958	OUTBOARD MOTOR OIL	06/29/2012	6.49	6.49	08/08/2012	
Total 2390:				6.49	6.49		
<b>AMERICAN RED CROSS</b>							
<b>129201</b>							
	10108058	ARC FEES	07/05/2012	977.00	977.00	08/08/2012	
	10111476	ARC FEES	07/11/2012	57.00	57.00	08/08/2012	
Total 129201:				1,034.00	1,034.00		
<b>BASSETT, JOSH</b>							
<b>129450</b>							
	063012	ADULT SOFTBALL UMPIRE	06/30/2012	18.00	18.00	08/08/2012	
Total 129450:				18.00	18.00		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	3284	RESTROOM SUPPLIES	06/25/2012	40.00	40.00	08/08/2012	
Total 1210:				40.00	40.00		
<b>C &amp; C WELDING</b>							
<b>1690</b>							
	15044	WELDING ON K15	06/25/2012	76.50	76.50	08/08/2012	
Total 1690:				76.50	76.50		
<b>CHS CHEERLEADING CLUB</b>							
<b>128762</b>							
	062212	CHS CHEERLEADING CLINIC	06/22/2012	384.00	384.00	08/08/2012	
Total 128762:				384.00	384.00		
<b>CITY OF CODY</b>							
<b>2260</b>							
	071712	UTILITIES	07/17/2012	422.77	422.77	08/08/2012	
	072412	UTILITIES	07/24/2012	2,131.31	2,131.31	08/08/2012	
	072412	UTILITIES	07/24/2012	46.84	46.84	08/08/2012	
	072412	UTILITIES	07/24/2012	1,431.30	1,431.30	08/08/2012	
	072412	UTILITIES	07/24/2012	8,930.22	8,930.22	08/08/2012	
	072412	UTILITIES	07/24/2012	3,456.05	3,456.05	08/08/2012	
	072412	UTILITIES	07/24/2012	10,368.18	10,368.18	08/08/2012	
	072412	UTILITIES	07/24/2012	1,726.31	1,726.31	08/08/2012	
	072412	UTILITIES	07/24/2012	6,777.46	6,777.46	08/08/2012	
	072412	UTILITIES	07/24/2012	685.33	685.33	08/08/2012	
	072412	UTILITIES	07/24/2012	497.62	497.62	08/08/2012	
	072412	UTILITIES	07/24/2012	4,278.13	4,278.13	08/08/2012	
Total 2260:				40,751.52	40,751.52		
<b>CODY ROTARY CLUB</b>							
<b>2765</b>							
	120640	ROTARY DUES - RICK MANCHE	06/30/2012	77.25	77.25	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	120640	ROTARY DUES - RICK MANCHE	06/30/2012	77.25	77.25	08/08/2012	
Total 2765:				154.50	154.50		
<b>DUNCAN &amp; ALLEN</b>							
<b>3857</b>							
	071212	PROFESSIONAL FEES	07/12/2012	4,196.65	4,196.65	08/08/2012	
Total 3857:				4,196.65	4,196.65		
<b>ENERGY WEST</b>							
<b>2630</b>							
	062912	UTILITIES - REC CENTER	06/29/2012	2,067.23	2,067.23	08/08/2012	
	062912	UTILITIES - REC CENTER	06/29/2012	6,201.70	6,201.70	08/08/2012	
	071312	UTILITIES	07/13/2012	19.85	19.85	08/08/2012	
	071312	UTILITIES	07/13/2012	87.31	87.31	08/08/2012	
	071312	UTILITIES	07/13/2012	56.26	56.26	08/08/2012	
	071312	UTILITIES	07/13/2012	17.17	17.17	08/08/2012	
	071312	UTILITIES	07/13/2012	18.78	18.78	08/08/2012	
	072012	UTILITIES	07/20/2012	95.95	95.95	08/08/2012	
Total 2630:				8,564.25	8,564.25		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	3207040	ROBERT STREET ASPHALT TE	07/12/2012	3,000.00	3,000.00	08/08/2012	
	3207045	NORTH CODY DISTRIBUTION F	07/13/2012	605.50	605.50	08/08/2012	
Total 4140:				3,605.50	3,605.50		
<b>GONZALES, RICH</b>							
<b>127896</b>							
	063012	ADULT SOFTBALL UMPIRE	06/30/2012	36.00	36.00	08/08/2012	
Total 127896:				36.00	36.00		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	122687	PATCHING ON 20TH STREET	06/30/2012	3,752.31	3,752.31	08/08/2012	
	122704	NEW STREET LIGHTS	07/23/2012	4,860.00	4,860.00	08/08/2012	
Total 4780:				8,612.31	8,612.31		
<b>HOLIDAY INN</b>							
<b>5000</b>							
	152653	CONTRACTORS BOARD	06/28/2012	71.45	71.45	08/08/2012	
Total 5000:				71.45	71.45		
<b>KOIS BROTHERS EQUIPMENT</b>							
<b>5830</b>							
	94031-FRT	FREIGHT	05/17/2012	23.52	23.52	08/08/2012	
Total 5830:				23.52	23.52		
<b>PARK COUNTY</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>7670</b>							
	12	LEC CONTRACT - NOV 2011 & F	07/18/2012	31,055.90	31,055.90	08/08/2012	
	12	LEC UTILITIES - NOV 2011 & FE	07/18/2012	507.44	507.44	08/08/2012	
Total 7670:				31,563.34	31,563.34		
<b>PARK COUNTY PUBLIC HEALTH</b>							
<b>7720</b>							
	961	HEP B VACCINE - PARK ATTEN	07/05/2012	20.00	20.00	08/08/2012	
Total 7720:				20.00	20.00		
<b>PAWNEE IRRIGATION EVERGREEN</b>							
<b>7830</b>							
	7717	IRRIGATION VALVE BOX	07/10/2011	19.00	19.00	08/08/2012	
Total 7830:				19.00	19.00		
<b>REESE, LINCOLN</b>							
<b>124744</b>							
	063012	ADULT SOFTBALL UMPIRE	06/30/2012	18.00	18.00	08/08/2012	
Total 124744:				18.00	18.00		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	89278	CREDIT FOR CORRECTION ON	05/05/2012	16.03-	16.03-	08/08/2012	
	89318	CREDIT FOR CORRECTION ON	06/04/2012	.28-	.28-	08/08/2012	
Total 9140:				16.31-	16.31-		
<b>SIMENSON, TROY</b>							
<b>129451</b>							
	063012	ADULT SOFTBALL UMPIRE	06/30/2012	18.00	18.00	08/08/2012	
Total 129451:				18.00	18.00		
<b>SNYDER, DAVID B</b>							
<b>126074</b>							
	061512	ADULT GOLF CLINIC	06/15/2012	520.00	520.00	08/08/2012	
Total 126074:				520.00	520.00		
<b>STROBLE, THOMAS</b>							
<b>129452</b>							
	063012	ADULT SOFTBALL UMPIRE	06/30/2012	18.00	18.00	08/08/2012	
Total 129452:				18.00	18.00		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	002066	SUMMPER CAMP	06/21/2012	155.61	155.61	08/08/2012	
	008008	SUMMER CAMP	06/20/2012	44.19	44.19	08/08/2012	
	008299	SUMMER CAMP	06/28/2012	190.45	190.45	08/08/2012	
Total 10330:				390.25	390.25		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WYOMING PUBLIC HEALTH LAB							
<b>10930</b>	W744-07012	SAMPLE TESTING	07/11/2012	165.00	165.00	08/08/2012	
Total 10930:				165.00	165.00		
Grand Totals:				100,289.97	100,289.97		

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ABSAROKA BICYCLES</b>							
<b>124927</b>							
	071012	BICYCLE PATROL / TRUNK RAC	07/10/2012	1,109.95	1,109.95	08/08/2012	
Total 124927:				1,109.95	1,109.95		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	15548	EQUIPMENT RENTAL	07/20/2012	173.00	173.00	08/08/2012	
	236294	LITTLE LEAGUE PITCHING MO	07/03/2012	10.49	10.49	08/08/2012	
	236348	BOLTS	07/03/2012	5.17	5.17	08/08/2012	
	236374	BUNGEE CORDS	07/05/2012	26.53	26.53	08/08/2012	
	236447	BABE RUTH WATER FOUNTAIN	07/06/2012	10.78	10.78	08/08/2012	
	236500	SPIGOT	07/06/2012	8.49	8.49	08/08/2012	
	236571	SUPPLIES	07/07/2012	22.71	22.71	08/08/2012	
	23662	NEW RECYCLE CENTER	07/09/2012	22.47	22.47	08/08/2012	
	236663	MATERIALS & SUPPLIES	07/09/2012	47.98	47.98	08/08/2012	
	236693	SHOP SUPPLIES	07/09/2012	8.48	8.48	08/08/2012	
	236709	ADHESIVE - CITY HALL	07/09/2012	9.99	9.99	08/08/2012	
	236727	SHOP SUPPLIES	07/10/2012	4.60	4.60	08/08/2012	
	236739	TRASH PICK UP	07/10/2012	37.98	37.98	08/08/2012	
	236790	BALLFIELD TOOLS	07/10/2012	25.99	25.99	08/08/2012	
	236822	SHOP SUPPLIES	07/11/2012	9.97	9.97	08/08/2012	
	236826	BALL FIELD SUPPLIES	07/11/2012	14.99	14.99	08/08/2012	
	236849	SAFETY GLOVES	07/11/2012	19.99	19.99	08/08/2012	
	236867	SUPPLIES TO HANG BANNER I	07/11/2012	7.47	7.47	08/08/2012	
	236887	BANNER AT BAND SHELL	07/11/2012	9.96	9.96	08/08/2012	
	236888	TRIMMING TURF SUPPLIES	07/11/2012	36.99	36.99	08/08/2012	
	236892	SPRINKLER REPAIRS	07/11/2012	17.48	17.48	08/08/2012	
	236897	TOOLS	07/11/2012	71.96	71.96	08/08/2012	
	236907	SUPPLIES	07/11/2012	32.46	32.46	08/08/2012	
	236930	CHEMICAL GLOVES	07/12/2012	7.49	7.49	08/08/2012	
	236940	LITTLE LEAGUE BASE BALL MO	07/12/2012	35.98	35.98	08/08/2012	
	236993	SEWER SNAKE	07/12/2012	17.60	17.60	08/08/2012	
	237003	DUCT TAPE / REDUCER	07/12/2012	10.78	10.78	08/08/2012	
	237057	TIE DOWN RINGS FOR B35	07/13/2012	20.98	20.98	08/08/2012	
	237070	LANDSCAPE TOOLS	07/13/2012	9.87	9.87	08/08/2012	
	237217	SUPPLIES	07/16/2012	13.99	13.99	08/08/2012	
	237249	GYM TAPE	07/16/2012	6.49	6.49	08/08/2012	
	237276	CLEANING SUPPLIES	07/16/2012	5.49	5.49	08/08/2012	
	237322	CONCRETE FOR STREET SIGN	07/17/2012	298.54	298.54	08/08/2012	
	237441	IRRIGATION LINE CAP	07/18/2012	1.98	1.98	08/08/2012	
	237471	SUPPLIES FOR LANDSCAPING	07/18/2012	9.98	9.98	08/08/2012	
	237516	TRASH CAN	07/19/2012	26.99	26.99	08/08/2012	
	237529	SUPPLIES	07/19/2012	14.99	14.99	08/08/2012	
	237530	SUPPLIES FOR SIGNS	07/19/2012	24.47	24.47	08/08/2012	
	237536	BRAKE CLEANER	07/19/2012	12.98	12.98	08/08/2012	
	237540	WOOD STAIN SUPPLIES	07/19/2012	18.82	18.82	08/08/2012	
	237585	SUPPLIES FOR OFFICE AIR CO	07/19/2012	32.20	32.20	08/08/2012	
	237592	VELCRO AND HANDLES	07/19/2012	17.97	17.97	08/08/2012	
	237652	TRASH CANS AND LINERS	07/20/2012	63.96	63.96	08/08/2012	
	237824	BATTERIES	07/23/2012	27.98	27.98	08/08/2012	
	237828	TIES & TUBING	07/23/2012	13.93	13.93	08/08/2012	
	237830	CREDIT ON RETURN	07/23/2012	6.49-	6.49-	08/08/2012	
	237859	SUPPLIES	07/23/2012	2.58	2.58	08/08/2012	
	237872	SHOP SUPPLIES	07/23/2012	21.98	21.98	08/08/2012	
	237937	PAINT PARK STRUCTURES	07/24/2012	4.49	4.49	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	237959	NUTS & BOLTS FOR MEMORIAL	07/24/2012	6.00	6.00	08/08/2012	
	237980	SHOP SUPPLIES FOR BASEBAL	07/24/2012	4.49	4.49	08/08/2012	
	237990	SAFETY GLOVES	07/24/2012	17.98	17.98	08/08/2012	
	238063	SUPPLIES	07/25/2012	19.08	19.08	08/08/2012	
	238131	TAPE MEASURER FOR VAIROU	07/26/2012	19.99	19.99	08/08/2012	
	238244	SUPPLIES	07/27/2012	1.49	1.49	08/08/2012	
	238249	SUPPLIES	07/27/2012	7.78	7.78	08/08/2012	
Total 2390:				1,428.76	1,428.76		
<b>ACKER ELECTRIC</b>							
<b>270</b>							
	27692	ELECTRIC - NEW RECYCLE BUI	07/17/2012	6,590.00	6,590.00	08/08/2012	
	27693	NEW RECYCLE CENTER	07/17/2012	351.15	351.15	08/08/2012	
	27700	POWER OUTAGE - HUGH SMIT	07/17/2012	75.00	75.00	08/08/2012	
Total 270:				7,016.15	7,016.15		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	9664	CYCLE 1 OUTSOURCE BILLS	07/16/2012	432.75	432.75	08/08/2012	
	9701	CYCLE 2 OUTSOURCE BILLS	07/30/2012	206.03	206.03	08/08/2012	
	9702	CYCLE 3 OUTSOURCE BILLS	07/30/2012	445.26	445.26	08/08/2012	
Total 129162:				1,084.04	1,084.04		
<b>AIR FILTER SOLUTIONS INC</b>							
<b>126967</b>							
	55545	REC CENTER HVAC FILTERS	07/12/2012	1,540.86	1,540.86	08/08/2012	
Total 126967:				1,540.86	1,540.86		
<b>ALLDATA, LLC</b>							
<b>123015</b>							
	070612	ALLDATA SOLUTIONS	07/06/2012	1,500.00	1,500.00	08/08/2012	
Total 123015:				1,500.00	1,500.00		
<b>ALSCO</b>							
<b>126551</b>							
	847189	TOWELS	07/09/2012	46.58	46.58	08/08/2012	
	849013	TOWELS	07/16/2012	70.90	70.90	08/08/2012	
	849413	RUGS - CITY HALL	07/17/2012	48.69	48.69	08/08/2012	
	850844	TOWELS	07/23/2012	113.86	113.86	08/08/2012	
Total 126551:				280.03	280.03		
<b>ALTE KAMERADEN</b>							
<b>128436</b>							
	070112	CONCERTS IN THE PARK 08/24/	07/01/2012	500.00	500.00	08/08/2012	
Total 128436:				500.00	500.00		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	01820275	CO2	07/02/2012	129.16	129.16	08/08/2012	
	01824534	CO2	07/09/2012	157.95	157.95	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	01825685	CYLINDER RENTAL	07/10/2012	118.75	118.75	08/08/2012	
	01825686	REGULATOR ON ACYTELENE T	07/10/2012	141.95	141.95	08/08/2012	
	01834206	HARD HAT	07/19/2012	27.10	27.10	08/08/2012	
	01836583	CO2	07/23/2012	100.37	100.37	08/08/2012	
	01837574	SAFETY SUPPLIES	07/24/2012	55.00	55.00	08/08/2012	
Total 128592:				730.28	730.28		
<b>APPLIED GRAPHICS</b>							
<b>123465</b>							
	4887	BANNER- CONCERTS IN THE P	07/02/2012	110.00	110.00	08/08/2012	
Total 123465:				110.00	110.00		
<b>BASSETT, JOSH</b>							
<b>129450</b>							
	071712	ADULT SOFTBALL UMPIRE	07/17/2012	18.00	18.00	08/08/2012	
Total 129450:				18.00	18.00		
<b>BEACON ATHLETICS</b>							
<b>127303</b>							
	0421149-IN	HAND TOOLS FOR BALL FIELD	07/12/2012	109.02	109.02	08/08/2012	
Total 127303:				109.02	109.02		
<b>BIG HORN PAINT</b>							
<b>1180</b>							
	0055151	FILTERS FOR PAINT MACHINE	07/13/2012	14.38	14.38	08/08/2012	
	0055219	STAIN FOR WOOD STRUCTURE	07/19/2012	129.95	129.95	08/08/2012	
	0055489	STAIN FOR PARK BENCHES	07/25/2012	124.99	124.99	08/08/2012	
Total 1180:				269.32	269.32		
<b>BIG HORN PRECAST</b>							
<b>1182</b>							
	6537	14 PARKING BLOCKS	07/06/2012	420.00	420.00	08/08/2012	
Total 1182:				420.00	420.00		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	3653	RESTROOM & PARK SUPPLIES	07/16/2012	356.08	356.08	08/08/2012	
	3708	MATERIALS & SUPPLIES	07/19/2012	538.33	538.33	08/08/2012	
	3751	MATERIALS & SUPPLIES	07/24/2012	265.95	265.95	08/08/2012	
	3831	RESTROOM SUPPLIES	07/25/2012	123.92	123.92	08/08/2012	
Total 1210:				1,284.28	1,284.28		
<b>BLADES, BEAU</b>							
<b>129443</b>							
	272975	REC CENTER REFUND	07/17/2012	53.00	53.00	08/08/2012	
Total 129443:				53.00	53.00		
<b>BLOEDORN LUMBER</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
1590	626288	DUCT TAPE	07/12/2012	9.98	9.98	08/08/2012	
	639386	SUPPLIES TO PAINT OFFICE	07/19/2012	132.45	132.45	08/08/2012	
Total 1590:				142.43	142.43		
<b>BLUE CROSS BLUE SHIELD OF WY</b>							
1360	071712	INSURANCE PREMIUM	07/17/2012	103,038.76	103,038.76	08/08/2012	
	071712	INSURANCE PREMIUM	07/17/2012	2,848.92	2,848.92	08/08/2012	
Total 1360:				105,887.68	105,887.68		
<b>BORDER STATES INDUSTRIES INC</b>							
1420	904275221	Meter F14/15/16S Alpha Plus met	07/13/2012	1,119.63	1,119.63	08/08/2012	MTR16SELEC
Total 1420:				1,119.63	1,119.63		
<b>BOZEMAN CREEK PRODUCTIONS LLC</b>							
129453	080112	CONCERTS IN THE PARK LABO	08/01/2012	1,000.00	1,000.00	08/08/2012	
Total 129453:				1,000.00	1,000.00		
<b>BRESNAN COMMUNICATIONS</b>							
123538	070212- EL	INTERNET - EL SHOP	07/02/2012	153.10	153.10	08/08/2012	
	070412-PD	INTERNET - PD	07/04/2012	65.15	65.15	08/08/2012	
	071512-EL	INTERNET - SHOP	07/15/2012	149.95	149.95	08/08/2012	
	072012CH	INTERNET - CITY HALL	07/20/2012	99.95	99.95	08/08/2012	
Total 123538:				468.15	468.15		
<b>BRUCO INC</b>							
1550	302543	MATERIAL & SUPPLIES	07/19/2012	306.06	306.06	08/08/2012	
Total 1550:				306.06	306.06		
<b>BUFFALO BILL STATION</b>							
129436	14371010	EQUAL PAY SETTLEMENT	07/16/2012	260.36	260.36	08/08/2012	
Total 129436:				260.36	260.36		
<b>C &amp; C WELDING</b>							
1690	15127	METAL FOR BALER	07/17/2012	12.05	12.05	08/08/2012	
Total 1690:				12.05	12.05		
<b>CALDER, ANDREW</b>							
129464	080112	LABOR-LESS MUSIC FEST SEP	08/01/2012	1,500.00	1,500.00	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129464:				1,500.00	1,500.00		
<b>CALIBRE PRESS</b>							
<b>128411</b>							
	5326082	TRAINING C17, C24, C25	03/29/2012	555.00	555.00	08/08/2012	
Total 128411:				555.00	555.00		
<b>CDW GOVERNMENT, INC.</b>							
<b>124671</b>							
	M736699	SYMANTEC LICENSING	07/06/2012	2,048.25	2,048.25	08/08/2012	
Total 124671:				2,048.25	2,048.25		
<b>CENTURY LINK</b>							
<b>10091</b>							
	071912	PHONE CHARGES	07/19/2012	842.89	842.89	08/08/2012	
	70112	PHONE CHARGES	07/01/2012	455.40	455.40	08/08/2012	
Total 10091:				1,298.29	1,298.29		
<b>CHS FOOTBALL CLUB</b>							
<b>128763</b>							
	072612	LITTLE BRONC FOOTBALL CAM	07/26/2012	300.00	300.00	08/08/2012	
Total 128763:				300.00	300.00		
<b>CITY OF CODY</b>							
<b>2260</b>							
	71712	UTILITIES	07/17/2012	84.00	84.00	08/08/2012	
Total 2260:				84.00	84.00		
<b>CODY CAB</b>							
<b>129079</b>							
	072012	TIPSY TAXI VOUCHERS	07/20/2012	931.00	931.00	08/08/2012	
Total 129079:				931.00	931.00		
<b>CODY ENTERPRISE</b>							
<b>2590</b>							
	072412	ONE YEAR SUBSCRIPTIONS	07/24/2012	30.00	30.00	08/08/2012	
Total 2590:				30.00	30.00		
<b>CODY PAINT &amp; BODY INC.</b>							
<b>2715</b>							
	0002174	TOWING CASE 12-1110	07/26/2012	140.00	140.00	08/08/2012	
Total 2715:				140.00	140.00		
<b>CODY WINNELSON COMPANY</b>							
<b>2850</b>							
	119957-00	HOLE SAW	07/13/2012	11.64	11.64	08/08/2012	
	120062-00	RAW WATER REPAIRS	07/18/2012	37.45	37.45	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2850:				49.09	49.09		
<b>CODY YELLOWSTONE AIR IMPROVE RESOURCES</b>							
<b>125574</b>							
	071012	SPECIAL FUNDING ALLOCATIO	07/02/2012	10,000.00	10,000.00	08/08/2012	
Total 125574:				10,000.00	10,000.00		
<b>CONKLIN, DOYLE</b>							
<b>129428</b>							
	10251011	REFUND EQUAL PAY SETTLEM	07/31/2012	390.33	390.33	08/08/2012	
Total 129428:				390.33	390.33		
<b>COWAN CONSTRUCTION</b>							
<b>3240</b>							
	001592	CRANE - NEW TRANSFORMER	07/25/2012	312.50	312.50	08/08/2012	
Total 3240:				312.50	312.50		
<b>CROSS, JOANN</b>							
<b>126811</b>							
	17089023	UTILITY REFUND	07/11/2012	63.80	63.80	08/08/2012	
Total 126811:				63.80	63.80		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1353063-00	REPLACE LIGHT BULB - TENNI	07/06/2012	17.93	17.93	08/08/2012	
	1353218-00	LIGHT BULBS	07/06/2012	42.00	42.00	08/08/2012	
	1353277-00	NEW STREET LIGHTS	07/06/2012	176.15	176.15	08/08/2012	
	1353686-00	SUPPLIES	07/09/2012	29.72	29.72	08/08/2012	
	1354413-00	TRACER WIRE	07/11/2012	83.18	83.18	08/08/2012	
	1354536-00	ST LIGHT REPAIRS	07/11/2012	61.09	61.09	08/08/2012	
	1354959-00	TOOLS	07/12/2012	50.16	50.16	08/08/2012	
	1355052-00	ST LIGHT REPAIRS	07/12/2012	21.23	21.23	08/08/2012	
	1355334-00	ST LIGHT REPAIRS	07/13/2012	12.37	12.37	08/08/2012	
	1355465-00	LIGHT BULBS	07/16/2012	42.00	42.00	08/08/2012	
	1355677-00	NEW SERVICES	07/16/2012	291.36	291.36	08/08/2012	
	1355699-00	ST LIGHT REPAIRS	07/16/2012	25.52	25.52	08/08/2012	
	1357552-00	SUPPLIES	07/20/2012	93.68	93.68	08/08/2012	
	1358065-00	NORTH CODY	07/24/2012	1,310.78	1,310.78	08/08/2012	
	1358188-00	NEW SERVICES	07/24/2012	399.22	399.22	08/08/2012	
	1358366-00	TOOLS	07/24/2012	18.28	18.28	08/08/2012	
	1358366-00	SUPPLIES	07/24/2012	120.02	120.02	08/08/2012	
Total 3300:				2,794.69	2,794.69		
<b>DANA KEPNER COMPANY</b>							
<b>3410</b>							
	2214528-00	PIPE	07/06/2012	8,025.00	8,025.00	08/08/2012	
	2214529-01	WATER MAIN - SPIRIT MTN. SU	07/06/2012	16,567.30	16,567.30	08/08/2012	
	2214529-03	2 GALV PIPE	07/10/2012	362.25	362.25	08/08/2012	
Total 3410:				24,954.55	24,954.55		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>DAVIDSON, AARON</b>							
<b>123776</b>							
	272970	REC CENTER REFUND	07/17/2012	70.00	70.00	08/08/2012	
Total 123776:				70.00	70.00		
<b>DELL MARKETING</b>							
<b>3520</b>							
	XFTM22TT1	NEW SINGLE SCREEN MACHIN	07/03/2012	4,541.64	4,541.64	08/08/2012	
	XFTM3X1W2	REC TRAC SERVER	07/04/2012	3,708.77	3,708.77	08/08/2012	
	XFTM3XJP2	NEW DUAL SCREENS	07/04/2012	8,169.70	8,169.70	08/08/2012	
	XFTMDFWM1	NEW COMPUTER POWER PRO	07/05/2012	128.75	128.75	08/08/2012	
Total 3520:				16,548.86	16,548.86		
<b>DIESEL MACHINERY, INC.</b>							
<b>129429</b>							
	C29401	REPAIR STREET ROLLER	07/03/2012	4,566.59	4,566.59	08/08/2012	
Total 129429:				4,566.59	4,566.59		
<b>EAGLE OF CODY</b>							
<b>123442</b>							
	70312	CONCERTS IN THE PARK PRIN	07/03/2012	329.00	329.00	08/08/2012	
Total 123442:				329.00	329.00		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	8089612	PEST CONTROL - REC CENTER	07/09/2012	59.17	59.17	08/08/2012	
	8089612	PEST CONTROL - REC CENTER	07/09/2012	59.17	59.17	08/08/2012	
	8089613	PEST CONTROL - AUDITORIUM	07/09/2012	65.00	65.00	08/08/2012	
Total 128686:				183.34	183.34		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	2821608	REBUILD BACK PACK SPRAYE	07/07/2012	23.95	23.95	08/08/2012	
	2821646	UNIFORMS	07/07/2012	164.95	164.95	08/08/2012	
	2826410	GREASE FOR EQUIPMENT	07/17/2012	27.99	27.99	08/08/2012	
Total 4210:				216.89	216.89		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY42425	SUPPLIES	07/09/2012	51.34	51.34	08/08/2012	
	WYCDY42458	CABLE TIES	07/10/2012	7.61	7.61	08/08/2012	
	WYCDY42459	SLINGS / CLEVICES	07/10/2012	149.42	149.42	08/08/2012	
	WYCDY42479	SUPPLIES	07/12/2012	14.33	14.33	08/08/2012	
	WYCDY42509	SUPPLIES	07/16/2012	14.21	14.21	08/08/2012	
	WYCDY42550	SAW BLADES	07/17/2012	36.38	36.38	08/08/2012	
	WYCDY42564	BOLTS	07/18/2012	12.84	12.84	08/08/2012	
	WYCDY42569	BOLTS FOR C06	07/18/2012	10.54	10.54	08/08/2012	
	WYCDY42647	LAG BOLTS - PARKING BLOCK	07/23/2012	176.09	176.09	08/08/2012	
Total 126018:				472.76	472.76		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>FIELD SERVICES &amp; WEED CONTROL</b>							
<b>129159</b>	355	WEED CONTROL IN PAVEMENT	07/20/2012	1,847.00	1,847.00	08/08/2012	
Total 129159:				1,847.00	1,847.00		
<b>FIREANTS</b>							
<b>129462</b>	080112	LABOR-LESS MUSIC FEST SEP	08/01/2012	1,700.00	1,700.00	08/08/2012	
Total 129462:				1,700.00	1,700.00		
<b>FIRST GOAL LLC</b>							
<b>129440</b>	9035	LACROSSE GOALS	07/06/2012	700.00	700.00	08/08/2012	
Total 129440:				700.00	700.00		
<b>FLORES, ANITA</b>							
<b>128452</b>	14112019	DEPOSIT REFUND	07/16/2012	41.15	41.15	08/08/2012	
Total 128452:				41.15	41.15		
<b>GAMBLES</b>							
<b>4450</b>	500007	RAW WATER REPAIRS	07/20/2012	13.45	13.45	08/08/2012	
	500030	SPRINKLER - 11TH STREET	07/23/2012	3.49	3.49	08/08/2012	
	500070	SUPPLIES	07/17/2012	16.26	16.26	08/08/2012	
Total 4450:				33.20	33.20		
<b>GARLAND, LAURIE</b>							
<b>129454</b>	15983014	REFUND UTILITY DEPOSIT	07/25/2012	8.29	8.29	08/08/2012	
Total 129454:				8.29	8.29		
<b>GONION, KASEY</b>							
<b>129437</b>	20020512	REFUND UTILITY DEPOSIT	07/13/2012	28.71	28.71	08/08/2012	
Total 129437:				28.71	28.71		
<b>GONZALES, RICH</b>							
<b>127896</b>	071712	ADULT SOFTBALL UMPIRE	07/17/2012	108.00	108.00	08/08/2012	
Total 127896:				108.00	108.00		
<b>GOSMA</b>							
<b>4593</b>	GOSMA5267	GOSMA DUES	07/01/2012	100.00	100.00	08/08/2012	
Total 4593:				100.00	100.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>GRAINGER 4635</b>							
	9867296478	MATERIAL & SUPPLIES	07/02/2012	211.73	211.73	08/08/2012	
	9867296494	MATERIAL & SUPPLIES	07/02/2012	56.66	56.66	08/08/2012	
	9867592462	SERVER ROOM BLINDS	07/03/2012	49.50	49.50	08/08/2012	
	9869351230	MATERIAL & SUPPLIES	07/05/2012	70.33	70.33	08/08/2012	
	9870661122	MATERIAL & SUPPLIES	07/09/2012	37.17	37.17	08/08/2012	
	9870978518	SERVER ROOM BLINDS	07/09/2012	93.60	93.60	08/08/2012	
	9872960977	MOTOR BELT - REC CENTER	07/10/2012	79.34	79.34	08/08/2012	
Total 4635:				598.33	598.33		
<b>GRANT, BROOK 128456</b>							
	18018021	REFUND CREDIT BALANCE	07/11/2012	33.99	33.99	08/08/2012	
Total 128456:				33.99	33.99		
<b>GROVENSTEIN, NOAH S 129419</b>							
	2.1740.24	REFUND CREDIT BALANCE	07/09/2012	49.77	49.77	08/08/2012	
Total 129419:				49.77	49.77		
<b>HARRIS TRUCKING &amp; CONST. CO 4780</b>							
	122705	NEW STREET LIGHTS	07/23/2012	2,400.00	2,400.00	08/08/2012	
	122707	FLAGMAN RENTAL	07/23/2012	720.00	720.00	08/08/2012	
	122772	SET TRANSFORMER AT CELOT	07/26/2012	479.25	479.25	08/08/2012	
Total 4780:				3,599.25	3,599.25		
<b>HIGBIE, ED 125133</b>							
	424-10	REFUND OVERPAYMENT ON P	07/16/2012	2,644.05	2,644.05	08/08/2012	
Total 125133:				2,644.05	2,644.05		
<b>HOPKINS LIFE AND SAFETY 5080</b>							
	80576	FIRST AID SUPPLIES	07/23/2012	217.08	217.08	08/08/2012	
Total 5080:				217.08	217.08		
<b>HOTSY INTERMOUNTAIN 128548</b>							
	9680	REPAIR TO HOTSY	07/13/2012	354.00	354.00	08/08/2012	
Total 128548:				354.00	354.00		
<b>I STATE TRUCK CENTER 126019</b>							
	C251112946:0	BTG 756368	07/10/2012	148.50	148.50	08/08/2012	BTG 756368
Total 126019:				148.50	148.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ICMA RETIREMENT-457-#303143</b>							
<b>5170</b>							
	628111	Contributions	07/23/2012	5,656.65	5,656.65	07/23/2012	
Total 5170:				5,656.65	5,656.65		
<b>IRBU, DOUGLAS</b>							
<b>129439</b>							
	071612	WITNESS FEES - MC-1205-038	07/16/2012	15.00	15.00	08/08/2012	
Total 129439:				15.00	15.00		
<b>JACK'S TRUCK &amp; EQUIPMENT</b>							
<b>125521</b>							
	15366	SEWER JET PART	07/13/2012	2,383.29	2,383.29	08/08/2012	
Total 125521:				2,383.29	2,383.29		
<b>JAMES, MIKE</b>							
<b>129444</b>							
	16269024	REFUND UTILITY DEPOSIT	07/18/2012	40.87	40.87	08/08/2012	
Total 129444:				40.87	40.87		
<b>JENSEN PLUMBING</b>							
<b>129455</b>							
	5988	BUILDING MAINT.	07/23/2012	350.00	350.00	08/08/2012	
Total 129455:				350.00	350.00		
<b>JURADO, LETICIA</b>							
<b>129431</b>							
	14521024	REFUND UTILITY DEPOSIT	07/10/2012	27.17	27.17	08/08/2012	
Total 129431:				27.17	27.17		
<b>KATTENHORN, TREVOR</b>							
<b>129456</b>							
	4079453	REFUND UTILITY DEPOSIT	07/25/2012	200.00	200.00	08/08/2012	
Total 129456:				200.00	200.00		
<b>KRAUSZ, HEIDI</b>							
<b>129430</b>							
	16186824	UTILITY REFUND	07/12/2012	16.83	.00	07/31/2012	
	16186824	UTILITY REFUND	07/12/2012	16.83-	.00		
Total 129430:				.00	.00		
<b>KRESS, MELANIE</b>							
<b>125767</b>							
	16225514	EQUAL PAY SETTLEMENT	07/10/2012	235.56	235.56	08/08/2012	
Total 125767:				235.56	235.56		
<b>L.N. CURTIS &amp; SONS</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
127560							
	3122901-00	BALLISTIC VEST C07	07/13/2012	739.81	739.81	08/08/2012	
Total 127560:				739.81	739.81		
<b>LAGRANT, SHARON</b> <b>129105</b>							
	072712	CONCERT SOUND TECHNICIAN	07/27/2012	150.00	150.00	08/08/2012	
Total 129105:				150.00	150.00		
<b>LANE MEADOWS CONGRESS LLC</b> <b>129445</b>							
	07112	CONCERTS IN THE PARK 8/16/1	07/01/2012	1,000.00	1,000.00	08/08/2012	
Total 129445:				1,000.00	1,000.00		
<b>LOCAL GOV'T LIABILITY POOL</b> <b>6176</b>							
	8135	CLAIM AGAINST CITY	07/24/2012	896.00	896.00	08/08/2012	
Total 6176:				896.00	896.00		
<b>LYLE SIGNS INC</b> <b>123209</b>							
	921703	HOSPITAL SIGNS	07/18/2012	149.13	149.13	08/08/2012	
	923911	LOOSE GRAVEL SIGNS	07/24/2012	821.44	821.44	08/08/2012	
Total 123209:				970.57	970.57		
<b>MARIS, PHYLLIS</b> <b>129447</b>							
	274011	REC CENTER REFUND	07/20/2012	29.70	29.70	08/08/2012	
Total 129447:				29.70	29.70		
<b>MC CUMBER LOCKSMITH SHOP</b> <b>6390</b>							
	3199A	KEY / SERVICE CALL - SIGN SH	07/19/2012	78.00	78.00	08/08/2012	
Total 6390:				78.00	78.00		
<b>MIDLAND IMPLEMENT CO</b> <b>6640</b>							
	679244001	IRRIGATION REPLACEMENT H	07/02/2012	250.33	250.33	08/08/2012	
	681125001	IRRIGATION REPLACEMENT H	07/11/2012	587.33	587.33	08/08/2012	
Total 6640:				837.66	837.66		
<b>MIEARS, RODNEY</b> <b>129093</b>							
	071712	ADULT SOFTBALL UMPIRE	07/17/2012	36.00	36.00	08/08/2012	
Total 129093:				36.00	36.00		
<b>MILLER, STEVE</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
126116							
	11046010	EQUAL PAY SETTLEMENT	07/16/2012	256.86	256.86	08/08/2012	
Total 126116:				256.86	256.86		
<b>MISHLER SALES INC</b>							
<b>123431</b>							
	15-2012	GRADE RINGS	07/13/2012	727.60	727.60	08/08/2012	
Total 123431:				727.60	727.60		
<b>MOUNTAIN WEST INC</b>							
<b>6930</b>							
	022925	RUNNER'S STAMPEDE	07/01/2012	1,857.69	1,857.69	08/08/2012	
	022925	STAMPEDE SHIRTS	07/01/2012	239.40	239.40	08/08/2012	100179
	022992	UNIFORMS	07/09/2012	1,100.45	1,100.45	08/08/2012	
	023016	VOLLEYBALL SHIRTS	07/16/2012	362.29	362.29	08/08/2012	
	023046	YOUTH FOOTBALL JERSEYS	07/19/2012	447.26	447.26	08/08/2012	
Total 6930:				4,007.09	4,007.09		
<b>NATIONAL REC &amp; PARKS ASSOC</b>							
<b>7150</b>							
	0171686	NRPA DUES	07/26/2012	118.25	118.25	08/08/2012	
	0171686	NRPA DUES	07/26/2012	118.25	118.25	08/08/2012	
	0171686	NRPA DUES	07/26/2012	118.25	118.25	08/08/2012	
	0171686	NRPA DUES	07/26/2012	118.25	118.25	08/08/2012	
Total 7150:				473.00	473.00		
<b>NICKLES, MONTE</b>							
<b>129131</b>							
	071212	CONCERT SOUND TECHNICIAN	07/12/2012	75.00	75.00	08/08/2012	
Total 129131:				75.00	75.00		
<b>NIELSEN, SHARON</b>							
<b>129432</b>							
	14423016	UTILITY REFUND	07/11/2012	39.47	39.47	08/08/2012	
Total 129432:				39.47	39.47		
<b>NORCO, INC.</b>							
<b>128948</b>							
	10066577	TOOLS	07/26/2012	35.04	35.04	08/08/2012	
Total 128948:				35.04	35.04		
<b>NORTHERN CALIFORNIA COMPACTOR</b>							
<b>126341</b>							
	39258	BALER PARTS	07/16/2012	1,596.00	1,596.00	08/08/2012	
Total 126341:				1,596.00	1,596.00		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	1980020	CHLORINE TABLETS	07/09/2012	47.08	47.08	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1981823	2" Curb Box Lid	07/16/2012	483.25	483.25	08/08/2012	1151-W
	1981823	6" Gland pack, complete	07/16/2012	46.64	46.64	08/08/2012	1278-W
	1981823	8" Gland pack, complete	07/16/2012	396.36	396.36	08/08/2012	1279-W
	1981823	6" MJ x MJ gate valve	07/16/2012	597.00	597.00	08/08/2012	1341-W
Total 7400:				1,570.33	1,570.33		
<b>OLIVE GLENN GOLF &amp; CC</b>							
<b>7450</b>							
	070112	SPECIAL FUNDING ALLOCATIO	07/01/2012	10,000.00	10,000.00	08/08/2012	
Total 7450:				10,000.00	10,000.00		
<b>OLSON FENCING</b>							
<b>124552</b>							
	071312	CARDBOARD ENCLOSURE - RE	07/13/2012	1,968.27	1,968.27	08/08/2012	
Total 124552:				1,968.27	1,968.27		
<b>OLSON, ROBERT D</b>							
<b>129433</b>							
	11199010	EQUAL PAY SETTLEMENT	07/13/2012	366.93	366.93	08/08/2012	
Total 129433:				366.93	366.93		
<b>OPATZ ELECTRIC MOTOR REPAIR</b>							
<b>7470</b>							
	15607	AC REPAIR - SHOP	07/17/2012	7.00	7.00	08/08/2012	
Total 7470:				7.00	7.00		
<b>OSBURN, JEANEAN</b>							
<b>125590</b>							
	152960.12	REFUND EQUAL PAY PROGRA	07/25/2012	238.89	238.89	08/08/2012	
Total 125590:				238.89	238.89		
<b>PACIFIC STEEL</b>							
<b>7610</b>							
	480623	SIGN BASE STEEL	07/23/2012	246.48	246.48	08/08/2012	
Total 7610:				246.48	246.48		
<b>PARK COUNTY PUBLIC HEALTH</b>							
<b>7720</b>							
	964	HEP B VACCINE - NEW EMPLO	07/10/2012	65.00	65.00	08/08/2012	
Total 7720:				65.00	65.00		
<b>PARK SUPPLY OF AMERICA</b>							
<b>127000</b>							
	42616700	MATERIAL & SUPPLIES	07/05/2012	38.39	38.39	08/08/2012	
Total 127000:				38.39	38.39		
<b>PAWNEE IRRIGATION EVERGREEN</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
7830							
	7833	SYSTEM REPAIRS	07/24/2012	9.77	9.77	08/08/2012	
Total 7830:				9.77	9.77		
<b>PEDERSON, MIKEL OR RETHA</b>							
<b>125384</b>							
	17069012	EQUAL PAY SETTLEMENT	07/10/2012	190.00	190.00	08/08/2012	
Total 125384:				190.00	190.00		
<b>PITNEY BOWES, INC.</b>							
<b>7950</b>							
	319816	SERVICE / MAINT. CALL	07/19/2012	659.70	659.70	08/08/2012	
Total 7950:				659.70	659.70		
<b>PRO-BUILD</b>							
<b>128149</b>							
	928374	SUMMER TRIATHLON	07/07/2012	6.58	6.58	08/08/2012	
	928375	SUMMER BIATHLON	07/07/2012	4.80	4.80	08/08/2012	
	928732	REPAIR CITY PARK SIDE WALK	07/11/2012	19.98	19.98	08/08/2012	
	928987	REPAIR BENCH IN PARK	07/13/2012	38.99	38.99	08/08/2012	
	929043	SUMMER BIATHLON	07/14/2012	85.16	85.16	08/08/2012	
	929143	FRAMING FOR PITCHERS MOU	07/16/2012	12.48	12.48	08/08/2012	
	929352	INSTALL SIGN - HIGHLAND PAR	07/17/2012	23.43	23.43	08/08/2012	
	929373	DIRECTIONAL BOARDS	07/17/2012	40.72	40.72	08/08/2012	
	929762	WALL AT CITY PARK	07/20/2012	5.99	5.99	08/08/2012	
Total 128149:				238.13	238.13		
<b>PURCHASE ADVANTAGE CARD</b>							
<b>430</b>							
	003736	RUNNER'S STAMPEDE	07/03/2012	117.42	117.42	08/08/2012	
	004031	RUNNER'S STAMPEDE	07/04/2012	13.98	13.98	08/08/2012	
	017283	AQUATICS CLASSES	07/17/2012	12.36	12.36	08/08/2012	
	020591	TRIATHLON SUPPLIES	07/20/2012	73.27	73.27	08/08/2012	
	023657	EMPLOYEE APPRECIATION PIC	07/23/2012	128.98	128.98	08/08/2012	
	023827	REC CENTER PROGRAMS	07/23/2012	9.45	9.45	08/08/2012	
	025169	EMPLOYEE APPRECIATION PIC	07/25/2012	147.50	147.50	08/08/2012	
	025926	AQUATICS CLASSES	07/25/2012	15.96	15.96	08/08/2012	
Total 430:				518.92	518.92		
<b>QQUEST ASSET MANAGEMENT SERVICE</b>							
<b>127502</b>							
	307587-91020	COMPUTER SOFTWARE	07/26/2012	498.00	498.00	08/08/2012	
Total 127502:				498.00	498.00		
<b>REESE, LINCOLN</b>							
<b>124744</b>							
	071712	ADULT SOFTBALL UMPIRE	07/17/2012	18.00	18.00	08/08/2012	
Total 124744:				18.00	18.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>REITER CONSTRUCTION LLC</b>							
<b>129441</b>							
	9016	3/4" ROAD BASE	07/12/2012	265.62	265.62	08/08/2012	
Total 129441:				265.62	265.62		
<b>RENO COLLISION</b>							
<b>123592</b>							
	51841	ACCIDENT REPAIR A04	07/13/2012	2,762.98	2,762.98	08/08/2012	
Total 123592:				2,762.98	2,762.98		
<b>ROCKY MOUNTAIN INFO NETWORK</b>							
<b>124302</b>							
	17250	MEMBERSHIP DUES	07/13/2012	50.00	50.00	08/08/2012	
Total 124302:				50.00	50.00		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	071812	UTILITIES	07/18/2012	37.61	37.61	08/08/2012	
	071812	UTILITIES	07/18/2012	331.84	331.84	08/08/2012	
	072512	UTILITIES	07/25/2012	357.14	357.14	08/08/2012	
	072512	UTILITIES	07/25/2012	257.68	257.68	08/08/2012	
Total 7570:				984.27	984.27		
<b>ROGER'S SPORT CENTER</b>							
<b>124586</b>							
	39571	TRIMMER STRING SUPPLIES	07/06/2012	10.49	10.49	08/08/2012	
Total 124586:				10.49	10.49		
<b>ROSENCRANSE, JENNIFER</b>							
<b>123495</b>							
	28243	PULLED PORK - EMPLOYEE PI	07/24/2012	300.00	300.00	08/08/2012	
Total 123495:				300.00	300.00		
<b>SCHUH, TIM</b>							
<b>129458</b>							
	274579	REC CENTER REFUND	07/25/2012	67.50	67.50	08/08/2012	
Total 129458:				67.50	67.50		
<b>SCREEN DOOR PORCH LLC</b>							
<b>129459</b>							
	080112	LABOR-LESS MUSIC FEST SEP	08/01/2012	900.00	900.00	08/08/2012	
Total 129459:				900.00	900.00		
<b>SEARS</b>							
<b>9010</b>							
	033599026333	REFRIGERATOR - RECYCLE CE	07/17/2012	399.99	399.99	08/08/2012	
Total 9010:				399.99	399.99		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	0089968	SUPPLIES - FILING PROJECT L	07/12/2012	33.38	33.38	08/08/2012	
	0090055	SUPPLIES	07/10/2012	189.99	189.99	08/08/2012	
	0090058	MATERIALS & SUPPLIES	07/09/2012	14.99	14.99	08/08/2012	
	0090131	COPIER PAPER	07/18/2012	4.65	4.65	08/08/2012	
	0090146	OFFICE FILING SUPPLIES	07/22/2012	27.18	27.18	08/08/2012	
	0090151	CARD STOCK	07/24/2012	12.01	12.01	08/08/2012	
	0090232	STORAGE BOXES	07/11/2012	49.99	49.99	08/08/2012	
	0090244	POSTER BOARD	07/11/2012	10.33	10.33	08/08/2012	
	0090305	LARGE ENVELOPES	07/17/2012	6.62	6.62	08/08/2012	
	0090345	OFFICE SUPPLIES	07/20/2012	103.76	103.76	08/08/2012	
	0090406	FILE FOLDERS - PERSONNEL F	07/20/2012	728.75	728.75	08/08/2012	
	0090415	NEW LOCK	07/23/2012	37.00	37.00	08/08/2012	
	0090425	MATERIALS & SUPPLIES	07/24/2012	134.69	134.69	08/08/2012	
	0090426	OFFICE SUPPLIES - FILING	07/24/2012	34.99	34.99	08/08/2012	
	0090443	CREDIT - FILING PROJECT	07/26/2012	728.75	728.75	08/08/2012	
	0090518	PERSONNEL FILING PROJECT	07/26/2012	709.90	709.90	08/08/2012	
	0090530	SUPPLIES	07/25/2012	20.99	20.99	08/08/2012	
Total 9140:				1,390.47	1,390.47		
<b>SHOSHONE VALLEY LANDSCAPING</b>							
<b>9170</b>							
	071812	BOB MOORE IRRIGATION SYST	07/18/2012	1,600.00	1,600.00	08/08/2012	
Total 9170:				1,600.00	1,600.00		
<b>SIEBERT, FRED</b>							
<b>126203</b>							
	071712	ADULT SOFTBALL UMPIRE	07/17/2012	36.00	36.00	08/08/2012	
Total 126203:				36.00	36.00		
<b>SIMENSON, TROY</b>							
<b>129451</b>							
	071712	ADULT SOFTBALL UMPIRE	07/17/2012	18.00	18.00	08/08/2012	
Total 129451:				18.00	18.00		
<b>SITZ III, ALEX H.</b>							
<b>129379</b>							
	072612	PROFESSIONAL FEES	07/24/2012	517.00	517.00	08/08/2012	
Total 129379:				517.00	517.00		
<b>SNYDER, DAVID B</b>							
<b>126074</b>							
	072612	ADULT GOLF CLINIC	07/26/2012	312.00	312.00	08/08/2012	
Total 126074:				312.00	312.00		
<b>SOUTHWESTERN EQUIPMENT</b>							
<b>9422</b>							
	026737	TAIL GATE SEALS - SANITATIO	07/02/2012	355.30	355.30	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9422:				355.30	355.30		
<b>SPECIAL OPERATIONS GROUP</b>							
<b>126902</b>							
	CPD7512SA	LIGHTING FOR STAMPEDE	07/05/2012	717.50	717.50	08/08/2012	
Total 126902:				717.50	717.50		
<b>SPOMER, AMY</b>							
<b>129434</b>							
	10063029	EQUAL PAY SETTLEMENT	07/13/2012	239.12	239.12	08/08/2012	
Total 129434:				239.12	239.12		
<b>STAFFORD, JANA</b>							
<b>127350</b>							
	2399	REIMBURSE FOR BOOTS C16	07/22/2012	169.99	169.99	08/08/2012	
Total 127350:				169.99	169.99		
<b>STARTIN, TOBY</b>							
<b>126667</b>							
	071212	MILEAGE REIMBURSEMENT	07/12/2012	103.23	103.23	08/08/2012	
Total 126667:				103.23	103.23		
<b>STATE OF WYOMING</b>							
<b>129457</b>							
	073012	FREEDOM MONUMENT REIMB	07/30/2012	12,919.43	12,919.43	08/08/2012	
Total 129457:				12,919.43	12,919.43		
<b>STEVENS, DAN</b>							
<b>129448</b>							
	273980	REC CENTER REFUND	07/20/2012	46.50	46.50	08/08/2012	
Total 129448:				46.50	46.50		
<b>STROBLE, THOMAS</b>							
<b>129452</b>							
	071712	ADULT SOFTBALL UMPIRE	07/17/2012	18.00	18.00	08/08/2012	
Total 129452:				18.00	18.00		
<b>SUTTER, KIMBERLY</b>							
<b>129460</b>							
	13401036	REFUND UTILITY DEPOSIT	07/26/2012	96.24	96.24	08/08/2012	
Total 129460:				96.24	96.24		
<b>THAD'S CYCLE SHOP LLC</b>							
<b>129461</b>							
	266	REPAIR CHAINSAWS	07/01/2012	307.00	307.00	08/08/2012	
Total 129461:				307.00	307.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>THE LIFEGUARD STORE, INC</b>							
<b>124403</b>							
	INV097356	AQUATIC PROGRAMS	07/10/2012	81.85	81.85	08/08/2012	
	INV099252	SAFETY / PROGRAMS	07/20/2012	669.75	669.75	08/08/2012	
	INV099252	SAFETY / PROGRAMS	07/20/2012	1,036.30	1,036.30	08/08/2012	
	INV099253	NEW MANIKINS	07/20/2012	455.50	455.50	08/08/2012	
	INV97728	AQUATIC PROGRAMS	07/11/2012	514.90	514.90	08/08/2012	
Total 124403:				2,758.30	2,758.30		
<b>THE UPS STORE</b>							
<b>6240</b>							
	0060	EVIDENCE SHIPPING	07/09/2012	9.38	9.38	08/08/2012	
	0255	SHIPPING - LOCATOR	07/12/2012	26.27	26.27	08/08/2012	
	7569	SHIPPING - PD	07/10/2012	10.87	10.87	08/08/2012	
	7619	EVIDENCE SHIPPING	07/10/2012	9.38	9.38	08/08/2012	
	8017	SHIPPING - PD	07/17/2012	11.64	11.64	08/08/2012	
	8034	SHIPPING - PD	07/18/2012	9.38	9.38	08/08/2012	
	8138	SHIPPING	07/19/2012	14.80	14.80	08/08/2012	
	8324	EVIDENCE SHIPPING	07/23/2012	9.38	9.38	08/08/2012	
	8568	SAFETY SUPPLIES	07/27/2012	203.44	203.44	08/08/2012	
Total 6240:				304.54	304.54		
<b>THOMPSON, MELISSA</b>							
<b>129449</b>							
	274018	REC CENTER REFUND	07/20/2012	575.00	575.00	08/08/2012	
Total 129449:				575.00	575.00		
<b>TIPTON, ALTA M</b>							
<b>129435</b>							
	12167720	UTILITY REFUND	07/09/2012	7.28	7.28	08/08/2012	
Total 129435:				7.28	7.28		
<b>TRACEY, NIKKI</b>							
<b>129446</b>							
	272980	REC CENTER REFUND	07/17/2012	200.00	200.00	08/08/2012	
Total 129446:				200.00	200.00		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-23161	BUSHING FOR WATER TRUCK	07/06/2012	30.51	30.51	08/08/2012	
	I-23241	MARKING PAINT	07/11/2012	63.60	63.60	08/08/2012	
	I-23253	DRIP SYSTEM REPAIRS - LAB	07/11/2012	4.68	4.68	08/08/2012	
	I-23263	IRRIGATION REPAIRS - LAB	07/12/2012	9.08	9.08	08/08/2012	
	I-23351	IRRIGATION SUPPLIES	07/16/2012	3.49	3.49	08/08/2012	
	I-23386	MARKING PAINT	07/18/2012	63.60	63.60	08/08/2012	
	I-23473	IRRIGATION REPAIRS	07/23/2012	1.65	1.65	08/08/2012	
	I-23484	6" PL X PL ADAPTER	07/24/2012	28.14	28.14	08/08/2012	1004-WW
Total 9980:				204.75	204.75		
<b>TROXEL, JEFF</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
9985	070112	CONCERTS IN THE PARK 8/9/12	07/01/2012	500.00	500.00	08/08/2012	
Total 9985:				500.00	500.00		
<b>US POSTMASTER</b>							
<b>129112</b>	7312012	2 MONTHS POSTAGE FOR UTIL	07/31/2012	3,700.00	3,700.00	08/08/2012	
Total 129112:				3,700.00	3,700.00		
<b>V F W CLUB</b>							
<b>10150</b>	072512	REPLACEMENT FLAGS	07/25/2012	60.00	60.00	08/08/2012	
	273986	OPEN CONTAINER PERMIT RE	07/20/2012	10.00	10.00	08/08/2012	
Total 10150:				70.00	70.00		
<b>VERIZON</b>							
<b>124442</b>	1103739806	CELL PHONE SERVICE	07/20/2012	1,588.93	1,588.93	08/08/2012	
	1103739806	POLICE WIRELESS DEVICES	07/20/2012	90.06	90.06	08/08/2012	
Total 124442:				1,678.99	1,678.99		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>	000712	SUMMER CAMP	07/10/2012	153.10	153.10	08/08/2012	
	002187	SUMMER CAMP	07/24/2012	73.26	73.26	08/08/2012	
	002253	OFFICE / SQUAD ROOM SUPPL	07/25/2012	140.40	140.40	08/08/2012	
	002755	SUMMER BIATHLON	07/07/2012	13.82	13.82	08/08/2012	
	007113	SUMMER CAMP	07/10/2012	85.35	85.35	08/08/2012	
	00772	SUPPLIES	07/10/2012	177.10	177.10	08/08/2012	
	00798	SUPPLIES	07/24/2012	103.26	103.26	08/08/2012	
	008857	SUMMER PROGRAMS FUN WE	07/02/2012	27.94	27.94	08/08/2012	
	01904	Popcorn	07/23/2012	5.00	5.00	08/08/2012	20049
	01904	Chips	07/23/2012	9.88	9.88	08/08/2012	20031
	01904	Hot Dogs	07/23/2012	9.88	9.88	08/08/2012	20053
	01904	Ramen Soup	07/23/2012	15.26	15.26	08/08/2012	20050
	01904	GATORAID	07/23/2012	8.68	8.68	08/08/2012	20008
	01904	Fruit Snacks	07/23/2012	8.84	8.84	08/08/2012	20026
	01904	Snack Cakes	07/23/2012	10.91	10.91	08/08/2012	20027
	01904	Pizza	07/23/2012	31.86	31.86	08/08/2012	20045
	01915	COOLER AND TAPE	07/18/2012	37.85	37.85	08/08/2012	
	02186	SUMMER CAMP	07/24/2012	54.56	54.56	08/08/2012	
	02514	SUPPLIES	07/13/2012	3.24	3.24	08/08/2012	
	02514	SUPPLIES	07/13/2012	13.11	13.11	08/08/2012	
	02514	SUPPLIES	07/13/2012	32.09	32.09	08/08/2012	
	02514	SUPPLIES	07/13/2012	19.75	19.75	08/08/2012	
	03071	SUMMER CAMP	07/17/2012	120.89	120.89	08/08/2012	
	04010	MINUTES FOR PHONE FOR PA	07/09/2012	39.88	39.88	08/08/2012	
	05304	AQUATIC PROGRAMS	07/24/2012	16.18	16.18	08/08/2012	
	05353	SUPPLIES	07/10/2012	56.87	56.87	08/08/2012	
	05447	SUMMER CAMP	07/08/2012	92.36	92.36	08/08/2012	
	05725	SUMMER BIATHLON (LESS SAL	07/10/2012	224.64	224.64	08/08/2012	
	08094	SUPPLIES	07/11/2012	49.61	49.61	08/08/2012	
	08696	SUPPLIES	06/25/2012	84.97	84.97	08/08/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	09006	REC PROGRAMS	07/03/2012	19.88	19.88	08/08/2012	
	09007	RUNNER'S STAMPEDE	07/03/2012	79.68	79.68	08/08/2012	
	09984	SHOP SUPPLIES	07/24/2012	53.88	53.88	08/08/2012	
	STMT 7/22/12	LATE FEE	07/22/2012	7.00	7.00	08/08/2012	
Total 10330:				1,880.98	1,880.98		
<b>WALLACE, CHRIS</b>							
<b>129463</b>							
	072612	REIMBURSE FOR BAGGAGE FE	07/26/2012	50.00	50.00	08/08/2012	
Total 129463:				50.00	50.00		
<b>WATCO POOLS</b>							
<b>10370</b>							
	14452	POOL CHEMICALS	07/02/2012	1,105.71	1,105.71	08/08/2012	
Total 10370:				1,105.71	1,105.71		
<b>WATERWORKS INDUSTRIES</b>							
<b>10400</b>							
	115687-00	TRACER WIRE / CONNECTORS	07/11/2012	371.00	371.00	08/08/2012	
	115687-00	TRACER WIRE / CONNECTORS	07/11/2012	435.00	435.00	08/08/2012	
Total 10400:				806.00	806.00		
<b>WCSTELECOM</b>							
<b>124746</b>							
	21120904	LONG DISTANCE	07/01/2012	167.44	167.44	08/08/2012	
Total 124746:				167.44	167.44		
<b>WEAD, JUSTON</b>							
<b>126194</b>							
	1528861	REIMBURSE FOR UNIFORMS	07/20/2012	338.88	338.88	08/08/2012	
Total 126194:				338.88	338.88		
<b>WESCO DISTRIBUTION INC</b>							
<b>10480</b>							
	648826	SYSTEM REPAIRS	07/19/2012	1,440.00	1,440.00	08/08/2012	
Total 10480:				1,440.00	1,440.00		
<b>WESTERN PATHOLOGY CONSULT</b>							
<b>10570</b>							
	CP1683	RANDOM TESTING - PD	06/30/2012	90.00	90.00	08/08/2012	
	CP1683	RANDOM TESTING - EL	06/30/2012	31.50	31.50	08/08/2012	
	CP1683	RANDOM TESTING - STREETS	06/30/2012	36.00	36.00	08/08/2012	
	CP1683	RANDOM TESTING - SHOP	06/30/2012	4.50	4.50	08/08/2012	
	CP1683	RANDOM TESTING - SANITATI	06/30/2012	31.50	31.50	08/08/2012	
	CP1683	RANDOM TESTING - WATER	06/30/2012	22.50	22.50	08/08/2012	
	CP1683	RANDOM TESTING - WASTE W	06/30/2012	13.50	13.50	08/08/2012	
	CP1683	RANDOM TESTING - RECREATI	06/30/2012	27.00	27.00	08/08/2012	
Total 10570:				256.50	256.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WOODWARD TRACTOR CO							
<b>10660</b>							
	78531	2 STROKE OIL	07/02/2012	14.94	14.94	08/08/2012	
	78702	BLOWER, OIL, GAS CAN	07/13/2012	324.84	324.84	08/08/2012	
	78793	ADAPTER FOR SEWER JET	07/13/2012	5.74	5.74	08/08/2012	
Total 10660:				345.52	345.52		
Grand Totals:				285,166.98	285,166.98		

Payroll 7/18/12 \$250,071.46

Payroll 8/1/12 \$243,324,72

Total \$778,563.16

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoices from FY 11-12 \$100,289.97

Grand Total \$878,853.13

MEETING DATE:	AUGUST 7, 2012
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

**AGENDA ITEM SUMMARY REPORT**

**Bid 2012-08 (1) New and Unused 2012 or Newer Backhoe Loader**

**BACKGROUND**

A request was made in FY 2012/2013 for the purchase of (1) new backhoe loader. This backhoe will be used by the Water Division. The Water Division’s current backhoe will be rotated into the Electric Division and their current backhoe will be traded in. Bid packets for Bid 2012-08 were sent to eight suppliers for bids. These suppliers were; Honnen Equipment, Tractor and Equipment, Woodward Tractor and Rental, Wyoming Machinery, Power and Equipment Company, Jacks Truck and Equipment, Titan Machinery and TriState Truck and Equipment.

**SUMMARY**

Three bidders submitted (3) bids for Bid 2012-08. These bids were opened at City Hall on July 11, 2012. TriState Truck and Equipment submitted a letter of no bid.

Honnen Equipment Company in Mills, Wyoming submitted one bid for (1) John Deere 410K in the amount of \$104,692.00, less a trade in value of \$15,000.00, leaving a net bid of \$89,692.00. Honnen Equipment had five exceptions to the requested specifications.

Tractor and Equipment Company in Worland, Wyoming submitted one bid for (1) CAT 430F in the amount of \$95,759.11, less a trade in value of \$15,500.00, leaving a net bid of \$80,259.11.

Titan Machinery in Casper, Wyoming submitted one bid for (1) Case 590SN in the amount of \$92,958.00, less a trade in value of \$20,950.00, leaving a net bid of \$72,008.00.

**FISCAL IMPACT**

Funding for this equipment was budgeted for and approved in the Fiscal Year 2012/2013 budget. This equipment did come in under budget.

**ALTERNATIVES**

Approve or deny the award of Bid 2012-08 (1) New and Unused 2012 or Newer Backhoe Loader to Titan Machinery in the amount of \$72,008.00.

**AGENDA ITEM NO. \_\_\_\_\_**

## **RECOMMENDATION**

Staff recommends the City Council award Bid 2012-08 to Titan Machinery for \$72,008.00.

## **ATTACHMENTS**

1. Bid packet 2012-08

## **AGENDA & SUMMARY REPORT TO:**

Art Logan, Titan Machinery [artie.logan@titanmachinery.com](mailto:artie.logan@titanmachinery.com)

Dan Mollett, Tractor and Equipment [dmollett@tractorandequipment.com](mailto:dmollett@tractorandequipment.com)

George Spiva, Honnen Equipment [georgespiva@honnen.com](mailto:georgespiva@honnen.com)

Tom Hunt, TriState Truck and Equipment [tomh@tste.com](mailto:tomh@tste.com)



**TABLE OF CONTENTS**  
**BID NO. 2012-08 (1) New and Unused 2012 or**  
**Newer Backhoe Loader**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2012-08**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL</b>	<b>3</b>
<b>4. SPECIFICATIONS</b>	<b>4-8</b>

**For more information: City of Cody** **307-527-7511**  
\*\*\*\*\*

**Bid No. 2012-08**  
(1) New and Unused 2012 or Newer Backhoe Loader

The City of Cody will receive sealed bids until 2:00 p.m., 7/11/12 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New and Unused 2012 or Newer Backhoe Loader.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer at 587-2958.

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

Dated this 25<sup>th</sup> day of June, 2012

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Officer

PUBLISH: June 27<sup>th</sup>, 2012  
July 4<sup>th</sup>, 2012



**INSTRUCTIONS: (1) New and Unused 2012 or Newer Backhoe Loader  
BID REQUEST NUMBER 2012-08**

The Bidder agrees to provide **(1) New and Unused 2012 or Newer Backhoe Loader**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2012-08 City of Cody Specifications Form on page 4-8 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

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

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

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

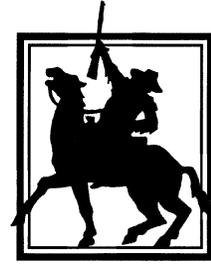
City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2012-08, (1) New and Unused 2012 or Newer Backhoe Loader**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/11/12. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2012-08 (1) New and Unused 2012 or Newer Backhoe Loader**

City of Cody, Wyoming



CITY OF CODY  
WYOMING

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

The undersigned Bidder agrees to provide **(1) New and Unused 2012 or Newer Backhoe Loader**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for **(1) 1995 Case 590 Turbo SN JJG0208540**.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$( _____ )
Net Total Bid			\$ _____

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

The offer made herein shall be binding for 30 days after the date of bid opening.

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
E-mail Address

**CITY OF CODY SPECIFICATIONS**  
**(1) 2012 or Newer Backhoe Loader**

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

The following pages describe the specifications and requirements for a tractor type loader backhoe, hereafter referred to as a "backhoe". The equipment being bid shall be new and unused, manufactured the same or succeeding year of the bid and of a current design and production model available to the commercial market. One copy of the manufacturers published specifications shall be included with the bid.

Machine modifications to meet the requirements for these specifications shall be limited to the manufacturer's published standard and optional equipment.

The backhoe shall meet all OSHA and EPA requirements in effect at the time of the bid opening.

**1. ENGINE**

		<b><u>YES</u></b>	<b><u>NO</u></b>
1.1	The engine shall be an in-line 4-cylinder turbo-charged diesel engine capable of producing 108 SAE net horse power.	_____	_____
1.2	Engine coolant heater; 120 volts, 1000 watts min. and cold starting aid.	_____	_____
1.3	Engine shall carry a full factory warranty for a minimum of two years or 2000 hours.	_____	_____
1.4	Two stage dry type air cleaner w/air restriction indicator.	_____	_____
1.5	Engine coolant to be protected to -35 degrees min.	_____	_____
1.6	Engine shall meet Tier 4 off-road emission standards.	_____	_____

**2. TRANSMISSION/DRIVE TRAIN**

2.1	The drive train shall consist of a torque converter drive with a fully synchronized transmission.	_____	_____
2.2	The transmission shall have a min. of four forward and three reverse speeds with forward/reverse shuttle or power shift.	_____	_____
2.3	Four wheel drive w/on the go four wheel drive engagement.	_____	_____
2.4	Drive train shall carry a minimum warranty of two years or 2000 hours.	_____	_____
2.5	Backhoe shall have a differential lock.	_____	_____
2.6	Both front and rear tires shall be radial construction.	_____	_____

**3. LIGHTS/SAFETY**

**YES**   **NO**

- 3.1 Backhoe shall be equipped with sufficient work and driving lights to allow for operation in dark or low light conditions. \_\_\_\_\_
- 3.2 Backhoe shall be equipped with sufficient warning lights, including a warning beacon with limb guard and turn signals so as to make it safe for operation on all federal, state and local roads during all hours of the day. \_\_\_\_\_
- 3.3 Backhoe must be equipped with factory installed ROPS, FOPS and equipped with a retractable seat belt. \_\_\_\_\_

**4. ELECTRICAL SYSTEM**

- 4.1 Backhoe shall have a 12 volt starting/charging system w/ (2) maintenance free batteries. \_\_\_\_\_
- 4.2 Alternator shall be 120 amp. minimum. \_\_\_\_\_
- 4.3 All electrical circuits are to be protected by circuit breakers or fuses. \_\_\_\_\_
- 4.4 Automatic electronic back up alarm activated when transmission is placed in any reverse gear. \_\_\_\_\_
- 4.5 Battery disconnect switch near the battery box. \_\_\_\_\_

**5. INSTRUMENTATION**

- 5.1 Gauges or warning lights to monitor; engine coolant temperature, converter oil temperature, volts, fuel, engine oil pressure, tachometer, hour meter, air cleaner restriction and parking brake. \_\_\_\_\_
- 5.2 Electric horn, operable from drive and dig operating stations. \_\_\_\_\_

**6. CAB**

- 6.1 Interior of cab shall be lined with a sound absorbing material to reduce the amount of noise the operator may be exposed to. \_\_\_\_\_
- 6.2 Sound exposure levels inside of the cab, with doors and windows closed, shall be less than 80 db. \_\_\_\_\_
- 6.3 Cab shall be equipped with; heater/defroster, air conditioner, air for HVAC shall be 100% filtered, tilt steering wheel, front & rear windshield wipers and washers, tinted glass and sun visors front & rear. \_\_\_\_\_
- 6.4 Inside rearview mirror. \_\_\_\_\_

**6. CAB cont.**

**YES** **NO**

- |      |  |       |       |
|------|--|-------|-------|
| 6.5  | Tool storage box   | _____ | _____ |
| 6.7  | Slow moving vehicle emblem.  | _____ | _____ |
| 6.8  | Full padded rubber floor mat.                                      | _____ | _____ |
| 6.9  | 9 way adjustable cloth covered air suspension seat with arm rests. | _____ | _____ |
| 6.10 | Ride control.  | _____ | _____ |
| 6.11 | AM/FM radio minimum.   | _____ | _____ |
| 6.12 | Air Conditioning   | _____ | _____ |

**7. LOADER**

- |     |  |       |       |
|-----|--|-------|-------|
| 7.1 | Automatic self-leveling and return to dig capability with bucket position indicator.                                   | _____ | _____ |
| 7.2 | Single lever control for lift and tilt.  | _____ | _____ |
| 7.3 | Positive hold float valve.   | _____ | _____ |
| 7.4 | Clutch disconnect button on loader control and shift levers.   | _____ | _____ |
| 7.5 | Minimum 95" general purpose front bucket with two lift points and bolt-on cutting edge, 1.5 cu. yd. capacity "heaped". | _____ | _____ |

**8. BACKHOE**

- |     |  |       |       |
|-----|--|-------|-------|
| 8.1 | Pilot operated joystick controls (excavator style)   | _____ | _____ |
| 8.2 | Individually controlled hydraulic stabilizers with flip over Street style stabilizer pads. | _____ | _____ |
| 8.3 | Extendable boom.   | _____ | _____ |
| 8.4 | Digging depth with extendable boom retracted; 15' 5" min                                   | _____ | _____ |
| 8.5 | Swing arc: 180 degrees.  | _____ | _____ |
| 8.6 | Bucket: 24" High capacity heavy duty, with lift point on bucket.                           | _____ | _____ |

**8. BACKHOE cont.**

**YES**   **NO**

- |      |   |       |       |
|------|---|-------|-------|
| 8.7  | Counter weights sufficient to safely operate machine at its maximum capacity.                             | _____ | _____ |
| 8.8  | Backhoe auxiliary hydraulics for operation of boom mounted compactor, Hydraulic jack hammer etc at 43 gpm | _____ | _____ |
| 8.10 | Bucket quick couplers, must be able to accept Case buckets.   | _____ | _____ |
| 8.11 | Digging force of 15,600 lbf min   | _____ | _____ |

**9. MISCELANEOUS**

- |     |                               |       |       |
|-----|-------------------------------|-------|-------|
| 9.1 | Cigar lighter/accessory plug. | _____ | _____ |
| 9.2 | Rear wheel fenders.           | _____ | _____ |

**10. TRAINING/SERVICE MANUALS**

- |      |   |       |       |
|------|---|-------|-------|
| 10.1 | A qualified technician supplied by the successful bidder shall Provide training to a min. of (4) City of Cody personnel at the Cody City Shop located at 119 19 <sup>th</sup> St Cody, WY 82414. This training shall include but not be limited to; safety, operation, maintenance and servicing of the backhoe loader. | _____ | _____ |
| 10.2 | Successful bidder will supply, two complete owners/operators manuals, two complete service and repair manuals and two complete parts manuals. Manuals are to be originals, copies are not acceptable.   | _____ | _____ |
| 10.3 | Backhoe loader must be prepped, serviced, fueled and ready to enter into service immediately upon delivery to the City of Cody Vehicle Maintenance Shop located at 119 19 <sup>th</sup> St Cody, WY 82414.  | _____ | _____ |
| 10.4 | The successful bidder agrees to provide all transportation and travel expenses from the City of Cody to the bidders place of business or have provisions for a “field” mechanic to perform any warranty work that may be required on the equipment and/or attachments being bid.  | _____ | _____ |
| 10.5 | Bidder must supply one copy of the dealers order form showing; make, model and a list of all equipment being bid.   | _____ | _____ |

**11. WARRANTY**

- |      |  |  |  |
|------|--|--|--|
| 11.1 | Attach terms and conditions of any warranty, including those of other manufacturers if applicable. |  |  |
|------|--|--|--|

## **12. DELIVERY**

12.1 State estimated time of delivery. \_\_\_\_\_

## **13. TRADE-IN**

13.1 The City of Cody may choose, at its sole discretion, to trade-in a **1995 Case 590 turbo backhoe loader Serial # JJG0208540** Trade-in shall be in "AS IS" condition at the time of the bid opening. This backhoe will be available for inspection at the City of Cody Public Works Shop at 119 19<sup>th</sup> Street, please call (307) 587-2958 to schedule a time. Bidder shall state the amount of allowance to be deducted from the bidder's proposal on the attached Bid Proposal Form should the City of Cody select this option.

MEETING DATE:	AUGUST 7, 2012
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

**AGENDA ITEM SUMMARY REPORT**

**Bid 2012-09 (1) New Day Cab Truck**

**BACKGROUND**

A request was made in FY 2012/2013 for the purchase of one new day cap truck. This truck will be replacing the day cab truck currently being used by the Recycling Center and Streets Division. Bid packets for Bid 2012-09 were sent to Jacks Truck and Equipment, Lariat International Trucks, TriState Truck and Equipment, I-State Truck and Equipment, Peterbilt of Wyoming, Rocky Mountain Western Star, Motor Power and Equipment and North Truck and Equipment.

**SUMMARY**

Three bidders submitted (3) bids for Bid 2012-09. These bids were opened at City Hall on July 25, 2012.

I-State Truck and Equipment, of Billings, MT, submitted one bid for a 2013 Freightliner in the amount of \$95,137, less a trade in value of \$8,000, leaving a net bid of \$87,137. As Istate does not have a Wyoming branch 5% must be added to their bid making the total \$91,493.85.

Motor Power and Equipment, Inc., of Casper, WY, submitted one bid for a 2013 Kenworth in the amount of \$99,989, less a trade in value of \$7,000, leaving a total net bid of \$92,989.

Jacks Truck and Equipment, of Gillette, WY, submitted one bid for a 2013 Freightliner in the amount of \$98,896, less a trade in value of \$8,200, leaving a total net bid of \$90,696.

**FISCAL IMPACT**

Funding for this equipment was budgeted for and approved in the Fiscal Year 2012/2013 budget. This equipment did come in under budget.

**ALTERNATIVES**

Approve or deny the award of Bid 2012-09 (1) New Day Cab Truck to Jacks Truck and Equipment in the amount of \$90,696.

**RECOMMENDATION**

**AGENDA ITEM NO. \_\_\_\_\_**

Staff recommends the City Council award Bid 2012-09 to Jacks Truck and Equipment in the amount of \$90,696.

**ATTACHMENTS**

1. Bid packet 2012-09

**AGENDA & SUMMARY REPORT TO:**

Richard Chafee, Jacks Truck and Equipment [rchafee@jacksinc.com](mailto:rchafee@jacksinc.com)

Tom Johnson, I-State Truck Center [tom.jonson@istatetruck.com](mailto:tom.jonson@istatetruck.com)

Craig Sievertsen, Motor Power and Equipment [csievertsen@mtrpwr.com](mailto:csievertsen@mtrpwr.com)



**TABLE OF CONTENTS**  
**BID NO. 2012-09 (1) New Day Cab Truck**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2012-09**

	<b><u>Pages</u></b>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL</b>	<b>3</b>
<b>4. SPECIFICATIONS</b>	<b>4-7</b>

**For more information: City of Cody** **307-527-7511**

\*\*\*\*\*

**Bid No. 2012-09**  
**(1) New Day Cab Truck**

The City of Cody will receive sealed bids until 2:00 p.m., 7/25/12 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Day Cab Truck** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer at 587-2958.

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

Dated this 9<sup>th</sup> day of July, 2012

---

Cynthia Baker  
Administrative Services Officer

PUBLISH: July 11<sup>th</sup>, 2012  
July 18<sup>th</sup>, 2012



**INSTRUCTIONS: (1) New Day Cab Truck  
BID REQUEST NUMBER 2012-09**

The Bidder agrees to provide **(1) New Day Cab Truck** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2012-09 City of Cody Specifications Form on page 4-7 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

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

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

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

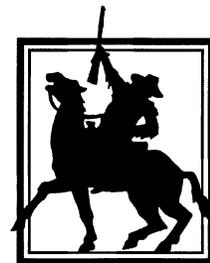
City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2012-09, (1) New Day Cab Truck**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/25/12. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
Bid No. 2012-09 (1) New Day Cab Truck

City of Cody, Wyoming



CITY OF CODY  
WYOMING

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

The undersigned Bidder agrees to provide **(1) New Day Cab Truck**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for **(1) 1999 International Day Cab Truck VIN2HSFMAXR2XC049476**.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$( _____ )
Net Total Bid			\$ _____

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

The offer made herein shall be binding for 30 days after the date of bid opening.

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
E-mail Address



# SPECIFICATIONS

## NEW 2013 OR NEWER DAY CAB TRUCK

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

**A. GENERAL**

**YES**      **NO**

- |   |       |       |
|---|-------|-------|
| 1. 2013 Model year or newer.  | _____ | _____ |
| 2. Gross Vehicle Weight: 80,000 lbs. minimum.   | _____ | _____ |
| 3. Frames: Min. 2,000,000 RBM   | _____ | _____ |
| 4. Wheel base 200"  | _____ | _____ |
| 5. Two (2) front frame mounted tow hooks.   | _____ | _____ |
| 6. Tractor package with 5 <sup>th</sup> wheel towing provisions with Holland fifth wheel. | _____ | _____ |

**B. FRONT AXLE**

- |                                      |       |       |
|--------------------------------------|-------|-------|
| 1. Min. 18,000 lb. Front axle.       | _____ | _____ |
| 2. Min. 18,000 lb. Front springs.    | _____ | _____ |
| 3. Heavy duty front shock absorbers. | _____ | _____ |
| 4. Set-back axle.                    | _____ | _____ |

**C. REAR AXLE**

- |  |       |       |
|--|-------|-------|
| 1. 40,000 lb. rear axle with Air ride suspension.  | _____ | _____ |
| 2. Cab operated inter-axle differential lock with lighted display and all wheel lock-up. | _____ | _____ |
| 3. Differential ratio to provide max. speed of at least 75 mph.                          | _____ | _____ |

**D. TRANSMISSION**

- |   |       |       |
|---|-------|-------|
| 1. RTO 16915  | _____ | _____ |
| 2. Transmission oil cooler.   | _____ | _____ |
| 3. Transmission temperature gauge.  | _____ | _____ |
| 4. Transmission to carry a min. 2 yr. unlimited mileage factory warranty. | _____ | _____ |

**E. ENGINE**

**YES    NO**

- |   |       |       |
|---|-------|-------|
| 1. Diesel powered, minimum 425 H.P ISX 15 series Cummins engine with a minimum of 1650 lb.-ft. of torque. | _____ | _____ |
| 2. Engine mounted high capacity air intake, and air restriction indicator.                                | _____ | _____ |
| 3. Heavy duty radiator.   | _____ | _____ |
| 4. Silicone coolant hoses.  | _____ | _____ |
| 5. 120 volt 1500 watt (min.) engine block heater.   | _____ | _____ |
| 6. Fuel/water separator with heater.  | _____ | _____ |
| 7. Anti-freeze to -34 degrees below zero.   | _____ | _____ |
| 8. Engine to carry a minimum 2 year, unlimited mileage warranty.  | _____ | _____ |
| 9. Vertical exhaust system.   | _____ | _____ |
| 10. Minimum 18.7 C.F.M. air compressor.   | _____ | _____ |
| 11. Minimum 12 volt 160 amp. alternator.  | _____ | _____ |
| 12. Engine compression brake.   | _____ | _____ |

**F. BRAKE SYSTEM**

- |   |       |       |
|---|-------|-------|
| 1. Dual air brake system.   | _____ | _____ |
| 2. Dual air pressure gauges.  | _____ | _____ |
| 3. Parking brake shall have (4) spring brake chambers and a dash mounted warning light w/audible alarm. | _____ | _____ |
| 4. Bendix Adip air dryer with heater.   | _____ | _____ |
| 5. Low air pressure warning light w/audible alarm.  | _____ | _____ |
| 6. Minimum of 16.5" x 6" front cam type brakes.   | _____ | _____ |
| 7. Minimum of 16.5" x 7' rear cam type brakes with dust shields.  | _____ | _____ |
| 8. Antilock brake system, compatible w/trailer antilock brake system.                                   | _____ | _____ |
| 9. Factory wiring connection for trailer antilock system.   | _____ | _____ |
| 10. All other air tanks to have a manual drain valve with pull cable.                                   | _____ | _____ |
| 11. S-Cam type "Q" Series front and rear brakes with automatic slack adjusters.                         | _____ | _____ |

**G. ELECTRICAL SYSTEM**

**YES    NO**

- 1. Three (3) batteries with a minimum of 2250 c.c.a. \_\_\_\_\_
- 2. All lights and reflectors must conform to Wyoming and Federal D.O.T. regulations. \_\_\_\_\_
- 3. Electric backup alarm. \_\_\_\_\_
- 4. Battery disconnect switch, mounted near battery box. \_\_\_\_\_
- 5. Two additional switches wired to the back of the cab with a 6 pole trailer connection. \_\_\_\_\_

**H. FUEL TANK**

- 1. Minimum capacity, 100 U.S. gallons mounted on drivers side of vehicle. \_\_\_\_\_

**I. CAB EXTERIOR**

- 1. Standard conventional cab w/ air ride suspension. \_\_\_\_\_
- 2. Grab handles right & left side. \_\_\_\_\_
- 3. Dual air horns. \_\_\_\_\_
- 4. Fully insulated cab. \_\_\_\_\_
- 5. Dual 16" x 7" mirrors w/ 8" convex mirrors, motorized & heated. \_\_\_\_\_
- 6. Tinted glass. \_\_\_\_\_
- 7. Single color, "Bright White". \_\_\_\_\_
- 8. Dual rear mounted work lights on back of cab. \_\_\_\_\_
- 9. Amber cab mounted led beacon light. \_\_\_\_\_

**J. CAB INTERIOR**

- 1. Heavy-duty floor mats \_\_\_\_\_
- 2. High output fresh air heater and defroster. \_\_\_\_\_
- 3. Variable speed, w/intermittent electric windshield wipers, both Sides. \_\_\_\_\_
- 4. Operator's seat; air suspension, high back. Fixed passenger seat, seats to be cloth covered light blue or light gray. \_\_\_\_\_
- 5. Factory installed air conditioning. \_\_\_\_\_
- 6. Dual inside sun visors. \_\_\_\_\_
- 7. Interior dome light. \_\_\_\_\_

**CAB INTERIOR cont.**

**YES**      **NO**

- 1. AM/FM radio with dual speakers. \_\_\_\_\_
- 2. Right hand electric window. \_\_\_\_\_
- 3. Factory installed standard gauges to include engine oil pressure & engine temperature gauges w/audible alarms, volt meter and tractor protection valve. \_\_\_\_\_
- 4. Trailer hand control brake valve. \_\_\_\_\_

**K. WHEELS AND TIRES**

- 1. Wheels to be Disc type. \_\_\_\_\_
- 2. Tires: Front Goodyear G289 315/80R 22.5 20 ply Radial \_\_\_\_\_
- 3. Tires: Rear Goodyear G338 11R 22.5 14 ply Radial \_\_\_\_\_
- 4. Wheels to be painted same as cab. \_\_\_\_\_
- 5. Wheels and tires to accommodate specified axle rating. \_\_\_\_\_

**L. MISCELLANEOUS**

- 1. One complete set of manuals; repair, service, parts and operators. \_\_\_\_\_
- 2. Full factory warranty on entire truck and components. \_\_\_\_\_
- 3. One copy of the Dealer’s order form showing the make, model and all of the equipment being bid. \_\_\_\_\_
- 4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder’s place of business, or have provisions for a “field” mechanic to perform any warranty work that may be required on the equipment and/or attachments being bid, at the City of Cody Shop located at 1119 19<sup>th</sup> St Cody, WY. \_\_\_\_\_
- 5. Upon delivery to the City, the vehicle will be fully equipped as specified, a minimum of three sets of keys, serviced, cleaned, full of fuel and ready to enter into service for the City of Cody. \_\_\_\_\_
- 6. Bidder must state estimated time of delivery. \_\_\_\_\_

**M. TRADE-IN**

- 1. The City of Cody may choose, at its sole discretion, to trade-in a **1999 International Day Cab Truck SN 2HSFMAXR2AC049476.** Trade-in shall be in “AS IS” condition at the time of the bid opening. This truck will be available for inspection at the City of Cody Public Works Shop at 119 19<sup>th</sup> Street, please call (307) 587-2958 to schedule a time. Bidder shall state the amount of allowance to be deducted from the bidder’s proposal on the attached Bid Proposal Form should the City of Cody select this option.

MEETING DATE: AUGUST 7, 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**

### **PROFESSIONAL SERVICES CONTRACT**

#### **ACTION:**

Staff requests that the Mayor and Council award a professional services contract to Engineering Associates for the development of a Sewer Study associated with the lagoons and authorize the Mayor to sign the attached professional services contract with said firm subject to review and approval by the City Attorney.

#### **SUMMARY:**

The Council authorized the expenditure of \$125,000 to complete a full study of the City of Cody's Waste Water Treatment Facilities for fiscal year 2012-2013. The existing facilities are over 25 years old and are beyond their design life.

The City of Cody purchasing policy indicates that competitive bidding of professional services is not required, but the City of Cody has, by policy, been sending out Requests for Proposals when soliciting design services for projects of any significance. In this case, staff would like to hire EA and Roger Jacobson, in particular, to complete the study. EA and Roger have been the "go to" company for Wastewater Treatment Facilities in Cody since the development of the Lagoon System off of Cooper Lane. They are the only local firm with significant education and depth of experience associated with the City of Cody's Wastewater Treatment Facilities. Their level of expertise, their commitment to quality and their commitment to completing comprehensive studies that "cover all the issues" is vitally important on this project.

#### **FISCAL IMPACT**

The Council authorized the expenditure of \$125,000 to complete a full study of the City of Cody's Waste Water Treatment Facilities for fiscal year 2012-2013.

#### **ALTERNATIVES**

1. Award the professional services contract to the engineering firm as recommended by the Public Works staff.
2. Require RFP's from local firms and then offer a recommendation.

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council awards the professional services contract to Engineering Associates for the development of a Sewer Study associated with the lagoons and authorize the Mayor to sign the attached professional services contract with said firm subject to review and approval by the City Attorney.

#### **ATTACHMENTS**

Contract

#### **AGENDA & SUMMARY REPORT TO:**

Rob Overfield, PE – Engineering Associates

**AGENDA ITEM NO. \_\_\_\_\_**

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

Job No. \_\_\_\_\_

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
\_\_\_\_\_CITY OF CODY\_\_\_\_ (“Owner”) and \_\_\_\_\_ENGINEERING ASSOCIATES\_\_\_\_ (“Engineer”). Owner's  
Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
\_\_\_\_\_CODY WWTF – DETAILED STUDY - 2012\_\_\_\_ (“Project”).

Engineer’s Services under this Agreement are generally identified as follows: **See Attached Appendix 2.**

Owner responsibilities under this Agreement are generally identified as follows: **Provide copies of all available WWTF operating records pertinent to the study.**

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: **December 25, 2012.**

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.
- B. *Failure to Make Payments.* If payments for Engineer’s services are not made by the Owner, the Owner is responsible for all attorney fees, legal fees, court costs, collection agency costs, and interest as outlined in Paragraph 2.01.A of the Agreement.

- C. *Delivery of Documents.* The Engineer may withhold delivery of documents if the Owner has not made full payment for all services relating to preparation of the documents. See 5.01D.

### 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

- 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- D. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended

or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.
- F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- G. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services

- performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  3. The total compensation for services and reimbursable expenses is estimated to not exceed **\$125,000**.

7.02 *Additional Services*

- A. For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times current standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

7.03 *Cost Modifications*

- A. This agreement must be signed by both parties on or before **August 1, 2012** or Engineer reserves the right to adjust the payment amounts outlined in Paragraph 7.01.

Attachments: Appendix 1 - Engineer's Standard Hourly Rates  
Appendix 2 - Engineer's Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

CITY OF CODY

Signed By: \_\_\_\_\_

Printed Name: Nancy Tia Brown

Title: Mayor

Date Signed: \_\_\_\_\_

ENGINEER:

ENGINEERING ASSOCIATES

Signed By: \_\_\_\_\_

Printed Name: Robert A. Overfield, PE

Title: Principal

Date Signed: \_\_\_\_\_

Professional License Number: WY 3962

Address for giving notices:

Drawer 2200

1338 Rumsey Avenue

Cody, Wyoming 82414

(307) 527-7511

Fax (307) 527-6532

Address for giving notices:

P.O. Box 1900

902 13<sup>th</sup> Street

Cody, Wyoming 82414

(307) 587-4911

Fax (307) 587-2596

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Job No. 12072

THIS IS AN AGREEMENT effective as of 7/30/12 ("Effective Date") between  
CITY OF CODY ("Owner") and ENGINEERING ASSOCIATES ("Engineer"). Owner's  
Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
CODY WWTF – DETAILED STUDY - 2012 ("Project").

Engineer's Services under this Agreement are generally identified as follows: **See Attached Appendix 2 and 3.**

Owner responsibilities under this Agreement are generally identified as follows: **Provide copies of all available WWTF operating records, appurtenant City Ordinances and correspondence to the study. Provide access to site as needed.**

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: **January 25, 2013.**

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

- B. *Failure to Make Payments.* If payments for Engineer's services are not made by the Owner, the Owner is responsible for all attorney fees, legal fees, court costs, collection agency costs, and interest as outlined in Paragraph 2.01.A of the Agreement.
- C. *Delivery of Documents.* The Engineer may withhold delivery of documents if the Owner has not made full payment for all services relating to preparation of the documents. See 5.01D.

### 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:

- 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

- b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- D. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such

documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; ~~(3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer;~~ and (4) such limited license to Owner shall not create any rights in third parties.

- E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, ~~and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- G. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- H. Owner and Engineer understand that engineering services for future work on this Project, such as design and construction of selected improvements, may be procured through a Request for Proposal process.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.

This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**7.01 Basis of Payment—Hourly Rates Plus Reimbursable Expenses**

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  3. The total compensation for services and reimbursable expenses is estimated to not exceed **\$125,000**.

**7.02 Additional Services**

- A. For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times current standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

**7.03 Cost Modifications**

- A. This agreement must be signed by both parties on or before **September 1, 2012** or Engineer reserves the right to adjust the payment amounts outlined in Paragraph 7.01.

Attachments: Appendix 1 - Engineer's Standard Hourly Rates  
Appendix 2 - Engineer's Scope of Services Letter, dated March 2, 2012  
Appendix 3 - Engineer's Scope Clarifications

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

CITY OF CODY

Signed By: \_\_\_\_\_

Printed Name: Nancy Tia Brown

Title: Mayor

Date Signed: \_\_\_\_\_

ENGINEER:

ENGINEERING ASSOCIATES

Signed By: 

Printed Name: Robert A. Overfield, PE

Title: Principal

Date Signed: 7/30/12

Professional License Number: WY 3962

Address for giving notices:

Drawer 2200

1338 Rumsey Avenue

Cody, Wyoming 82414

(307) 527-7511

Fax (307) 527-6532

Address for giving notices:

P.O. Box 1900

902 13<sup>th</sup> Street

Cody, Wyoming 82414

(307) 587-4911

Fax (307) 587-2596

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 7/30, 2012.

## **Engineer's Standard Hourly Rates**

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### A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

### B. *Schedule of Hourly Rates:*

	<u>Per Hour</u>	January 1, 2012
<b>ENGINEERING SERVICES</b>		
Engineer's Aide	\$ 50.00	
Resident Project Representative 1	\$ 60.00	
Resident Project Representative 2	\$ 65.00	
Resident Project Representative 3	\$ 71.00	
Resident Project Representative 4	\$ 77.00	
Technician 1	\$ 60.00	
Technician 2	\$ 65.00	
Technician 3	\$ 71.00	
Technician 4	\$ 77.00	
Engineer-in-Training 1	\$ 82.00	
Engineer-in-Training 2	\$ 88.00	
Engineer 1	\$ 96.00	
Engineer 2	\$106.00	
Engineer 3	\$112.00	
Engineer 4	\$120.00	
Engineer 5	\$125.00	
<b>SURVEYING SERVICES</b>		
Surveyor's Aide	\$ 50.00	
Survey Technician 1	\$ 60.00	
Survey Technician 2	\$ 65.00	
Survey Technician 3	\$ 70.00	
Survey Technician 4	\$ 75.00	
Land Surveyor-in-Training 1	\$ 82.00	
Land Surveyor-in-Training 2	\$ 88.00	
Land Surveyor 1	\$ 95.00	
Land Surveyor 2	\$100.00	
Land Surveyor 3	\$105.00	
Land Surveyor 4	\$115.00	

	<u>Per Hour</u>
<b>SUPPORT SERVICES</b>	
Computer Operator/Receptionist	\$ 48.00
Computer Operator/Secretary	\$ 50.00
Administrative Assistant	\$ 55.00
Administrative Bookkeeper	\$ 55.00
Drafter 1	\$ 55.00
Drafter 2	\$ 60.00
Drafter 3	\$ 64.00
Drafter 4	\$ 68.00

**LITIGATION SERVICES AND SUPPORT** \$250.00

Travel time will be charged at the hourly rates shown above.

If personnel are worked over 40 hours per week to maintain the client's schedule, the time in excess of 40 hours per week will be billed at the rates shown above, plus 1.50 times the overtime premium paid to the personnel.

Reimbursable expenses for services performed on the date of the Agreement are:

**EQUIPMENT CHARGES**

Computer – CADD and Civil/GIS/Modeling Software	\$20.00 per hour
Computer - Office Administration/Technical	\$10.00 per hour
Survey - Total Station or Laser/Digital Level/Handheld GPS	\$10.00 per hour
Survey - Global Positioning System	\$50.00 per hour
Vehicle - All Terrain	\$10.00 per hour
Vehicle - Highway	\$ 0.85 per mile

**MISCELLANEOUS CHARGES**

Subsistence and Lodging \$75 to \$200 per person/day

Commercial travel, meals, lodging, telephone, records, printing, and other vendor services will be charged at cost.

Subconsultant services will be charged at a rate of 1.10 times the billed rate.

**COPYING AND ELECTRONIC SCANNING**

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.10 Each
Copies – 11" x 17"	\$ 0.25 Each
Color Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 5.00 per Sheet
Color Prints – Up to 24" x 36"	\$ 10.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction/Enlargement/Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD for Electronic Files	\$ 5.00 Each
Other Reproducible Products (i.e. Mylar, Vellum)	Negotiated

**TESTING**

Density Testing	\$ 25.00 Each
Concrete Cylinder Break	\$ 22.00 Each
Concrete Cylinder Mold	\$ 3.00 Each
Asphalt or Concrete Cores	\$ 35.00 Each
Pressure Recorder	\$ 25.00 per day
Holiday Testing	\$ 25.00 per day
Adhesion Testing	\$ 25.00 per day
Dry Film Thickness Testing	\$ 50.00 per day
Turbimeter	\$ 50.00 per day
Current Velocity Meter and Datalogger	\$100.00 per day

**SURVEYING MATERIALS**

Stake, lath, hub, spike, nail & shiner	\$ 1.00 Each
Rebar (#5 x 24")	\$ 1.00 Each
Conduit (1/2" x 5' EMT)	\$ 3.00 Each
Paint (per can)	\$ 5.00 Each
Steel Fence Post	\$ 7.50 Each
Aerial Target	\$50.00 Each
Special Materials	Negotiated

**SURVEYING MONUMENTS**

1 ½", 2" and 2 ½" Aluminum Cap	\$ 8.00 Each
¾" Brass Cap and Rod	\$ 50.00 Each
3 ½" Brass Tablet	\$ 50.00 Each
3 ¼" WYDOT Markers	\$ 80.00 Each
Monument Box	\$100.00 Each



**ENGINEERING ASSOCIATES**  
**CONSULTING ENGINEERS & SURVEYORS**

*A Wyoming Corporation*

March 2, 2012

**APPENDIX 2**

Keith Viles  
Water & Wastewater Superintendent  
City of Cody  
P.O. Box 2200  
Cody, WY 82414

**Subject: Proposed Detailed Study of City of Cody Wastewater Treatment Facility (WWTF)**

Dear Keith:

As requested during our telephone conversation last week regarding a study for the subject facility, we are pleased to submit this correspondence, which details the complete scope of work you requested, including objectives, procedures, a proposed schedule, and estimated fees. While the existing Wastewater Treatment Facility (WWTF) continues to perform adequately, at this time, in terms of complying with discharge permit limitations, major system upgrades require a number of years to plan, fund, design and construct. The existing WWTF is currently five years beyond its intended design life of 20 years, and long-term maintenance issues, such as biosolids (sludge) build-up in the first cell, will soon need to be resolved. The proactive approach you are embarking upon will allow the City of Cody to complete these steps on a reasonable schedule as opposed to a schedule imposed by regulatory agencies, which could result if the WWTF should begin to violate discharge permit limitations.

The existing WWTF has been in operation for twenty-five years. Much has changed since it was designed almost thirty years ago. Energy conservation has emerged as a major concern in all current designs. As a result, new treatment components have been developed, minimizing energy consumption, which did not exist thirty years ago. As we have discussed, minimizing and reducing electrical costs, as well as other energy consumption, will be a major theme throughout this study.

Because we designed the existing facility, we are familiar with many of the peculiarities of the site. It appears this site may be compatible for the installation of a new first cell as well as possibly allowing the installation of pretreatment facilities consisting of, at a minimum, screening/grinding of the raw waste. This work may require modifications to the influent sewer system to increase the elevation of the sewer lines reaching the plant, but in any case, it does not appear at this time that additional pumping facilities would be necessary at the WWTF.

The concepts of preliminary treatment facilities and a new, deep, initial cell with an anaerobic zone on the front-end, align with the energy conservation concepts. Screening/grinding facilities and anaerobic settling zones in deep cells remove a portion of the organic loading prior to the flow reaching that portion of the treatment system employing mechanical aerators. This results in lower organic loadings requiring aeration, which results in lower horsepower requirements for the aeration system. We will also evaluate various types of aeration equipment during the study, and determine how best to incorporate new and existing aeration equipment to reduce power consumption. The fact that this study will likely recommend a new deep first cell is the first step in the direction of less power being required. As lagoon volume and detention time increase, more treatment occurs naturally as opposed to being provided by mechanical aeration. It is likely that this study will provide as much additional lagoon capacity as the site and regulations allow, thereby promoting the natural treatment process.

Over the years, you and I have monitored biosolids (sludge) depths in the existing first cell. We will evaluate the latest data and provide recommendations for how best to handle these accumulations in this planned improvement project. Removal and disposal are expensive, and have been estimated in the \$1,000,000 range. However, a project for removal and disposal does nothing to address other long-term needs at the WWTF. We will study the consequences of various alternatives which will include removal, transfer to other cells, leaving the solids where they are, and various combinations of these approaches. Potentially, a partial transfer of biosolids to a new first cell to aid in startup, combined with some limited removal from the existing cell could be done at considerably less cost than a total removal and disposal.

The project(s) ultimately designed and constructed as a result of this study will be in the millions of dollars and require grant and loan funding. The most likely funding source for these grants and loans will be via the Wyoming State Lands and Investment Board (SLIB). The report generated by this study will be in SLIB format to facilitate their grant and loan application process. This study will also investigate other state and federal funding sources for applicability to this project, and determine their potential impact on the recommended project.

All work required for this study will be performed by Engineering Associates personnel and their subconsultants required for electrical and energy conservation work and a geotechnical consultant for preliminary site analysis.

It is anticipated that this study will begin on July 1, 2012. Based on this start date, we anticipate completion of the study and delivery of 30 copies of the preliminary design report by December 25, 2012. This will allow applications to be made to the Wyoming State Lands and Investment Board (SLIB) by their application cutoff date, which occurs in mid-February.

## **OBJECTIVE**

Prepare a detailed study of the Cody WWTF, compatible with DEQ rules and regulations and formatted to comply with SLIB grant and loan application requirements, to determine needed upgrades and improvements to meet discharge permit requirements and address long-term maintenance issues in response to current issues and growth, and to determine practical means of reducing power consumption and other means of energy conservation without significantly increasing operations and maintenance personnel requirements. Proposed schedule for detailed study will include a start date of July 1, 2012 with subsequent completion by December 25, 2012.

## **SCOPE OF SERVICES SUMMARY**

The following items represent a summary of the work proposed for inclusion in the detailed study of the WWTF and the preparation of the preliminary design report. The work includes two meetings with City of Cody personnel, Items 3 & 16. The initial meeting, Item 3, will be to collect input for the study, while Item 16 will be to present viable alternatives from which the City of Cody will select the preferred alternative(s) for design and construction. We anticipate many other unscheduled meetings with city staff during the course of the study.

1. Evaluate DEQ Discharge Permit Requirements, existing & potential future changes/additions.
2. Evaluate existing operating data, analytical data, and other test data.
3. Meet with City personnel to determine existing problems, needs, wants, suggestions, directions, do's and don'ts, and any other input they wish to provide.
4. Project future growth & loadings on the treatment facility for future anticipated needs for 20 years into the future.
5. Evaluate alternative methods to handle existing biosolids deposits including removal, partial relocation, or no action; and consequences of each.
6. Evaluate influent sewer system for potential modification to sewers flowing into the facility from the east and west to determine potential to increase sewer grade entering the WWTF to facilitate potential modifications.
7. Evaluate feasibility of screening/grinding of raw waste ahead of treatment cells.
8. Evaluate existing discharge location & site for potential problems.

9. Evaluate current & potential future power usage with existing treatment system.
10. Develop alternative methods to incorporate the existing facility into the proposed upgraded alternatives with an emphasis on energy conservation. Address modifications that may be required to existing facilities.
11. Develop potentially viable aeration system alternatives, emphasizing reduced power consumption & potential other "green" systems.
12. Develop system alternatives, where possible, which will allow phased-construction, and/or allow selection of, or rejection of, individual parts of the proposed improvements to the largest extent possible. For example, it may be preferable to provide an initial phase of construction to modify the plant and reduce power consumption, and then provide a second phase in the future, compatible with the first phase, to expand capacity further. Examples of proposed selection or rejection of parts might include front-end facilities such as screening/grinding, which may possibly be rejected for cost or maintenance requirements, when weighed against their possible benefit.
13. Estimate life cycle costs, considering not only initial capital costs, but also operations & maintenance costs for viable alternatives.
14. Develop drawings with supporting documentation and criteria to describe viable alternatives.
15. Determine funding potential from various state and federal agencies and potential impact on the project caused by each of the various agencies' requirements.
16. Meeting to present viable alternatives to City staff for selection of an alternative, selection of any available options, and selection of possible phased construction scenarios.
17. Develop detailed design criteria for City's selected alternative.
18. Develop detailed site plan, cost estimates, and facility plan compatible with SLIB funding agency requirements, and DEQ treatment facility review requirements, in a design report format for the purpose of applying for grant and loan funding for design and construction of the selected alternative.

19. Provide 30 copies to City of detailed final report prior to Dec. 25, 2012 to meet SLIB application cutoff date in Feb. 2013 for design & construction funding. This schedule assumes that work commences on July 1, 2012.

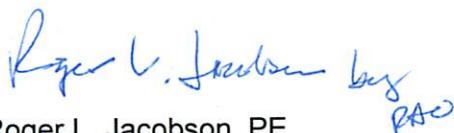
### **OPINION OF NOT TO EXCEED COST FOR DETAILED STUDY**

Costs for this detailed study as described herein shall be billed monthly for time and materials, based on our current standard fee schedule, for work performed with a total cost not to exceed \$125,000.00.

### **CLOSING**

We appreciate the opportunity to work with you on this WWTF project. Because the existing plant is beyond the 20-year design life for which it was planned, the timing of this project is appropriate. Even though the plant continues to meet discharge permit conditions, obvious long-term maintenance requirements, such as the biosolids build-up in the first cell and escalating power costs, contribute to the need to determine the improvements required to provide an upgraded and updated facility to meet existing and future conditions. Thanks.

Sincerely,  
ENGINEERING ASSOCIATES



Roger L. Jacobson, PE  
Principal-in-Charge

**SCOPE CLARIFICATIONS (Reference Appendix 2 task list):**

**1A – Evaluate City of Cody sewer ordinances that relate to quality of waste or sewage that is received into the City collection system, including TSS and other characteristics that should be monitored and/or be included in a surcharge rate system. Recommend dipping/sampling requirements and acceptable loading levels before instituting additional charges.**

**3A – The first meeting will be considered a 10% meeting.**

**4A – Projected growth and loadings evaluation will include consideration of additional property and facilities needed near the existing lagoon site (i.e., pumping/grinding station) and/or other property and facilities needed downstream of Cooper Lane (i.e., Sage Creek aerial crossing or pumping/grinding station).**

**5A – Existing biosolids evaluation will include cost comparisons of building a new pond versus cleaning the old pond and other variations of that issue.**

**8A – Evaluation shall include proposed improvements to the discharge feature**

**12A - An additional meeting at 50% will be provided to review progress and the list of proposed alternatives being considered, before starting life cycle cost analyses.**

**12B – Phasing analysis will relate treatment needs to flow increases due to anticipated growth and/or annexation. Several growth rates shall be considered in the evaluation.**

**12C – System alternatives shall include systems other than, or in conjunction with, the existing lagoon system (i.e., digester and/or other mechanical systems). This analysis may need to be related to 4A (growth) above.**

**12D – Reduction of power consumption shall be a key component of the evaluation of each alternative. Specific power reduction quantities and/or percentages shall be provided for each. Phasing plans shall include accumulative power reduction numbers as well.**

**12E – “Sustainability” shall be considered in the development of alternatives. One definition of sustainability is the application of science and engineering principles to improve the natural environment (air, water, land) for humans and other organisms. Adjustments to the quality of discharge to meet or exceed WDEQ standards is one way this WWTF can be considered sustainable. Power consumption reduction and the possible use of renewable energy sources will also be evaluated during this study. Some features of sustainability may be phased as well.**

**16A – This will be considered a 90% meeting.**



**ENGINEERING ASSOCIATES**  
**CONSULTING ENGINEERS & SURVEYORS**

*A Wyoming Corporation*

March 2, 2012

Keith Viles  
Water & Wastewater Superintendent  
City of Cody  
P.O. Box 2200  
Cody, WY 82414

■ **Subject: Proposed Detailed Study of City of Cody Wastewater Treatment Facility (WWTF)**

Dear Keith:

As requested during our telephone conversation last week regarding a study for the subject facility, we are pleased to submit this correspondence, which details the complete scope of work you requested, including objectives, procedures, a proposed schedule, and estimated fees. While the existing Wastewater Treatment Facility (WWTF) continues to perform adequately, at this time, in terms of complying with discharge permit limitations, major system upgrades require a number of years to plan, fund, design and construct. The existing WWTF is currently five years beyond its intended design life of 20 years, and long-term maintenance issues, such as biosolids (sludge) build-up in the first cell, will soon need to be resolved. The proactive approach you are embarking upon will allow the City of Cody to complete these steps on a reasonable schedule as opposed to a schedule imposed by regulatory agencies, which could result if the WWTF should begin to violate discharge permit limitations.

The existing WWTF has been in operation for twenty-five years. Much has changed since it was designed almost thirty years ago. Energy conservation has emerged as a major concern in all current designs. As a result, new treatment components have been developed, minimizing energy consumption, which did not exist thirty years ago. As we have discussed, minimizing and reducing electrical costs, as well as other energy consumption, will be a major theme throughout this study.

Because we designed the existing facility, we are familiar with many of the peculiarities of the site. It appears this site may be compatible for the installation of a new first cell as well as possibly allowing the installation of pretreatment facilities consisting of, at a minimum, screening/grinding of the raw waste. This work may require modifications to the influent sewer system to increase the elevation of the sewer lines reaching the plant, but in any case, it does not appear at this time that additional pumping facilities would be necessary at the WWTF.

The concepts of preliminary treatment facilities and a new, deep, initial cell with an anaerobic zone on the front-end, align with the energy conservation concepts. Screening/grinding facilities and anaerobic settling zones in deep cells remove a portion of the organic loading prior to the flow reaching that portion of the treatment system employing mechanical aerators. This results in lower organic loadings requiring aeration, which results in lower horsepower requirements for the aeration system. We will also evaluate various types of aeration equipment during the study, and determine how best to incorporate new and existing aeration equipment to reduce power consumption. The fact that this study will likely recommend a new deep first cell is the first step in the direction of less power being required. As lagoon volume and detention time increase, more treatment occurs naturally as opposed to being provided by mechanical aeration. It is likely that this study will provide as much additional lagoon capacity as the site and regulations allow, thereby promoting the natural treatment process.

Over the years, you and I have monitored biosolids (sludge) depths in the existing first cell. We will evaluate the latest data and provide recommendations for how best to handle these accumulations in this planned improvement project. Removal and disposal are expensive, and have been estimated in the \$1,000,000 range. However, a project for removal and disposal does nothing to address other long-term needs at the WWTF. We will study the consequences of various alternatives which will include removal, transfer to other cells, leaving the solids where they are, and various combinations of these approaches. Potentially, a partial transfer of biosolids to a new first cell to aid in startup, combined with some limited removal from the existing cell could be done at considerably less cost than a total removal and disposal.

The project(s) ultimately designed and constructed as a result of this study will be in the millions of dollars and require grant and loan funding. The most likely funding source for these grants and loans will be via the Wyoming State Lands and Investment Board (SLIB). The report generated by this study will be in SLIB format to facilitate their grant and loan application process. This study will also investigate other state and federal funding sources for applicability to this project, and determine their potential impact on the recommended project.

All work required for this study will be performed by Engineering Associates personnel and their subconsultants required for electrical and energy conservation work and a geotechnical consultant for preliminary site analysis.

It is anticipated that this study will begin on July 1, 2012. Based on this start date, we anticipate completion of the study and delivery of 30 copies of the preliminary design report by December 25, 2012. This will allow applications to be made to the Wyoming State Lands and Investment Board (SLIB) by their application cutoff date, which occurs in mid-February.

## **OBJECTIVE**

Prepare a detailed study of the Cody WWTF, compatible with DEQ rules and regulations and formatted to comply with SLIB grant and loan application requirements, to determine needed upgrades and improvements to meet discharge permit requirements and address long-term maintenance issues in response to current issues and growth, and to determine practical means of reducing power consumption and other means of energy conservation without significantly increasing operations and maintenance personnel requirements. Proposed schedule for detailed study will include a start date of July 1, 2012 with subsequent completion by December 25, 2012.

## **SCOPE OF SERVICES SUMMARY**

The following items represent a summary of the work proposed for inclusion in the detailed study of the WWTF and the preparation of the preliminary design report. The work includes two meetings with City of Cody personnel, Items 3 & 16. The initial meeting, Item 3, will be to collect input for the study, while Item 16 will be to present viable alternatives from which the City of Cody will select the preferred alternative(s) for design and construction. We anticipate many other unscheduled meetings with city staff during the course of the study.

1. Evaluate DEQ Discharge Permit Requirements, existing & potential future changes/additions.
2. Evaluate existing operating data, analytical data, and other test data.
3. Meet with City personnel to determine existing problems, needs, wants, suggestions, directions, do's and don'ts, and any other input they wish to provide.
4. Project future growth & loadings on the treatment facility for future anticipated needs for 20 years into the future.
5. Evaluate alternative methods to handle existing biosolids deposits including removal, partial relocation, or no action; and consequences of each.
6. Evaluate influent sewer system for potential modification to sewers flowing into the facility from the east and west to determine potential to increase sewer grade entering the WWTF to facilitate potential modifications.

7. Evaluate feasibility of screening/grinding of raw waste ahead of treatment cells.
8. Evaluate existing discharge location & site for potential problems.
9. Evaluate current & potential future power usage with existing treatment system.
10. Develop alternative methods to incorporate the existing facility into the proposed upgraded alternatives with an emphasis on energy conservation. Address modifications that may be required to existing facilities.
11. Develop potentially viable aeration system alternatives, emphasizing reduced power consumption & potential other "green" systems.
12. Develop system alternatives, where possible, which will allow phased-construction, and/or allow selection of, or rejection of, individual parts of the proposed improvements to the largest extent possible. For example, it may be preferable to provide an initial phase of construction to modify the plant and reduce power consumption, and then provide a second phase in the future, compatible with the first phase, to expand capacity further. Examples of proposed selection or rejection of parts might include front-end facilities such as screening/grinding, which may possibly be rejected for cost or maintenance requirements, when weighed against their possible benefit.
13. Estimate life cycle costs, considering not only initial capital costs, but also operations & maintenance costs for viable alternatives.
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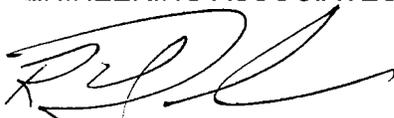
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Sincerely,  
ENGINEERING ASSOCIATES



Roger L. Jacobson, PE  
Principal-in-Charge

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16A – This will be considered a 90% meeting.

R RAO; 07/12/12-rev

August 7, 2012

Yellowstone National Park  
Winter Use SEIS  
PO Box 168  
Yellowstone National Park, WY 82190

Dear Superintendent Wenk:

On behalf of the Cody City Council, please accept this letter of comment with regard to the Supplemental Environmental Impact Statement. The City of Cody supports the preferred Alternative 4, but would like to offer the following suggestions for modification of the alternative.

With regard to "transportation events", the City of Cody suggests the following:

**Commercially Guided Transportation Events regarding snowmobiles:**

1. The number of commercially guided snowmobiles should be changed to a higher number such as 7 instead of 5. This would allow for three couples or a family of six to enter along with a guide. The number of paying visitors should be even.
2. If an overnight stay is desired, there are questions that need to be addressed as to how that will affect the number of transportation events. Does this mean that a commercial operator from the East Gate who takes his clients to the West Entrance must use a transportation event from the West Entrance to get his clients back to their starting point at the East entrance?

**Non-commercially guided Transportation Events regarding snowmobiles:**

1. The number of visitors entering Yellowstone by non-commercially guided snowmobile should be changed from seven (5) snowmobiles to an even number of snowmobiles such as six (6) or eight (8). This would allow for families or couples to pair up in groups of two instead of having an odd number. In addition, the number of non-commercially guided snowmobile transportation events should be increased from only one per day per gate. We would prefer to see this managed so that if there the commercially guided trips into Yellowstone that are not completely booked each day, there is an opportunity for non-commercially guided trips to fill the unallocated trips. In addition, because there is no guarantee that Sylvan Pass will be open on any

given day in which a visitor has a reservation, we would like to see additional options and opportunities for rescheduling their trip at a time that is convenient for the visitor and gives preference in the lottery reservation system. In addition, to a plan for weather day cancellations, we would like to see some kind of option for visitors to enter the park if visitors who have reserved a day do not show up on their given day. This would be another way to maximize the opportunity for visitors to enter Yellowstone, especially for the locals.

2. Once again, the question of overnight stays needs to be addressed. If there is only one transportation event allowed per gate per day, do reservations have to be made for two days and will there ever be a situation where this is possible? This situation needs to be further discussed and analyzed so that the public knows what their visitation opportunities are. In both situations of commercially guided and non-commercially guided, overnight stays have a vital economic impact to the gate communities and lodges.

**Online and Onsite Training:** We believe that there should be a provision that the online training certification program should be good for more than a period of one year. We suggest either a lifetime certification or at the very least a five year certification.

**Best Available Technology Requirements (BAT):** With regard to BAT requirements, we make the following suggestions for change:

1. Have a phase in plan for non-current model year snowmobiles so that in 2017-2018, those snowmobiles five years old and newer can be phased into the new requirements over time. If it is deemed that 2015 and 2016 snowmobiles are no longer eligible to enter Yellowstone in 2017, it will be very difficult economically for commercial operators to make a successful and viable business of guiding visitors into Yellowstone. If there was a phase in program such as by 2017-2018 that all sleds 2012 or newer may be used in the 2017-2018 winter season, and then all sleds 2013 and newer in 2018 and so on, would ensure a return on commercial operators' investment over the next few years.
2. Snowmobile manufacturers have come a long way with emissions and noise over the years and it is recommended that Yellowstone change the definition of Best Available Technology to remove the term four stroke snowmobile, and include the strict specifications that must be met involving decibel levels, carbon monoxide levels, particulate matter levels, hydrocarbon emission standards, nitrogen oxide levels, and nitrogen dioxide levels. If in the future two stroke snowmobiles meet the set criteria of standards, they should be allowed in Yellowstone as

well. This will increase the visitation as it will be much more economical for non-commercially guided visitors.

Other suggestions we offer include setting a guaranteed opening date for the East Entrance of Yellowstone. This has huge long term economic impacts on Cody's business owners throughout the tourist season. It enables business owners to staff their stores, restaurants and lodging facilities adequately and appropriately which results in a better visitor experience. In addition, we would be very supportive if the Administration of Yellowstone included the stakeholders in some of the decision making processes of the unfinished details. It was mentioned in the public meetings that you have the framework of the house, but you need to construct the walls and finishes. There are a lot of knowledgeable and willing people within the Cody community who would be happy to assist in helping Yellowstone build the walls.

Thank you for all of your efforts in this Winter Use Planning Process. Although we cannot bring back everything that we once knew and enjoyed with regard to winter use in Yellowstone, we are much closer through your efforts. Thank you for the opportunity to comment on this very important issue for the City of Cody and Park County.

Sincerely,

Nancy Tia Brown  
Mayor

MEETING DATE:	AUG. 7, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT** **5-Lot Preliminary Plat (Zoe Addition Minor Subdivision)**

### **BACKGROUND**

Ryan and Erynne Selk have submitted a 5-lot preliminary plat application for their property at 240 Robert Street. The property is located northeast of the Robert Street and Kent Avenue intersection. The layout of the 5-lot subdivision, along with lot sizes and dimensions is attached. An existing home is on the north end of the property (Lot 1), a residential garage/shop (proposed for removal) is located on Lot 2, and Lots 3 through 5 are vacant.

The property is located within the Residential B zoning district, which has a minimum lot size of 6,000 sq. ft. for detached single-family dwellings, 7,000 sq. ft. for two-family dwellings, and 2,250 sq. ft. for multiple-family dwellings. Due to the proposed lot sizes, Lots 2 through 4 would be limited to single-family dwellings. Lot 5 could accommodate up to three dwelling units.

Property (Looking North):



Property (Looking South):



### **PLANNING, ZONING, AND ADJUSTMENT BOARD REVIEW**

The preliminary plat application was reviewed by the Planning, Zoning and Adjustment Board at their July 24, 2012 meeting. The action at the meeting was as follows:

*Justin Lundvall made a motion seconded by Jacob Ivanoff to approve the preliminary plat for Zoe Subdivision submitted by Ryan and Erynne Selk for property located at 240 Robert Street finding that the proposal qualifies as a minor subdivision, as no new public improvements are required, and with the following variances:*

- a. From dedication of additional right-of-way for Robert Street. (Provide 10' utility easement instead.)*

**AGENDA ITEM NO. \_\_\_\_\_**

- b. From construction of curb, gutter, and sidewalk along Robert Street and Kent Avenue frontages. (Agree to participate in future improvement district.)
- c. From the alley requirement.
- d. From covering (piping) of irrigation ditch along north property line.

And with the following conditions:

1. The existing shop on Lot 2 must be removed prior to final plat approval. Alternatively, the lot line between Lots 1 and 2 could be moved north so that a minimum 5-foot setback is provided for both the existing home on Lot 1 and the shop on Lot 2.
2. Individual gas and electric services are to be provided to each lot from the conduits installed under Robert Street to Lot 4—as opposed to excavating into Robert Street. Payment for the four new water connections and the electrical service fees is to occur prior to final plat approval. Payment of the sewer connection fees is not required until the time of the building permit.
3. Access for Lot 5 shall be from Kent Avenue, at least 50 feet from the edge of the Robert Street pavement. A note to this effect must be included on the final plat.
4. With the final plat application, provide evidence of compliance with City Code 11-3-3(B)(1), relating to transfer of the Cody Canal water rights.
5. Note the variances granted on the final plat.
6. Include the following in the dedication certificate on the final plat: “And do hereby agree to promote and participate in an improvement district for curb, gutter, and sidewalk on Robert Street when deemed necessary by the City of Cody. And further, that this language shall be contained in each and all conveyances of record.”

Vote on the motion was unanimous, motion carried.

The staff report for the Planning and Zoning Board review contains all details relating to how the subdivision meets applicable standards except as noted in the variances mentioned. The report is available from the City Planner, or on the City website under the July 24, 2012, P&Z Board Agenda.

Staff is in full agreement with the P&Z recommendation.

**ATTACHMENTS**

Preliminary Plat

**FISCAL IMPACT**

None

**ALTERNATIVES**

Approve as recommended by the P&Z Board, or with modifications directed by Council.

**RECOMMENDATION**

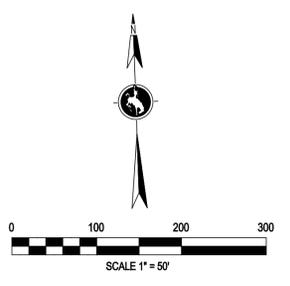
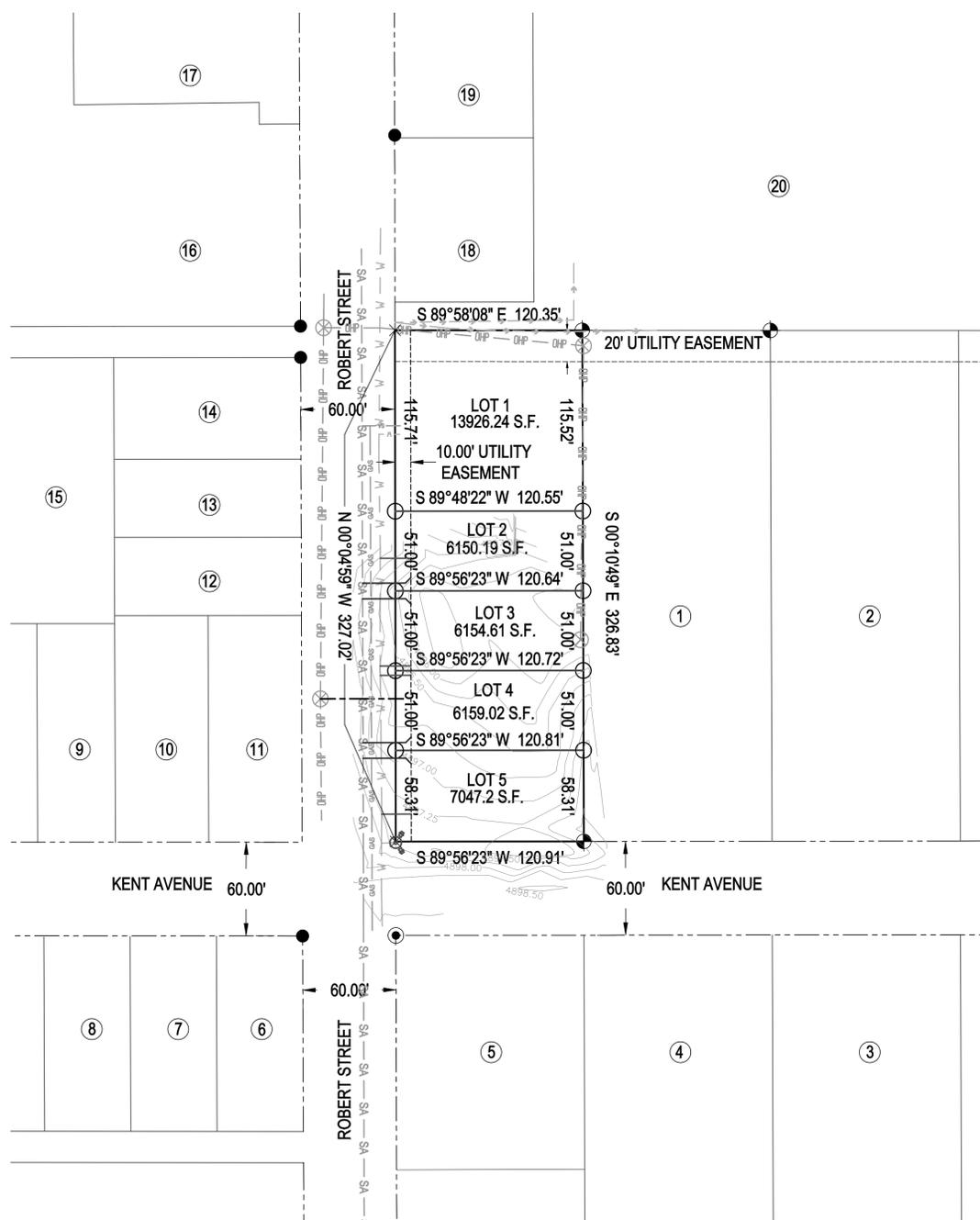
The Planning and Zoning Board recommends that the City Council approve the Preliminary Plat for the Zoe Addition Minor Subdivision, with the noted variances and conditions.

**AGENDA & SUMMARY REPORT TO:**

Ryan & Erynne Selk

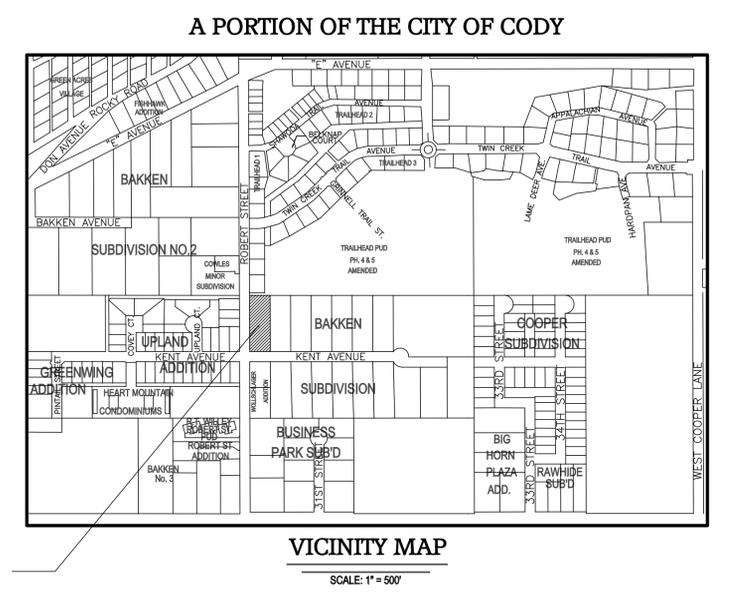
**AGENDA ITEM NO. \_\_\_\_\_**





**NOTES**

1. THE PRIMARY CONTACTS FOR THIS SUBDIVISION ARE AS FOLLOWS:
  - CRAIG B. SHAVLIK, PE/LS  
MEINECKE ENGINEERING AND LAND SURVEYING, LLC  
1701 STAMPEDE AVE., SUITE 200  
CODY, WY 82414  
PH: 307-587-5789 FAX: 307-587-3032
  - RYAN & ERYNNE SELK (OWNERS)  
240 ROBERT STREET  
CODY, WY 82414  
PH: 307-899-0449
2. PROPOSED MINOR SUBDIVISION WILL DIVIDE LOT 8 OF BAKKEN SUBDIVISION (+/- 0.905 ACRES) INTO 5 RESIDENTIAL LOTS. CONVEYED TO RYAN J. & ERYNNE N. SELK IN WARRANTY DEED RECORDED AS DOCUMENT No. 2007-6683; OF THE RECORDS OF THE PARK COUNTY, WYOMING CLERK AND RECORDER.
3. EXISTING AND PROPOSED ZONING OF THE PROPOSED SUBDIVISION IS CLASSIFIED AS "B-RESIDENTIAL".
4. THE LOCATION OF PROPOSED SUBDIVISION IS NOT WITHIN A DESIGNATED FLOOD ZONE AND NOT PRONE TO FLOODING PER FEMA FIRM PANEL No. 56029C2345D.
5. SHALLOW UTILITIES (TREATED WATER, SANITARY SEWER, TELECOMMUNICATIONS, NATURAL GAS) FOR PROPOSED LOTS 2, 3, 4, & 5 ARE AVAILABLE FROM EXISTING INFRASTRUCTURE WITHIN ROBERT STREET. LOT 1 WILL BE MAINTAINED BY EXISTING UTILITY SERVICES TO THE CURRENT RESIDENCE.
6. PER CONTRACTOR, D.W. LATIMER, INC, TREATED WATER SERVICES FOR LOTS 2, 3, & 4 ARE 3/4" COPPER PIPE. TREATED WATER SERVICE TO LOT 5 IS 1" COPPER PIPE. ALL SERVICES WERE CONSTRUCTED AT A DEPTH OF APPROXIMATELY 6 FEET.
7. PER CONTRACTOR, D.W. LATIMER, INC, SANITARY SEWER SERVICES WERE CONSTRUCTED AT A DEPTH OF APPROXIMATELY 8 FEET.
8. THE CODY CANAL WATER RIGHTS HELD BY THE OWNER(S) WILL BE RELINQUISHED AND TRANSFERRED TO THE CITY OF CODY PER CITY CODE TITLE 11-3-3.B.1 UPON APPROVAL OF THE FINAL PLAT.
9. THE EXISTING STRUCTURE WHICH ENCROACHES ONTO PROPOSED LOT 2 WILL BE REMOVED.



**LEGEND**

- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING PROPERTY LAND LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - EXISTING RIGHT-OF-WAY
- W - W - W - W - W - W - EXISTING TREATED WATER
- W - W - W - W - W - W - PROPOSED TREATED WATER SERVICE
- - - - - EXISTING IRRIGATION DITCH
- SA - SA - SA - SA - SA - SA - EXISTING SANITARY SEWER
- SA - SA - SA - SA - SA - SA - PROPOSED SANITARY SEWER SERVICE
- GAS - GAS - GAS - GAS - GAS - EXISTING NATURAL GAS MAIN
- OHP - OHP - OHP - OHP - OHP - EXISTING OVERHEAD POWER LINE
- - - - - PROPOSED ELECTRICAL SERVICE
- ⊗ EXISTING POWER POLE
- ⊙ EXISTING FIRE HYDRANT
- FOUND IRON PIPE
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- PROPOSED LOT CORNERS
- × CALCULATED POINT/NO MONUMENT FOUND

**PLAN VIEW**

SCALE: 1" = 50'  
CONTOUR INTERVAL = 0.25'

PARCEL	LOT #	SUBDIVISION	OWNER(S)	RECORDED DOCUMENT	ZONING
①	7	BAKKEN	SHIRLEY J. DAVIS	AFFIDAVIT OF SURVIVORSHIP 2009-6569	B
②	6	BAKKEN	ROBERT L. & KAY BEALL	WARRANTY DEED 2000-1680	B
③	11	BAKKEN	WALTER G. BRANTZ & WILLIAM W. BRANTZ	WARRANTY DEED 2005-5419	B
④	10	BAKKEN	DAWN E. HENSON	QUITCLAIM DEED 2000-6300	B
⑤	1	WOLLSCHLAGER ADD'N	BRUCE G. WOLLSCHLAGER	BK 188 PAGE 23	B
⑥	35	UPLAND ADD'N	NATHALIE M. KHODR	WARRANTY DEED 2008-368	B
⑦	34	UPLAND ADD'N	NATHALIE M. KHODR	WARRANTY DEED 2008-366	B
⑧	33	UPLAND ADD'N	LESLIE L. BARNES	WARRANTY DEED 2010-7099	B
⑨	6	UPLAND ADD'N	ADELE F. NEMITZ	WARRANTY DEED 2009-4405	B
⑩	5	UPLAND ADD'N	M. MAUREEN MURPHY	AFFIDAVIT OF SURVIVORSHIP 2011-7445	B
⑪	4	UPLAND ADD'N	THOMAS & LAURA C. FELL	WARRANTY DEED 2010-1824	B
⑫	3	UPLAND ADD'N	CHRISTOPHER E. & KRISTA L. WALLACE	WARRANTY DEED 2007-6827	B
⑬	2	UPLAND ADD'N	TUNEY J. BARRUS	WARRANTY DEED 2011-1774	B
⑭	1	UPLAND ADD'N	CITY OF CODY	WARRANTY DEED 2006-4789	B
⑮	8	UPLAND ADD'N	JAMES M. POLLOCK	WARRANTY DEED 2007-980	B
⑯	1	COWLES MINOR SUB.	JERRY W. COWLES	WARRANTY DEED 2009-6385	F2
⑰	2	COWLES MINOR SUB.	JERRY W. COWLES	WARRANTY DEED 2009-6385	F2
⑱	1	TRAILHEAD 1	EDWIN E. & CAROL L. HIGBIE	WARRANTY DEED 2001-2666	B
⑲	2	TRAILHEAD 1	CRYSTAL N. GULLICKSON	WARRANTY DEED 2006-10045	B
⑳	N/A	AMENDED TRAILHEAD PUD PH. 4&5	HIGBIE FAMILY REVOCABLE LIVING TRUST	WARRANTY DEED 2009-142	B

**PRELIMINARY PLAT**  
 SHOWING THE  
**ZOE ADDITION**  
 MINOR SUBDIVISION  
 THE DIVISION OF LOT 8, BAKKEN SUBDIVISION  
 WITHIN THE CITY OF CODY,  
 PARK COUNTY, WYOMING

Licensed in Wyoming and Montana  
**Engineering and Land Surveying, LLC**  
  
**MEINECKE**  
 1701 STAMPEDE AVE, SUITE 200 CODY, WYOMING 82414  
 Phone: 307-587-5789 Fax: 307-587-3032  
 INFO@MEINECKEPELS.COM

SHEET 1 OF 1

CODY, WYOMING  
307-587-5789



RED LODGE, MONTANA  
406-425-3866

July 9, 2012

City of Cody  
c/o Todd Stowell, City Planner  
P.O. Box 2200  
Cody, WY 82414

RE: Zoe Addition - Preliminary Plat Variance Requests

Dear Mr. Stowell:

As part of the proposed preliminary plat application for the minor subdivision of the Zoe Addition we are requesting the following variances from the City Codes:

- Title 11-4-2.P Alleys: This is not relevant for this minor subdivision which is subdividing an existing lot with adequate access with no existing alley.
- Title 11-4-2.Q Curb, Gutter, Sidewalk, Paved Streets: The existing paved street section does not include curb, gutter, and sidewalks and would not coincide with the surrounding infrastructure.
- Title 11-5-1.J Open Drains, Irrigation Ditches: The existing irrigation ditch only crosses a small portion of the lot in the northeast corner of the proposed subdivision. Minimal benefits will be obtained by piping this segment of the ditch.

Sincerely,

Craig Shavlik, PE/PLS

MEETING DATE: AUGUST 7, 2012

DEPARTMENT: SANITATION

PREPARED BY: KEITH VILES

PRESENTED BY: STEVE PAYNE

**AGENDA ITEM SUMMARY REPORT**  
**Surplus Conveyor**

**ACTION TO BE TAKEN:**

Declare as surplus equipment the above grade conveyor previously used at the Recycling Center so that staff can pursue the sale of the conveyor by either online auction or bid.

**SUMMARY OF INFORMATION:**

The above mentioned conveyor is no longer needed due to the purchase of a below grade conveyor that is currently in use at the Recycling Center.

**FISCAL IMPACT:**

According to the manufacturer a used conveyor of this type is worth in the range of \$5000.00 to \$7500.00.

**ALTERNATIVES:**

- 1.** Approve the request
- 2.** Deny the request and scrap the conveyor.

**ATTACHMENTS:**

None

**AGENDA & SUMMARY REPORT TO:**

None

MEETING DATE: AUGUST 7, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE, FINANCE  
OFFICER

## AGENDA ITEM SUMMARY REPORT

### Uncollectible Account Write Offs

#### ACTION TO BE TAKEN:

Approve the uncollectible account write offs in the amount of \$54,136.19

#### SUMMARY OF INFORMATION:

Annually during the budget process, Staff identifies accounts that are considered uncollectible and includes the account balances in the budget as part of the bad debt expense line items in the appropriate funds. Accounts are typically determined to be uncollectible under the following circumstances: bankruptcy discharges, deceased customers with no estate, accounts past the statute of limitations (7-10 years old), and accounts on which the collection agency has exhausted all legal actions and have ceased effort.

#### FISCAL IMPACT

For Fiscal Year 2012-2013 the City budgeted the following for bad debt write offs:

<u>Municipal Court: \$32,439.59</u>	
Statute of Limitations/Efforts Ceased	\$32,439.59
<u>Utility Billing \$20,579.98</u>	
Bankruptcy	\$ 2,432.21
Deceased	\$ 1,906.40
Statute of Limitations/Efforts Ceased	\$16,241.37
<u>Accounts Receivable \$1,116.62</u>	
Bankruptcy	\$ 465.89
Deceased	\$ 236.19
Statute of Limitations/Efforts Ceased	\$ 414.54
TOTAL	\$54,136.19

#### ALTERNATIVES

AGENDA ITEM NO. \_\_\_\_\_

1. Approve the account write offs in the amount of \$54,136.19
2. Deny the write offs and keep the bad debt on the books

**ATTACHMENTS**

None

**AGENDA & SUMMARY REPORT TO:**

None

MEETING DATE:	AUGUST 7, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **Transfer Master Plan Contract to Logan Simpson Design Inc.**

#### **ACTION:**

Agree to transfer the Master Plan Update contract from AECOM, Inc. to Logan Simpson Design Inc., and direct the Mayor to sign the contract transfer document.

#### **SUMMARY:**

The consultants working on the master plan have been with AECOM, Inc. Without going into details, their entire Fort Collins, Colorado office is leaving AECOM and starting work with Logan Simpson Design, Inc. The personnel we have been working with would like to continue to work on Cody's master plan update as employees of Logan Simpson Design, Inc.

The present contract with AECOM requires both AECOM and the City to agree to any contract transfer in writing. AECOM has already consented to the contract transfer and signed the transfer document (see attached). We expect to receive the signature of Logan Simpson Design Inc., accepting the contract transfer, shortly after City approval.

The agreement has been reviewed and determined acceptable by the City Attorney. Planning Staff would prefer to continue working with the same personnel on the master plan that we have been. No changes to the contract are proposed at this time, other than assigning it to Logan Simpson Design, Inc.

#### **FISCAL IMPACT**

Technically, whether the contract stays with AECOM or goes to Logan Simpson Design Inc., the agreed upon scope of work and cost would remain the same. However, if the contract is not transferred, continuity of the project would be lost and numerous unknowns would occur. The transfer of the contract to Logan Simpson Design Inc. appears to be the most efficient option for completing the master plan.

#### **ALTERNATIVES**

If Council is agreeable to transferring the contract to Logan Simpson Design Inc., authorize the mayor to execute the transfer document. Otherwise, no action is needed.

#### **RECOMMENDATION**

Authorize the transfer of the master plan contract to Logan Simpson Design, Inc., and authorize the mayor to sign the attached "Assignment and Assumption of Professional Services Agreement".

#### **ATTACHMENTS**

"Assignment and Assumption of Professional Services Agreement", signed by AECOM, with cover letter.

**AGENDA ITEM NO. \_\_\_\_\_**

July 23, 2012

Todd Stowell  
City of Cody  
1338 Rumsey Avenue  
P.O. Box 2200  
Cody, Wyoming 82414

Dear Mr. Stowell,

As a follow up to our recent discussion, please find attached the Assignment and Assumption of Professional Services Agreement to allow for the assignment of the City of Cody Master Plan Update from AECOM Technical Services, Inc. to Logan Simpson Design Inc. for your consideration. Please review, sign and return the Agreement at your earliest convenience. As soon as all parties have executed the Agreement, I will send you a fully executed copy for your file.

Once the agreement is executed, AECOM will work with the Project Manager to develop a final bill for services rendered by AECOM through the agreed to assignment date.

If you have any questions please contact me at 303-308-3515.

Sincerely,



Denise Anderson  
Director of Operations  
PDD D&P, SWM

## ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

---

THIS ASSIGNMENT, effective this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, is between AECOM TECHNICAL SERVICES, INC. ("AECOM"), and LOGAN SIMPSON DESIGN Inc. ("Assignee"), and the CITY OF CODY, WYOMING, ("Client"), and is made on the basis of the following facts:

- A. On April 30, 2012 AECOM and entered into a Professional Services Agreement with Client whereby AECOM would provide professional services in connection with the Cody Master Plan Update project (the "Agreement").
- B. Bruce Meighen, former employee of AECOM, is now employed by Assignee.
- C. AECOM desires to assign its interest in the Agreement, and any amendments or modifications thereto, to Assignee, and Assignee desires to assume AECOM'S interest in the Agreement, and any amendments or modifications thereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.**

AECOM assigns its right, title and interest, and delegates all its obligations, responsibilities and duties, in and to the Agreement, and any amendments or modifications thereto, to Assignee as of July 20, 2012.

2. **Assumption.**

Assignee, having read the Agreement, accepts the foregoing assignment and assumes all of the obligations, responsibilities and duties of AECOM under the Agreement as of July 20, 2012, and agrees to be bound by the terms of the Agreement, together with any amendments or modifications thereto as of this date, receipt of copies of which is hereby acknowledged.

3. **Release.**

Client and Assignee hereby agree to release and hold harmless AECOM and any and all of its directors, officers, employees or agents from and against all claims, loss, damage, charge or expense, to which they or any of them may be put or subjected arising out of or in connection with the Assignee's performance after the assignment of the Agreement.

AECOM hereby agrees to hold Assignee harmless from and against any and all claims, loss, damage, charge or expense, to which they or any of them may be put or subjected arising out of or in connection with AECOM'S performance prior to the assignment of the Agreement.

4. **General Provisions.**

4.1 **Assignment.** This Assignment shall be binding upon and shall inure to the benefit of Assignee and AECOM and their respective successors and assigns.

4.2 **Modifications.** Any alteration, change or modification of or to this Assignment, in order to become effective, shall be made in writing and signed on behalf of each party.

4.3 **Consent.** Client in executing its consent to this Assignment, does not release Assignor or Assignee from any claims or remedies it may have against either party under the Agreement.

AECOM TECHNICAL SERVICES, INC.

By: Steven Wilensky

Title: PRINCIPAL - V.P.

CITY OF CODY, WYOMING

By: \_\_\_\_\_

Title: \_\_\_\_\_

LOGAN SIMPSON DESIGN INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

MEETING DATE:	AUGUST 7, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**Authorize Sign on City Property-Central Wyoming Neurosurgery**

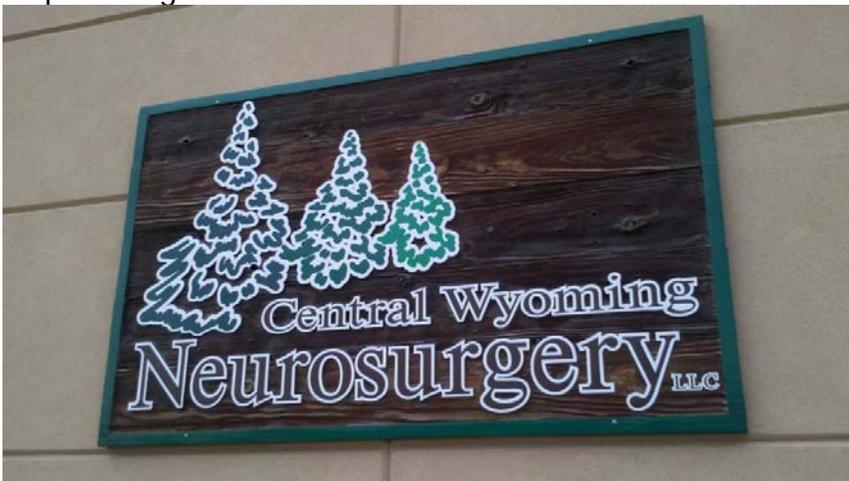
**ACTION:**

Authorize placement of a sign on the outside wall of the Nichol Mall space leased to Central Wyoming Neurosurgery.

**SUMMARY:**

Starla Atkinson of Central Wyoming Neurosurgery LLC has submitted a request to install a 72" wide by 44" tall wooden sign on the outside wall of the Nichol Mall space that she rents from the City (1008 Rumsey).

Proposed sign at former location:



The proposed location of the sign would be in the wood area above the awning, as shown here:



**AGENDA ITEM NO. \_\_\_\_\_**

Pursuant to City Code 10-15-6(B)(9), the sign must be authorized by the City Council, since it is located on public property. The request is provided for Council consideration for this purpose.

It is also noted that the sign will be reviewed by the Planning and Zoning Board at their August 14, 2012 meeting, because it is located in the Downtown Architectural District. Approval for placement of the sign would be subject to both the Council and P&Z Board approval.

**FISCAL IMPACT**

None anticipated.

**ALTERNATIVES**

Approve or deny the placement of the sign.

**RECOMMENDATION**

Approve placement of the sign, subject to Planning and Zoning Board approval.

**ATTACHMENTS**

None.

MEETING DATE: AUGUST 7, 2012  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: SARA WEAD, ASSISTANT  
ADMINISTRATIVE SERVICE OFFICER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Request for a new Microbrewery Permit**

#### **ACTION TO BE TAKEN:**

Approve issuing a microbrewery permit to Roadgrill LLC dba Geyser Brewing Company located at 525 W Yellowstone Ave, contingent upon receiving proof of issuance of a Federal Brewery permit.

#### **SUMMARY OF INFORMATION:**

State Statute 12-4-412 provides that an entity may hold a Microbrewery permit which allows the licensee to brew and dispense the brewed malt beverage. The permit may be held in conjunction with a retail liquor license.

Roadgrill LLC dba Geyser Brewing Company has applied for a Microbrewery permit to be held in conjunction with the currently issued Retail Liquor License. Lynn Lampe of Roadgrill LLC intends to brew a wide variety of beers which will be sold for both on and off premise consumption. The microbrewery will be located in a room attached to the current building located at 525 W Yellowstone Ave, and will be open to the public for tours and sampling.

#### **FISCAL IMPACT**

None. Since the microbrewery permit will be held in conjunction with a retail liquor license, there is no additional fee charged for the permit.

#### **ALTERNATIVES**

1. Approve the issuance of the microbrewery permit contingent upon Roadgrill LLC obtaining a Federal Brewery permit.
2. Deny the issuance of the microbrewery permit.

#### **ATTACHMENTS**

Application for microbrewery permit, business plan.

#### **AGENDA & SUMMARY REPORT TO:**

Lynn Lampe 307-587-5868

**AGENDA ITEM NO. \_\_\_\_\_**

## FOR NEW LICENSES AND TRANSFER LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

**To be completed by the City, Town or County Clerk:**

Date Filed: 5, 31, 2012

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>240.00</u>	

Required Attachments Received: Yes

Advertising Dates(4): 6/20, 6/27, 7/4, 7/11

Hearing Date: 7 / 17 / 2012

Local Licensing Number: 347

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

A copy must be immediately forwarded to:  
State of Wyoming Liquor Division  
1520 E 5<sup>th</sup> Street  
Cheyenne WY 82002-0110

Formerly Held by: N/A

Applicant: Lynette / Road Grill LLC

Trade Name (dba): Geyser Brewing Co.

Premise Address: 525 W Yellowstone Ave  
Number & Street

Cody WY 82414 Park  
City State Zip County

Mailing Address: 208 N 44th St.  
Number & Street or P.O. Box

Cody WY 82414  
City State Zip

Business Telephone Number: (307) 587-5868

Fax Number: \_\_\_\_\_

E-Mail Address: the.terrace@gwstoffice.net

For the license term: Aug 1 2012  
Month Day Year

Through: July 31 2013  
Month Day Year

<p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u> <input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p><b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE     <input type="checkbox"/> on-premise only     <input type="checkbox"/> off-premise only     <input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input checked="" type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from <u>Jan</u> to <u>Dec</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11am - 12am</u></p>
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**1. Location of License:**

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

94' x 48' room, entire bldg - manufacturing facility is a 19 x 30 1/2 ft garage attached to the building.

(b) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:

Lot 9 Lying N of Hwy & S from S Side of River & Part of Lot 12 NW of Hwy, R/W EX 27 AG, Lot 9, Sec 3, T52N, R102W, Zoned D3

**2. Do you W.S. 12-4-103 (a) (iii):**

- (1) **OWN** the building in which sales room is located?  YES (own)  
(2) **LEASE** the building in which sales room is located?  YES (lease)

(A) **DATE** lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.

**NOTE:** Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii).

**3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?**  YES  NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:  
n/a

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)  
If "YES", explain: Own a retail liquor license  YES  NO

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):**

8. (a) Have you submitted a valid food service permit upon application? W.S. 12-4-407(a) W.S. 12-4-413(a)  YES  NO  
(b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b)  YES  NO  N/A

**RESORT LICENSE: Complete questions 9(a) through 9(c):**

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO  
(b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO  
(c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

**MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:**

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii)  YES  NO  
If "YES", please specify type:  Microbrewery  Winery  Retail  Restaurant  Resort  Bar and Grill:

11. (a) Do you self distribute your products?  YES  NO  
(b) Do you distribute your products through an existing malt beverage wholesaler?  YES  NO

**ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:**

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) The name and address of the grand lodge or national organization is: \_\_\_\_\_
  - (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?  YES  NO
  - (c) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
  - (d) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

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

- (a) The name and address of the National Veterans organization is: \_\_\_\_\_
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes?  YES  NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License (THE PETITION MUST BE ATTACHED TO APPLICATION) ?  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):**

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

**16. (a) If applicant is an Individual or Partnership:** State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership. **If the application is for a Club:** State the name, date of birth and residence of each officer.

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

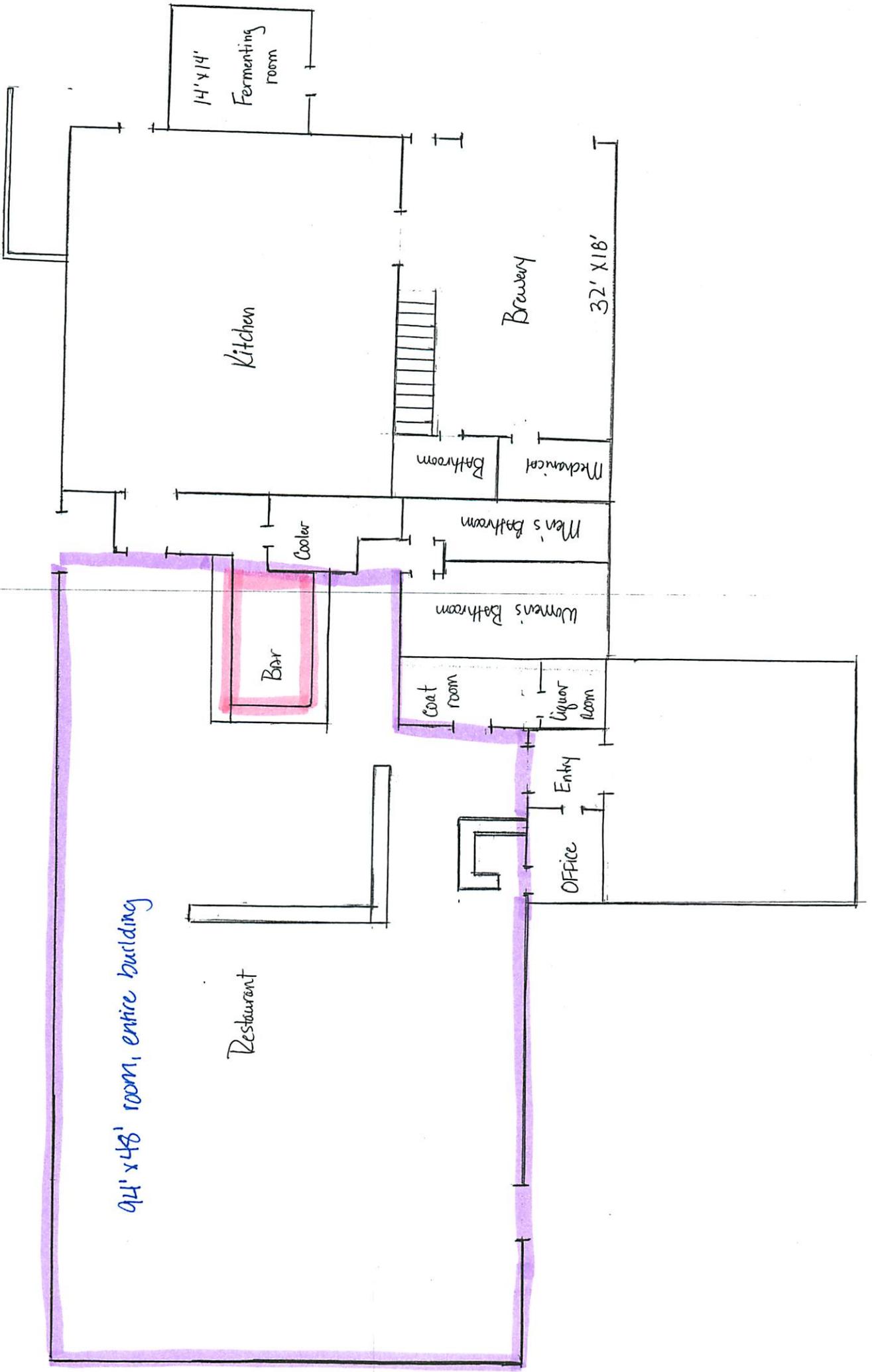
(If more information is required, list on a separate piece of paper and attach to this application.)

**(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Lynn M Lampe				10	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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







June 8, 2012

Re: Roadgrill LLC and Karl and Lynn Lampe

To Whom It May Concern:

Please accept this letter in regards to Karl and Lynn Lampe and Roadgrill LLC. The members of Roadgrill LLC have maintained all deposit accounts in good standing with Pinnacle Bank. Pinnacle Bank highly recommends Roadgrill LLC and Karl and Lynn Lampe.

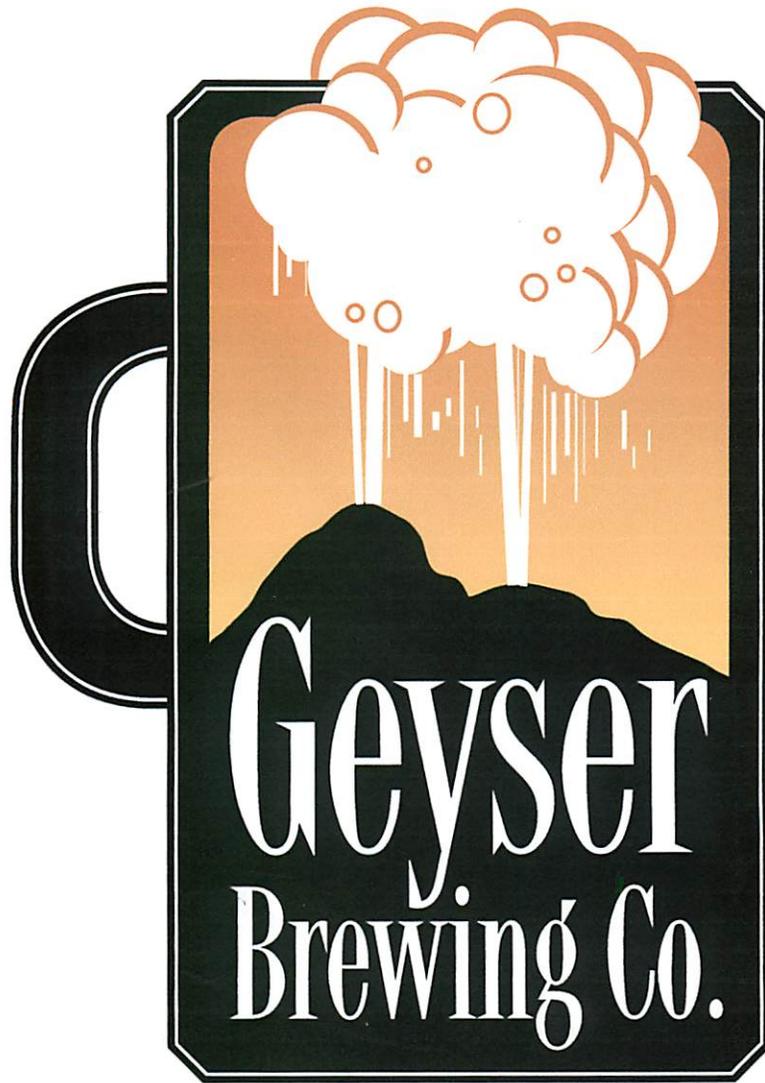
Sincerely,

A handwritten signature in black ink that reads "Tristi K. Oberheu".

Tristi K Oberheu  
Assistant Vice President-Personal Banker  
307-527-7186



MEMBER FDIC



**CODY, WYOMING**

# GEYSER BREWING COMPANY

---

525 WEST YELLOWSTONE AVENUE  
CODY, WY 82414

---

- STATEMENT OF PURPOSE
- COMPANY DESCRIPTION
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## STATEMENT OF PURPOSE

The Geyser Brewing Company is a small scale microbrewery that will be located in Cody, Wyoming. The brewery will occupy the back 570 square feet of 525 West Yellowstone. This is an additional business to be operated in conjunction with Geysers on The Terrace restaurant and bar. By definition a microbrewer is one that brews more than 100 barrels and less than 20,000 barrels per year. Geyser Brewing Co plans to start production at 100 barrels and with phased expansion growth.

Initial plans are to produce multiple beer styles. There will be in-house sales of beer, take-out sales as well as future expansions are planned.

The long-term goals of the Geyser Brewing Company are to slowly add capacity. Specialty and seasonal brews will also be crafted once the business is up and running. These types of beers sell quickly and are usually quite popular. In addition, specialty "house" beers could be brewed and labeled for local taverns.

## COMPANY DESCRIPTION

Geyser Brewing Company is a small scale microbrewery located in Cody, Wyoming. The Geyser Brewing Company is incorporated in the State of Wyoming as a dba. Corporation company is RoadGrill, LLC. Microbrewery application is on file with the City of Cody and will be investigated by both the city and the state of Wyoming. In addition, application materials have been sent to the Department of the Treasury; Alcohol and Tobacco Tax and Trade Bureau. Their investigation has yet to commence. These two investigations, once complete will result in the issuance of a Brewers License.

Key vendors have been identified and quotes obtained. Cost figures for equipment, inventory, building renovation, and labor have been identified and figured into the business plan. Production costs have been calculated, product pricing has been estimated, and profit potential has been approximated.

The legal name of the corporation will be Geyser Brewing Company. The company was incorporated in the State of Wyoming in 2002. The corporation has also registered a DBA or "Doing Business As" under The Terrace. A formal letter will be sent to the Department of Revenue with the dba name change to Geyser Brewing Company. The Internal Revenue Service has issued an Employer Identification Number which is 03-0394156, issued 04/16/2002.

## **FUNDING**

The project will be funded with owner's capital. The start-up project costs, which includes capital equipment, initial inventory, building renovations, and working capital, total approximately \$70,000.

### **Financial Summary**

#### **Basic Use of Funds:**

- To acquire brewing equipment, supplies, and inventory.
- To provide working capital.
- To purchase initial inventory (1 month supply or 60 barrels).

## **PRODUCTS**

The Geyser Brewing Company will produce a wide variety of beers, including but not limited to ales, lagers, pilsners, stouts, porters and seasonal beers. These beers will be produced continuously throughout the year, with a targeted weekly production of 2 barrels. This will result in two weekly batch runs of 1 barrel each. Kegging operations will be done on nonbrewing days. The initial yearly volume of the brewery will be 100 BBL with room for expansion.

The brewery will be open to the public for tours and sampling. The hours of operation will be from 9:00 a.m. to 11:00 p.m. Beer will be offered for sale on the premises as well as take-out. Kegged beer will be sold to Tanager Beverages Distributors for further sale to retail outlets when production reaches that level. Sales will be in half barrels and quarter barrels.

## **MARKET SEGMENT**

The brewery has targeted the tri-county area surrounding Cody (Park, Big Horn, Wasakie ) and southern Montana including Red Lodge and Billings as the main market area for sales. The population demographic of this area is well-suited to beer sales.

Wyoming has seen an increase in the microbrewery business and now has a total of 14.

Momentum began to pick up for the microbrewing phenomenon in the early- to mid-1990s with annual volume growth increasing from 35% in 1991 increasing each year to a high of 58% in 1995. Craft brewer volume growth slowed to between 1 and 5 % annually between 1997 and 2003. 2004 saw an acceleration of craft brewer sales with annual growth percentages for the craft segment of between 6 and 12 % each year from 2004

through 2008, as beer drinkers increasingly connected with small and independent breweries and local breweries. Craft Brewers have succeeded in establishing a high levels of quality, consistency and innovation, expanding the minds of the beer consumer and in creating the most diverse brewing culture in the world.

While craft brewers only had 4 % of the US beer sales in 2008, there is a tremendous upside for beer drinkers and craft brewers.

The number of craft brewers has gone from 8 in 1980 to 537 in 1994 to over 1600 in 2010. Craft brewers operate in 344 congressional districts and the majority of Americans live within 10 miles of a brewery. Truly craft brewers and craft beer drinkers are participants in a revolution. There has never been a better time or place to drink beer than in the US right now.

## **LOCATION**

The microbrewery will be located on the edge of the city limits, adjacent to the Cody Night Rodeo. Geysers Brewing Company sits on 4 acres and has the space for expansion.

## **MARKETING**

Geysers Brewing Company will market their products through two different avenues. The first will focus on the sales of draught beer within the brewing company's restaurant / brew pub. The marketing in this area involves the use of Point-of-Sale (POS) materials such as posters, table tents, tap handles, buttons, tee-shirts, etc. In the initial product roll-out, extensive use of our distributor Tanager Beverage's experience and account knowledge will be made.

Area bars and restaurants will be ultimately be provided materials appropriate to their ability to sell the product. Tap handles will also be provided. Tap handles cost approximately \$10 each, and will be purchased through Taps 'R' Us, Window Lake, Wisconsin. Posters and table tents range in price based on quantities ordered. These will be procured through a local printer.

The second marketing thrust will be for sales of keg beer through retail outlets. Once again, POS materials are necessary, although with differing needs. Posters and shelf markers, as well as posters and vinyl stickers will be used. These will also be procured through a local printer.

## **MANAGEMENT**

The microbrewery will be managed by Lynn Lampe. Ms. Lampe will be in charge of production planning, purchasing, inventory control, quality control and accounts payable. She will be assisted by Karl Lampe, her spouse.

Sales will be handled by Lynn Lampe, who has extensive management experience.

Operations will be handled jointly by management and the brewmasters. The brewmasters will be local home brewers who will be instrumental in reasearch and development of brew recipies and function of the brewing.

# **FINANCE**

## **Cash Requirements**

Cash requirements for start-up include the following elements

- Working Capital
- Percentage of capitalization costs
- Initial Inventories
- Fermentation Building
- City permits

## **Overhead Costs**

Overhead costs are made up of the following elements

The brewery is operating in a portion of an 9,000 square foot building located at 525 West Yellowstone Ave, Cody, WY. The brewery will occupy 570 square feet of the available floor space on a single floor. The building is semi-industrial in nature with the proper utilities necessary for the successful operation of a microbrewery.

The brewery will share the building with one other established businesses. In the first half of the building is occupied by the restaurant and bar.

The physical building is owned and operated by KLBG properties. RoadGrill LLC rents the space and operates the restaurant and bar.

Mortgage payments to KLBG and Colson Services are currently being maintained by the restaurant / bar.

## **Insurance**

In addition to the insurance included in the lease, the brewery is responsible for certain business insurances. These additional insurances are liability (includes State mandated liquor liability), workmans' compensation, and contents insurance. The policy will be with Allied Insurance, HBI, Cody , Wy at a yearly cost of \$6,000.

## **Start-up Costs**

Start-up costs include improvements made to the building which are necessary for brewing operations. This includes bringing natural gas into the portion of the building to where the brewhouse equipment will be located. Floor drains and waste water handling improvements are already in place. The build-out costs are broken down into a labor component and a supply component.

Initial inventories for one month of brewing are also included in the start-up costs. Malt, hops, yeast, and cleaning supplies are included in this amount. After start-up, inventory costs will be handled on a month-to-month basis.

## Skilled Trades

**Electrical** : For wiring of pumps, solenoids, temperature controller, natural gas burner control panel, and refrigeration unit. Local vendors will be used. Approximate cost is under \$1,000.

**Natural Gas** : Installation of a natural gas line to the Mash/Brew Kettle at a flow rate of 12 cubic feet per minute at minimum 5 inch water column. Local vendors will be used at an approximate cost under \$500.

**Water** : Water source is currently in place for the needs of the brewery.

**Gas** : Oxygen, carbon dioxide, and controls need to be provided. The gas canisters and controls will be provided by Valley Welding. A bulk carbon dioxide tank will be installed at the quoted cost from Valley Welders.

**Refrigeration System** : A walk-in refrigeration system is necessary for keeping the kegged beer cold. This is already in place.

**Fermenting Facility**: A controlled temperature fermenting facility will need to be added to the north side of the current building. A 150 square foot locker is anticipated. Cooling and heating installation costs are referenced under HVAC. The structure will be of the same construction materials of current building for aesthetics.

## Start-Up Cost Summary

### Build-Out

Electrical	\$1500
Plumbing	\$1000
HVAC	\$5000
Total	\$7500

## Capital Equipment

Water Tower Adverting	\$40,000
Sabco Brewing System	\$ 6,000
Fermenting Kegs	\$ 3,900

## Starting Inventory

Barley Malt (1 month supply)	\$ tbd
Hops (1 month supply)	\$ tbd
Yeast	\$ tbd
Total	\$ tbd

# **PRODUCTION**

The beer will be produced in Sabco Brewmaster System

The first step in brewing is to mix the cracked malted barley with hot water in the mash/lauter tun, which produces "mash." The mash tun is a double-walled vessel crafted from polished stainless steel with fiberglass insulation and a top double door. A side manway makes grain removal easy. Standard features include a vee wire screen, complete drainage, a temperature well and sparging fittings. A sweet, clear liquid called "wort" is filtered out of the mash and transferred to the brewkettle.

The brewkettle is constructed similarly to the mash tun, featuring double-wall stainless steel with fiberglass insulation. The wort in the kettle is brought to a rolling boil and some hops are added early to provide a mild bitterness. Other hops (finishing hops) are added later to give a fine aroma. The hot wort is cooled to fermentation temperature through a heat exchanger. The heat removed from the wort is transferred to water, which is stored in a large tank called a hot liquor tank. This hot water is used constantly over and over again, either in cleaning, sterilization, or to fill the mash tun.

The cold wort is transferred to the fermenter. Yeast is added and fermentation begins. Fermenters are also known as uni-tanks. The fermenters Geyser Brewery will use are double-wall stainless steel with dished heads and conical bottoms. The cooling jacket has automatic temperature control. The uni-tanks have sample ports as well as temperature controls, a pressure manifold, and adjustable legs. During fermentation the brewer's yeast transforms the sweet wort into a flavorful solution containing alcohol and carbon dioxide. After fermentation, the green beer is aged to develop its final smooth taste.

Once the beer is aged properly, in our case after 14 days, it is filtered to remove yeast and to clarify the beer. After filtration the finished beer is stored in a bright beer tank (serving tank or tax tank) until it is ready to be kegged. At this point the beer is at the height of its freshness and full of flavor.

## **Future Capital Equipment**

The brewhouse will be supplied by JV Northwest, Wilsonville, Oregon. JV Northwest is one of the leading suppliers of brewing equipment throughout the United States and Canada. The brewhouse will be a 10-barrel turnkey system complete with all tanks, hoses, fittings, controls, and gauges to brew 3120 barrels of beer per year. Each additional fermentation tank adds 780 barrels more production. Expansion can reach 7500 barrels per year with the 15 barrel brewkettle. Geyser Brewing Co plans expansion in year 2 as well as year 3. The initial cost of the brewhouse is \$175,000.

### **Barrels**

Barrels will be bought from SABCO Industries, Toledo, Ohio. Initial plans are to buy 10 barrels, which will provide a four-week barrel supply when brewing to capacity. Cost per barrel is \$27.90 for a standard Hoff-Stevens keg. Total barrel cost is \$1,395.

### **Keg Filler**

A semi-automatic single valve keg washing, sanitizing, and filling machine will be bought from I.D. Distributions, Thousand Oaks, California. Called the Mini-King, it is a complete washer/sterilizing/racking machine complete with detergent and water supply system, include dual compartment tank, stainless steel pumps, heater dosing system, and controls. The cost of the Mini-King is \$13,750.

## **Laboratory Equipment**

The laboratory equipment necessary for proper testing and evaluation of the beer throughout the brewing and fermentation process includes the following items:

Microscope, for counting yeast cells.

Hydrometer, for measuring specific gravity.

PH meter, accurate to 0.01 of a unit, plus combination electrode suitable for use with wort and fermentation products.

Air tester

These will be purchased from Cole-Parmer Instrument Company, Niles, Illinois. Cost for the above, plus any incidental supplies, is approximately \$2000.

## **Supplies**

### **Malt**

Malted barley is the primary ingredient by which beer is produced. The malt will be supplied by Briess Malting Company, Chilton, Wisconsin. Briess is one of the national premier maltsters, with the ability to ensure timely delivery and consistent quality of the malt product. Malt one packaged in 50 lb. bags.

### **Hops**

Hops will be bought from John I. Haas and Company, Yakima, Washington. Like Briess maltsters, Haas and Company enjoys the reputation of being a national leader in hop production. The ingredient suppliers were chosen for their known reputations of timely delivery as well as consistent and known quality.

### **Yeast & Additives**

Yeast, beer clarifiers, stabilizers, finings, cleaning supplies, as well as laboratory and technical services will be purchased from J.E. Siebel Sons, Chicago, Illinois.

### **Cleansing and Sanitation**

The proper cleaning and sanitation levels necessary to meet strict health department guidelines will be achieved through the use of Orasan, (previously Huwa-San). Orasan is a new, complex compound of highly concentrated oxygen carriers, stabilizing agents on an acid base, and synergistically acting trace elements. It is superior to chlorine in its ability to kill germs, is completely safe for human and animal consumption, and will not create adverse environmental conditions. The advantages to using Orasan is no unpleasant taste; no odor; disinfects by separation of oxygen; assisted by trace elements; long-term effect; single application for long distance water conduits; not harmful to pipes and installations; water doesn't foam in it; and it is heat resistant and efficacious in hot water. Orasan is supplied by International Connection, Inc., Kewaskum, Wisconsin.

### **Filters**

Sheet filters will be used to filter the fresh beer. From one to two pad filters are used per barrel brewed, resulting in a cost of approximately \$0.80 - \$1.20 per barrel. This type of filtering is easy to operate, easy to clean and sanitize. It leaves no particulate matter in the beer and is suitable for aseptic filtration. Sheet filters will be obtained from Siebel Company, Chicago, Illinois.

# **REGULATIONS**

Regulation of microbreweries is done in many ways. The Department of the Treasury through the Alcohol and Tobacco Tax and Trade Bureau regulates and collects Federal excise tax. The State of Wyoming Liquor Control Commission collects state excise tax. In addition, the state Department of Agriculture inspects and licenses facilities. Local ordinances must be followed as well.

## **Labels**

Wyoming label requirements state that the brewery must adopt Federal Alcohol Administration labeling regulations. The product label must have federal approval.

## **Taxes & Deposits**

A keg deposit will be required upon sale of the keg.

## **Shipping Requirements**

Beer may only be shipped from the brewery to a licensed wholesaler. If beer sales are made out-of-state, then a special seller's license is required. A bond is required of the brewery of either \$1000 or 1/2 of the total excise taxes paid in the last calendar year, whichever is greater. Shipping brewers must pay taxes twice monthly. In addition, a monthly report of shipments is required.

## **Wholesaler Relations**

The brewery shall grant each wholesaler with a written agreement and designate a specific sales territory. The brewery may not fix, maintain, or establish the resale price. The wholesaler may not sell outside his sales territory. The brewery may not terminate, cancel, refuse to renew, or discontinue an agreement, except for good cause, and must afford the wholesaler 30 days in which to submit a plan of corrective action to comply with the agreement and an additional 90 days to cure such noncompliance.

MEETING DATE: AUGUST 7, 2012

DEPARTMENT: RECREATION DEPT.

PREPARED BY: DOYLE STOUT

PRESENTED BY: DOYLE STOUT

**AGENDA ITEM SUMMARY REPORT**  
3<sup>rd</sup> Annual Labor-Less Music Fest at City Park  
August 31 & September 1, 2012

**ACTION TO BE TAKEN:**

The City of Cody Parks & Recreation staff is requesting City Council's permission to close 9<sup>th</sup> Street between Sheridan and Beck Avenues on Saturday, September 1<sup>st</sup> during the 3<sup>rd</sup> Annual Labor-Less Music Fest.

**SUMMARY OF INFORMATION:**

This summer marks the 3<sup>rd</sup> Annual Labor-Less Music Fest (LLMF) – a free music festival in downtown City Park culminating the summer Concerts in the Park series. During the past two summers, attendance has steadily grown as word spreads about the event. This year organizers are expanding the festival to two days with one music concert on Friday evening, August 31<sup>st</sup>, and four performances on Saturday, September 1<sup>st</sup>. Additional weekend activities include Zumba on the Lawn sponsored by the Paul Stock Aquatic & Recreation Center, a Local Music Showcase providing local musicians an opportunity to perform on the band shell stage, Art in the Park with kids art demos, and the Cody Country Art League Trunk Sale where league members will sell original artwork from the trunks of their vehicles. Food and beverage vendors also will be available. (*Please see attached schedule of events for more information.*) City staff and festival organizers would like to close 9<sup>th</sup> Street between Sheridan and Beck Avenues to locate the Trunk Sale, food and beverage vendors, and other activities during the festival.

**FISCAL IMPACT**

At this time we do not have an accurate account of how many vendors/concessions will be participating at this summer's event. Concert Vendor Permits are available for \$25 (\$50 additional electricity fee) and many area businesses and organizations have expressed interest. Parks and Recreation Department staff will work closely with all vendors to insure they have all necessary permits, licenses and fees covered prior to the event.

Vendor Permits:	\$25/vendor
Streets Department overtime cost for closing 9 <sup>th</sup> Street:	\$123.90

**ALTERNATIVES**

1. Grant street closure for the Labor-Less Music Fest
2. Do not grant the request

**ATTACHMENTS**

3<sup>rd</sup> Annual Labor-Less Music Fest Schedule of Events

**AGENDA & SUMMARY REPORT TO:**

Rick Manchester; Parks, Recreation & Public Facilities Director

**AGENDA ITEM NO. \_\_\_\_\_**

# 3RD ANNUAL LABOR-LESS MUSIC FEST

## Schedule of Events

**City Park - Downtown Cody, Wyoming**

**FRIDAY, AUGUST 31**



**6-8 P ~ ONE TON PIG**

*\* Beer & wine sales by Park County Arts Council!*

*\* Food & drink vendors also on site!*

**SATURDAY, SEPTEMBER 1**

**10-11 A ~ ZUMBA ON THE LAWN**

**11:30 A-12:30 P ~ LOCAL MUSIC SHOWCASE**

**Noon-4 P ~ ART IN THE PARK**

- **Cody Country Art League Trunk Sale**
- **Kids Art Demos**

**LIVE MUSIC**



**1-3 P ~ THE FIREANTS**



**3:30-5:30 P ~ SCREEN DOOR PORCH**



**6-8 P ~ 10 FOOT TALL & 80 PROOF**

*\* Beer & wine sales by Park County Arts Council!*

*\* Food & drink vendors also on site!*

MEETING DATE: AUGUST 7, 2012

DEPARTMENT: RECREATION DEPT.

PREPARED BY: DOYLE STOUT

PRESENTED BY: DOYLE STOUT

## AGENDA ITEM SUMMARY REPORT

3<sup>rd</sup> Annual Labor-Less Music Fest Beer Sales at City Park - August 31 & September 1, 2012

### **ACTION TO BE TAKEN:**

Park County Arts Council would like permission from the Cody City Council to sell beer as a fundraiser during the 3<sup>rd</sup> Annual Labor-Less Music Fest on Friday, August 31<sup>st</sup> from 6 to 8 p.m. and Saturday, September 1<sup>st</sup>, from 3 to 8 p.m.

### **SUMMARY OF INFORMATION:**

This summer marks the 3<sup>rd</sup> Annual Labor-Less Music Fest (LLMF) – a free music festival in downtown City Park culminating the summer Concerts in the Park series. During the past two summers, attendance has steadily grown as word spreads about the event. This year organizers are expanding the festival to two days with one music concert on Friday evening, August 31<sup>st</sup>, and four performances on Saturday, September 1<sup>st</sup>. Additional weekend activities include Zumba on the Lawn sponsored by the Paul Stock Aquatic & Recreation Center, a Local Music Showcase providing local musicians an opportunity to perform on the band shell stage, Art in the Park with kids art demos, and the Cody Country Art League Trunk Sale where league members will sell original artwork from the trunks of their vehicles. Food and beverage vendors also will be available. *(Please see attached schedule of events for more information.)*

The Park County Arts Council (PCAC) has worked very closely with City staff and concert organizers, and is sponsoring one of the LLMF bands, The Fireants, for a total of \$1,700. The non-profit arts organization is seeking permission from Cody City Council to sell beer Friday evening (6 to 8 p.m.) and Saturday afternoon (3 to 8 p.m.) as a fundraiser. PCAC will utilize a pre-approved caterer – Michelle Prevost with Juniper Wine & Spirits – who will secure all necessary catering/alcohol permits with the City of Cody. PCAC will add the City of Cody as a rider on their liability insurance policy for the event.

In order to provide a safe, family-friendly community event at City Park and discourage any misuse of alcohol or underage drinking, the PCAC has agreed to follow certain parameters with their beer sales. *(Please see attached Labor-Less Music Fest Alcohol Safety Checklist.)* In the past PCAC has successfully and safely held similar alcohol sales as part of their concerts on Park County Complex grounds. Other events, such as the local Boot Scoot n Boogie in September, also have proven that community events can offer alcohol sales in a safe, family-friendly environment.

### **FISCAL IMPACT**

Catering Permit (Park County Arts Council):	\$50
Open Container Permit (Park County Arts Council):	\$10

### **ALTERNATIVES**

1. Grant alcohol permit to Park County Arts Council to sell beer Friday and Saturday at the Labor-Less Music Fest.
2. Grant the request with modifications.
3. Do not grant the request.

### **ATTACHMENTS**

3<sup>rd</sup> Annual Labor-Less Music Fest Schedule of Events  
Labor-Less Music Fest Alcohol Safety Checklist  
City Park Plot Plan with designated alcohol consumption area

### **AGENDA & SUMMARY REPORT TO:**

Rick Manchester; Parks, Recreation & Public Facilities Director

**AGENDA ITEM NO. \_\_\_\_\_**

## Labor-Less Music Fest Alcohol Safety Checklist

The Park County Arts Council (PCAC) is requesting to sell beer as a fundraiser for their organization during the 3<sup>rd</sup> Annual Labor-Less Music Fest on August 31 and September 1, 2012. This safety checklist is provided as a tool to reduce the harm associated with the misuse of alcohol and underage drinking in order to provide a safe, family-friendly community event at City Park in downtown Cody. Below are precautions the PCAC and City of Cody staff are willing to follow during this event.

- Ensure anyone purchasing alcohol is at least 21 years old. Any person wishing to purchase beer at the event must provide valid identification.
  - PCAC volunteers will ID all individuals wishing to purchase and/or drink alcohol and identify them with a stamp on their hand.
- Persons serving alcohol will be 21 years or older.
- Alcohol consumption will only be allowed in a designated area at City Park.
  - Area will be fenced off with the dispensing area in a discreet back corner of the park (see attached City Park Plot Plan).
- No person will be allowed to leave the event area with an open container of alcohol.
  - All beer dispensed by PCAC will be served in identifiable 12 oz cups of one certain color.
  - Security volunteers will patrol the perimeter of the designated area at City Park to insure no person leaves the area with alcohol.
- No person who is intoxicated will be served alcohol.
- Alcohol sales will be restricted to limited hours throughout the two-day event:
  - Friday, August 31: 6 to 8 p.m.
  - Saturday, September 1: 3 to 8 p.m.
    - Labor-Less Music Fest events will take place 10 a.m. to 8 p.m.
- Park County Arts Council also will offer non-alcoholic drinks. A variety of food and drink vendors also will be on site.
- Service will be limited to two drinks at a time to any one person.
- Responsible drinking signage (“Gotta DD”) will be displayed throughout the event area to discourage drinking and driving and underage drinking.
- City of Cody staff will meet with Park County Arts Council volunteers to explain recommendations and policies prior to the event.
- Staff and volunteers will contact Cody Police Department immediately if the following incidents should occur:
  - An underage person (under 21 years old) attempts to purchase or consume alcohol.
  - A physical fight, threatening behavior or other violence occurs at the event; this includes inside and outside event space.

MEETING DATE: AUGUST 7, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: JENNI ROSENCRANSE

PRESENTED BY: JENNI ROSENCRANSE

## **AGENDA ITEM SUMMARY REPORT**

### **Cody Senior Center Budget Request**

#### **ACTION TO BE TAKEN:**

The Cody Senior Center is requesting that the amount of money allocated for utilities and fuel in the FY 2012-2013 budget be increased by \$9,800 for a total of \$54,000 to account for higher utility costs and fuel prices.

#### **SUMMARY OF INFORMATION:**

In Fiscal Year 2011-2012 the City of Cody allocated \$45,000 to the Cody Senior Center through the Special Funding process. The money was contracted to be spent on utilities and fuel costs for the Center. In addition \$10,000 of the funds was to help pay for the Meals on Wheels program. The City of Cody sends a statement each month outlining the cost of utilities and fuel and how much of the funding has been allocated to those costs. At the end of the fiscal year, the balance of the utilities due to the City of Cody was \$9,782.94. The City of Cody contacted Jan Eldredge to let her know of the situation and then followed up with a letter and an invoice explaining the balance due and requesting payment. The Cody Senior Center Board President, Terry Hinkle has requested the City of Cody waive the utility balance due.

Mayor Brown, Leslie Brumage and I met with Terry Hinkle and Executive Director, Jan Eldredge on Thursday, July 26, 2012 to discuss this issue. We explained that the City of Cody could not waive the funds as it would be considered a gift and would be against the Wyoming Constitution. We discussed other alternatives to the prior fiscal year receivable and they agreed to approach another agency for possible funding of the unpaid utility balance. We also discussed their allocation for this fiscal year and they are concerned that they will have similar utility costs during Fiscal Year 12-13 and that they may be in a similar situation next year. Their request to the Council is to increase their allocation for FY 12-13 to ensure they have enough funds to cover the utility and fuel costs. Under the same circumstances as FY 11-12, they would need an additional \$9,800 making their total budget \$54,000. This would allocate \$10,000 for the Meals on Wheels Program and \$44,000 for utilities and fuel. This would continue to be allocated on a monthly basis through the Finance Director, and if utility and fuel costs were actually less than \$44,000 the remaining funds would not be spent and would remain with the City of Cody. We discussed some of the possible reasons for the increase in utilities and they will be researching and analyzing some of the possible reasons for the increase.

#### **FISCAL IMPACT**

The fiscal impact to the City of Cody would be an additional \$9,800 allocated to the Mayor and Council's Budget, increasing the General Fund expenditures. The options for where the money could come from include the following:

1. Unallocated cash reserves.
2. Transfer \$9,800 from the unallocated, but budgeted money in the Lodging Tax Fund to the General Fund, leaving a balance of \$8,250 in the Lodging Tax Contingency Fund.

#### **ALTERNATIVES**

1. Grant the request as presented.
2. Do not grant the request.

**AGENDA ITEM NO. \_\_\_\_\_**

**ATTACHMENTS**

Letter dated July 25, 2012 from Terry Hinkle and Jan Eldredge with attachments  
President's Report

**AGENDA & SUMMARY REPORT TO:**

Jan Eldredge  
Terry Hinkle



## President's Report

We have received information that the years ahead may be tough ones for senior centers across the state. We have heard that budget cuts may be very severe. From our own personal experience, we know that we must live within our means. Anticipating a significant reduction in income, coupled with the rising cost of fuel and food that we are already experiencing, will require us to implement cost-cutting measures to keep our whole operation afloat. We are all up to the task of tightening our belt buckles and doing what is necessary to keep the Cody Senior Center on an even keel.

The board and administration have looked at various aspects of our operation to see where we are losing money and how we can remedy the problem. It has come to our attention that the salad bar, which receives no grant funding whatsoever, has been a major source of the "red ink." Instead of eliminating the salad bar entirely, we are going to try to make it break even by implementing a new policy on a trial basis effective August 1<sup>st</sup>.

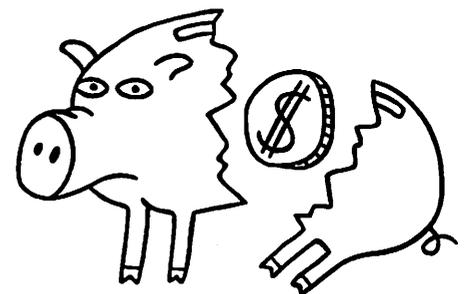
Here's how it will work: salad bar tickets will be purchased at the front desk at the cost of \$1 for seniors and \$2 for non-seniors. The ticket will be presented to the staff as the client goes through the kitchen serving line. A salad will then be handed to the client, who can obtain toppings in the dining area.

We hope that all of you will try to understand that this is the only way we can continue to provide this service to our clients. If this new policy doesn't work out, we may be forced to completely eliminate the salad option from our menu—an extreme measure that we would like to avoid if at all possible.

Please work with us as we try to find other ways to cut our food, utility and fuel costs. If you have any ideas that can help us to save money, please don't hesitate to mention them to any board members or to the director. If we all work together and have a positive attitude, we can implement these cost-cutting measures while retaining the high level of services that we currently provide. Thanks for your patience and understanding.

Sincerely,

Terry Hinkle





***Cody Council on Aging, Inc.***

613 16th Street  
Cody, Wyoming 82414  
587-6221

Board of Directors:

Terry Hinkle, President  
Marie Fontaine, Vice Pres.

Loretta Reavis, Treasurer  
Shirley Hawk, Secretary

Peggy Brenner  
Glenrose Lemburg

July 25, 2012

Mayor Nancy Tia Brown  
Cody City Council  
1338 Rumsey Avenue  
Cody, WY 82414

Dear Mayor and City Council Members,

The Cody Council on Aging appreciates the opportunity to appear before you on Tuesday, August 7. Attached is a report we have prepared that explains the budget issue that we would like to discuss with you.

Please review this information and feel free to call us with any questions or concerns you may have. Thank you very much for considering this matter.

Sincerely,

Terry Hinkle  
President

Jan Eldredge  
Executive Director

cc: Jenni Rosencranse  
Leslie Brumage

Attachment



**Cody Council on Aging, Inc.**

613 16th Street  
Cody, Wyoming 82414  
587-6221

**Board of Directors:**

Terry Hinkle, President  
Marie Fontaine, Vice Pres.

Loretta Reavis, Treasurer  
Shirley Hawk, Secretary

Peggy Brenner  
Glenrose Lemburg

**Cody Senior Center  
City of Cody FY 2011-2012 Allocation**

**Overview**

The City of Cody generously approved \$45,000 in utilities, fuel and Meals on Wheels funding for the Cody Senior Center for FY 2011-2012 (July of 2011 until June of 2012.) The \$45,000 was broken down in the following way: \$10,000 as a cash payment to cover the expanding costs of the Meals on Wheels program and \$35,000 as an in-kind allocation for utilities and fuel. (In the two previous fiscal years the City had allocated a total of \$40,000 for the CCOA, including a \$5,000 cash payment for the Meals on Wheels program.)

**Issue**

The \$35,000 in-kind allocation for utilities and fuel for FY 2011-2012 was insufficient to cover the actual costs of the center. Actual utility and fuel costs were \$28,716.69 and \$17,810.21, respectively, with an accrual adjustment of \$1,743.99. This means the Cody Senior Center has exceeded its fuel and utility in-kind allocation of \$35,000 by \$9,782.94, for which the City has billed the center. (Please see Attachment A-City of Cody invoice). The last time the Cody Senior Center experienced this type of overage was in 2007.

The CCOA believes that this shortfall is due to an increase in the number of client services provided and significant increases in utility and fuel costs. An examination of the actual utility and fuel usage pattern of the Cody Senior Center (Attachment B-report provided by the City) supports this explanation.

**Utility Usage**

In FY 2011-2012, the Center received \$28,716.69 in utility services compared to \$24,145.12 in the previous fiscal year. This represents an increase of 19% in utility

costs. Although the actual electric consumption for the Senior Center was down 1% from the previous fiscal year, the demand usage was up 22%. The water usage increased 5% over the previous year. Between July 2011 and January 2012, the Center paid \$11.00 per unit of demand electricity; beginning in February 2012, the demand rate increased by almost 35% to \$14.81 per unit of demand electricity. (For almost the entire previous fiscal year, the rate per unit of demand electricity was \$9.00.)

### Fuel Usage

Between FY 2011-2012 and the previous year, fuel costs rose 30% to \$17,810.24. In FY 2011-2012 the Center used 5,530 gallons of gas to provide 15,707 rides to clients. In the previous fiscal year, the Center used 4,925 gallons to provide 14,440 rides. The Center experienced a 9% increase in riders during this time. Additionally, the average price per gallon during the 2011-2012 FY rose to \$3.22 per gallon, a 15% increase over the previous fiscal year when it was \$2.79 per gallon.

### Summary & Relief Requested

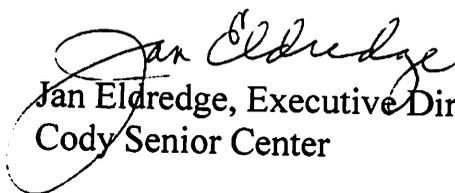
The Cody Council on Aging is a non-profit entity which relies entirely on funding from federal, state and local government, in addition to private donations. The \$9,782.94 overage was not included in our 2011-2012 budget and we do not have the ability to absorb this type of unanticipated cost.

The City of Cody has always generously supported the Cody Senior Center over the years. The Center is currently implementing cost-savings measures that will hopefully prevent this type of problem in the future. We believe that, while regrettable, this issue arose because of the increase in services provided to clients and the unavoidable increase in utility and fuel costs. The Cody Senior Center respectfully requests that the City of Cody please waive the outstanding debt of \$9,782.94.

Respectfully submitted,



Terry Hinkle, President  
Cody Council on Aging, Inc. Board



Jan Eldredge, Executive Director  
Cody Senior Center

Attachments A, B & C

CITY OF CODY  
1338 RUMSEY AVE  
PO BOX 2200  
CODY WY 82414  
Phone: 307-527-7511 Fax:

*Council*

INVOICE

Date	Number	Page
06/30/2012	13641	1

Bill To: CODY COUNCIL ON AGING  
613 16TH STREET  
CODY WY 82414

Customer No. 1827

Contact:

Due Date: 07/30/2012

Quantity	Description	Unit Price	Net Amount
1	FY11-12 FUEL & UTILITIES OVERAGE	9,782.94	9,782.94

Balance Due 9,782.94

When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call an Administrative Services representative at 307-527-7511

Any charges which are not paid by the due date shown shall be subject to a charge of 1.5% per month

To ensure proper credit to your account, detach this section and return it with your payment

City of Cody  
PO Box 2200  
Cody, WY 82414

Customer No. 1827

Invoice No. 13641

Amount Due 9,782.94

check payable to the City of Cody

*ATT. A*

Cost Comparison

	Meals on Wheels	Utilities	Fuel	Accrual Adjustment	Total	Approved Funding	Difference
FY11-12	\$ 10,000.00	\$ 28,716.69	\$ 17,810.24	\$ (1,743.99)	\$ 54,782.94	\$ 45,000.00	\$ (9,782.94)
FY10-11	\$ 5,000.00	\$ 24,145.12	\$ 13,733.27	\$ (3,331.00)	\$ 39,547.39	\$ 40,000.00	\$ 452.61
FY09-10	\$ 5,000.00	\$ 21,347.63	\$ 11,035.32	\$ 1,585.01	\$ 38,967.96	\$ 40,000.00	\$ 1,032.04

Utility Usage Comparison

	Electric	Demand	Water
FY11-12	206,660	1,255.80	237
FY10-11	209,408	1,031.00	225
FY09-10	199,805	971.81	188

Fuel Usage Comparison

	Gallons
FY11-12	5,530
FY10-11	4,925
FY09-10	4,800

ATT · B

Cody Senior Center  
 Transportation Report  
 FY 11-12 vs 10-11

DATE	RIDES
<b>FY 2010-2011</b>	
Jul-10	1077
Aug-10	1229
Sep-10	1263
Oct-10	1088
Nov-10	1105
Dec-10	1011.5
Jan-11	1224.5
Feb-11	1199.5
Mar-11	1404.5
Apr-11	1244.5
May-11	1251.5
Jun-11	1342
<b>TOTAL</b>	<b>14440</b>
<b>FY 2011-2012</b>	
Jul-11	1170.5
Aug-11	1315
Sep-11	1315
Oct-11	1311
Nov-11	1231.5
Dec-11	1115.5
Jan-12	1254
Feb-12	1349
Mar-12	1510
Apr-12	1447
May-12	1387.5
Jun-12	1301
<b>TOTAL</b>	<b>15707</b>

**9% INCREASE IN RIDERSHIP**

*ATT C*

**ORDINANCE 2012-14**

**AN ORDINANCE REZONING A TRACT OF LAND CONSISTING OF LOTS 24, 25 AND THE WEST 12 ½ FEET OF LOT 26 OF BROWN’S 2<sup>ND</sup> ADDITION (AKA 702 AND 708 PLATINUM AVENUE) LOCATED WITHIN CITY OF CODY, PARK COUNTY, WYOMING FROM THE RESIDENTIAL “B” ZONING DISTRICT TO THE GENERAL BUSINESS “D-2” ZONING DISTRICT.**

WHEREAS, said tract being more particularly described as follows:

Lots 24, 25 and the West 12 ½ feet of Lot 26 of Brown’s 2<sup>nd</sup> addition within the city of Cody, according to the plat recorded in Book “C” of Plats, Page 7, Park County, Wyoming.

WHEREAS, Gee Properties, LLC, as owner of the property, has requested a zone change for their property located at 702 and 708 Platinum Avenue, as described above, from a Residential “B” Zoning district to a General Business “D-2” Zoning District.

WHEREAS, Gee Properties, LLC, has provided a Development Agreement and Restrictive Covenant that limits use of the property to professional office, and building height and percent of lot area covered by buildings to the same standards as the Residential “B” zone, as further described in the agreement, which agreement is attached as Exhibit A, and which shall be recorded with the Park County Clerk and Recorder; and

WHEREAS following a public hearing held by the City Council on June 19, 2012 at 7:00 PM, the City Council has determined that it is in the best interest of the public to rezone the property.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING:

1. That the following described property situated in the City of Cody, Park County, Wyoming, shall be and the same is hereby rezoned to a General Business “D-2” District, to-wit:

Lots 24, 25 and the West 12 ½ feet of Lot 26 of Brown’s 2<sup>nd</sup> addition within the city of Cody, according to the plat recorded in Book “C” of Plats, Page 7, Park County, Wyoming.

2. That the official zoning map of the City of Cody shall be amended to show the foregoing zone change.
3. That the Mayor and Gee Properties, LLC execute the development agreement provided by Gee Properties, LLC, and Gee Properties, LLC shall cause the same to be recorded with the Park County Clerk and Recorder.
4. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: Lypg"4: .4234 \_\_\_\_\_

PASSED ON SECOND READING: Lwn{"39."4234 \_\_\_\_\_

PASSED, ADOPTED AND APPROVED ON THIRD AND FINAL READING: \_\_\_\_\_

\_\_\_\_\_  
Nancy Tia Brown, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Baker

Acting Administrative Services Director

MEETING DATE: AUGUST 7, 2012  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: LESLIE BRUMAGE, FINANCE  
OFFICER  
PRESENTED BY: LESLIE BRUMAGE, FINANCE  
OFFICER

## AGENDA ITEM SUMMARY REPORT

### Resolution 2012-20 Budget Amendment

#### ACTION TO BE TAKEN:

Approve the resolution amending the FY12-13 budget.

#### SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY12-13 on June 19, 2012. Per State Statute, budgets may be amended through Resolution by the City Council.

This request includes the following:

1. Investigative training in the Police Department in the amount of \$722  
In FY11-12 the City received reimbursements for Drug Recognition Expert training in Laramie and Hazardous Materials Technician Training in Riverton. The reimbursements received totaled \$721.87. The Police Department is requesting to allocate those reimbursements to pay for a Practical Homicide Investigation training course in preparation for the upcoming Myron Friday trial.
2. Transformer for the Cody Labs project in the amount of \$25,245  
The City recently received notice from Cody Labs that they are ready to proceed with their electrical service upgrade. Because we did not know if this project would move forward until now funds for the transformer were not budgeted. This amendment request includes offsetting revenue since the City will receive a reimbursement from the customer for this cost so there will be a zero net effect.
3. Purchase of Parks equipment in the amount of \$5,350  
The Parks Department had budgeted for a walk behind aerator in FY11-12. They were not able to complete the purchase because the equipment had been sold so a redirection of funds for different equipment was approved by the Council. This request is to carry over the unused funds from the aerator to be used for new equipment as outlined in the attached memo.

**AGENDA ITEM NO. \_\_\_\_\_**

## **FISCAL IMPACT**

General Fund expenditures would increase \$6,072 and unallocated cash reserves would be used. The Electric Fund expenditures would increase \$25,245 with offsetting revenue in the same amount so the net effect to cash would be zero.

## **ALTERNATIVES**

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

## **ATTACHMENTS**

1. Resolution 2012-20
2. Memo from Rick Manchester

## **AGENDA & SUMMARY REPORT TO:**

1. None



MEETING DATE: AUGUST 7, 2012  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: LESLIE BRUMAGE, FINANCE  
OFFICER  
PRESENTED BY: LESLIE BRUMAGE, FINANCE  
OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Resolution 2012-21 Budget Amendment**

#### **ACTION TO BE TAKEN:**

Approve the resolution amending the FY12-13 budget.

#### **SUMMARY OF INFORMATION:**

The City of Cody adopted the budget for FY12-13 on June 19, 2012. Per State Statute, budgets may be amended through Resolution by the City Council.

Several projects and planned purchases included in the FY11-12 budget were not completed or the materials were ordered but not received by the end of the fiscal year. This request is to carry over the budgeted amounts into FY12-13. These projects include:

- Beck Lake Trail & Trail Repairs
- City Park Improvements – timbers & flowerbeds
- Ted Ebert Park Shelter
- Dog Park
- Rec Center Washing Machine
- Recycling Center Building
- Spirit Mountain Subdivision Waterline
- Uniforms – Electric Department
- Rocky Mountain Power 2AB Project Separation Costs

Also included in this request is a carry over for \$12,919 for the Veteran's Memorial Park Freedom Monument grant and a reduction of revenue for the Streetscape grant. The City has been notified by the State that the unused portion of the Veterans Park grant must be returned to the State. The Streetscape grant revenue and expenditures budgets for FY12-13 are being reduced by \$1,600 and \$1,759 respectively because we received and expended more in FY11-12 than originally projected.

#### **FISCAL IMPACT**

These costs were already budgeted in FY11-12 and since the funds were not spent the money went back into the unallocated cash reserves. By approving this resolution the Council would reallocate \$170,570 from the cash reserves to these projects from the following funds:

**AGENDA ITEM NO. \_\_\_\_\_**

General Fund	\$11,200
Public Improvements Fund	\$34,987
Solid Waste Fund	\$20,000
Water Fund	\$96,527
Electric Fund	\$7,856

**ALTERNATIVES**

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

**ATTACHMENTS**

1. Resolution 2012-21

**AGENDA & SUMMARY REPORT TO:**

1. None



## Cody Parks, Recreation and Public Facilities

1402 Heart Mountain Street

PO Box 2200

Cody WY 82414

Phone (307) 587-0400

Fax (307) 587-2565

[www.cityofcody-wy.com](http://www.cityofcody-wy.com)

For Your Information

Action Necessary

Response Requested

### MEMO—12-062

Date: July 31, 2012

To: Jenni Rosencranse, City Administrator

From: Rick Manchester, Director  
Parks Recreation and Public Facilities

Subject: Park Machinery & Equipment 10-410-5435, Redirect Funds

CC: Ryan Selk, Parks & Pathways Supervisor

During the Council Work Session on March 29<sup>th</sup>, 2012 staff requested that we be able to redirect the use of funds for parks maintenance equipment that is different than originally approved.

Originally the City budgeted to purchase a used walk behind aerator (\$8,000.) Two things happened; the used aerator sold and we found another option to rent the equipment when we needed it.

Then we requested and the Council approved using the budgeted funds for a different use than what was originally approved by City Council. It was still maintenance equipment but not an aerator. This is the list of items approved to be purchased.

Backpack blower	FY11/12	\$500
Truck Radios	FY 11/12	\$2,000
Walk behind brush hog	FY 11/12	\$3,500
2—Walk behind fertilizer spreaders	FY 11/12	\$1,000
2—Backpack Sprayers	FY 11/12	\$600
Original Budget amount is \$8,000	NEW TOTAL	\$7,600

As Ryan has now worked a full year as the Parks and Pathways Supervisor he has new insights to the equipment needs of the parks department. We would like to modify the request we made in March 2012.

- We would like to carryover funds of \$5,350.
- FY 11/12 the parks division purchased only one walk behind fertilizer spreader instead of two. One spreader was found to be sufficient.
- The parks division purchased two backpack sprayers during FY 11/12.
- The walk behind brush hog would not be utilized as much as a slide-in weed sprayer and fork lift attachment.
- The backpack blower (\$500) was approved FY 11/12, but determined that it could be purchased as part of the mosquito grant.
- The new request for FY 12/13 is still under budget, but the equipment is different than our original request. (See below)

ITEM	BUDGET YEAR	BUDGET AMOUNT
Fork lift forks for Park's Bobcat	FY 11/12	\$850
Slide-In Weed Sprayer for Gator	FY 11/12	\$2,500
Truck Radios	FY 11/12	\$2,000
	NEW TOTAL	\$5,350

**RESOLUTION 2012-21**

**A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013**

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2012-2013 was duly adopted by the City of Cody with Ordinance No 2012-13 on June 19, 2012 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):

<b>Dept</b>	<b>Project</b>	<b>Purpose</b>	<b>Amount</b>
Public Improvements	Capital Projects	Sheridan Ave Streetscape Grant	(\$1,600)
Total Revenue Amendments			(1,600)

Authorized Appropriation(s):

<b>Dept</b>	<b>Account</b>	<b>Purpose</b>	<b>Amount</b>
Parks	Capital Projects	Trail Systems	\$7,500
Parks	Capital Projects	Timbers/Flower Bed Replacements	\$3,000
Public Facilities	Capital Projects	Rec Center Washing Machine	\$700
Public Improvements	Capital Projects	Ted Ebert Shelter	\$6,219
Public Improvements	Capital Projects	Dog Park	\$7,437
Public Improvements	Veterans Memorial	Return unused grant funds	\$12,919
Public Improvements	Capital Projects	Sheridan Ave Streetscape Grant	(\$1,759)
Public Improvements	Capital Projects	Bob Moore Parking Lot	\$10,171
Solid Waste	Capital Projects	Recycling Center Building	\$20,000
Water	Capital Projects	Spirit Mountain Waterline Project	\$96,527
Electric	Uniforms	Uniforms	\$1,416
Electric	Capital Projects	2AB Electrical Project	\$5,000
Electric	System Maintenance	Maintenance Supplies	\$1,440
Total Expenditure Amendments			\$170,570

PASSED, APPROVED AND ADOPTED THE 7<sup>th</sup> OF AUGUST 2012

\_\_\_\_\_  
Nancy Tia Brown, Mayor

Attest:

\_\_\_\_\_  
Cynthia Baker, Administrative Services Officer