

City of Cody City Council

AGENDA

Tuesday, August 21, 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

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

1. Consent Calendar

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

- a. Approval of Minutes: Special Meeting Minutes on 8/2/12 and Regular Meeting Minutes on 8/7/2012.
- b. Approval of vouchers and payroll in the amount of \$1,731,962.42.
- c. Consider a request from Kathy Thompson, Cody Chamber of Commerce, for an open container permit in the courtyard area on September 17th for the volunteer appreciation and training for the 2012 Buffalo Bill Art Show.
- d. Authorize the Mayor to enter into a project and contingency agreement between the City of Cody, and the Cody Stampede Board, as it relates to the Wyoming Business Council Community Readiness Grant and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney.
- e. Authorize the Mayor to enter into a project and contingency agreement between the City of Cody, Forward Cody and Wyoming Authentic Products, LLC, as it relates to the Wyoming Business Council Business Ready Communities Business Committed Grant and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney.

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

3. Public Hearing

4. Conduct of Business

- a. Consider adopting the City of Cody Capital Infrastructure Project Priority List contingent upon the voters passing the one percent excise tax for infrastructure improvements.
- b. **RESOLUTION 2012-23**

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

Staff Reference: Leslie Brumage, Finance Officer

c. RESOLUTION 2012-19

**A RESOLUTION ESTABLISHING A CANCELLATION POLICY FOR
RECREATION CENTER MEMBERSHIP.**

Staff Reference: Rick Manchester, Parks, Public Facilities and
Recreation Supervisor

5. Tabled Items
6. Matters from Staff Members
7. Matters from Council Members
8. Adjournment

Upcoming Meetings

Special City Council Meeting: Thursday, August 30, 2012 @ 4:15 p.m. – Council Chambers
Regular City Council Meeting: Tuesday, September 4, 2012 @ 7:00 p.m. – Council Chambers

City of Cody
Council Proceedings
Thursday, August 2, 2012

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, August 2, 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 4:18 p.m.

Ryan Selk, Parks Superintendent and George Menig, Assistant Police Chief provided the Governing Body with background information on the vandalism at Mentock Park. Staff was directed to close the skate park area, with fencing materials and post signs indicating closed due to excessive littering, vandalism to skate park and surrounding areas until further notice. The signs should provide direction to report vandalism. Staff will follow up on Council recommendation for possible trespass of violators.

Jenni Rosencranse, City Administrator, provided the Governing Body information regarding a citizen's interest in the City celebrating the diversity of foreign workers in Cody. Discussion revolved around making an extra effort to invite foreign workers in Cody to the Ice Cream Social through the businesses that they are employed by. The Mayor will acknowledge Cody's diverse work force during her public address at the social. No action was taken.

The Governing Body was provided information as it pertains to camping on public streets and public areas. Council was not interested in pursuing an ordinance regarding this matter at this time. Staff was encouraged to refer calls and complaints to the 24 hour parking ordinance and other restrictions that currently apply to these situations. No action was taken.

The Governing Body reviewed the Council Agenda for August 7, 2012. No action was taken.

There being no further discussion, the meeting adjourned at 6:21p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, August 7, 2012**

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

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

Absent: None

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

Council Member Miller made a motion seconded by Council Member Fritz to approve the agenda.

Mayor Brown read the Proclamation to proclaim August 8, 2012 as Serving from the Heart for our Veterans Day.

Mayor Brown presented Community Hero Awards to Meredith and Chriss Peart, Paul Clymer, Diane Russell and the late Gordon Russell, and Gary Smith (not present), for their efforts in creating the Wyoming Vietnam Veteran's Memorial; Paul Rodriguez, for his efforts in the Korean War Memorial in the State of Wyoming Veteran's Memorial Park; Chuck Eicher (Tim Good accepted on behalf of the late Chuck Eicher), for his efforts on the Korean War Memorial and WWII Memorial in the State of Wyoming Veteran's Memorial Park; Gary Troxel (not present) for his efforts on the Korean War Memorial in the State of Wyoming Veteran's Memorial Park.

Council Member Miller made a motion seconded by Council Member Anderson to approve the Consent Calendar including approval of Special Meeting Minutes from 7/12/12, and 7/13/12 and Regular Meeting Minutes from 7/17/2012, approval of vouchers and payroll in the amount of \$878,853.13, 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, 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, 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, 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, authorize the Mayor to sign a public comment letter with regard to the Yellowstone Winter Use Plan, approve the preliminary plat for the Zoe Addition Minor Subdivision, with the noted variances and conditions, 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, approve the uncollectible account write offs in the amount of \$54,136.19, authorize the 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, and authorize 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. Vote was unanimous.

Mayor Brown began the public hearing at 7:30 pm to determine if it is in the public interest to issue a Microbrewery Permit to Roadgrill LLC dba Geyser Brewing Company located at 525 W Yellowstone Ave. Sara Wead, Assistant Administrative Services Officer provided the background information regarding the application. After calling for public comment three times and there being none, Mayor Brown closed the public hearing at 7:33pm.

Council Member Edwards made a motion seconded by Council Member Cloud to approve issuing a Microbrewery Permit to Roadgrill LLC dba Geyser Brewing Company located at 525 W Yellowstone Ave., contingent up on receiving proof of issuance of a Federal Brewery permit. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Edwards to appoint 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. Vote was unanimous.

Council Member Cloud made a motion seconded by Council Member Anderson to approve a request from City of Cody Parks & Recreation staff to close 9th Street between Sheridan and Beck Avenues on Saturday, September 1st from 9:30 a.m. to 8:30 p.m. during the 3rd Annual Labor-Less Music Festival to locate the Trunk Sale, food and beverage vendors and other activities. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Fritz to approve 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 3rd Annual Labor-Less Music Fest on Friday, August 31st from 6 to 8 p.m. and Saturday, September 1st from 3 to 8 p.m. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Cloud to approve a request from the Cody Senior Center to increase the FY 2012-2013 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 and to fund the request from the lodging tax fund. Vote was unanimous.

ORDINANCE 2012-14 3rd 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 2ND 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 pass Ordinance 2012-14 on third and final reading. Voting in favor were Council Members Anderson, Cloud, Miller, Wolz, Edwards and Mayor Brown. Voting opposed was Council Member Fritz. Motion carried.

RESOLUTION 2012-20
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.

Council Member Cloud made a motion seconded by Council Member Fritz to pass Resolution 2012-20 as amended. Vote was unanimous.

RESOLUTION 2012-21
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.

Council Member Fritz made a motion seconded by Council Member Cloud to pass Resolution 2012-21 as amended. Vote was unanimous

Steve Payne, Public Works Director reminded the public that the City of Cody is currently chip sealing roads and asked for peoples assistance in moving their vehicles during this process.

There being no further business, Mayor Brown adjourned the meeting at 8:29pm.

Sara Wead
Assistant Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	080612	PREMIUM	08/06/2012	384.00	384.00	08/06/2012	
Total 125412:				384.00	384.00		
A & I DISTRIBUTORS							
127557							
	2209036	OIL, HYDRAULIC	07/31/2012	410.85	410.85	08/22/2012	HYD. 46
Total 127557:				410.85	410.85		
A-1 ELECTRIC							
200							
	02670	N LIFT STATION SCADA	07/31/2012	413.00	413.00	08/22/2012	
	02671	N LIFT STATION GRINDER	07/31/2012	482.24	482.24	08/22/2012	
	02672	REPAIR FLAG POLE LIGHT - CI	07/31/2012	62.00	62.00	08/22/2012	
	02673	AERATOR REPAIR	07/31/2012	210.50	210.50	08/22/2012	
Total 200:				1,167.74	1,167.74		
ACE HARDWARE							
2390							
	15724	RENT PUMP	08/06/2012	30.80	30.80	08/22/2012	
	236187	SPIRIT MTN WATER	07/02/2012	36.29	36.29	08/22/2012	
	236460	BROOM / KNEE PADS	07/06/2012	22.48	22.48	08/22/2012	
	237564	KEY	07/19/2012	2.49	2.49	08/22/2012	
	237581	IRRIGATION REPAIRS	07/19/2012	7.39	7.39	08/22/2012	
	237919	SHOVEL	07/24/2012	6.49	6.49	08/22/2012	
	238036	CULTIVATOR	07/25/2012	17.49	17.49	08/22/2012	
	238125	PAINT PARK FACILITIES	07/26/2012	6.45	6.45	08/22/2012	
	238197	CLEANING WEEK	07/27/2012	6.23	6.23	08/22/2012	
	238208	IRRIGATION REPAIRS	07/27/2012	1.83	1.83	08/22/2012	
	238214	PAINT - PARK SIGNS	07/27/2012	5.79	5.79	08/22/2012	
	238233	PAINT BATHROOMS	07/27/2012	9.76	9.76	08/22/2012	
	238281	WATER TRUCK SUPPLIES	07/28/2012	8.49	8.49	08/22/2012	
	238364	SUPPLIES	07/30/2012	38.04	38.04	08/22/2012	
	238369	PAINT PARK FACILITIES	07/30/2012	4.49	4.49	08/22/2012	
	238370	PAINT PARK FACILITIES	07/30/2012	1.49	1.49	08/22/2012	
	238430	SUPPLIES	07/31/2012	23.66	23.66	08/22/2012	
	238448	SUPPLIES	07/31/2012	10.99	10.99	08/22/2012	
	238537	WEED MAT	08/01/2012	29.99	29.99	08/22/2012	
	238574	PAINT PARK FACILITIES	08/01/2012	4.49	4.49	08/22/2012	
	238595	REC CENTER CLEANING WEEK	08/01/2012	83.03	83.03	08/22/2012	
	238601	REC CENTER CLEANING WEEK	08/01/2012	59.90	59.90	08/22/2012	
	238629	REC CENTER CLEANING WEEK	08/01/2012	14.14	14.14	08/22/2012	
	238643	SHOP SUPPLIES	08/02/2012	16.36	16.36	08/22/2012	
	238657	IMPACT WRENCH	08/02/2012	179.99	179.99	08/22/2012	
	238663	SHOP SUPPLIES	08/02/2012	5.79	5.79	08/22/2012	
	238673	TRIMMER LINE	08/02/2012	36.99	36.99	08/22/2012	
	238685	PARK SUPPLIES	08/02/2012	53.97	53.97	08/22/2012	
	238724	REC CENTER CLEANING WEEK	08/02/2012	17.97-	17.97-	08/22/2012	
	238728	SUPPLIES	08/02/2012	11.98	11.98	08/22/2012	
	238761	STARTER ROPE - BOAT MOTO	08/03/2012	6.49	6.49	08/22/2012	
	238773	MEMORIAL FLAG POLE KEYS	08/03/2012	5.96	5.96	08/22/2012	
	238816	CREDIT ON RETURN	08/03/2012	2.00-	2.00-	08/22/2012	
	238827	SUPPLIES	08/03/2012	10.64	10.64	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	238851	REC CENTER CLEANING WEEK	08/03/2012	23.98	23.98	08/22/2012	
	238938	SUPPLIES	08/06/2012	16.48	16.48	08/22/2012	
	238951	CLEANING WEEK	08/06/2012	201.40	201.40	08/22/2012	
	238962	PAINT SUPPLIES	08/06/2012	41.50	41.50	08/22/2012	
	239002	AERATOR REPAIR	08/06/2012	2.79	2.79	08/22/2012	
	239047	CLEANING WEEK	08/07/2012	115.59	115.59	08/22/2012	
	239054	IRRIGATION SUPPLIES	08/07/2012	4.44	4.44	08/22/2012	
	239069	SPRINKLER REPAIRS	08/07/2012	19.66	19.66	08/22/2012	
	239097	SUPPLIES	08/07/2012	1.01	1.01	08/22/2012	
	239098	PAINT PARK RESTROOMS	08/07/2012	30.23	30.23	08/22/2012	
	239164	PAINT	08/08/2012	16.49	16.49	08/22/2012	
	239282	SUPPLIES	08/09/2012	29.98	29.98	08/22/2012	
	239338	MATERIALS & SUPPLIES	08/09/2012	10.68	10.68	08/22/2012	
	239382	BOLTS	08/10/2012	10.80	10.80	08/22/2012	
	239390	MAINT. SUPPLIES	08/10/2012	20.98	20.98	08/22/2012	
Total 2390:				1,286.41	1,286.41		
ALBINA FUEL							
126559							
	0218654-IN	SOLVENT - CHIP SEALING	07/31/2012	950.00	950.00	08/22/2012	
Total 126559:				950.00	950.00		
ALCOPRO							
435							
	0160084-IN	REPAIR 2 ALCO SENSORS	07/30/2012	541.50	541.50	08/22/2012	
Total 435:				541.50	541.50		
ALSCO							
126551							
	852665	TOWELS	07/30/2012	46.58	46.58	08/22/2012	
	853085	RUGS - CITY HALL	07/31/2012	48.69	48.69	08/22/2012	
	854518	TOWELS	08/06/2012	46.58	46.58	08/22/2012	
Total 126551:				141.85	141.85		
ALTEC INDUSTRIES							
515							
	9943435	EQUIPMENT REPAIR	07/23/2012	633.77	633.77	08/22/2012	
	9943435FRT	FREIGHT	07/23/2012	51.59	51.59	08/22/2012	
Total 515:				685.36	685.36		
AMERICAN FAMILY LIFE ASSUR							
550							
	080612	AFLAC PREMIUM	08/06/2012	2,434.84	2,434.84	08/06/2012	
Total 550:				2,434.84	2,434.84		
AMERICAN WELDING & GAS, INC.							
128592							
	01842532	CO2	07/30/2012	154.67	154.67	08/22/2012	
	01847131	CYLINDER RENTAL	07/31/2012	32.55	32.55	08/22/2012	
	01847132	CO2	07/31/2012	162.75	162.75	08/22/2012	
	01847133	SUPPLIES	07/31/2012	54.25	54.25	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	01847134	WATER REPAIRS	07/31/2012	42.35	42.35	08/22/2012	
	01861611	CO2	08/03/2012	34.44	34.44	08/22/2012	
Total 128592:				481.01	481.01		
AMERI-TECH EQUIPMENT							
123053							
	10150	3 YD DUMPSTERS	08/03/2012	12,120.00	12,120.00	08/22/2012	1001-SW
	10150	SHIPPING	08/03/2012	1,400.00	1,400.00	08/22/2012	
Total 123053:				13,520.00	13,520.00		
BANK OF AMERICA FIELD SERVICES							
129478							
	10209017	REFUND UTILITY BALANCE	08/10/2012	34.86	34.86	08/22/2012	
Total 129478:				34.86	34.86		
BARRUS, TUNEY							
129302							
	17971310	REFUND UTILITY DEPOSIT	08/09/2012	15.97	15.97	08/22/2012	
Total 129302:				15.97	15.97		
BASSETT, JOSH							
129450							
	080812	ADULT SOFTBALL UMPIRE	08/08/2012	18.00	18.00	08/22/2012	
Total 129450:				18.00	18.00		
BEAR CO, INC							
1010							
	166568	TIRE - PARKS DEPT	07/17/2012	109.00	109.00	08/22/2012	
	166599	TIRES - C01	07/18/2012	762.58	762.58	08/22/2012	
	166664	TIRES - C06	07/20/2012	1,509.84	1,509.84	08/22/2012	
	166779	FLAT REPAIR - PARKS	07/24/2012	15.00	15.00	08/22/2012	
	166785	BACKHOE FLAT TIRE REPAIR	07/24/2012	249.00	249.00	08/22/2012	
Total 1010:				2,645.42	2,645.42		
BIG HORN CINEMAS INC							
1125							
	080812	FRIDAY AT THE MOVIES	08/08/2012	3,264.00	3,264.00	08/22/2012	
Total 1125:				3,264.00	3,264.00		
BIG HORN GLASS							
1160							
	32770	MIRROR RECYCLE CENTER	07/16/2012	41.00	41.00	08/22/2012	
Total 1160:				41.00	41.00		
BIG HORN PAINT							
1180							
	0055372	PAINT	08/03/2012	27.19	27.19	08/22/2012	
	0055433	BUILDING MAINT.	08/09/2012	135.96	135.96	08/22/2012	
	0056494	PAINT	07/05/2012	14.39	14.39	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1180:				177.54	177.54		
BIG HORN WHOLESALE							
1210							
	3838	SUPPLIES	07/26/2012	84.14	84.14	08/22/2012	
	3888	COFFEE	07/30/2012	43.72	43.72	08/22/2012	
	3966	SUPPLIES	08/02/2012	695.30	695.30	08/22/2012	
	4027	SUPPLIES - PARK BATHROOMS	08/06/2012	133.28	133.28	08/22/2012	
Total 1210:				956.44	956.44		
BILLINGS CONSTRUCTION							
1240							
	4764	Sign Post 2 x 10	07/25/2012	325.00	325.00	08/22/2012	SP2X10
	4764	Sign Post 2 x 12	07/25/2012	234.00	234.00	08/22/2012	SP2X12
Total 1240:				559.00	559.00		
BLOEDORN LUMBER							
1590							
	672320	SHOP SUPPLIES	08/06/2012	.99	.99	08/22/2012	
	PU ORD 65246	PAINT PARK RESTROOMS	07/30/2012	16.35	16.35	08/22/2012	
Total 1590:				17.34	17.34		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	13835	ROCK BUCKET	08/06/2012	1,560.00	1,560.00	08/22/2012	
Total 128623:				1,560.00	1,560.00		
BRESNAN COMMUNICATIONS							
123538							
	080212-EL	INTERNET - EL SHOP	08/02/2012	153.10	153.10	08/22/2012	
	080412-PD	INTERNET - PD	08/04/2012	68.10	68.10	08/22/2012	
Total 123538:				221.20	221.20		
BRUCO INC							
1550							
	303070	SUPPLIES	07/31/2012	581.96	581.96	08/22/2012	
	303171	SUPPLIES	08/03/2012	296.55	296.55	08/22/2012	
	303240	SUPPLIES - CREDIT	08/03/2012	142.17-	142.17-	08/22/2012	
Total 1550:				736.34	736.34		
BURLINGAME, SCOTT							
128683							
	080612	REIMBURSE FOR UNIFORMS	08/06/2012	91.82	91.82	08/22/2012	
	080612	REIMBURSE FOR UNIFORMS	08/06/2012	111.00	111.00	08/22/2012	
Total 128683:				202.82	202.82		
BURNS, GARY							
129467							
	11146043	REFUND UTILITY DEPOSIT	08/02/2012	65.03	65.03	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129467:				65.03	65.03		
C & C WELDING							
1690							
	15085	IRON	07/09/2012	5.04	5.04	08/22/2012	
	15165	RECYCLE CENTER	07/26/2012	1,943.93	1,943.93	08/22/2012	
	15185	EQUIPMENT MAINT.	08/01/2012	48.12	48.12	08/22/2012	
	15196	AERATOR REPAIR	08/02/2012	176.75	176.75	08/22/2012	
Total 1690:				2,173.84	2,173.84		
CARQUEST AUTO PARTS							
10200							
	2874-197578	FORM A GASKET	07/02/2012	7.76	7.76	08/22/2012	
	2874-19851	REPAIR PARTS	07/10/2012	19.38	19.38	08/22/2012	
	2874-198738	JACK STANDS	07/16/2012	54.40	54.40	08/22/2012	
	2874-198857	REPAIR PARTS	07/17/2012	34.50	34.50	08/22/2012	
	2874-198863	CREDIT REPAIR PARTS	07/17/2012	24.40-	24.40-	08/22/2012	
	2874-199009	REPAIR PARTS	07/18/2012	29.80	29.80	08/22/2012	
	2874-199041	REPAIR PARTS	07/19/2012	4.44	4.44	08/22/2012	
	2874-199178	REPAIR PARTS	07/20/2012	109.39	109.39	08/22/2012	
	2874-199181	CREDIT REPAIR PARTS	07/20/2012	17.00-	17.00-	08/22/2012	
	2874-199367	REPAIR PARTS	07/23/2012	4.44	4.44	08/22/2012	
	2874-199375	REPAIR PARTS	07/23/2012	2.37	2.37	08/22/2012	
	2874-199376	CREDIT REPAIR PARTS	07/23/2012	4.44-	4.44-	08/22/2012	
	2874-199411	REPAIR PARTS	07/23/2012	2.59	2.59	08/22/2012	
	2874-199696	REPAIR PARTS	07/25/2012	20.98	20.98	08/22/2012	
	2874-200021	FORM A GASKET	07/30/2012	6.43	6.43	08/22/2012	
	2874-200195	REPAIR PARTS	07/31/2012	17.76	17.76	08/22/2012	
	2874-200201	REPAIR PARTS	07/31/2012	2.19	2.19	08/22/2012	
	2874-20021	REPAIR PARTS	07/31/2012	4.15	4.15	08/22/2012	
Total 10200:				274.74	274.74		
CASELLE INC							
1930							
	43666	CASELLE MAINTENANCE AGRE	08/01/2012	4,509.00	4,509.00	08/22/2012	
Total 1930:				4,509.00	4,509.00		
CENTURY LINK							
10091							
	080112	PHONE CHARGES	08/01/2012	1,169.01	1,169.01	08/22/2012	
Total 10091:				1,169.01	1,169.01		
CENTURY MANUFACTURING CORP							
129477							
	508419	WEED KILLER	08/01/2012	99.99	99.99	08/22/2012	
Total 129477:				99.99	99.99		
CITY OF CODY							
2260							
	073112	UTILITIES	07/31/2012	95.53	95.53	08/22/2012	
	073112	UTILITIES	07/31/2012	215.36	215.36	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	073112	UTILITIES	07/31/2012	800.46	800.46	08/22/2012	
	073112	UTILITIES	07/31/2012	307.29	307.29	08/22/2012	
	073112	UTILITIES	07/31/2012	46.84	46.84	08/22/2012	
	081012	UTILITIES	08/10/2012	2,774.48	2,774.48	08/22/2012	
	081012	UTILITIES	08/10/2012	125.22	125.22	08/22/2012	
	081012	UTILITIES	08/10/2012	153.36	153.36	08/22/2012	
	081012	UTILITIES	08/10/2012	2,113.08	2,113.08	08/22/2012	
	081012	UTILITIES	08/10/2012	20,707.21	20,707.21	08/22/2012	
	081012	UTILITIES	08/10/2012	46.75	46.75	08/22/2012	
Total 2260:				27,385.58	27,385.58		
CITY OF LAWRENCE							
129468							
	122	TRAINING - C04	06/19/2012	450.00	450.00	08/22/2012	
Total 129468:				450.00	450.00		
CODY ENTERPRISE							
2590							
	073112	ADVERTISING	07/31/2012	6,983.65	6,983.65	08/22/2012	
	073112	ADVERTISING	07/31/2012	493.25	493.25	08/22/2012	
Total 2590:				7,476.90	7,476.90		
CODY WINNELSON COMPANY							
2850							
	120173-00	GALV FITTINGS	07/24/2012	49.62	49.62	08/22/2012	
Total 2850:				49.62	49.62		
CONSTRUCTION CONCEPTS, INC							
124611							
	3765	BUILDING SUPPLIES FOR SHEL	07/26/2012	6,052.00	6,052.00	08/22/2012	
Total 124611:				6,052.00	6,052.00		
CRUM ELECTRIC							
3300							
	1355677-01	NEW SERVICES	07/30/2012	101.60	101.60	08/22/2012	
	1357757-01	NEW SERVICES	07/30/2012	16.50	16.50	08/22/2012	
	1358891-00	CABLE	07/30/2012	1,238.83	1,238.83	08/22/2012	
	1360395-00	SUPPLIES	07/31/2012	40.82	40.82	08/22/2012	
	1361317-00	LIGHT BULBS	08/02/2012	142.02	142.02	08/22/2012	
	1361382-00	N CODY PROJECT	08/02/2012	86.76	86.76	08/22/2012	
	1361443-00	NEW STREET LIGHTS	08/02/2012	874.23	874.23	08/22/2012	
	1362963-00	STREET LIGHTS	08/08/2012	93.35	93.35	08/22/2012	
	1363076-00	SERVICE REPAIR	08/08/2012	8.97	8.97	08/22/2012	
Total 3300:				2,603.08	2,603.08		
CUSTOM DELIVERY SERVICE							
3343							
	135825	SHIPPING SIGN POST	07/31/2012	44.51	44.51	08/22/2012	
	48908	SHIPPING WATER SAMPLES	07/31/2012	99.19	99.19	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 3343:				143.70	143.70		
DAKTRONICS INC							
125472							
	6518367	TOUCH PAD	07/28/2012	1,075.00	1,075.00	08/22/2012	
Total 125472:				1,075.00	1,075.00		
DANA KEPNER COMPANY							
3410							
	1364067-00	METER FLANGES	08/08/2012	300.15	300.15	08/22/2012	
	2214529-04	SPIRIT MTN WATER	07/30/2012	323.40	323.40	08/22/2012	
	2214955-00	Check Valve 3/4" in line	08/08/2012	929.60	929.60	08/22/2012	1185-W
	2214955-00	SHIPPING	08/08/2012	17.28	17.28	08/22/2012	
	2215020-00	Check Valve 3/4" in line	08/03/2012	929.60	929.60	08/22/2012	1185-W
	2215020-00	Check Valve 3/4" angle	08/03/2012	464.80	464.80	08/22/2012	1186-W
	2215020-00	SHIPPING	08/03/2012	16.16	16.16	08/22/2012	
Total 3410:				2,980.99	2,980.99		
DENNY'S GUNS & MAPS							
126229							
	080812	YOURTH ARCHERY CLASS	08/08/2012	456.00	456.00	08/22/2012	
	080812	YOURTH ARCHERY CLASS	08/08/2012	312.00	312.00	08/22/2012	
Total 126229:				768.00	768.00		
DISCOUNT SCHOOL SUPPLY							
124006							
	P28215020101	REC PROGRAM SUPPLIES	07/10/2012	199.48	199.48	08/22/2012	
Total 124006:				199.48	199.48		
DIVISION OF VICTIM'S SERVICES							
124470							
	080612	CRIME VICTIM'S COMP - JULY 2	08/06/2012	705.00	705.00	08/22/2012	
Total 124470:				705.00	705.00		
DLT SOLUTIONS INC							
3740							
	S1194729	SOFTWARE	07/24/2012	2,866.02	2,866.02	08/22/2012	
Total 3740:				2,866.02	2,866.02		
EAGLE RECOVERY & TOWING							
126679							
	7280	TOWING CASE 12-1110	07/31/2012	120.00	120.00	08/22/2012	
Total 126679:				120.00	120.00		
ENERGY WEST							
2630							
	073112	UTILITIES - REC CENTER	07/31/2012	1,737.77	1,737.77	08/22/2012	
	073112	UTILITIES - REC CENTER	07/31/2012	5,213.31	5,213.31	08/22/2012	
	073112	UTILITIES	07/31/2012	.04	.04	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2630:				6,951.12	6,951.12		
ENGINEERING ASSOCIATES							
4140							
	081012	BAC T TESTS	08/10/2012	50.00	50.00	08/22/2012	
	3208039	NORTH CODY DISTRIBUTION F	08/09/2012	560.50	560.50	08/22/2012	
Total 4140:				610.50	610.50		
FARM PLAN CORPORATION							
4210							
	2833828	SHOP SUPPLIES	08/02/2012	13.99	13.99	08/22/2012	
Total 4210:				13.99	13.99		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY42748	SUPPLIES	07/27/2012	12.02	12.02	08/22/2012	
	WYCDY42797	CUT OFF WHEEL - SAW BLADE	07/31/2012	35.57	35.57	08/22/2012	
	WYCDY42798	SUPPLIES	07/31/2012	67.29	67.29	08/22/2012	
	WYCDY42801	BOLTS	07/31/2012	7.01	7.01	08/22/2012	
	WYCDY42875	AERATOR REPAIR	08/03/2012	.85	.85	08/22/2012	
	WYCDY42883	SAFETY GLASSES	08/06/2012	3.23	3.23	08/22/2012	
	WYCDY42886	TIES FOR FENCING - MENTOC	08/06/2012	21.60	21.60	08/22/2012	
	WYCDY42943	SUPPLIES	08/07/2012	8.54	8.54	08/22/2012	
	WYCDY42984	SUPPLIES	08/08/2012	94.39	94.39	08/22/2012	
Total 126018:				250.50	250.50		
FRANCWAY, HEIDI							
129469							
	14220015	REFUND UTILITY DEPOSIT	08/02/2012	20.59	20.59	08/22/2012	
Total 129469:				20.59	20.59		
FRY, SPENCER							
129479							
	080812	SOFTBALL UMPIRE	08/08/2012	18.00	18.00	08/22/2012	
Total 129479:				18.00	18.00		
GALLS, LLC							
123014							
	512314793	UNIFORMS - C07	08/18/2012	296.72	296.72	08/22/2012	
Total 123014:				296.72	296.72		
GAMBLES							
4450							
	500037	IRRIGATION REPAIR	07/24/2012	2.49	2.49	08/22/2012	
	500041	SEWER SNAKE	07/25/2012	12.99	12.99	08/22/2012	
	500106	IRRIGATION SUPPLIES 11TH S	07/27/2012	6.47	6.47	08/22/2012	
Total 4450:				21.95	21.95		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
GONZALES, RICH							
127896							
	080812	SOFTBALL UMPIRE	08/08/2012	288.00	288.00	08/22/2012	
Total 127896:				288.00	288.00		
GRAINGER							
4635							
	9881520713	DECK FANS	07/20/2012	262.80	262.80	08/22/2012	
	9884216285	SUPPLIES	07/24/2012	21.57	21.57	08/22/2012	
	9884216293	SUPPLIES	07/24/2012	279.61	279.61	08/22/2012	
	9884216301	SUPPLIES	07/24/2012	41.30	41.30	08/22/2012	
	9889819141	SUPPLIES	07/31/2012	15.89	15.89	08/22/2012	
Total 4635:				621.17	621.17		
HANES, BRAD							
129132							
	080812	SOFTBALL UMPIRE	08/08/2012	18.00	18.00	08/22/2012	
Total 129132:				18.00	18.00		
HANKS, DENNIS							
129480							
	080812	SOFTBALL UMPIRE	08/08/2012	18.00	18.00	08/22/2012	
Total 129480:				18.00	18.00		
HARRIS TRUCKING & CONST. CO							
4780							
	122706	JERSEY BARRIERS - RECYL CE	07/23/2012	3,750.00	3,750.00	08/22/2012	
	122708	HOT TAP - SPIRIT MTN.	07/23/2012	600.00	600.00	08/22/2012	
	122776	ASPHALT 11TH ST	07/27/2012	4,518.89	4,518.89	08/22/2012	
	122780	ASPHALT & TRUCKING	07/27/2012	91,420.53	91,420.53	08/22/2012	
	122781	ASPHALT -RECYL CENTER	07/27/2012	3,342.26	3,342.26	08/22/2012	
	122796	N CODY PROJECT	08/03/2012	883.33	883.33	08/22/2012	
	122797	BEDDING MATERIAL - SPIRIT M	08/03/2012	1,195.65	1,195.65	08/22/2012	
Total 4780:				105,710.66	105,710.66		
HD SUPPLY UTILITIES LTD							
6730							
	2055860-00	CABEL	07/25/2012	1,202.53	1,202.53	08/22/2012	
	2055860-00	SYSTEM REPAIR	07/25/2012	173.15	173.15	08/22/2012	
	2055860-00	SYSTEM EXPANSION	07/25/2012	69.26	69.26	08/22/2012	
	2055860-01	SUPPLIES	07/25/2012	59.82	59.82	08/22/2012	
	2055860-01	NEW SERVICE	07/25/2012	1,723.26	1,723.26	08/22/2012	
	2059175-00	SYSTEM REPAIR	07/27/2012	52.11	52.11	08/22/2012	
Total 6730:				3,280.13	3,280.13		
HEYDENBERK, TRAPP							
129033							
	2064359	REIMBURSE FOR UNIFORMS	07/06/2012	134.46	134.46	08/22/2012	
Total 129033:				134.46	134.46		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
HOMAX OIL SALES, INC.							
129090							
	CL38010-IN	FUEL - ELEC	07/31/2012	1,812.27	1,812.27	08/22/2012	
	CL38010-IN	FUEL - ELEC	07/31/2012	972.44	972.44	08/22/2012	
	CL38010-IN	FUEL - PARKS	07/31/2012	39.76	39.76	08/22/2012	
	CL38010-IN	FUEL - WATER	07/31/2012	259.92	259.92	08/22/2012	
	CL38011-IN	FUEL - SENIOR CENTER	07/31/2012	1,234.19	1,234.19	08/22/2012	
	CL38012-IN	FUEL - ADMIN	07/31/2012	252.55	252.55	08/22/2012	
	CL38012-IN	FUEL - VEH. MAINT.	07/31/2012	42.92	42.92	08/22/2012	
	CL38013-IN	FUEL - PD	07/31/2012	4,232.38	4,232.38	08/22/2012	
	CL38014-IN	FUEL - PARKS	07/31/2012	2,726.76	2,726.76	08/22/2012	
	CL38014-IN	FUEL - PARKS	07/31/2012	803.19	803.19	08/22/2012	
	CL38015-IN	FUEL - FAC MAINT	07/31/2012	156.95	156.95	08/22/2012	
	CL38016-IN	FUEL - REC CENTER	07/31/2012	137.69	137.69	08/22/2012	
	CL38016-IN	FUEL - REC CENTER	07/31/2012	94.63	94.63	08/22/2012	
	CL38017-IN	FUEL - BUILDING INSPECTION	07/31/2012	171.99	171.99	08/22/2012	
	CL38018-IN	FUEL - STREETS	07/31/2012	3,254.11	3,254.11	08/22/2012	
	CL38018-IN	FUEL - STREETS	07/31/2012	997.86	997.86	08/22/2012	
	CL38018-IN	FUEL - WATER	07/31/2012	353.13	353.13	08/22/2012	
	CL38018-IN	FUEL - SANITATION	07/31/2012	127.43	127.43	08/22/2012	
	CL38019-IN	FUEL - VEH. MAINT.	07/31/2012	46.35	46.35	08/22/2012	
	CL38019-IN	FUEL - PD	07/31/2012	42.08	42.08	08/22/2012	
	CL38020-IN	FUEL - SANITATION	07/31/2012	6,869.24	6,869.24	08/22/2012	
	CL38020-IN	FUEL - SANITATION	07/31/2012	312.19	312.19	08/22/2012	
	CL38020-IN	FUEL - STREETS	07/31/2012	209.25	209.25	08/22/2012	
	CL38021-IN	FUEL - WATER	07/31/2012	223.99	223.99	08/22/2012	
	CL38021-IN	FUEL - WATER	07/31/2012	772.94	772.94	08/22/2012	
	CL38022-IN	FUEL - WASTE WATER	07/31/2012	252.34	252.34	08/22/2012	
	CL38022-IN	FUEL - WASTE WATER	07/31/2012	269.86	269.86	08/22/2012	
Total 129090:				26,668.41	26,668.41		
HOPKINS-GALLIS, RYAN							
129470							
	31540.30	REFUND UTILITY CREDIT BALA	08/02/2012	51.33	51.33	08/22/2012	
	3154030	REFUND UTILITY DEPOSIT	08/02/2012	34.05	34.05	08/22/2012	
Total 129470:				85.38	85.38		
HORN, SETH							
128918							
	072312	REIMBURSE FOR UNIFORMS	07/23/2012	49.99	49.99	08/22/2012	
Total 128918:				49.99	49.99		
HURRICANE CARPET CLEANING							
5135							
	590786	CARPET CLEANING - REC CEN	08/08/2012	875.00	875.00	08/22/2012	
Total 5135:				875.00	875.00		
ICMA RETIREMENT-457-#303143							
5170							
	634638	Contributions	08/02/2012	5,393.84	5,393.84	08/02/2012	
Total 5170:				5,393.84	5,393.84		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
INTELLIGENT PRODUCTS							
123017							
	145129A	REFILL MUTT MITT STATIONS	07/26/2012	1,202.21	1,202.21	08/22/2012	
Total 123017:				1,202.21	1,202.21		
JACK'S TRUCK & EQUIPMENT							
125521							
	15366-1	ECM SEWER JET	07/13/2012	2,248.38	2,248.38	08/22/2012	
	15366-2	CORE CREDIT	07/13/2012	406.30-	406.30-	08/22/2012	
Total 125521:				1,842.08	1,842.08		
KEEGAN & WINSLOW LAW FIRM							
126040							
	080112	PROFESSIONAL FEES	08/01/2012	693.96	693.96	08/22/2012	
Total 126040:				693.96	693.96		
KEFAR SHRINE CLUB							
128304							
	16130018	UTILITY REFUND	08/10/2012	197.71	197.71	08/22/2012	
Total 128304:				197.71	197.71		
KENCO SECURITY & TECHNOLOGY							
9029							
	980033	SECURITY MONITORING - CITY	08/01/2012	94.50	94.50	08/22/2012	
Total 9029:				94.50	94.50		
KINCHELOE PLUMBING AND HEATING							
5750							
	138984	REPAIR PLUMBING - MENTOCK	07/16/2012	332.00	332.00	08/22/2012	
Total 5750:				332.00	332.00		
KINDERKNECHT, JOSHUA							
129471							
	10161014	REFUND UTILITY DEPOSIT	08/02/2012	18.58	18.58	08/22/2012	
Total 129471:				18.58	18.58		
LAERDAL MEDICAL CORPORATION							
128578							
	2351900	MANIKIN AIRWAYS	07/20/2012	173.95	173.95	08/22/2012	
Total 128578:				173.95	173.95		
LAFOLLETTE, TRISHA							
129217							
	080612	RESTITUTION FROM MC-1101-0	08/06/2012	125.00	125.00	08/22/2012	
Total 129217:				125.00	125.00		
LAGRANT, SHARON							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129105	081012	CONCERT SOUND TECHNICIAN	08/10/2012	75.00	75.00	08/22/2012	
Total 129105:				75.00	75.00		
LEGEND COMMUNICATIONS OF WY							
127743							
	073112	ADVERTISING	07/31/2012	173.40	173.40	08/22/2012	
	073112	ADVERTISING - CONCERTS IN	07/31/2012	204.00	204.00	08/22/2012	
Total 127743:				377.40	377.40		
LINCOLN COMMERCIAL POOL EQUIP							
125750							
	SI193602	SWIM LESSON TOYS	07/21/2012	278.40	278.40	08/22/2012	
	SI193606	REPAIR POOL VACUUM	07/21/2012	156.83	156.83	08/22/2012	
	SI194474	NEW SUIT DRYER	07/30/2012	1,448.45	1,448.45	08/22/2012	
	SI194801	BABY CHANGING TABLES	08/02/2012	805.58	805.58	08/22/2012	
Total 125750:				2,689.26	2,689.26		
LONG BUILDING TECH INC							
125191							
	SRVCE005914	STEAM GEN / EXHAUST FAN R	07/30/2012	943.32	943.32	08/22/2012	
Total 125191:				943.32	943.32		
LYLE SIGNS INC							
123209							
	925098	CHAMBER SIGNS	07/26/2012	83.01	83.01	08/22/2012	
Total 123209:				83.01	83.01		
MAVERIK, INC							
128118							
	080612	RESTITUTION FROM MC-1205-0	08/06/2012	50.00	50.00	08/22/2012	
Total 128118:				50.00	50.00		
MC CUMBER LOCKSMITH SHOP							
6390							
	3219A	KEY	07/27/2012	1.25	1.25	08/22/2012	
	3222A	PAD LOCKS	07/31/2012	189.84	189.84	08/22/2012	
Total 6390:				191.09	191.09		
MIDWEST FENCE CO							
6650							
	30218	REPAIR GATES - SOFTBALL FIE	08/02/2012	12.00	12.00	08/22/2012	
Total 6650:				12.00	12.00		
MIEARS, RODNEY							
129093							
	080812	ADULT SOFTBALL UMPIRE	08/08/2012	18.00	18.00	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129093:				18.00	18.00		
MOTOR PARTS INC							
6820							
	527854	REPAIR PARTS	07/06/2012	4.36	4.36	08/22/2012	
	528060	GAUGE FOR HOTSYS	07/07/2012	24.36	24.36	08/22/2012	
	528169	REPAIR PARTS	07/09/2012	4.36	4.36	08/22/2012	
	528307	REPAIR PARTS	07/10/2012	10.15	10.15	08/22/2012	
	528446	REPAIR PARTS	07/11/2012	5.85	5.85	08/22/2012	
	528524	CREDIT REPAIR PARTS	07/11/2012	4.68-	4.68-	08/22/2012	
	528649	REPAIR PARTS	07/12/2012	42.49	42.49	08/22/2012	
	528779	REPAIR PARTS	07/13/2012	197.92	197.92	08/22/2012	
	528784	CREDIT REPAIR PARTS	07/13/2012	49.50-	49.50-	08/22/2012	
	529145	REPAIR PARTS	07/17/2012	8.32	8.32	08/22/2012	
	529153	REPAIR PARTS	07/17/2012	4.03	4.03	08/22/2012	
	529247	REPAIR PARTS	07/17/2012	37.28	37.28	08/22/2012	
	529257	REPAIR PARTS	07/17/2012	6.93	6.93	08/22/2012	
	529323	REPAIR PARTS	07/18/2012	10.59	10.59	08/22/2012	
	529373	REPAIR PARTS	07/18/2012	22.25	22.25	08/22/2012	
	529567	SHOP SUPPLIES	07/20/2012	98.04	98.04	08/22/2012	
	529932	SHOP SUPPLIES - PARKS	07/24/2012	18.34	18.34	08/22/2012	
	530129	RAW WATER REPAIR	07/25/2012	7.02	7.02	08/22/2012	
	530254	REPAIR PARTS	07/26/2012	12.23	12.23	08/22/2012	
	530301	PAINTING SUPPLIES - STREET	07/27/2012	11.94	11.94	08/22/2012	
Total 6820:				472.28	472.28		
MOUNTAIN VALLEY MOTORSPORTS							
129472							
	124235	BOAT MOTOR REPAIR	07/31/2012	318.49	318.49	08/22/2012	
Total 129472:				318.49	318.49		
MOUNTAIN WEST INC							
6930							
	023049	REC CENTER SUMMER TRI	07/20/2012	742.42	742.42	08/22/2012	
	023058	YOUTH FOOTBALL JERSEYS	07/24/2012	229.60	229.60	08/22/2012	
	023063	EMBROIDERY CHARGE ON SHI	07/24/2012	54.00	54.00	08/22/2012	
	023071	BIATHLON	07/25/2012	204.01	204.01	08/22/2012	
	023087	UNIFORMS C03	07/30/2012	44.50	44.50	08/22/2012	
	023096	UNIFORMS C22	08/01/2012	23.90	23.90	08/22/2012	
	023097	UNIFORMS C07	08/01/2012	29.90	29.90	08/22/2012	
Total 6930:				1,328.33	1,328.33		
N F P A							
124983							
	ID #1006609	1 YR. MEMBERSHIP DUES - RO	07/31/2012	165.00	165.00	08/22/2012	
Total 124983:				165.00	165.00		
NATURAL STRUCTURES							
128530							
	12-P164	FISH SLIDE PAD REPLACEMEN	07/13/2012	915.00	915.00	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128530:				915.00	915.00		
NICKLES, MONTE							
129131							
	080212	CONCERT SOUND TECHNICIAN	08/02/2010	75.00	75.00	08/22/2012	
Total 129131:				75.00	75.00		
NORCO, INC.							
128948							
	10103232	SUPPLIES	07/31/2012	10.85	10.85	08/22/2012	
Total 128948:				10.85	10.85		
NORMONT EQUIPMENT COMPANY							
7315							
	2207127	HOSE REPAIRS - JET	07/21/2012	125.02	125.02	08/22/2012	
	2207247	CHIP SEAL MARKERS & FLAGS	07/27/2012	858.80	858.80	08/22/2012	
	2208031	CONES - TRAFFIC CONTROL	08/01/2012	1,650.00	1,650.00	08/22/2012	
Total 7315:				2,633.82	2,633.82		
NORTH CENTRAL LABORATORIES							
7320							
	307779	LAB SUPPLIES	07/26/2012	304.74	304.74	08/22/2012	
Total 7320:				304.74	304.74		
NORTHERN GARDENS							
7340							
	061757	PLANT SIGN BED - VALLEY VIE	07/20/2012	87.60	87.60	08/22/2012	
	062142	PLANT SIGN BED - VALLEY VIE	07/18/2012	399.65	399.65	08/22/2012	
	063197	PLANT SIGN BED - VALLEY VIE	07/20/2012	43.90	43.90	08/22/2012	
Total 7340:				531.15	531.15		
NORTHWEST INDUSTRIAL SUPPLY							
7370							
	1446567	LIFTING CABLE REPLACEMENT	08/03/2012	879.52	879.52	08/22/2012	
Total 7370:				879.52	879.52		
NORTHWEST PIPE							
7400							
	1991832	CHLORINE TABLETS - SPIRIT M	08/02/2012	47.08	47.08	08/22/2012	
Total 7400:				47.08	47.08		
OWEN, WILLIAM NATHAN							
129473							
	15299032	REFUND UTILITY DEPOSIT	07/31/2012	6.55	6.55	08/22/2012	
Total 129473:				6.55	6.55		
PAINT CENTER							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128432							
	9185	PAINT MACHINE PARTS - PUMP	08/07/2012	119.57	119.57	08/22/2012	
Total 128432:				119.57	119.57		
PARK COUNTY							
7670							
	22	LEC CONTRACT - AUGUST	07/24/2012	15,527.95	15,527.95	08/22/2012	
	22	LEC UTILITIES - AUGUST	07/24/2012	143.38	143.38	08/22/2012	
	634	LEC CONTRACT - JULY	07/24/2012	15,527.95	15,527.95	08/22/2012	
	634	LEC UTILITIES - JULY	07/24/2012	310.07	310.07	08/22/2012	
Total 7670:				31,509.35	31,509.35		
PARK COUNTY ANIMAL SHELTER							
5120							
	080112	ANIMAL SERVICE CONTRACT	08/01/2012	3,750.00	3,750.00	08/22/2012	
	080112	FINAL PAYMENT ON UTILITY P	08/01/2012	15.00	15.00	08/22/2012	
Total 5120:				3,735.00	3,735.00		
PARK COUNTY LANDFILL							
129053							
	073112	LANDFILL CHARGES	07/31/2012	89,834.00	89,834.00	08/22/2012	
	073112	LANDFILL CHARGES	07/31/2012	50.00	50.00	08/22/2012	
Total 129053:				89,884.00	89,884.00		
PARK COUNTY READY MIX							
7730							
	110744	SPIRIT MTN WATER	07/26/2012	785.60	785.60	08/22/2012	
	110744	SPIRIT MTN WATER	07/26/2012	250.74	250.74	08/22/2012	
Total 7730:				1,036.34	1,036.34		
PARK COUNTY SHERIFF							
7740							
	073112	INCARCERATION - JULY 2012	07/31/2012	480.00	480.00	08/22/2012	
Total 7740:				480.00	480.00		
PARK COUNTY WEED AND PEST							
7770							
	080212	SPRAY WEEDS	08/02/2012	164.99	164.99	08/22/2012	
Total 7770:				164.99	164.99		
PIPESTONE EQUIPMENT							
129474							
	1205	RAW WATER PARTS	07/31/2012	1,574.00	1,574.00	08/22/2012	
Total 129474:				1,574.00	1,574.00		
POWELL TRIBUNE							
8090							
	14	ADVERTISING	07/31/2012	378.12	378.12	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 8090:				378.12	378.12		
PRO-BUILD							
128149							
	927960	NEW RECYCLE CENTER	07/02/2012	11.97	11.97	08/22/2012	
	928487	MIRROR - NEW RECYCLE CENT	07/09/2012	35.29	35.29	08/22/2012	
	928493	CREDIT ON RETURN	07/09/2012	35.29-	35.29-	08/22/2012	
	928880	NEW STREET LIGHTS	07/12/2012	173.34	173.34	08/22/2012	
	928962	NEW STREET LIGHTS	07/13/2012	.00	.00	08/09/2012	
	929105	NEW RECYCLE CENTER	07/16/2012	19.79	19.79	08/22/2012	
	929354	CREDIT ON RETURN	07/17/2012	8.00-	8.00-	08/22/2012	
	930840	PAINTING RESTROOMS - PARK	07/31/2012	15.98	15.98	08/22/2012	
Total 128149:				213.08	213.08		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	080612	PREMIUMS	08/06/2012	216.20	216.20	08/06/2012	
Total 128033:				216.20	216.20		
PURCHASE ADVANTAGE CARD							
430							
	031110	ALL STAFF MEETING	07/31/2012	27.67	27.67	08/22/2012	
Total 430:				27.67	27.67		
PURCHASE POWER							
8240							
	080612	POSTAGE - PD	08/06/2012	244.99	244.99	08/22/2012	
	080612	POSTAGE - ADMIN.	08/06/2012	1,406.96	1,406.96	08/22/2012	
	080612	POSTAGE - WATER	08/06/2012	.45	.45	08/22/2012	
	080612	POSTAGE - REC CENTER	08/06/2012	347.60	347.60	08/22/2012	
	080612	POSTAGE - REFILL FEE	08/06/2012	19.99	19.99	08/22/2012	
Total 8240:				2,019.99	2,019.99		
QUALITY ASPHALT PAVING INC							
125010							
	1232	ROBERTS STREET - PAVING	07/19/2012	11,746.07	11,746.07	08/22/2012	
	1233	RECYCLE CENTER - PAVING	07/19/2012	1,043.00	1,043.00	08/22/2012	
	1237	ASPHALT PATCHING - 31ST ST	07/30/2012	449.50	449.50	08/22/2012	
Total 125010:				13,238.57	13,238.57		
RED EAGLE OIL COMPANY							
128203							
	125981	KEROSENE	08/08/2012	29.50	29.50	08/22/2012	
Total 128203:				29.50	29.50		
REESE, KELLY							
129135							
	080812	CUP CAKE WARS YOUTH CLAS	08/08/2012	560.00	560.00	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129135:				560.00	560.00		
REESE, LINCOLN							
124744							
	080812	ADULT SOFTBALL UMPIRE	08/08/2012	90.00	90.00	08/22/2012	
Total 124744:				90.00	90.00		
ROCKY MOUNTAIN POWER							
129483							
	363905	NORTH CODY ANNEXATION	08/02/2012	10,873.12	10,873.12	08/22/2012	
Total 129483:				10,873.12	10,873.12		
ROGER'S SPORT CENTER							
124586							
	40883	REPLACEMENT TRIMMER HEA	07/31/2012	77.76	77.76	08/22/2012	
Total 124586:				77.76	77.76		
RUSSELL + MILLS STUDIOS							
129290							
	CODY005	SHERIDAN AVE STREET SCAP	07/31/2012	3,500.00	3,500.00	08/22/2012	
	CODY005	SHERIDAN AVE STREET SCAP	07/31/2012	50.00	50.00	08/22/2012	
Total 129290:				3,550.00	3,550.00		
S & S AUDIO - VIDEO INC							
8840							
	10067857	CABLE	08/09/2012	37.46	37.46	08/22/2012	
Total 8840:				37.46	37.46		
SAGE CIVIL ENGINEERING							
124355							
	2033	STAKING SPIRIT MTN WATER P	08/06/2012	1,125.00	1,125.00	08/22/2012	
Total 124355:				1,125.00	1,125.00		
SANDVIK, BETHANY							
129481							
	080812	YOUTH DRAMA CLASS	08/08/2012	200.00	200.00	08/22/2012	
Total 129481:				200.00	200.00		
SHERWIN-WILLIAMS COMPANY							
127725							
	7925-7	PAINT SIGNS - NIELSON PARK	07/30/2012	48.49	48.49	08/22/2012	
Total 127725:				48.49	48.49		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	080112	SMP WATER PURCHASES - JUL	08/01/2012	166,313.60	166,313.60	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9130:				166,313.60	166,313.60		
SHOSHONE OFFICE SUPPLY							
9140							
	0090367	SUPPLIES	07/24/2012	28.60	28.60	08/22/2012	
	0090465	MATERIALS & SUPPLIES	08/01/2012	6.19	6.19	08/22/2012	
	0090466	PAPER - SUPPLIES / PD	08/01/2012	617.26	617.26	08/22/2012	
	0090533	OFFICE SUPPLIES	07/26/2012	3.29	3.29	08/22/2012	
	0090641	SUPPLIES	08/06/2012	25.32	25.32	08/22/2012	
	0090730	OFFICE SUPPLIES	08/09/2012	113.39	113.39	08/22/2012	
Total 9140:				794.05	794.05		
SHOWALTER, MICHAEL							
123526							
	080812	SOFTBALL UMPIRE	08/08/2012	108.00	108.00	08/22/2012	
Total 123526:				108.00	108.00		
SHULTZ, SKYLER							
129475							
	13122411	REFUND UTILITY DEPOSIT	07/30/2012	38.64	38.64	08/22/2012	
Total 129475:				38.64	38.64		
SIEBERT, FRED							
126203							
	080812	SOFTBALL UMPIRE	08/08/2012	54.00	54.00	08/22/2012	
Total 126203:				54.00	54.00		
SIMENSON, TROY							
129451							
	080812	ADULT SOFTBALL UMPIRE	08/08/2012	72.00	72.00	08/22/2012	
Total 129451:				72.00	72.00		
SMITH, MARION							
129465							
	080712	REFUND CASH BOND FOR MC-	08/07/2012	1,500.00	1,500.00	08/08/2012	
Total 129465:				1,500.00	1,500.00		
STARTIN, TOBY							
126667							
	080112	MILEAGE REIMBURSEMENT	08/01/2012	7.77	7.77	08/22/2012	
Total 126667:				7.77	7.77		
STEERMAN, MARINA							
129476							
	14199619	REFUND UTILITY DEPOSIT	08/07/2012	29.05	29.05	08/22/2012	
Total 129476:				29.05	29.05		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
STROBLE, THOMAS							
129452							
	080812	ADULT SOFTBALL UMPIRE	08/08/2012	108.00	108.00	08/22/2012	
Total 129452:				108.00	108.00		
STROUPE PEST CONTROL CO							
9635							
	070512-RECY	PEST CONTROL - NEW RECYC	07/05/2012	55.00	55.00	08/22/2012	
	080112CH	PEST CONTROL - CITY HALL	08/01/2012	60.00	60.00	08/22/2012	
	080612-EL	PEST CONTROL - EL SHOP	08/06/2012	55.00	55.00	08/22/2012	
	080612-SHOP	PEST CONTROL - SHOP	08/06/2012	83.00	83.00	08/22/2012	
Total 9635:				253.00	253.00		
TEAM LABORATORY CHEMICAL							
9820							
	89214	KILL WEEDS	07/25/2012	380.00	380.00	08/22/2012	
Total 9820:				380.00	380.00		
THAD'S CYCLE SHOP LLC							
129461							
	442	REPLACE TILLER TINES	07/24/2012	232.00	232.00	08/22/2012	
	448	REPAIR WEED EATER	07/24/2012	43.95	43.95	08/22/2012	
Total 129461:				275.95	275.95		
THE LIFEGUARD STORE, INC							
124403							
	INV099984	UNIFORMS	07/25/2012	51.35	51.35	08/22/2012	
Total 124403:				51.35	51.35		
THE UPS STORE							
6240							
	1242	EVIDENCE SHIPPING	08/07/2012	9.30	9.30	08/22/2012	
	4309	SHIPPING	08/01/2012	10.43	10.43	08/22/2012	
	8660	SHIPPING - PARKS DEPT	07/30/2012	38.37	38.37	08/22/2012	
	8810	EVIDENCE SHIPPING	08/01/2012	9.38	9.38	08/22/2012	
	9050	EVIDENCE SHIPPING	08/06/2012	9.30	9.30	08/22/2012	
Total 6240:				76.78	76.78		
TOMARK SPORTS							
124120							
	94793099	CAPS FOR PORTABLE FENCIN	07/27/2012	62.96	62.96	08/22/2012	
Total 124120:				62.96	62.96		
TRACTOR & EQUIPMENT CO							
9930							
	SGC0084016	WIRING HARNESS - D10	07/24/2012	442.11	442.11	08/22/2012	
	SGCS0083939	WIRING HARNESS - D10	07/19/2012	173.93	173.93	08/22/2012	
	SGCS0084116	WATER PUMP D11	07/30/2012	958.53	958.53	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9930:				1,574.57	1,574.57		
TRIPLE L SALES							
9980							
	I-23674	MARKING PAINT	08/01/2010	15.90	15.90	08/22/2012	
	I-23690	IRRIGATION REPAIRS	08/02/2012	51.77	51.77	08/22/2012	
	I-23736	REPLACE IRRIGATION HEADS	08/06/2012	18.80	18.80	08/22/2012	
	I-23744	SYSTEM REPAIRS	08/06/2012	298.41	298.41	08/22/2012	
	I-23766	GALV FITTINGS	08/07/2012	42.50	42.50	08/22/2012	
Total 9980:				427.38	427.38		
U S POST OFFICE							
10050							
	080112	2 ROLLS POSTAGE STAMPS	08/01/2012	90.00	90.00	08/22/2012	
Total 10050:				90.00	90.00		
UNUM LIFE INS - LTD							
127843							
	080612	LONG TERM DISABILITY - PRE	08/06/2012	2,810.92	2,810.92	08/06/2012	
Total 127843:				2,810.92	2,810.92		
UNUM LIFE INSURANCE - LIFE							
127935							
	080612	PREMIUM	08/06/2012	1,302.68	1,302.68	08/06/2012	
Total 127935:				1,302.68	1,302.68		
UTILITY LINE DESIGN, LLC							
129108							
	410	DUES & SUBSCRIPTIONS	08/09/2012	250.00	250.00	08/22/2012	
Total 129108:				250.00	250.00		
V-1 PROPANE							
10180							
	853562	FORKLIFT PROPANE	07/03/2012	17.59	17.59	08/22/2012	
	853622	FORKLIFT PROPANE	07/09/2012	15.68	15.68	08/22/2012	
	853660	FORKLIFT PROPANE	07/13/2012	18.87	18.87	08/22/2012	
	853701	FORKLIFT PROPANE	07/18/2012	19.83	19.83	08/22/2012	
	853723	FORKLIFT PROPANE	07/20/2012	18.87	18.87	08/22/2012	
	853749	FORKLIFT PROPANE	07/24/2012	18.87	18.87	08/22/2012	
	853801	FORKLIFT PROPANE	07/30/2012	23.99	23.99	08/22/2012	
	853818	FORKLIFT PROPANE	08/01/2012	21.43	21.43	08/22/2012	
Total 10180:				155.13	155.13		
VISA							
10280							
	JULY 3444	MEETING EXPENSE - MAYOR	08/02/2012	29.60	29.60	08/22/2012	
	JULY 3444	MEETING EXPENSE - MAYOR	08/02/2012	70.59	70.59	08/22/2012	
	JULY 3444	MEETING EXPENSE - MAYOR	08/02/2012	42.91	42.91	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	22.62	22.62	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	14.85	14.85	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	15.38	15.38	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	26.79	26.79	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	14.50	14.50	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	40.39	40.39	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	23.78	23.78	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	641.58	641.58	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	7.29	7.29	08/22/2012	
	JULY 7438	TRAVEL EXPENSE - PD	08/02/2012	25.07	25.07	08/22/2012	
	JULY 8377	GO TO MY PC SUBSCRIPTIONS	08/02/2012	1,548.90	1,548.90	08/22/2012	
	JULY 8377	COUNCIL RETREAT MEETING	08/02/2012	46.50	46.50	08/22/2012	
	JULY 8377	POSTAGE - ADMIN	08/02/2012	6.50	6.50	08/22/2012	
	JULY 8385	SUPPLIES - PD	08/02/2012	16.15	16.15	08/22/2012	
	JULY 8385	PIZZA FOR STAFF CASE 12-111	08/02/2012	46.00	46.00	08/22/2012	
	JULY 8385	MEALS FOR OFFICERS CASE 1	08/02/2012	97.76	97.76	08/22/2012	
	JULY 8385	INVESTIGATION SUPPLIES - PD	08/02/2012	237.49	237.49	08/22/2012	
	JULY 8393	LAMP SOCKET	08/02/2012	27.00	27.00	08/22/2012	
	JULY 8393	DOOR HANGERS	08/02/2012	46.31	46.31	08/22/2012	
	JULY 8393	DOOR HANGERS	08/02/2012	46.30	46.30	08/22/2012	
	JULY 8393	DOOR HANGERS	08/02/2012	46.30	46.30	08/22/2012	
	JULY 8393	DOOR HANGERS	08/02/2012	46.30	46.30	08/22/2012	
	JULY 8393	TOOLS - EL DEPT	08/02/2012	394.51	394.51	08/22/2012	
	JULY 8401	WEBINAR - LESLIE	08/02/2012	35.00	35.00	08/22/2012	
	JULY 8419	LIFEGUARD EXPENSE	08/02/2012	63.98	63.98	08/22/2012	
	JULY 8419	ZUMBA FITNESS	08/02/2012	30.00	30.00	08/22/2012	
	JULY 8419	LACROSSE	08/02/2012	50.00	50.00	08/22/2012	
	JULY 8419	CLEANING WEEK DECORATIO	08/02/2012	251.10	251.10	08/22/2012	
	JULY 8427	ON SITE - TEST KITS	08/02/2012	92.50	92.50	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	9.48	9.48	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	49.70	49.70	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	10.55	10.55	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	7.65	7.65	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	38.04	38.04	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	26.78	26.78	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	6.72	6.72	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	27.79	27.79	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	33.30	33.30	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	15.21	15.21	08/22/2012	
	JULY 8427	TRAVEL EXPENSE - PD	08/02/2012	.10-	.10-	08/22/2012	
	JULY 8435	REPAIRS TO AUDIO BOARD - B	08/02/2012	200.00	200.00	08/22/2012	
	JULY 8435	MEMORY UPGRADE - DELL SE	08/02/2012	83.18	83.18	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	9.04	9.04	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	7.23	7.23	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	21.66	21.66	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	6.64	6.64	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	8.85	8.85	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	25.48	25.48	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	10.05	10.05	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	10.20	10.20	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	43.72	43.72	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	12.63	12.63	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	18.64	18.64	08/22/2012	
	JULY 8450	TRAVEL EXPENSE - PD	08/02/2012	488.09	488.09	08/22/2012	
	JULY 8468	PLANNER CONF. REGISTRATIO	08/02/2012	260.00	260.00	08/22/2012	
	JULY 8468	PLANNER CONF. REGISTRATIO	08/02/2012	2.08	2.08	08/22/2012	
	JULY 9433	SUMMER BIATHLON	08/02/2012	233.63	233.63	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	56.76	56.76	08/22/2012	
	JULY 9433	FIRST AID / CPR	08/02/2012	109.95	109.95	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	80.91	80.91	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	96.27	96.27	08/22/2012	
	JULY 9433	WRPA REGISTRATION	08/02/2012	180.00	180.00	08/22/2012	
	JULY 9433	WRPA REGISTRATION	08/02/2012	180.00	180.00	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	86.65	86.65	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	122.92	122.92	08/22/2012	
	JULY 9433	CONFERENCE REGISTRATION	08/02/2012	230.00	230.00	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	261.63	261.63	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	57.26	57.26	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	224.64	224.64	08/22/2012	
	JULY 9433	AQUATIC PROGRAMS	08/02/2012	233.63-	233.63-	08/22/2012	
Total 10280:				7,223.55	7,223.55		
WAL MART COMMUNITY BRC							
10330							
	003325	OFFICE SUPPLIES	07/31/2012	26.78	26.78	08/22/2012	
	003325	AQUATIC PROGRAMS	07/31/2012	27.39	27.39	08/22/2012	
	00396	PRIZES FOR BIATHLON	07/27/2012	35.88	35.88	08/22/2012	
	031254	SUPPLIES	07/31/2012	37.71	37.71	08/22/2012	
	03440	Swim Diapers	07/30/2012	19.94	19.94	08/22/2012	100078
	03441	OFFICE SUPPLIES	07/30/2012	64.75	64.75	08/22/2012	
	05970	DISTILLED WATER - LAB	08/08/2012	70.40	70.40	08/22/2012	
	06612	SUPPLIES	08/01/2012	12.80	12.80	08/22/2012	
	06612	SUPPLIES	08/01/2012	3.68	3.68	08/22/2012	
	06612	SUPPLIES	08/01/2012	33.35	33.35	08/22/2012	
	06797	FOOD FOR INTERVIEW BOARD	08/03/2012	9.84	9.84	08/22/2012	
	08993	SUPPLIES	08/03/2012	55.34	55.34	08/22/2012	
Total 10330:				397.86	397.86		
WARD, DAVID							
129466							
	080712	REFUND CASH BOND FOR MC-	08/07/2012	1,000.00	1,000.00	08/08/2012	
Total 129466:				1,000.00	1,000.00		
WATCO POOLS							
10370							
	14657	POOL CHEMICALS	07/23/2012	1,532.74	1,532.74	08/22/2012	
	14755	REPAIR POOL EQUIPMENT	08/02/2012	459.83	459.83	08/22/2012	
Total 10370:				1,992.57	1,992.57		
WCSTELECOM							
124746							
	21137162	LONG DISTANCE	08/06/2012	156.02	156.02	08/22/2012	
Total 124746:				156.02	156.02		
WEBSTER MOTORS, INC							
10460							
	8709	KEY & CABLE	07/10/2012	99.29	99.29	08/22/2012	
	8788	SWITCH D03	07/27/2012	315.11	315.11	08/22/2012	
	8793	LOCK	07/27/2012	120.02	120.02	08/22/2012	
	8835	RETURN LOCK	08/03/2012	120.02-	120.02-	08/22/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10460:				414.40	414.40		
WESCO DISTRIBUTION INC							
10480							
	650391	SYSTEM EXPANSION	07/27/2012	367.53	367.53	08/22/2012	
	650457	SYSTEM EXPANSION	07/27/2012	739.00	739.00	08/22/2012	
Total 10480:				1,106.53	1,106.53		
WEST PARK HOSPITAL							
10500							
	COPD-7/2/12	CASES 12-277, 12-407, 12-611, 1	07/02/2012	719.10	719.10	08/22/2012	
Total 10500:				719.10	719.10		
WESTERN PATHOLOGY CONSULT							
10570							
	CP1688	RANDOM TESTING - PD	07/31/2012	90.00	90.00	08/22/2012	
	CP1688	RANDOM TESTING - EL	07/31/2012	31.50	31.50	08/22/2012	
	CP1688	RANDOM TESTING - STREETS	07/31/2012	36.00	36.00	08/22/2012	
	CP1688	RANDOM TESTING - SHOP	07/31/2012	4.50	4.50	08/22/2012	
	CP1688	RANDOM TESTING - SANITATI	07/31/2012	31.50	31.50	08/22/2012	
	CP1688	RANDOM TESTING - WATER	07/31/2012	22.50	22.50	08/22/2012	
	CP1688	RANDOM TESTING - WASTE W	07/31/2012	13.50	13.50	08/22/2012	
	CP1688	RANDOM TESTING - REC	07/31/2012	27.00	27.00	08/22/2012	
Total 10570:				256.50	256.50		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4025038	SYSTEM EXPANSION	07/31/2012	1,923.71	1,923.71	08/22/2012	
	4025038	SYSTEM REPAIRS	07/31/2012	1,500.80	1,500.80	08/22/2012	
	4025038	NEW SERVICE	07/31/2012	1,119.30	1,119.30	08/22/2012	
Total 10605:				4,543.81	4,543.81		
WILD WEST CONSTRUCTION							
10615							
	080612	ASPHALT PATCHING	08/06/2012	6,390.00	6,390.00	08/22/2012	
Total 10615:				6,390.00	6,390.00		
WOMACK MACHINE SUPPLY CO.							
128944							
	0104151	ROLLER REPAIR H05	07/16/2012	70.00	70.00	08/22/2012	
	0104378	HYD FITTINGS	07/23/2012	166.60	166.60	08/22/2012	
	0104378	HYD. 10643-12-12	07/23/2012	16.80	16.80	08/22/2012	HYD. 10643-12-12
	0104378	HYD. 10343-12-12	07/23/2012	6.90	6.90	08/22/2012	HYD. 10343-12-12
	0104378	fitting, hyd.	07/23/2012	10.85	10.85	08/22/2012	HYD. 10343-16-12
Total 128944:				271.15	271.15		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	080612	CONTRIBUTIONS	08/06/2012	11,775.87	11,775.87	08/06/2012	
	080612	CONTRIBUTIONS	08/06/2012	18.55	18.55	08/06/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10670:				11,794.42	11,794.42		
WYOMING DEPT OF EMPLOYMENT							
10810							
	080612	2nd QRT UNEMPLOYMENT	08/06/2012	3.82-	3.82-	08/06/2012	
	080612		08/06/2012	450.47	450.47	08/06/2012	
Total 10810:				446.65	446.65		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000052409	TRAFFIC MAINT.	07/31/2012	127.28	127.28	08/22/2012	
Total 10805:				127.28	127.28		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	082512	POWER PURCHASE - JULY 201	08/01/2012	817,981.37	817,981.37	08/22/2012	
Total 10920:				817,981.37	817,981.37		
WYOMING RETIREMENT SYSTEM							
10950							
	080612	CONTRIBUTIONS -	08/06/2012	61,588.36	61,588.36	08/06/2012	
Total 10950:				61,588.36	61,588.36		
WYOMING RIVER TRIPS							
10960							
	870	SUMMER CAMP	08/01/2012	1,134.00	1,134.00	08/22/2012	
Total 10960:				1,134.00	1,134.00		
WYOMING SPRINKLER, LLC							
10975							
	19811	SPRINKLER SYSTEM - RECYCL	08/03/2012	544.89	544.89	08/22/2012	
Total 10975:				544.89	544.89		
YANKEE CAR WASH							
128282							
	073112	CAR WASHES - ADMIN	07/31/2012	14.00	14.00	08/22/2012	
	073112	CAR WASHES - PD	07/31/2012	151.01	151.01	08/22/2012	
	073112	CAR WASHES - ELEC. DEPT.	07/31/2012	10.00	10.00	08/22/2012	
	073112	CAR WASHES - BUILDING INSP	07/31/2012	10.00	10.00	08/22/2012	
Total 128282:				185.01	185.01		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	080112	AUGUST FUNDING	08/01/2012	13,975.66	13,975.66	08/22/2012	
Total 11150:				13,975.66	13,975.66		
ZIER'S AUTO SALVAGE							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129482	2668	USED SPINDLE	07/31/2012	75.00	75.00	08/22/2012	
Total 129482:				75.00	75.00		
Grand Totals:				1,532,001.93	1,532,001.93		

Payroll \$199,960.48

TOTAL \$1,731,962.41

Report Criteria:

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

MEETING DATE: 8/21/12

DEPARTMENT: ADMINISTRATION

PREPARED BY: CINDY BAKER

PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

OPEN CONTAINER PERMIT

ACTION TO BE TAKEN:

Kathy Thompson, on behalf of the Cody Country Chamber of Commerce would like approval of an open container permit from the Cody City Council to be able to serve beer and wine as an appreciation party for volunteers and training session for the 2012 Buffalo Bill Art Show. This event would either take place on Monday, September 17th or Tuesday, September 18th from 5:30 to 8:30 p.m. This event will take place in what is considered the "courtyard area" at the Chamber of Commerce Building.

SUMMARY OF INFORMATION:

The non-profit organization is seeking permission from Cody City Council to serve beer and wine to the volunteers during an appreciation event and training session for the Buffalo Bill Art Show. They expect around 60 people for this event, will not serve to or allow alcohol to be consumed by minors under the age of 21. The Cody City Council must approve this open container permit as the event will take place on City property.

FISCAL IMPACT

Open Container Permit \$10

ALTERNATIVES

1. Grant alcohol permit
2. Do not grant the request

ATTACHMENTS

Agenda Request Form
Open Container Permit

AGENDA & SUMMARY REPORT TO:

Kathy Thompson, Cody Country Chamber of Commerce

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

Name of person to appear before the Council Kathy Thompson

Organization Represented Chamber of Commerce

Date you wish to appear before the Council Aug 7th or Aug 21st

Mailing Address 836 Sheridan Ave Telephone 587-5002

E-Mail Address info@buffalobillartshow.com

Preferred form of contact: Telephone _____ E-Mail _____

Names of all individuals who will speak on this topic (1)

Event Title (if applicable) Buffalo Bill Art Show

Date(s) of Event (if applicable) Mon or Tues Sept. 17 or 18 (depending on approval)

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Volunteer party for appreciation week

on Art Show.

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

Signature Kathleen Thompson Date July 30, 2012



City of Cody
Open Container Permit Application

Organization/Group: Buffalo Bill Art Show - Volunteers

Reservation Date: _____ Number of People: 60 people

Starting Time: 5:30 Ending Time: 8:30

Location: Cody Chamber of Commerce

Description of gathering: Volunteer appreciation and training for 2012 show.

Fee: \$10.00 Received by: _____

Name of Representative: Kathy Thompson

Mailing Address: 836 SHERIDAN AVE

City, State, Zip Code: CODY WY 82414

Telephone Number: 307.587.5002 307.587.9543
Day Evening

*** Alcohol may not be served to or consumed by minors under the age of 21.

*** No fee may be charged for persons to consume alcohol.

*** Representative is responsible for obeying all park regulations.

Kathleen M. Thompson
Representative Signature

City Approved By: _____ Date: _____

Project Contingency and Development Agreement

THIS AGREEMENT (this “Agreement”) is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming (“City of Cody”) and the Cody Stampede Board, a Wyoming non-profit Corporation.

RECITALS

- (A) The **City of Cody** will apply for a Wyoming Business Council Community Readiness Grant (the “Grant”) from the Wyoming Business Council (“WBC”) in the amount of four hundred eighty four thousand nine hundred and one dollars (\$484,901) and will allocate the grant funds to the Cody Stampede Board to rehabilitate the south side grandstands by creating twenty nine (29) ADA Compliant seats, reconstructing the ramps, replacing the wood decking on the main grandstand floor, replacing the railings, reconstructing the roof, creating a new ADA compliant parking area, erecting a new lit, animated and electric sign, and constructing log gate posts and a gate.
- (B) The **Cody Stampede Board** has committed to provide the project match of 50% which equates to \$242,450.50 in addition to the operation and maintenance of said infrastructure and improvements; and,
- (C) The **City of Cody and Cody Stampede Board** are aware that the construction and improvements made to the Cody Stampede Grounds would facilitate safety to the patrons attending the rodeo events; comply with the Americans with Disabilities Act requirements; beautify and create a better visual attraction to the visitors entering Cody from Yellowstone as well as those visitors exiting Cody on their way to Yellowstone; and ensure that the tradition of rodeo in the Cody Community will go on for years to come.
- (D) The program under which the grant is given authorizes project administration by a community development organization other than the Grant Applicant pursuant to a written agreement between the applicant and the community development organization, however, the **City of Cody and the Cody Stampede Board** agree that the project administration will be the responsibility of the **City of Cody** in cooperation with and in reliance on the **Cody Stampede Board**.
- (E) The parties agree and understand that the **City of Cody** will have to sign a grant agreement with the Wyoming Business Council, and that the **Cody Stampede Board** will review and become familiar with the terms and conditions of that agreement, and will cooperate with the **City of Cody** in complying and fulfilling the terms and conditions of that agreement.

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

1. PROJECT DESCRIPTION:

The project involves the rehabilitation of the south side grandstands of the Cody Stampede Grounds, creating 29 ADA compliant seats, with companion seating, the reconstruction of the ramps of the grandstand, replacement of the wood decking on the mail floor of the grandstand, replacement of the railings on the grandstand, reconstruction of the roof of the grandstand, the creation of new ADA compliant parking and pathway to the grandstands, the erection of a new, animated, lit and electronic reader board sign, and the construction of log gate posts and a gate at the east entrance of the grounds.

2. OBLIGATIONS OF THE CODY STAMPEDE BOARD

- a. **The Cody Stampede Board** shall work closely with the City of Cody to ensure that all planning, bidding and construction is performed in accordance to Wyoming State Law.
- b. **The Cody Stampede Board** fully recognizes that the project administration will be the responsibility of the **City of Cody**, and that all work performed must receive the approval of the **City of Cody** prior to the commencement of any work performed.
- c. **The Cody Stampede Board** shall name a Board Member(s) who shall act as the liaison of the project between the **City of Cody and the Cody Stampede Board** to ensure that timely decisions are made.
- d. **The Cody Stampede Board** shall ensure payment of the funds necessary to satisfy the matching requirements of the grant for the infrastructure improvements, construction, and including any cost overruns which may occur in the project.
- e. **The Cody Stampede Board** shall not enter into or negotiate any contracts with, or make any promises, representations or assurances to contractors, sub-contractors, engineers, architects or other professionals to perform any work on this project, nor shall the **Cody Stampede Board** commence any work on the project, with out first obtaining approval from the City of Cody. The Cody Stampede Board understands that failure to comply with the terms of this agreement, or the terms of the grant agreement executed by the **City of Cody** and the Wyoming Business Council could result in a loss of grant funds, and a reimbursement to the Wyoming Business Council or City of Cody for grant funds already spent. Any and all contracts for work to be performed pursuant to this Agreement shall be signed by the **Cody Stampede Board** as Owner and the **City of Cody** as payor.

3. BREACH AND REMEDIES

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the

conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the nondefaulting party(ies)_ may take steps reasonably necessary to enforce its/their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, may, upon mutual agreement of the parties, be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Cody, Wyoming.

4. REPRESENTATIVES/NOTICES

The **City of Cody** designates Nancy Tia Brown as their Representative, and the **Cody Stampede Board** designates Marc Thompson as its representative. All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

City of Cody
Mayor Nancy Tia Brown
PO Box 2200
Cody, WY 82414

Cody Stampede Board
Marc Thompson
1031 12th Street
Cody, WY 82414

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail (telexed notices shall be deemed given upon completion of transmission to the duly assigned telefax number of the party to whom such notice is given).

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and City of Cody does not have authority to sign without an affirmative vote of the City Council.

5. REPRESENTATIONS AND WARRANTIES OF THE CODY STAMPEDE BOARD

The **Cody Stampede Board** represents and warrants to the **City of Cody** that:

- a. **Corporate Status. Cody Stampede Board** is a non-profit corporation duly organized, validly existing and in good standing under the laws of Wyoming.
- b. **Corporate Power. Cody Stampede Board** has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary corporate action by the **Cody Stampede Board**. This Agreement is a valid and binding obligation of the **Cody Stampede Board**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).
- c. **Nonbreach of Other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated here in will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of the **Cody Stampede Board**.
- d. **No Pending Lawsuits.** There are no actions, suits, or proceedings against the **Cody Stampede Board** pending, or to the knowledge of the **Cody Stampede Board** threatened before any court or by or before any governmental instrumentality, which could have a materially adverse effect on the ability of the **Cody Stampede Board** to perform its obligations under this Agreement.
- e. **No Default in Court Orders or Similar Agreements.** There exists no default by the **Cody Stampede Board** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and the **Cody Stampede Board** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.
- f. **Signatory Authority.** Each person signing this Agreement on behalf of the **Cody Stampede Board** has the full authority to sign on behalf of and bind the **Cody Stampede Board** to this Agreement.

6. NECESSARY ACTS AND FUTHER ASSURANCES

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

7. VENUE AND JURISDICTION

This Agreement will be construed under the laws of the State of Wyoming. Venue and jurisdiction shall lie in the District Court, Fifth Judicial District in Park County, Wyoming.

8. BENEFICIARIES

This Agreement is negotiated for the exclusive benefit of the parties hereto and to the residents, visitors, and patrons of Cody, Wyoming.

9. NO WAIVER OF IMMUNITIES

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights or privileges of the **City of Cody** under the doctrines of sovereign or governmental immunity nor shall in any way be deemed a waiver of any of the requirements, defenses, limits, or immunities provided by the Wyoming Governmental Claims Act and the Wyoming Constitution.

10. AVAILABILITY OF FUNDS

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement then this Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as result of termination under this section.

11. COMPLIANCE WITH LAWS

The **City of Cody** and the **Cody Stampede Board** shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

12. INDEMNITY

The **Cody Stampede Board** shall indemnify, defend and hold the **City of Cody** harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by the **Cody Stampede Board** related in any way to this Agreement including but not limited to claims for injuries, death, and property damage arising during the project, and claims for repayment or any grant funds to the Wyoming Business Council arising from the **Cody Stampede Board's** breach or failure to comply with this Agreement or the terms of the Grant Agreement.

13. CONTRACTUAL MATTERS

- a. **Performance Matters.** With respect to the performance of this Agreement, **Cody Stampede Board** agrees as follows:
 - i. **Nondiscrimination.** **Cody Stampede Board** shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"). 42 U.S.C. 12101, et seq. **Cody Stampede Board** shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.
 - ii. **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Cody Stampede Board** relative to the construction of the infrastructure, shall identify the **City of Cody** and WBC as the sponsoring agencies and shall not be released without prior written approval from the **City of Cody**. The **City of Cody** will respond within a reasonable time to requests by **Cody Stampede Board** regarding proposed publicity.
- b. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the **City of Cody** as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the **City of Cody**. In the event the **City of Cody** does not pass a resolution supporting the application by the **City of Cody** to WBC for grant funds for the infrastructure and grounds improvements, the **City of Cody** shall have the right to declare this Agreement null and void and of no further force or effect. Thereby, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.
- c. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Agreement. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be in the Fifth Judicial District in Park County, Wyoming.
- d. **Audit.** The **City of Cody** and **Cody Stampede Board** and any of its representatives shall have access to any books, documents, papers, and records of **Cody Stampede Board** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Cody Stampede Board** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

- e. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- f. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.
- g. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- h. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, and materials of any kind related to the construction of the project shall be considered all times to be the property of **Cody Stampede Board**.
- i. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.
- j. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- k. **Successors and Assigns.** **Cody Stampede Board** shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the **City of Cody**. The terms of this Agreement shall bind the

parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody**.

- l. **Modification**. This Agreement may be amended or modified only in a writing signed by all the parties hereto.
- m. **Paragraph Headings**. Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- n. **Waiver and Failure to Declare a Default**. The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for such any subsequent default or violation.
- o. **Interpretations**. Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.
- p. **Invalid Provisions**. It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.
- q. **Facsimile Signatures and Counterparts**. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective _____, 2012.

CITY OF CODY, WYOMING

CODY STAMPEDE BOARD

By: _____

By: _____

Title: _____

Title: _____

PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming (“**City of Cody**”), **Forward Cody Wyoming, Inc.**, a Wyoming non-profit corporation (“**Forward Cody**”), and **Wyoming Authentic Products, LLC**, a Wyoming corporation (“**Wyoming Authentic Products**”).

RECITALS

(A) The **City of Cody** will apply for a Wyoming Business Ready Communities-Business Committed Grant (the “**Grant**”) from the Wyoming Business Council (“**WBC**”) in the amount of One Million Two Hundred Twenty-Three Thousand One Hundred Seventy-Eight Dollars (\$1,223,178.00) (“**the grant**”) and will distribute the money from that grant to Forward Cody, pursuant to the terms of that grant according to state law, to allow Forward Cody to acquire appropriate real property, provide infrastructure improvements, and construct a building on property in Cody, Park County, Wyoming.

(B) **Wyoming Authentic Products** is in the business committed with respect to the above-described grant; and,

(C) The **City of Cody** and **Forward Cody** are aware that the construction and operation of the **Wyoming Authentic Products** facility would promote the sound economic growth of the Park County, Wyoming area through, among other things, the creation of new jobs, improvement of the tax base, and creation of other resources in the Park County, Wyoming area, all of which constitute a public purpose, and,

(D) The program under which the grant is given authorizes project administration by a community development organization other than the Grant applicant pursuant to a written agreement between the applicant and the community development organization; and

(E) **Forward Cody** is a community development organization; and

(F) The complex nature of the project will require significant expenditure of time and resources for project administration; and

(G) **Forward Cody** has significant expertise and knowledge of the project to properly perform the project administration; and,

(H) It is of a definable benefit to the **City of Cody**, in the savings of City resources, and reasonably necessary to City of Cody, based upon the expertise of **Forward Cody**, that **Forward Cody** administer the project.

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

1. PROJECT DESCRIPTION:

The project involves the construction of a building of approximately six thousand (6,000) square feet (the “Project”) and leasing of the Project to **Wyoming Authentic Products**. The design and development of the Project and the construction thereof will be partially funded by the Grant. The terms and requirements of the Grant agreement are, by this reference, incorporated herein.

2. OBLIGATIONS OF **FORWARD CODY**:

- 2.A. **Forward Cody** shall be responsible for all phases of grant management and administration of the Project, including, without limitation, construction of the Project. In this capacity, **Forward Cody** shall, among other things necessary to manage the Project:
- 2.A(i). With the agreement of the **City of Cody**, and **Wyoming Authentic Products**, choose a qualified architectural and engineering firm to develop plans and specification for the construction of the proposed facility.
 - 2.A(ii). Arrange for the purchase of sufficient real estate to carry out the project.
 - 2.A(iii). Contract with a party chosen with the agreement of the **City of Cody**, and **Wyoming Authentic Products** to provide the necessary infrastructural improvements and construction of the building.
 - 2.A(iv). Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law. As part of this obligation, **Forward Cody** shall comply with any and all advertising and bidding requirements for all phases of the project, and shall not hire, contract with, bind itself or otherwise commit grant money for construction or development of the project until it has consulted with **City of Cody** staff to ensure compliance with state advertising and bidding requirements.
 - 2.A(v). Keep appropriate and complete records of transactions relative to the Grant.
 - 2.A(vi). Keep the **City of Cody** informed of all matters regarding the Project and give regular reports to the **City of Cody** about the Project. Such reports shall be given as often as the **City of Cody** requests and, at the option of the **City of Cody**, may be verbal or written.
 - 2.A(vii). Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to the **City of Cody**.

- 2.A(viii). Enter into a ten (10) year Building Lease Agreement with **Wyoming Authentic Products** (in a form substantially as set forth on Exhibit “B” hereto) for the continued operation and maintenance of these assets, said lease to initially charge a basic rental amount of Twenty-Four Thousand Dollars (\$24,000.00) per year, which amount shall be increased following the first three (3) years of the lease to a basic rental amount of Forty-Eight Thousand Dollars (\$48,000.00) per year for the remaining seven (7) years of the lease term. Lease payments will be utilized to cover the ownership costs of the facility. Any additional monies shall be used in accordance with the Revenue Recapture Plan attached herein as Exhibit “C”.
- 2.B. With respect to the construction costs for the **Project, Forward Cody** shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the **City of Cody** and/or the WBC. **Forward Cody** shall make such other reports in such forms and at such times as may be reasonably required by the **City of Cody** or the WBC.
- 2.C. In performance of its obligations under this Agreement, **Forward Cody** shall conform its conduct to the statutory obligations of the **City of Cody** and the grant requirements undertaken by the **City of Cody**.
- 2.D. The **City of Cody** may terminate this agreement for reasonable cause, or for any breach of this agreement by **Forward Cody** or **Wyoming Authentic Products**. **Forward Cody** services shall be deemed to start after all parties have signed this agreement.
- 2.E. **Forward Cody** may not terminate this agreement before the successful completion of this Agreement. Following such completion, **Forward Cody** may terminate this agreement at any time upon giving the **City of Cody** sixty (60) days prior notice.

3. OBLIGATIONS OF THE **CITY OF CODY**:

- 3.A. The **City of Cody** shall:
- 3.A(i). Apply for the Grant on or before May 1, 2012;
- 3.A(ii). Notify WBC that **Forward Cody** is the designated community development organization with respect to the administration of the Grant.
- 3.A(iii). Forward any and all documentation received from WBC or others regarding this project to **Forward Cody** in a timely manner.

- 3.A(iv). Receive, review and submit in a timely fashion grant reports and requests for grant reimbursements submitted to the **City of Cody** by **Forward Cody**. **Forward Cody** recognizes that the submittal and payment process may take up to sixty (60) days, and will include a statement in all contracts with each architect, engineer, contractor and others who will be paid by grant funds (collectively “payees”) that informs the payees that payment for invoices may be delayed by at least sixty (60) days.
- 3.A(v). Forward all grant reimbursements from WBC to **Forward Cody** in a timely fashion for all appropriate expenses paid by **Forward Cody**.

4. OBLIGATIONS OF WYOMING AUTHENTIC PRODUCTS:

4.A. Wyoming Authentic Products shall:

- 4.A(i). Pursue timely and efficient communications with **Forward Cody** regarding the planning, design and implementation of real property improvements to be made on the property.
- 4.A(ii). Create no less than fifteen (15) full time positions at or above the sustainable family wage rate of \$14.37 per hour.
- 4.A(iii). Be responsible for any cost overruns associated with project changes that are completed at the request of **Wyoming Authentic Products**.
- 4.A(iv). Enter into a Lease Agreement with **Forward Cody** in a form substantially as set forth on Exhibit “B” hereto.
- 4.A(v). Provide in a timely fashion, all necessary job and wage information to **Forward Cody**, required for the submission of reports to the Wyoming Business Council. Project reporting will be required during the term of the lease.

5. BREACH AND REMEDIES:

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the nondefaulting parties may take steps reasonably necessary to enforce their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement will be

construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or the filing of any arbitration determination shall lie in the District Court, Fifth Judicial District in Park County, Wyoming. Any arbitration shall be conducted in Cody, Wyoming.

6. REPRESENTATIVES/NOTICES

The **City of Cody** designates Nancy Tia Brown as their “**Representative**”, **Wyoming Authentic Products** designates David Fales as its representative and **Forward Cody** designates James Klessens as its “**Representative.**” All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To **City of Cody**
Mayor Nancy Tia Brown
City of Cody
P.O. Box 2200
Cody, WY 82414

To **Wyoming Authentic Products, LLC**
David A. Fales
P.O. Box 2212
Cody, WY 82414

To **Forward Cody:**
Forward Cody Wyoming, Inc.
Attn: James Klessens
1131 13th Street, #106
Cody, WY 82414

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail (telexed notices shall be deemed given upon completion of transmission to the duly assigned telex number of the party to whom such notice is given).

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor of the City of Cody does not have authority to sign without an affirmative vote of the City Council.

7. **REPRESENTATIONS AND WARRANTIES OF WYOMING AUTHENTIC PRODUCTS.**

Wyoming Authentic Products represents and warrants that:

- 7.A. **Corporate Status.** **Wyoming Authentic Products** is a corporation duly organized, validly existing, and in good standing under the laws of Wyoming.
- 7.B. **Corporate Power.** **Wyoming Authentic Products** has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary corporate action by **Wyoming Authentic Products**. This Agreement is a valid and binding obligation of **Wyoming Authentic Products**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).
- 7.C. **Nonbreach of Other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of **Wyoming Authentic Products** of any mortgage or lien to which **Wyoming Authentic Products** is a party or is subject or by which **Wyoming Authentic Products** or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which **Wyoming Authentic Products** is a party or is subject or by which **Wyoming Authentic Products** or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by **Wyoming Authentic Products** of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.
- 7.D. **No Pending Lawsuits.** There are no actions, suits, or proceedings against **Wyoming Authentic Products** pending or, to the knowledge of **Wyoming Authentic Products** threatened before any court or by or before any governmental instrumentality, which could have a materially adverse effect on the ability of **Wyoming Authentic Products** to perform its obligations under this Agreement.
- 7.E. **No Default in Court Orders or Similar Agreements.** There exists no default by **Wyoming Authentic Products** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Wyoming Authentic Products** is not in default of any agreements similar to the Agreement

set forth herein with any other state, city, governmental agency, or any other party.

- 7.F. **Signatory Authority.** Each person signing this Agreement on behalf of **Wyoming Authentic Products** has the full authority to sign on behalf of and bind **Wyoming Authentic Products** to this Agreement.

8. REPRESENTATIONS AND WARRANTIES RELATING TO THE LAND.

Forward Cody represents and warrants that:

- 8.A. **Title.** Pursuant to Paragraph 2.A(ii) above, Forward Cody shall arrange for purchase of property sufficient for the construction of the Project.
- 8.B. **Hazardous Materials.** To the best of **Forward Cody's** knowledge: (i) no Hazardous Waste (as defined herein) has been used, generated, released, stored or disposed of on the Land, or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape activities; (ii) no tanks have been located on or below the surface of the Land, (iii) the Land is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Land. For purposes of this Agreement, "**Hazardous Waste**" means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).
- 8.C. **Other Interests.** **Wyoming Authentic Products** has no contract with any third party holding any option to purchase, right of first refusal or right to purchase the Land or any portion thereof.
- 8.D. **No Leases or Contracts.** There are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by **City of Cody**, affecting or relating to the right of any party with respect to the possession of the Land or any portion thereof which are obligations which will affect the Land or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Land which are obligations which will affect the Land or any portion thereof.
- 8.E. **Existing Land Use Restrictions and Permits.** To the best of **Forward Cody's** knowledge, the Land is currently zoned to permit the operation of a storage facility such as that contemplated for operation on the project premises.

9. NECESSARY ACTS AND FURTHER ASSURANCES.

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or

appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

10. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights or privileges of the City of Cody under the doctrines of sovereign or governmental immunity nor shall in any way be deemed a waiver or any of the requirements or immunity provided by this Wyoming Governmental Claims Act.

11. AVAILABILITY OF FUNDS:

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement then this Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as result of termination under this section.

12. COMPLIANCE WITH LAWS:

Forward Cody, and Wyoming Authentic Products shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

13. INDEMNITY:

Forward Cody shall indemnify, defend and hold the City of Cody harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by Forward Cody related in any way to this Agreement. Wyoming Authentic Products shall indemnify, defend and hold the City of Cody and Forward Cody harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by Wyoming Authentic Products related in any way to this Agreement.

14. CONTRACTUAL MATTERS

14.A. Performance Matters. With respect to the performance of this Agreement, Forward Cody agrees as follows:

14.A(i). Nondiscrimination. Forward Cody shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in

the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as “ADA”). 42 U.S.C. 12101, et seq. **Forward Cody** shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

- 14.A(ii). **Publicity**. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Forward Cody** relative to the construction of the Project, shall identify the **City of Cody** and WBC as the sponsoring agencies and shall not be released without prior written approval from the **City of Cody**. The **City of Cody** will respond within a reasonable time to requests by **Forward Cody** regarding proposed publicity.
- 14.B. **Local Public Hearing and Approval**. The Parties acknowledge that the application for grant funding by WBC requires the **City of Cody** as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the **City of Cody**. In the event the **City of Cody** does not pass a resolution supporting the application by the **City of Cody** to WBC for grant funds for the Project, the **City of Cody** shall have the right to declare this Agreement null and void and of no further force or effect. Thereby, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.
- 14.C. **Audit**. The **City of Cody** and any of its representatives shall have access to any books, documents, papers, and records of **Forward Cody** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Forward Cody** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.
- 14.D. **Third Party Beneficiary Rights**. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party’s performance or failure to

perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- 14.E. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.
- 14.F. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- 14.G. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, and materials of any kind related to the construction of the Building shall be owned jointly by **Forward Cody and Wyoming Authentic Products.**
- 14.H. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.
- 14.I. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- 14.J. **Successors and Assigns.** **Forward Cody** shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the **City of Cody.** **Wyoming Authentic Products** not shall use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Cody and Forward Cody. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute a consent to any assignment of this

Agreement but has reference only to those instances in which specific written consent may have been given by the City of Cody and/or Forward Cody.

- 14.K. **Modification.** This Agreement may be amended or modified only in a writing signed by all the parties hereto.
- 14.L. **Paragraph Headings.** Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- 14.M. **Waiver and Failure to Declare a Default.** The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for such any subsequent default or violation.
- 14.N. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.
- 14.O. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.
- 14.P. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

(This space is intentionally left blank.)

DATED effective _____.

CITY OF CODY, WYOMING

FORWARD CODY WYOMING, INC.

By: _____

By: _____

Title: _____

Title: _____

**WYOMING AUTHENTIC PRODUCTS,
LLC**

By: _____

Title: _____

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BUILDING LEASE AGREEMENT

THIS BUILDING LEASE AGREEMENT is made and entered into as of the 15th day of July, 2012, between Forward Cody Wyoming, Inc. ("FORWARD CODY"), and Wyoming Authentic Products, LLC ("WYOMING AUTHENTIC PRODUCTS").

WITNESSETH:

WHEREAS, FORWARD CODY is the owner of the following-described property as described herein and desires to lease the same to a suitable tenant:

Lot 1, Hill Subdivision, T. 52 N., R. 101 W., 6th P.M., Original Town (now city) of Cody, Park County, Wyoming; and

WHEREAS, WYOMING AUTHENTIC PRODUCTS desires to lease THE PREMISES for use as a facility for the processing of meat products;

WHEREAS, FORWARD CODY shall, in consultation with WYOMING AUTHENTIC PRODUCTS, construct a building to meet the above-described purposes in accordance with the Project Development Agreement executed contemporaneously herewith; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: DEFINITIONS

1.1 As used in this Building Lease Agreement:

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Building Lease Agreement;
- b) "THE BUILDING" shall be used to refer to the building located in Lot 1, Hill Subdivision, in the City of Cody, State of Wyoming;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
- e) "WYOMING AUTHENTIC PRODUCTS" shall refer to the Wyoming Authentic Products, LLC of 179 Road 3CXS, Cody, WY 82414;

- f) "FORWARD CODY" shall be used to refer to Forward Cody Wyoming, Inc. or its authorized agent of 1131 13th Street, #106;
- g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and
- h) "THE PREMISES" shall be used to refer to the above-described property, as well as THE BUILDING located thereon as more particularly described in Paragraph 2.1.

SECTION TWO: SUBJECT AND PURPOSE

2.1 FORWARD CODY leases to WYOMING AUTHENTIC PRODUCTS THE PREMISES reflected on the preliminary sketch plan attached as Exhibit "A":

2.2 THE PREMISES shall be used and occupied only for use as a facility for the processing of meat products and for the business offices of WYOMING AUTHENTIC PRODUCTS and for no other purpose without the written consent of FORWARD CODY. If, in the opinion of FORWARD CODY, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such offices, FORWARD CODY may give WYOMING AUTHENTIC PRODUCTS written notice requiring WYOMING AUTHENTIC PRODUCTS to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND RENT

3.1 FORWARD CODY leases THE PREMISES for a term of ten (10) years, commencing on or about February 1, 2013, and terminating on January 31, 2023, or sooner as provided herein, at the monthly rental amount for the first LEASE YEAR of Twenty-Four Thousand Dollars (\$24,000.00), hereinafter referred to as the "BASIC RENT." This BASIC RENT shall continue for the initial lease term of three (3) years. Following this first three (3) years of the lease term, the annual rental amount in the fourth and subsequent lease years will be Forty-Eight Thousand Dollars (\$48,000.00) per year for the remaining seven (7) years of the lease term. The first LEASE YEAR shall commence on or about February 1, 2013 and end on January 31, 2014. All payments required herein are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, the parties may renew THIS AGREEMENT upon such terms and conditions as may be mutually agreeable between

FORWARD CODY and WYOMING AUTHENTIC PRODUCTS. In the event FORWARD CODY and WYOMING AUTHENTIC PRODUCTS are unable to mutually agree upon the terms of a renewal agreement, THIS AGREEMENT shall expire upon the terms and conditions contained herein.

3.3 All payments of rent shall be made by WYOMING AUTHENTIC PRODUCTS to FORWARD CODY without notice or demand, at such place as FORWARD CODY may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by FORWARD CODY in any manner other than herein specified, shall not be a waiver of the rights of FORWARD CODY to insist on having all other payments of rent made in the manner and at the time herein specified.

3.4 No payment by WYOMING AUTHENTIC PRODUCTS or receipt by FORWARD CODY of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and FORWARD CODY may accept such check or payment without prejudice to FORWARD CODY's rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.5 All charges, costs and expenses which WYOMING AUTHENTIC PRODUCTS is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of WYOMING AUTHENTIC PRODUCTS' failure to pay such amounts, and all damages, costs and expenses which FORWARD CODY may incur by reason of any default of WYOMING AUTHENTIC PRODUCTS, or failure on WYOMING AUTHENTIC PRODUCTS' part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional rent, and, in the event of non-payment by WYOMING AUTHENTIC PRODUCTS, FORWARD CODY shall have the rights and remedies with respect thereto as FORWARD CODY has for the non-payment of the BASIC RENT.

3.6 It is the intention of the parties that FORWARD CODY shall receive the rents and all sums payable by WYOMING AUTHENTIC PRODUCTS under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever.

3.7 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late

fee equal to five percent (5%) of the payment then due. In the event WYOMING AUTHENTIC PRODUCTS shall not pay all payments when due for more than three (3) total times, FORWARD CODY, at FORWARD CODY's option, may terminate THIS AGREEMENT.

SECTION FOUR: TAXES

4.1 All real or personal property taxes assessed against THE BUILDING or WYOMING AUTHENTIC PRODUCTS' furniture, fixtures, equipment or other personal property located therein shall be paid by WYOMING AUTHENTIC PRODUCTS.

SECTION FIVE: UTILITIES

5.1 During the term of THIS AGREEMENT, WYOMING AUTHENTIC PRODUCTS shall pay for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to WYOMING AUTHENTIC PRODUCTS.

5.2 FORWARD CODY shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by WYOMING AUTHENTIC PRODUCTS. In the event WYOMING AUTHENTIC PRODUCTS shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at WYOMING AUTHENTIC PRODUCTS' expense, with such installation first being approved by FORWARD CODY.

5.3 In the event WYOMING AUTHENTIC PRODUCTS shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services located on THE PREMISES, all design and installation shall be supervised and approved by FORWARD CODY or FORWARD CODY's agents. All costs incurred by FORWARD CODY for the supervision of design and installation shall be reimbursed by WYOMING AUTHENTIC PRODUCTS to FORWARD CODY upon presentation of any bills, statements or invoices designating such costs.

SECTION SIX: INSURANCE

6.1 FORWARD CODY shall keep THE BUILDING, of which THE PREMISES are a part, insured against loss or damage by fire, lightning or the elements to the extent of the full

insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein. WYOMING AUTHENTIC PRODUCTS shall reimburse FORWARD CODY for the cost of any such premiums paid within thirty (30) days follow FORWARD CODY's presentation of invoices for the same to WYOMING AUTHENTIC PRODUCTS.

6.2 WYOMING AUTHENTIC PRODUCTS shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of WYOMING AUTHENTIC PRODUCTS. FORWARD CODY shall have no responsibility for the loss of any personal property of WYOMING AUTHENTIC PRODUCTS maintained on THE PREMISES.

6.3 WYOMING AUTHENTIC PRODUCTS, at WYOMING AUTHENTIC PRODUCTS' own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than One Million Dollars (\$1,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage which may occur as a result of WYOMING AUTHENTIC PRODUCTS' use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." WYOMING AUTHENTIC PRODUCTS further agrees to indemnify and hold FORWARD CODY harmless from all claims for personal injuries, death and property damages which occur as the result of WYOMING AUTHENTIC PRODUCTS' use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by WYOMING AUTHENTIC PRODUCTS or any contractor selected by or for WYOMING AUTHENTIC PRODUCTS.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by FORWARD CODY, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to FORWARD CODY before the commencement of the term of THIS AGREEMENT.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of WYOMING AUTHENTIC PRODUCTS under the terms of THIS AGREEMENT, WYOMING AUTHENTIC PRODUCTS shall deliver to FORWARD CODY evidence of renewal of

such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without thirty (30) days' prior written notice to FORWARD CODY.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name FORWARD CODY and WYOMING AUTHENTIC PRODUCTS as insureds.

SECTION SEVEN: RENOVATION ACTIVITIES

7.1 Upon completion of the construction proposed in the Project Development Agreement executed contemporaneously herewith, WYOMING AUTHENTIC PRODUCTS agrees to accept THE PREMISES in their present condition "as is," without calling upon FORWARD CODY to make any further expenditures or to perform any work for the preparation of THE PREMISES for WYOMING AUTHENTIC PRODUCTS' intended use.

7.2 WYOMING AUTHENTIC PRODUCTS shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of FORWARD CODY. All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to THE PREMISES and to become the property of FORWARD CODY and shall remain for the benefit of FORWARD CODY at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if, prior to the termination of THIS AGREEMENT or within fifteen (15) days thereafter, if FORWARD CODY so directs, WYOMING AUTHENTIC PRODUCTS shall promptly remove the additions, improvements, fixtures and installations which were placed on THE PREMISES by WYOMING AUTHENTIC PRODUCTS and which are designated in said notice and repair any damage occasioned by such removal, and, in default thereof, FORWARD CODY may effect said removal and repairs at WYOMING AUTHENTIC PRODUCTS' expense. In the event FORWARD CODY consents to any such RENOVATION ACTIVITIES as herein provided, WYOMING AUTHENTIC PRODUCTS shall indemnify and hold FORWARD

CODY harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event WYOMING AUTHENTIC PRODUCTS shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by FORWARD CODY or FORWARD CODY's agents. All costs incurred by FORWARD CODY for the supervision of design and renovation shall be reimbursed by WYOMING AUTHENTIC PRODUCTS to FORWARD CODY upon presentation of any bills, statements or invoices designating such costs.

7.4 WYOMING AUTHENTIC PRODUCTS shall indemnify and hold FORWARD CODY harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to WYOMING AUTHENTIC PRODUCTS in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 WYOMING AUTHENTIC PRODUCTS will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to WYOMING AUTHENTIC PRODUCTS, provided that WYOMING AUTHENTIC PRODUCTS shall have the right to contest the validity of any lien or claim if WYOMING AUTHENTIC PRODUCTS shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, WYOMING AUTHENTIC PRODUCTS shall immediately pay any Judgment rendered against WYOMING AUTHENTIC PRODUCTS with all proper costs and charges and shall have such lien released without cost to FORWARD CODY.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to WYOMING AUTHENTIC PRODUCTS' use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by WYOMING AUTHENTIC PRODUCTS, at WYOMING AUTHENTIC PRODUCTS' sole cost and expense, upon first contacting FORWARD CODY for approval.

SECTION EIGHT: REPAIRS

8.1 WYOMING AUTHENTIC PRODUCTS shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the general and special real estate or ad valorem taxes or special assessments paid or levied by any governmental or quasi-governmental authority, or which shall be levied on FORWARD CODY or against THE PREMISES as a result of the use, ownership or operation of the property; the cost of building supplies; the utility costs incurred in connection with the operation of THE BUILDING; janitorial services; exterior window washing; repair or replacement of any surface coverings, including, by way of example and not limitation, carpeting, flooring materials, wall coverings, painting, and ceiling tiles; general and preventative maintenance and normal repair, including the heating, air conditioning, electrical, water, sewer and lighting systems of THE PREMISES; landscaping maintenance and lawn care; maintenance and repair of parking lots and sidewalks; the cost of rubbish and trash removal and snow removal; service contracts for the mechanical and electrical, systems of the property; insurance in amounts and coverages determined by FORWARD CODY, including fire and extended coverage, public liability, rental interruption, sprinkler leakage, plate glass and public liability insurance; labor costs incurred in the operation and maintenance of THE PREMISES, including wages and other payments, costs to WYOMING AUTHENTIC PRODUCTS of workmen's compensation and disability insurance; and, all other costs and expenses relating to THE PREMISES and all other charges properly allocable to the repair, operation and maintenance of THE BUILDING in accordance with generally accepted accounting principles.

8.2 FORWARD CODY shall keep, maintain, repair and replace as necessary or appropriate the foundations, roof, and structural portions of THE BUILDING in good operating condition and in compliance with all requirements of applicable governmental authorities.

8.3 All maintenance and repairs made to THE PREMISES shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 WYOMING AUTHENTIC PRODUCTS shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor

operate THE PREMISES or conduct WYOMING AUTHENTIC PRODUCTS' business in a manner constituting a nuisance of any kind. WYOMING AUTHENTIC PRODUCTS shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 WYOMING AUTHENTIC PRODUCTS shall not use, store or bring onto THE PREMISES any hazardous material—other than in the ordinary course of business—without pre-approval of FORWARD CODY. Should FORWARD CODY approve of the use or storage of any hazardous material, WYOMING AUTHENTIC PRODUCTS shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. WYOMING AUTHENTIC PRODUCTS hereby holds FORWARD CODY harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by WYOMING AUTHENTIC PRODUCTS. Should WYOMING AUTHENTIC PRODUCTS fail to notify and obtain FORWARD CODY's pre-approval for the use or storage of any hazardous material, FORWARD CODY may, at its option, terminate this LEASE upon three (3) days' notice to WYOMING AUTHENTIC PRODUCTS.

9.3 WYOMING AUTHENTIC PRODUCTS and WYOMING AUTHENTIC PRODUCTS' employees or agents shall refrain from smoking on the PREMISES.

SECTION TEN: INDEMNITY

10.1 WYOMING AUTHENTIC PRODUCTS shall indemnify and save FORWARD CODY harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of WYOMING AUTHENTIC PRODUCTS, in or about THE PREMISES, and shall further indemnify and save FORWARD CODY harmless against and from any and all claims arising from any breach or default on the part of WYOMING AUTHENTIC PRODUCTS in the performance of any covenants or agreement on the part of WYOMING AUTHENTIC PRODUCTS to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of WYOMING AUTHENTIC PRODUCTS, or any of WYOMING AUTHENTIC PRODUCTS' agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against

FORWARD CODY by reason of any such claim, WYOMING AUTHENTIC PRODUCTS, upon notice from FORWARD CODY, covenants to resist or defend, at WYOMING AUTHENTIC PRODUCTS' expense, such action or proceeding by legal counsel satisfactory to FORWARD CODY.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of WYOMING AUTHENTIC PRODUCTS to pay any rental or other sums when due hereunder, or WYOMING AUTHENTIC PRODUCTS' default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by WYOMING AUTHENTIC PRODUCTS, for more than five (5) days after notice of such default shall have been given to WYOMING AUTHENTIC PRODUCTS (or other length of time if specified herein to the contrary) or, if WYOMING AUTHENTIC PRODUCTS shall suffer THIS AGREEMENT to be taken under any writ of execution, then FORWARD CODY, besides other rights or remedies FORWARD CODY may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of WYOMING AUTHENTIC PRODUCTS, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. FORWARD CODY shall not be required to remove any property, personal or otherwise, whether such property is FORWARD CODY's or WYOMING AUTHENTIC PRODUCTS', from THE PREMISES.

11.2 If FORWARD CODY, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then FORWARD CODY may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental or rentals and upon such other terms and conditions as FORWARD CODY in FORWARD CODY's sole discretion may deem advisable. Upon such re-letting, all rentals received by FORWARD CODY from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from WYOMING AUTHENTIC PRODUCTS to FORWARD CODY, including but not limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;
- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by FORWARD CODY and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by WYOMING AUTHENTIC PRODUCTS hereunder, WYOMING AUTHENTIC PRODUCTS shall pay any such deficiency to FORWARD CODY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of THE PREMISES by FORWARD CODY shall be construed as an election on FORWARD CODY's part to terminate THIS AGREEMENT unless a notice of such intention be given to WYOMING AUTHENTIC PRODUCTS or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, FORWARD CODY may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should FORWARD CODY at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies FORWARD CODY may have, FORWARD CODY may recover from WYOMING AUTHENTIC PRODUCTS all damages FORWARD CODY may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in THIS AGREEMENT for the remainder of the stated term over the then-reasonable rental value of THE PREMISES for the remainder of the stated term, all of which amounts shall be immediately due and payable from WYOMING AUTHENTIC PRODUCTS to FORWARD CODY.

11.3 In addition to any other remedies FORWARD CODY may have at law or equity and/or under THIS AGREEMENT, WYOMING AUTHENTIC PRODUCTS shall pay upon demand all of FORWARD CODY's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by FORWARD CODY, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or

because of the breach of any covenant under THIS AGREEMENT, or for any other relief against WYOMING AUTHENTIC PRODUCTS. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If WYOMING AUTHENTIC PRODUCTS shall become bankrupt or file any debtor proceedings, or take or have taken against WYOMING AUTHENTIC PRODUCTS, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of WYOMING AUTHENTIC PRODUCTS' property, or, if WYOMING AUTHENTIC PRODUCTS makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then and in that event THIS AGREEMENT shall, at the option of FORWARD CODY, be canceled and terminated, and any party claiming on behalf of WYOMING AUTHENTIC PRODUCTS shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by FORWARD CODY, at any time when WYOMING AUTHENTIC PRODUCTS is in default under such covenant or condition hereof, be construed as a waiver of such default or of FORWARD CODY's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by FORWARD CODY to WYOMING AUTHENTIC PRODUCTS be taken as an estoppel against FORWARD CODY, it being expressly understood that if, at any time WYOMING AUTHENTIC PRODUCTS shall be in default in any of its covenants or conditions hereunder, an acceptance by FORWARD CODY of rental during the continuance of such default or the failure on the part of FORWARD CODY promptly to avail itself of such other rights or remedies as FORWARD CODY may have, shall not be construed as a waiver of such default, but FORWARD CODY may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to FORWARD CODY by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which FORWARD CODY might otherwise have by

virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by FORWARD CODY shall not impair FORWARD CODY's standing to exercise any other right or remedy.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at the WYOMING AUTHENTIC PRODUCTS' option, shall terminate, and any prepaid, unearned rental shall be refunded to WYOMING AUTHENTIC PRODUCTS. If during the first twenty (20) days after such damage or destruction the WYOMING AUTHENTIC PRODUCTS agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and FORWARD CODY shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the rental shall abate for such length of time during the period of replacement that WYOMING AUTHENTIC PRODUCTS is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, FORWARD CODY shall, at FORWARD CODY's option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and WYOMING AUTHENTIC PRODUCTS shall pay rent to FORWARD CODY for the damaged PREMISES should they be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then the rent shall abate during such time period. In the event that FORWARD CODY and WYOMING AUTHENTIC PRODUCTS cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by FORWARD CODY and WYOMING AUTHENTIC PRODUCTS, shall make the said determination.

12.2 FORWARD CODY shall not be responsible for any claim, cause of action, damage, cost or expenses in the event WYOMING AUTHENTIC PRODUCTS' business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

SECTION THIRTEEN: CONDEMNATION

13.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, THIS AGREEMENT shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof shall not cease or terminate, but the rent payable after the date on which WYOMING AUTHENTIC PRODUCTS shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by WYOMING AUTHENTIC PRODUCTS as the parties may agree.

13.3 In the event of any taking or condemnation in whole or in part, and except as set forth below, the entire resulting award of consequential damages shall belong to FORWARD CODY. WYOMING AUTHENTIC PRODUCTS assigns to FORWARD CODY all of WYOMING AUTHENTIC PRODUCTS' right, title and interest in any and all such awards. WYOMING AUTHENTIC PRODUCTS shall have the right to claim such compensation as may be separately awarded or recoverable by WYOMING AUTHENTIC PRODUCTS in its own right on account of any and all costs or loss that WYOMING AUTHENTIC PRODUCTS would incur in removing its furniture, fixtures, leasehold improvements and equipment to a new location. Any condemnation award shall be separately adjusted by the condemning authority with Lessor and Tenant.

13.4 In case of any governmental action not resulting in the taking or condemnation of any portion of THE PREMISES but creating a right to compensation therefore or, if less than a fee title to all or any portion of THE PREMISES shall be taken or condemned by any governmental authority for temporary use or occupancy, the rental shall be reduced in proportion to the part of THE PREMISES which was taken or condemned by said government action.

SECTION FOURTEEN: SUBORDINATION

14.1 THIS AGREEMENT and all rights of WYOMING AUTHENTIC PRODUCTS hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals,

modifications or extensions of any such Mortgages. WYOMING AUTHENTIC PRODUCTS shall on demand execute, acknowledge and deliver to FORWARD CODY, without expense to FORWARD CODY, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if WYOMING AUTHENTIC PRODUCTS shall fail at any time to execute, acknowledge and deliver any such subordination instrument, FORWARD CODY, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as WYOMING AUTHENTIC PRODUCTS' attorney in fact and in WYOMING AUTHENTIC PRODUCTS' name. WYOMING AUTHENTIC PRODUCTS hereby irrevocably makes, constitutes and appoints FORWARD CODY, FORWARD CODY's successors and assigns, as WYOMING AUTHENTIC PRODUCTS' attorney in fact for that purpose.

SECTION FIFTEEN: FORWARD CODY'S RIGHT TO PERFORM

15.1 If WYOMING AUTHENTIC PRODUCTS shall at any time be in default of the terms hereunder, FORWARD CODY may cure such default on behalf of WYOMING AUTHENTIC PRODUCTS, in which event WYOMING AUTHENTIC PRODUCTS shall reimburse FORWARD CODY for all sums paid to effect such cure, together with interest at the rate of eighteen percent (18%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, FORWARD CODY shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

SECTION SIXTEEN: FORWARD CODY'S RIGHT OF ACCESS

16.1 WYOMING AUTHENTIC PRODUCTS shall permit FORWARD CODY or FORWARD CODY's agents to inspect or examine THE PREMISES at any reasonable time and shall permit FORWARD CODY to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES that FORWARD CODY may deem necessary or which WYOMING AUTHENTIC PRODUCTS have covenanted herein to do and has failed so to do, without the same being construed as an eviction of WYOMING AUTHENTIC PRODUCTS in whole or in part, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of WYOMING

AUTHENTIC PRODUCTS' use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, FORWARD CODY shall give WYOMING AUTHENTIC PRODUCTS ten (10) days' notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, WYOMING AUTHENTIC PRODUCTS shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

16.2 If WYOMING AUTHENTIC PRODUCTS shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, FORWARD CODY or FORWARD CODY's agents may enter THE PREMISES by a master key, or may forcibly enter THE PREMISES, without rendering FORWARD CODY or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 FORWARD CODY's right of entry or re-entry shall not be deemed to impose upon FORWARD CODY any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

SECTION SEVENTEEN: WYOMING AUTHENTIC PRODUCTS' RIGHT OF ACCESS

17.1 WYOMING AUTHENTIC PRODUCTS shall have full, exclusive and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

SECTION EIGHTEEN: RESERVED

SECTION NINETEEN: ASSIGNMENT AND SUBLEASING

19.1 WYOMING AUTHENTIC PRODUCTS shall not assign, mortgage or encumber THIS AGREEMENT or sublet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of FORWARD CODY in each instance, which consent shall not be unreasonably withheld. The sale or transfer of stock control, in WYOMING AUTHENTIC PRODUCTS shall be deemed an assignment of THIS AGREEMENT. Any consent by FORWARD CODY to an

assignment or subletting shall not in any manner be construed to relieve WYOMING AUTHENTIC PRODUCTS, any assignee, or sublessee from obtaining the consent in writing of FORWARD CODY to any further assignment or subleasing.

19.2 WYOMING AUTHENTIC PRODUCTS shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless FORWARD CODY shall expressly waive FORWARD CODY's rights against WYOMING AUTHENTIC PRODUCTS to THIS AGREEMENT in writing prior to said sublease.

SECTION TWENTY: NOTICE

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above or at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION TWENTY-ONE: SURRENDER OF POSSESSION

21.1 WYOMING AUTHENTIC PRODUCTS shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to WYOMING AUTHENTIC PRODUCTS herein, peaceably and quietly surrender and deliver THE PREMISES to FORWARD CODY, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by WYOMING AUTHENTIC PRODUCTS, all in good condition and repair.

SECTION TWENTY-TWO: SIGNS

22.1 WYOMING AUTHENTIC PRODUCTS shall not, without FORWARD CODY's written consent, place or erect any signs of any nature on any part of THE PREMISES or the interior or exterior of THE BUILDING. In the event FORWARD CODY shall consent to any

such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to FORWARD CODY's absolute right of approval, which approval shall not be unreasonably withheld.

SECTION TWENTY-THREE: SALE OF PREMISES

23.1 In the event that FORWARD CODY should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, WYOMING AUTHENTIC PRODUCTS' option to renew THIS AGREEMENT for successive terms shall terminate. However, the sale of THE PREMISES, or any part of the real property upon which THE PREMISES are located, shall not affect the then-current term of THIS AGREEMENT, and WYOMING AUTHENTIC PRODUCTS shall have the right to complete the then-current term of THIS AGREEMENT to the expiration date.

SECTION TWENTY-FOUR: RIGHT OF FIRST REFUSAL

24.1 If, after the first five (5) LEASE YEARS of THIS AGREEMENT, FORWARD CODY determines—after consideration of WYOMING AUTHENTIC PRODUCTS' contribution toward construction of THE PREMISES, WYOMING AUTHENTIC PRODUCTS' interest in the sale or retention of THE PREMISES, and the effect that a sale of THE PREMISES would have on WYOMING AUTHENTIC PRODUCTS' operations or viability as a company—that the sale of THE PREMISES will benefit the economic development of the Cody community, receives a bona fide offer from a third party to purchase THE PREMISES, and accepts such an offer, then WYOMING AUTHENTIC PRODUCTS shall have a right of first refusal (the "ROFR") to purchase THE PREMISES on the terms of such offer, taking into account and reducing the purchase price for THE PREMISES by the amount of WYOMING AUTHENTIC PRODUCTS' initial contribution toward the construction of THE PREMISES. Upon receipt of such bona fide offer, FORWARD CODY shall give written notice (the "Written Notice of Proposed Sale") of such offer to WYOMING AUTHENTIC PRODUCTS, including in such written notice a copy of the offer which adequately discloses all of the terms and conditions of such offer. FORWARD CODY shall, in writing, notify any third party purchaser as to the terms of this lease and WYOMING AUTHENTIC PRODUCTS' rights appurtenant thereto. Upon any sale of THE PREMISES, FORWARD CODY shall comply with the provisions of all applicable statutes and

the Business Ready Community Grant and Loan Program Rules, ch.1, §7(b), which provides for a determination by the City of Cody that the sale of THE PREMISES will benefit the economic development of the Cody community, appraisal of THE PREMISES, and a public hearing following appropriate notice thereof.

24.2 WYOMING AUTHENTIC PRODUCTS shall have a period of one hundred twenty (120) days within which to give notice of its intention to exercise the ROFR granted hereby, in which case FORWARD CODY and WYOMING AUTHENTIC PRODUCTS shall, after adhering to the process referenced in Section 24.1 above, move forward to consummate the transaction contemplated by the Written Notice of Proposed Sale (taking into account and reducing the purchase price for THE PREMISES by the amount of WYOMING AUTHENTIC PRODUCTS' contribution toward the construction of THE PREMISES). In the event WYOMING AUTHENTIC PRODUCTS elects not to exercise said ROFR, and the transaction contemplated is not consummated as contemplated in the Written Notice of Proposed Sale, then in the event of another bona fide offer, WYOMING AUTHENTIC PRODUCTS shall have the same period of time to exercise the ROFR as provided herein. If the Written Notice of Proposed Sale prescribes an exchange of real or personal property as part or full consideration for the transaction, WYOMING AUTHENTIC PRODUCTS may elect to pay a purchase price in cash that shall equal the value of the personal or real property to be delivered by the proposed assignee, with such value being determined by an independent appraiser appointed by mutual agreement of WYOMING AUTHENTIC PRODUCTS and FORWARD CODY. All time periods for notification as described in this Paragraph shall be tolled during the time such appraisal is being conducted.

24.3 If WYOMING AUTHENTIC PRODUCTS elects not to exercise the ROFR, FORWARD CODY may sell and convey THE PREMISES, but only strictly in accordance with all of the terms and conditions and for the consideration set forth in the Written Notice of Proposed Sale. In the event that WYOMING AUTHENTIC PRODUCTS declines to exercise the ROFR after receipt of the Written Notice of Proposed Sale, and thereafter FORWARD CODY does not consummate a sale within three (3) months of the date WYOMING AUTHENTIC PRODUCTS declines to exercise its ROFR, then WYOMING AUTHENTIC PRODUCTS' Right of First Refusal shall be reinstated. If WYOMING AUTHENTIC PRODUCTS elects not to exercise the ROFR, and FORWARD CODY transfers THE PREMISES to a third party in accordance with

the provisions of this Paragraph, WYOMING AUTHENTIC PRODUCTS' ROFR, and all other terms of THIS AGREEMENT, shall survive and continue to apply to any and all subsequent transfers of THE PREMISES during the term hereof.

24.4 A Memorandum of Agreement shall be recorded in the records of the Park County Clerk and Recorder in order to reflect the existence of the ROFR and WYOMING AUTHENTIC PRODUCTS' leasehold interest in THE PREMISES. Any sale of THE PREMISES shall be subject to THIS AGREEMENT and the purchaser (if not WYOMING AUTHENTIC PRODUCTS) and the purchaser's lender, shall each assume THIS AGREEMENT.

SECTION TWENTY-FIVE: MISCELLANEOUS PROVISIONS

25.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

25.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between FORWARD CODY and WYOMING AUTHENTIC PRODUCTS. FORWARD CODY and WYOMING AUTHENTIC PRODUCTS expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between FORWARD CODY and WYOMING AUTHENTIC PRODUCTS other than the relationship of landlord and tenant.

25.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

25.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of FORWARD CODY and WYOMING AUTHENTIC PRODUCTS. Each term and provision of THIS AGREEMENT to be performed by WYOMING AUTHENTIC PRODUCTS shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of WYOMING AUTHENTIC PRODUCTS is not intended to constitute a consent to assignment by WYOMING

AUTHENTIC PRODUCTS but has reference only to those instances in which FORWARD CODY may have given written consent to a particular assignment.

25.5 WYOMING AUTHENTIC PRODUCTS acknowledges that FORWARD CODY and FORWARD CODY's agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and WYOMING AUTHENTIC PRODUCTS acknowledges that FORWARD CODY, FORWARD CODY's agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

25.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

25.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

25.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION TWENTY-SIX: AUTHORITY OF SIGNATORIES

26.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as WYOMING AUTHENTIC PRODUCTS. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon FORWARD CODY and WYOMING AUTHENTIC PRODUCTS in accordance with the terms and conditions of THIS AGREEMENT.

SECTION TWENTY-SEVEN: TIME OF THE ESSENCE

27.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

FORWARD CODY WYOMING, INC.

By: _____
JAMES KLESSENS, Operating Manager

WYOMING AUTHENTIC PRODUCTS, LLC

By: _____
DAVID A. FALES, CEO/Operating Manager

City of Cody Capital Infrastructure Project Priority List

General Fund Streets Projects

Cost Estimate

	Storm Drainage on 12th Street Between Elm and the River	\$149,442
	Storm Drainage on 16th Between Stampede Ave and Park Lane	\$237,972
	Storm Drainage on Stampede - 17th to 11th	\$1,190,778
	29th Street Reconstruction (curb, gutter and sidewalks)	\$1,209,924
	Reconstruction of Beacon Hill Road	\$1,694,189
	Central Ave. (curb, gutter and sidewalks)	\$2,254,168

Water Fund Project

	Beacon Hill Water Tank	\$3,531,975
	Total Estimated Project Cost	\$10,268,448

MEETING DATE: AUGUST 21, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
PRESENTED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT

Resolution 2012-22 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 is for the purpose of carrying over unexpended funds for the SLIB Grant Robert Street project.

FISCAL IMPACT

These costs were previously 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 \$117,376 from the General Fund unallocated cash reserves to pay for the remaining costs of this project. This is a 100% grant so the City will be reimbursed for the full amount of the expenditures. The estimated grant reimbursement revenue is \$120,376 which was already budgeted for FY12-13.

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 2012-22

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

RESOLUTION 2012-22

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):

Dept	Project	Purpose	Amount
Total Revenue Amendments			

Authorized Appropriation(s):

Dept	Account	Purpose	Amount
Streets	SLIB Grant	Robert Street Project	\$117,376
Total Expenditure Amendments			\$117,376

PASSED, APPROVED AND ADOPTED THE 21st day of August 2012

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

MEETING DATE: AUGUST 21, 2012
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Rec Center Membership Cancellation

ACTION TO BE TAKEN:

Request that City Council authorizes the Parks, Recreation, and Public Facilities Director to cancel or temporarily suspend a membership or EFT contract In the event of a requested hardship case.

SUMMARY OF INFORMATION:

On occasion we have been requested to cancel EFT contracts for Rec Center Members. The proposed change is, if a Recreation Center member requests cancelling their current Electronic Funds Transfer (EFT) and/or membership contract, the member must provide a written letter to the Parks, Recreation and Public Facilities Director explaining their circumstances and the reason for their cancellation request. The current policies do not allow for a cancellation and it requires City Council action.

In the past three years there have maybe been a dozen or so requests for cancellation due to moving or illness. A refund will not be given for payments made prior to the written request for cancellation. In the event that a member pays their dues with a single payment at the time of joining, a prorated refund will be considered. The individual(s) cancelling the EFT contract will not be eligible for future EFT contracts, and any membership from that time forward will be required to be paid in full at the time of registration. This is a one-time deal and will only be considered if the request is made before the City's collection process has been initiated.

Other remedies may include a temporary suspension of membership privileges until the member's health or medical condition has improved to the point that the member can resume activity at the rec center.

FISCAL IMPACT

Minimal loss of revenue, but the revenue will be made up with the City's good will gesture.

ALTERNATIVES

1. Authorize the Parks, Recreation, and Public Facilities Director to cancel a membership upon request as defined by the resolution.
2. Status Quo—Require that the patron making the request to receive approval from City Council.
3. Do not grant the member request.

AGENDA ITEM NO. _____

ATTACHMENTS

Resolution

AGENDA & SUMMARY REPORT TO:

Doyle Stout, Recreation Supervisor

RESOLUTION 2012 - 19

A RESOLUTION ESTABLISHING A CANCELLATION POLICY FOR RECREATION CENTER MEMBERSHIP

WHEREAS, the City of Cody Paul Stock Aquatic and Recreation Center offers citizens the ability to purchase a membership to the facility; and

WHEREAS, the general policy is that the membership is required to be either paid in full at the time the membership is granted, or by entering into a contract to pay in twelve monthly installments through an electronic funds transfer; and

WHEREAS, the City of Cody generally does not allow refunds or discounts of any portion of the amounts paid or due if a member cancels a membership in the middle of the membership or contract year; and

WHEREAS, the governing body and administration understand that occasionally there are extenuating circumstances of hardship in which a membership should be allowed to be cancelled in the middle of the membership or contract year;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby establishes a cancellation policy for Recreation Center Membership under the following conditions and procedures:

1. The member must provide a written letter requesting cancellation explaining the undue hardship or circumstance and the reason for the cancellation request;
2. The Parks, Recreation and Public Facilities Director or designee shall review the written request and determine whether a cancellation is authorized due to a hardship circumstance facing the member based on health, medical condition, change of residence, or other life changing event beyond the control of the member and not due to the member's own action or inaction. Moving out of Cody shall not necessarily constitute a hardship situation.
3. The Parks, Recreation and Public Facilities Director or designee will provide a written response to the request and communicate whether the request was approved or denied and the reasoning for the determination.
2. If the request is approved and the membership dues were paid with a single payment at the time of joining, a prorated refund will be considered.
3. If the request is approved and the membership was established with an Electronic Funds Transfer Contract, the contract shall be cancelled, however, no refunds will be provided for payments made prior to the written request for cancellation.
4. Memberships that have been notified in writing by the Parks, Recreation,

and Public Facilities Director or designee that their account is not current or paid in full will not be eligible for a hardship cancellation or refund. Memberships who have been sent to collections shall not be eligible for a refund or cancellation of any kind.

5. The decision to grant the cancellation or refund will be made at the Director's discretion. If other remedies are available, the decision could include a temporary suspension of membership privileges until the member's health or medical condition has improved to a point where the member can resume activity at the Paul Stock Aquatic and Recreation Center.
6. If the membership is cancelled and was set up on an Electronic Funds Transfer Contract, the members shall not be eligible for future Electronic Funds Transfer contracts, and any membership form that time forward shall be required to be paid in full at the time of registration.

PASSED, APPROVED AND ADOPTED ON THIS 21st DAY OF AUGUST, 2012.

Mayor Nancy Tia Brown

ATTEST:

Cynthia D. Baker, Administrative Services Officer