

# City of Cody City Council

## AGENDA

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

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

### 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 10/11/12, 10/23/12 and Regular Meeting Minutes on 10/16/2012.
- b. Approval of vouchers and payroll in the amount of \$1,964,649.87.
- c. Authorize the use and closure of Sheridan Avenue from 9<sup>th</sup> Street to 14<sup>th</sup> Street and Beck Avenue from 8<sup>th</sup> Street to 14<sup>th</sup> Street for the Cody Events Committee's 20<sup>th</sup> Annual Christmas Parade on Saturday, November 24, 2012; and waive the \$100 parade permit fee, contingent upon the Cody Events Committee providing the City of Cody with proof of insurance, as well as, the Wyoming Department of Transportation paperwork be submitted for the Mayor's signature.
- d. Consider a request to declare equipment and miscellaneous items as surplus and authorize staff to proceed with the auction process for sale of such equipment and miscellaneous items.
- e. Approve Change Order No. 1 to the Professional Services Contract with GDA for the West Strip Water Main Extension in the amount of \$14,446.50 and authorize the Mayor to sign the Change Order.
- f. Consider a request from the Cody Cupboard and WYDOT to place signs on the Cody Cupboard Building.
- g. Award a professional services contract to Engineering Associates for the Survey, Design, Bid, Construction Observation and Project Close-out services related to the Cody Stampede Grounds Community Enhancement Grant, and authorize the Mayor to sign contract documents contingent upon the review and approval of the City Attorney.

**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.

2. Public Hearing

3. Conduct of Business

- a. Authorize the Mayor to sign the Record of Survey showing a Boundary Line Adjustment within Lot 1, Hill Subdivision and SE1/4NW1/4 Lot 61, Resurvey, T.52N, R.101W, 6<sup>th</sup> P.M. Park County WY, and authorize the Mayor to sign the required deed conveying a small triangular parcel of land currently owned by the City of Cody to Hill Enterprises.

Staff Reference: Steve Payne, Public Works Director

- b. Authorize the Mayor to sign the Agreement for Sewer Monitoring and Sewer Charges between the City of Cody and Wyoming Authentic Products, LLC contingent upon review and approval by City Attorney.

Staff Reference: Steve Payne, Public Works Director

c. **RESOLUTION 2012-30**

**A RESOLUTION TO APPROVE THE DRAFT-ALLOCATION AGREEMENT, THE SERVICES AGREEMENT, THE COOPERATIVE AGREEMENT AND TO APPOINT THE FINANCE OFFICER, OR THE CITY ADMINISTRATOR TO THE OVERSIGHT BOARD OF THE WYOMING SMART CAPITAL NETWORK COLLATERAL SUPPORT PROGRAM.**

Staff Reference: Jenni Rosencranse, City Administrator and/or  
Scott Kolpitzke, City Attorney

d. **ORDINANCE 2012-15 – THIRD AND FINAL READING AS AMENDED**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE 7<sup>th</sup> STREET RIGHT-OF-WAY SOUTH OF PLATINUM AVENUE, WITHIN THE BROWN’S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO GEE PROPERTIES, LLC CONTINGENT UPON THE APPROVAL OF THE AMENDED DEVELOPMENT AGREEMENT, PROCURE SIGNATURES ON SAID AGREEMENT AND DIRECT THAT THE CITY STREET AND ZONING MAPS TO BE UPDATED TO REFLECT THE RIGHT-OF-WAY VACATION.**

Staff Reference: Todd Stowell, City Planner

- e. Authorize the Mayor to enter into and sign the amended development agreement between the City of Cody and Gee Properties, LLC.

Staff Reference: Todd Stowell, City Planner

f. **ORDINANCE 2012-16 – THIRD AND FINAL READING AN ORDINANCE AMENDING TITLE IV, CHAPTER 2, SECTION 1 OF THE CODY CITY CODE PERTAINING TO BUILDINGS.**

Staff Reference: Steve Payne, Public Works Director

**g. RESOLUTION 2012-24**

**A RESOLUTION ADOPTING CODES.**

Staff Reference: Steve Payne, Public Works Director

**h. ORDINANCE 2016-17 – FIRST READING**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 5 OF  
THE CODY CITY CODE – DISORDERLY CONDUCT.**

Staff Reference: Scott Kolpitcke, City Attorney

**i. ORDINANCE 2012-18 – FIRST READING**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 6 OF  
THE CODY CITY CODE – DISORDERLY PLACES.**

Staff Reference: Scott Kolpitcke, City Attorney

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

***Upcoming Meetings***

Special City Council Meeting: Thursday, November 15, 2012 @ 4:15 p.m. – Council Chambers  
Regular City Council Meeting: Tuesday, November 20, 2012 @ 7:00 p.m. – Council Chambers

**City of Cody**  
**Council Proceedings**  
**Thursday, October 11, 2012**

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, October 11, 2012 at 4:15 p.m.

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

Absent: None

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

Steve Payne, Public Works Director, provided the Council with background information as it pertains to traffic issues on 12<sup>th</sup> Street and Beck and 12<sup>th</sup> Street and Rumsey. Steve provided the Governing Body with discussion and recommendation from the Traffic Committee meeting that occurred on October 3<sup>rd</sup>. Staff was directed to post the signage as recommended by the Traffic Committee.

The Governing Body reviewed the Council Agenda for October 16, 2012. No action was taken.

Council Member Miller made a motion seconded by Council Member Fritz to enter into Executive Session at 5:29 p.m. to discuss personnel matters and matters that are considered confidential pursuant to Wyoming State Statute 16-4-405. Council Member Miller made a motion seconded by Council Member Anderson to exit Executive Session at 7:02 p.m. No action was taken.

Jenni Rosencranse, City Administrator discussed a special Work Session that will be scheduled after the first of the year.

There being no further discussion, the meeting adjourned at 7:04 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Twguday, October 23, 2012**

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Twguday, October 23, 2012 at 4:15 p.m.

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

Absent: Mayor Nancy Tia Brown

Council President Miller called the meeting to order at 4:19 p.m.

Council Member Fritz made a motion seconded by Council Member Cloud to approve the agenda as presented. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to approve the content and form of the Lease Agreement between Forward Cody Wyoming, Inc., and Cody LCI Realty, LLC and authorize the Mayor or her designee to make acknowledgment of said lease agreement by signature. Vote was unanimous.

Steve Payne, Public Works Director, provided the Governing Body with background information regarding a water line break at 2414 Heights Avenue. Options were discussed and staff was directed to contact the Landowner and inform him the repair will be his responsibility; however the City will provide and install a new curb stop. Staff was also given the ability to work

There being no further discussion, the meeting adjourned at 5:18 p.m.

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Cindy Baker  
Administrative Services Officer

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Steve Miller  
Council President

**City of Cody  
Council Proceedings  
Tuesday, October 16, 2012**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, October 16, 2012 at 7:00 p.m.

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

Absent: None

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

Council Member Miller made a motion seconded by Council Member Fritz to approve the as presented. Vote was unanimous.

Perry Rockvam, Chief of Police introduced Christopher Lovera, Police Officer and Cindy Baker, Administrative Services Officer performed the Oath of Office. Steve Payne, Public Works Director introduced Jeff Matthews, Journey Electric Lineman, Joseph Gardner, Street Maintenance Operator I, Collin Clausius, Street Maintenance Operator I and Brett Trudo, Street Maintenance Operator I.

Council Member Miller made a motion seconded by Council Member Anderson to approve the Consent Calendar including approval of Special Meeting Minutes on 9/27/12 and Regular Meeting Minutes on 10/02/2012, approval of vouchers and payroll in the amount of \$901,797.03, approval of the request from the Cody's Lion's Club to use the Bob Moore Parking Lot beginning Friday, November 16<sup>th</sup> through Sunday, November 18<sup>th</sup> for the Cody Lion's "Turkey Day" Event, allow permission to discharge firearms within the City limits on the 17<sup>th</sup> with the conditions outlined by staff, award Bid 2012-13 for two (2) new AWD police cars to Spradley Barr Motors of Cheyenne in the amount of \$47,498, less a trade in value of \$3,505, for a total of \$43,993, award Bid 2012-14 for a SUV or Crossover to Webster Motors of Cody in the amount of \$26,468, authorize the Mayor to sign the Grant Agreement between the City of Cody and the Wyoming Business Council for the Wyoming Authentic Products Business Committed Project funded through the Business Ready Community Grant and Loan Program contingent upon the review and approval by the City Attorney, authorize the Mayor to enter into and sign an agreement between the City of Cody and Blackboard Connect for notification services in the amount of \$8,230.41. Vote was unanimous.

At 7:28 p.m. Mayor Brown began a public hearing to determine if it is in the public interest to issue a new restaurant liquor license to Jedediah Cody, LLC dba Jedediah's located in the Yellowstone Regional Airport Building at 2101 Roger Sedam Drive. Cindy Baker, Administrative Services Officer provided background information as it relates to this application. Mike Gierau provided background information in regards to the business and the operation of the restaurant at the airport. After calling for public comments three more times and there being none, Mayor Brown closed the public hearing at 7:33 p.m.

Council Member Cloud made a motion seconded by Council Member Edwards to approve the issuance of a new restaurant liquor license to Jedediah Cody, LLC dba Jedediah's located in the Yellowstone Regional Airport Building at 2101 Roger Sedam Drive. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Fritz to approve a Parking Variance for the Collier Office Building to include conditions from staff, for the current owner and specific usage, as requested located at 911 12<sup>th</sup> Street. Vote was unanimous.

**ORDINANCE 2012-15 – SECOND READING AS AMENDED  
AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF  
THE 7<sup>th</sup> STREET RIGHT-OF-WAY SOUTH OF PLATINUM AVENUE, WITHIN  
THE BROWN'S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF  
WYOMING TO GEE PROPERTIES, LLC.**

Council Member Wolz made a motion seconded by Council Member Anderson to approve Ordinance 2012-15 on Second Reading, as amended. Those voting in favor were Council

Members Anderson, Cloud, Wolz, Edwards and Mayor Brown; those opposed were Council Members Miller and Fritz. Motion passed.

**ORDINANCE 2012-16 – SECOND READING**

**AN ORDINANCE AMENDING TITLE IV, CHAPTER 2, SECTION 1 OF THE CODY CITY CODE PERTAINING TO BUILDINGS.**

Council Member Miller made a motion seconded by Council Member Fritz to approve Ordinance 2012-16 on Second Reading. Vote was unanimous.

**RESOLUTION 2012-27**

**A RESOLUTION AUTHORIZING SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING FOR PHASE I OR THE ELECTRICAL CABLE REPLACEMENT PROJECT.**

Council Member Wolz made a motion seconded by Council Member Fritz to pass Resolution 2012-27. Vote was unanimous.

**RESOLUTION 2012-28**

**A RESOLUTION DESIGNATING ANGLED PARKING ALONG THE FRONTAGE OF 725 19<sup>TH</sup> STREET.**

Council Member Cloud made a motion seconded by Council Member Fritz to approve Resolution 2012-28. Those voting in favor were Council Members Anderson, Cloud, Miller, Wolz, Fritz and Mayor Brown; opposed Council Member Edwards. Motion passed.

**RESOLUTION 2012-29**

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

Council Member Miller made a motion seconded by Council Member Cloud to pass Resolution 2012-29. Vote was unanimous.

Rick Manchester, Parks, Public Facilities and Recreation Director appraised the Governing Body and Citizens of the new Fall/Spring Brochure for the Recreation Center programs. Steve Payne, Public Works Director informed citizens of the Large Item Pickup Service that will start on November 1<sup>st</sup>.

Mayor Brown, along with all of the Council, thanked the Police Department, outside agencies and citizens in the community for the efforts, assistance and support that was provided.

There being no further business, Mayor Brown adjourned the meeting at 8:14 pm.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>813-NCPERS WYOMING</b>							
<b>125412</b>							
	102912	PREMIUM	10/29/2012	400.00	400.00	10/29/2012	
Total 125412:				400.00	400.00		
<b>A &amp; I DISTRIBUTORS</b>							
<b>127557</b>							
	2235059	OIL, HYDRAULIC	10/03/2012	821.70	821.70	11/07/2012	HYD. 46
Total 127557:				821.70	821.70		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	242139	GALV FITTINGS	09/17/2012	2.99	2.99	11/07/2012	
	243205	PAINTING SUPPLIES FOR DUM	10/02/2012	11.96	11.96	11/07/2012	
	243336	SHOP SUPPLIES	10/03/2012	33.98	33.98	11/07/2012	
	243439	PAINTING SUPPLIES FOR DUM	10/05/2012	22.82	22.82	11/07/2012	
	243478	SHOP SUPPLIES	10/05/2012	13.77	13.77	11/07/2012	
	243596	SAFETY SUPPLIES	10/08/2012	8.49	8.49	11/07/2012	
	243606	SHOP SUPPLIES	10/08/2012	18.99	18.99	11/07/2012	
	243641	SNOW SHOVEL	10/08/2012	64.99	64.99	11/07/2012	
	243703	SHOP SUPPLIES	10/09/2012	10.12	10.12	11/07/2012	
	243743	SPRAY LUBRICANT	10/10/2012	5.79	5.79	11/07/2012	
	243791	REPAIR FLOATY CART - AQUAT	10/11/2012	45.37	45.37	11/07/2012	
	243822	DUCT TAPE	10/11/2012	5.99	5.99	11/07/2012	
	243828	SHOP SUPPLIES	10/11/2012	4.99	4.99	11/07/2012	
	243830	SNOW FENCE CAPS	10/11/2012	3.58	3.58	11/07/2012	
	243919	TWINE	10/12/2012	5.58	5.58	11/07/2012	
	243990	PAINT PLOW PROJECTS	10/15/2012	26.57	26.57	11/07/2012	
	244006	REPAIR FLOATY CART - AQUAT	10/15/2012	3.99	3.99	11/07/2012	
	244018	BATTERIES	10/15/2012	9.99	9.99	11/07/2012	
	244062	SHOP SUPPLIES FOR SPRAYE	10/16/2012	6.45	6.45	11/07/2012	
	244072	SKIMMER LID TOOLS	10/16/2012	3.49	3.49	11/07/2012	
	244132	MATERIALS & SUPPLIES	10/17/2012	10.72	10.72	11/07/2012	
	244135	MATERIALS & SUPPLIES	10/17/2012	8.97	8.97	11/07/2012	
	244182	SHOP SUPPLIES	10/17/2012	31.28	31.28	11/07/2012	
	244232	COUPLER	10/18/2012	.99	.99	11/07/2012	
	244287	CHAIN FOR GATE - SHOP SUPP	10/19/2012	3.56	3.56	11/07/2012	
	244325	BUILDING MAINTENANCE	10/19/2012	5.98	5.98	11/07/2012	
	244386	DOOR HOLD	10/20/2012	7.49	7.49	11/07/2012	
	244485	SHOP SUPPLIES	10/22/2012	1.99	1.99	11/07/2012	
	244486	SHOP SUPPLIES	10/22/2012	1.29	1.29	11/07/2012	
	244492	WINTERIZE RESTROOMS	10/22/2012	28.74	28.74	11/07/2012	
	244606	CONTAINER PARTS / SNOW SC	10/24/2012	4.99	4.99	11/07/2012	
	244606	CONTAINER PARTS / SNOW SC	10/24/2012	42.40	42.40	11/07/2012	
	244634	MAINTENANCE TO AIR HANDLE	10/24/2012	10.56	10.56	11/07/2012	
Total 2390:				468.86	468.86		
<b>ACKER ELECTRIC</b>							
<b>270</b>							
	27994	SUIT DRYER PERMIT	08/31/2012	25.00	25.00	11/07/2012	
Total 270:				25.00	25.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	9913	CYCLE 4 OUTSOURCE BILLS	09/30/2012	266.02	266.02	11/07/2012	
	9940	CYCLE 1 OUTSOURCE BILLS	10/15/2012	427.07	427.07	11/07/2012	
	9953	CYCLE 2 OUTSOURCE BILLS	10/22/2012	204.83	204.83	11/07/2012	
Total 129162:				897.92	897.92		
<b>AIR FILTER SOLUTIONS INC</b>							
<b>126967</b>							
	58577	FILTERS FOR REC CENTER	10/17/2012	1,409.89	1,409.89	11/07/2012	
Total 126967:				1,409.89	1,409.89		
<b>ALSCO</b>							
<b>126551</b>							
	871077	TOWELS	10/08/2012	46.58	46.58	11/07/2012	
	872901	TOWELS & RUGS	10/15/2012	113.86	113.86	11/07/2012	
	874706	TOWELS	10/22/2012	46.58	46.58	11/07/2012	
	875145	RUGS - AUDITORIUM	10/23/2012	169.02	169.02	11/07/2012	
Total 126551:				376.04	376.04		
<b>AMERICAN FAMILY LIFE ASSUR</b>							
<b>550</b>							
	687363	AFLAC PREMIUM	10/29/2012	2,258.68	2,258.68	10/29/2012	
Total 550:				2,258.68	2,258.68		
<b>AMERICAN LEAK DETECTION</b>							
<b>125329</b>							
	6033	LEAK SURVEY	10/12/2012	5,340.00	5,340.00	11/07/2012	
Total 125329:				5,340.00	5,340.00		
<b>AMERICAN RED CROSS</b>							
<b>128859</b>							
	10161460	ARC FEES	10/03/2012	57.00	57.00	11/07/2012	
Total 128859:				57.00	57.00		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	01948629	CO2 FOR LIFT - AUDITORIUM	10/09/2012	34.44	34.44	11/07/2012	
	01949707	CO2 FOR LIFT	10/10/2012	34.44	34.44	11/07/2012	
	01956711	CO2	10/18/2012	34.44	34.44	11/07/2012	
Total 128592:				103.32	103.32		
<b>ARBOR DAY FOUNDATION</b>							
<b>127640</b>							
	102312	ANNUAL MEMBERSHIP - MONT	10/23/2012	15.00	15.00	11/07/2012	
Total 127640:				15.00	15.00		
<b>BIG HORN WHOLESALE</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
1210							
	4981	PARK RESTROOM SUPPLIES	10/09/2012	247.49	247.49	11/07/2012	
	5060	MATERIALS & SUPPLIES	10/16/2012	748.77	748.77	11/07/2012	
Total 1210:				996.26	996.26		
<b>BILLINGS GAZETTE</b>							
<b>1260</b>							
	10260072164	ADVERTISING - LABORLESS M	09/30/2012	1,000.00	1,000.00	11/07/2012	
	10260072164	ADVERTISING - LABORLESS M	09/30/2012	56.95	56.95	11/07/2012	
	10260072164	ADVERTISING - LABORLESS M	09/30/2012	18.05	18.05	11/07/2012	
Total 1260:				1,075.00	1,075.00		
<b>BLANKENSHIP QUALITY CONCRETE</b>							
<b>1320</b>							
	387	CONCRETE / HANDICAPS	10/16/2012	3,161.14	3,161.14	11/07/2012	
	387	CONCRETE / HANDICAPS	10/16/2012	25,705.31	25,705.31	11/07/2012	
	387	CONCRETE / HANDICAPS	10/16/2012	5,224.40	5,224.40	11/07/2012	
Total 1320:				34,090.85	34,090.85		
<b>BLUE CROSS BLUE SHIELD OF WY</b>							
<b>1360</b>							
	101512	INSURANCE PREMIUM	10/15/2012	103,038.76	103,038.76	11/07/2012	
	101512	INSURANCE PREMIUM	10/15/2012	1,981.37	1,981.37	11/07/2012	
Total 1360:				105,020.13	105,020.13		
<b>BOOT BARN, INC</b>							
<b>128267</b>							
	120868	UNIFORMS	10/02/2012	89.97	89.97	11/07/2012	
	IVC0031315	UNIFORMS - ELEC	10/04/2012	1,283.71	1,283.71	11/07/2012	
Total 128267:				1,373.68	1,373.68		
<b>BORDER STATES INDUSTRIES INC</b>							
<b>1420</b>							
	904753801	Meter F8S/9S Alpha Plus dmd me	10/22/2012	1,492.80	1,492.80	11/07/2012	MTR9SALPD
Total 1420:				1,492.80	1,492.80		
<b>BRAKKE, JOLENE</b>							
<b>126553</b>							
	101512	FOOD / DRINKS FOR COMMAN	10/15/2012	63.32	63.32	11/07/2012	
	101512	LUNCH FOR COMMAND STAFF	10/15/2012	15.46	15.46	11/07/2012	
Total 126553:				78.78	78.78		
<b>BRESNAN COMMUNICATIONS</b>							
<b>123538</b>							
	100212-SHOP	INTERNET - SHOP	10/02/2012	150.15	150.15	11/07/2012	
	100412-PD	INTERNET - PD	10/04/2012	65.15	65.15	11/07/2012	
	102012-CH	INTERNET - CITY HALL	10/20/2012	99.95	99.95	11/07/2012	
Total 123538:				315.25	315.25		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>BROOKS BROTHERS TRAILERS</b>							
<b>129537</b>							
	30020	TRAILER - ELECTRIC DEPT.	10/23/2012	11,550.00	11,550.00	11/07/2012	
Total 129537:				11,550.00	11,550.00		
<b>BRUCO INC</b>							
<b>1550</b>							
	305126	MATERIAL & SUPPLIES	09/27/2012	407.51	407.51	11/07/2012	
	305416	MATERIAL & SUPPLIES - CREDI	10/03/2012	307.33-	307.33-	11/07/2012	
Total 1550:				100.18	100.18		
<b>C &amp; C WELDING</b>							
<b>1690</b>							
	15531	RECYCLING CONTAINERS	10/19/2012	1,627.77	1,627.77	11/07/2012	
Total 1690:				1,627.77	1,627.77		
<b>CENTURY LINK</b>							
<b>10091</b>							
	101912	PHONE CHARGES	10/19/2012	750.05	750.05	11/07/2012	
Total 10091:				750.05	750.05		
<b>CHS BRONC SOCCER CLUB</b>							
<b>129532</b>							
	101012	INSTRUCTORS FOR REC SOCC	10/10/2012	180.60	180.60	11/07/2012	
Total 129532:				180.60	180.60		
<b>CHS FILLY SOCCER CLUB</b>							
<b>129533</b>							
	101012	INSTRUCTORS FOR REC SOCC	10/10/2012	154.80	154.80	11/07/2012	
Total 129533:				154.80	154.80		
<b>CITY OF CODY</b>							
<b>2260</b>							
	101012	UTILITIES	10/10/2012	2,327.67	2,327.67	11/07/2012	
	101012	UTILITIES	10/10/2012	93.48	93.48	11/07/2012	
	101012	UTILITIES	10/10/2012	172.35	172.35	11/07/2012	
	101012	UTILITIES	10/10/2012	5,871.80	5,871.80	11/07/2012	
	101012	UTILITIES	10/10/2012	17,166.81	17,166.81	11/07/2012	
	101012	UTILITIES	10/10/2012	46.75	46.75	11/07/2012	
	101712	UTILITIES	10/17/2012	487.37	487.37	11/07/2012	
	102412	UTILITIES	10/24/2012	2,189.21	2,189.21	11/07/2012	
	102412	UTILITIES	10/24/2012	46.93	46.93	11/07/2012	
	102412	UTILITIES	10/24/2012	1,183.03	1,183.03	11/07/2012	
	102412	UTILITIES	10/24/2012	5,594.68	5,594.68	11/07/2012	
	102412	UTILITIES	10/24/2012	3,131.67	3,131.67	11/07/2012	
	102412	UTILITIES	10/24/2012	9,395.02	9,395.02	11/07/2012	
	102412	UTILITIES	10/24/2012	1,573.44	1,573.44	11/07/2012	
	102412	UTILITIES	10/24/2012	7,217.28	7,217.28	11/07/2012	
	102412	UTILITIES	10/24/2012	1,014.05	1,014.05	11/07/2012	
	102412	UTILITIES	10/24/2012	429.07	429.07	11/07/2012	
	102412	UTILITIES	10/24/2012	4,257.40	4,257.40	11/07/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2260:				62,198.01	62,198.01		
<b>2261</b>							
	102512	PETTY CASH - FUSE	10/25/2012	2.89	2.89	11/07/2012	
	102512	PETTY CASH -TITLE & PLATES	10/25/2012	11.00	11.00	11/07/2012	
	102512	PETTY CASH - POSTAGE	10/25/2012	81.64	81.64	11/07/2012	
	102512	PETTY CASH - BACKGROUND	10/25/2012	15.00	15.00	11/07/2012	
	102512	PETTY CASH - REIMBURSEME	10/25/2012	5.00	5.00	11/07/2012	
	102512	PETTY CASH - MEETING EXPE	10/25/2012	39.99	39.99	11/07/2012	
Total 2261:				155.52	155.52		
<b>CITY OF CODY</b>							
<b>127400</b>							
	101212	PETTY CASH PD - UNIFORMS	10/12/2012	8.26	8.26	11/07/2012	
	101212	PETTY CASH PD - CASE 12-160	10/12/2012	44.44	44.44	11/07/2012	
Total 127400:				52.70	52.70		
<b>CLARK SAFETY/LOSS CONTROL</b>							
<b>2290</b>							
	4807	SAFETY ORANGE T-SHIRTS	09/28/2012	234.69	234.69	11/07/2012	
	4807	SAFETY ORANGE T-SHIRTS	09/28/2012	175.98	175.98	11/07/2012	
	4823	SAFETY TRAINING	10/19/2012	99.32	99.32	11/07/2012	
	4823	SAFETY TRAINING	10/19/2012	49.66	49.66	11/07/2012	
Total 2290:				559.65	559.65		
<b>CODY CAB</b>							
<b>129079</b>							
	101712	TIPSY TAXI VOUCHERS (11-12)	10/17/2012	56.00	56.00	11/07/2012	
	101712	TIPSY TAXI VOUCHERS (12-13)	10/17/2012	553.00	553.00	11/07/2012	
	101912	TIPSY TAXI VOUCHERS (11-12)	10/19/2012	28.00	28.00	11/07/2012	
	101912	TIPSY TAXI VOUCHERS (12-13)	10/19/2012	539.00	539.00	11/07/2012	
	102412	TIPSY TAXI VOUCHERS (11-12)	10/24/2012	21.00	21.00	11/07/2012	
	102412	TIPSY TAXI VOUCHERS (12-13)	10/24/2012	315.00	315.00	11/07/2012	
Total 129079:				1,512.00	1,512.00		
<b>CODY ENTERPRISE</b>							
<b>2590</b>							
	102412	ONE YEAR SUBSCRIPTIONS - C	10/24/2012	30.00	30.00	11/07/2012	
Total 2590:				30.00	30.00		
<b>CODY PAINT &amp; BODY INC.</b>							
<b>2715</b>							
	0002214	TOW CRIME SCENE VEHICLE	10/09/2012	157.50	157.50	11/07/2012	
Total 2715:				157.50	157.50		
<b>CODY ROTARY CLUB</b>							
<b>2765</b>							
	120938	ROTARY DUES - RICK MANCHE	09/30/2012	72.00	72.00	11/07/2012	
	120938	ROTARY DUES - RICK MANCHE	09/30/2012	72.00	72.00	11/07/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2765:				144.00	144.00		
<b>CODY SEAMLESS SIDING, LLC</b>							
<b>125263</b>							
	3970	WEATHER STRIPING ON SHOP	10/05/2012	58.00	58.00	11/07/2012	
Total 125263:				58.00	58.00		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1372732-01	SYSTEM UPGRADE	10/15/2012	79.58	79.58	11/07/2012	
	1372732-02	SYSTEM UPGRADE	10/15/2012	54.69	54.69	11/07/2012	
	1372732-03	SYSTEM UPGRADE	10/15/2012	110.71	110.71	11/07/2012	
	1377653-01	BUILDING MAINT.	10/18/2012	77.05	77.05	11/07/2012	
	1377885-00	YELLOWSTONE AVE ST LT REL	10/22/2012	454.28	454.28	11/07/2012	
	1380473-00	SUPPLIES	10/05/2012	55.72	55.72	11/07/2012	
	1381503-00	SUPPLIES	10/09/2012	38.92	38.92	11/07/2012	
	1382693-00	ST LIGHT REPAIRS	10/12/2012	135.36	135.36	11/07/2012	
	1382745-00	ST LIGHT REPAIRS	10/12/2012	33.78	33.78	11/07/2012	
Total 3300:				1,040.09	1,040.09		
<b>DANA KEPNER COMPANY</b>							
<b>3410</b>							
	2214529-02	2" CURB STOP - SPIRIT MTN.	07/09/2012	215.00	215.00	11/07/2012	
	2215417-00	Meter, C2 Omni, 1 1/2"	10/11/2012	4,578.65	4,578.65	11/07/2012	1200-W
Total 3410:				4,793.65	4,793.65		
<b>DOLLARD, JUSTIN</b>							
<b>129368</b>							
	092112	REIMBURSE FOR UNIFORMS	09/21/2012	23.49	23.49	11/07/2012	
Total 129368:				23.49	23.49		
<b>EAGLE OF CODY PRINTING</b>							
<b>123442</b>							
	102212	UTILITY APPLICATIONS	10/22/2012	218.00	218.00	11/07/2012	
	102412	ANNOUNCEMENT CARDS - RE	10/24/2012	98.00	98.00	11/07/2012	
Total 123442:				316.00	316.00		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	8494811	PEST CONTROL - REC CENTER	10/02/2012	59.17	59.17	11/07/2012	
	8494811	PEST CONTROL - REC CENTER	10/02/2012	59.17	59.17	11/07/2012	
	8494812	PEST CONTROL - AUDITORIUM	10/08/2012	65.00	65.00	11/07/2012	
Total 128686:				183.34	183.34		
<b>ELECTRICAL ALLY, INC.</b>							
<b>129214</b>							
	777	SERVICE REPAIR	09/29/2012	3,423.96	3,423.96	11/07/2012	
Total 129214:				3,423.96	3,423.96		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ENERGY LABORATORIES INC</b>							
<b>4120</b>							
	321050797	NITROGEN & PHOSPHOROUS	10/10/2012	150.00	150.00	11/07/2012	
Total 4120:				150.00	150.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	100912	UTILITIES	10/09/2012	17.71	17.71	11/07/2012	
	100912	UTILITIES	10/09/2012	144.60	144.60	11/07/2012	
	100912	UTILITIES - REC CENTER	10/09/2012	2,137.90	2,137.90	11/07/2012	
	100912	UTILITIES - REC CENTER	10/09/2012	6,413.73	6,413.73	11/07/2012	
	100912	UTILITIES - REC CENTER	10/09/2012	51.97	51.97	11/07/2012	
	100912	UTILITIES - REC CENTER	10/09/2012	34.34	34.34	11/07/2012	
	100912	UTILITIES - REC CENTER	10/09/2012	26.99	26.99	11/07/2012	
	100912	UTILITIES - REC CENTER	10/09/2012	23.06	23.06	11/07/2012	
	101812	UTILITIES	10/18/2012	243.73	243.73	11/07/2012	
Total 2630:				9,094.03	9,094.03		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	101912	BAC T TESTS	10/19/2012	25.00	25.00	11/07/2012	
	3210033	WASTEWATER TREATMENT FA	10/10/2012	9,275.00	9,275.00	11/07/2012	
	3210034	16TH ST STORM DRAIN	10/10/2012	2,879.75	2,879.75	11/07/2012	
Total 4140:				12,179.75	12,179.75		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	2862023	SUPPLIES TO CALIBRATE SPR	10/10/2012	14.99	14.99	11/07/2012	
	962323	TRACTOR PIN - PARKS DEPT	10/04/2012	51.88	51.88	11/07/2012	
Total 4210:				66.87	66.87		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY43941	CUT OFF DISCS - GRINDER	10/03/2012	7.60	7.60	11/07/2012	
	WYCDY44002	SUPPLIES	10/08/2012	13.39	13.39	11/07/2012	
	WYCDY44024	TOOLS	10/09/2012	102.47	102.47	11/07/2012	
Total 126018:				123.46	123.46		
<b>FED-EX</b>							
<b>4250</b>							
	2-061-36230	EVIDENCE SHIPPING	10/25/2012	203.76	203.76	11/07/2012	
Total 4250:				203.76	203.76		
<b>FERGUSON WATERWORKS</b>							
<b>127653</b>							
	0569868	6" Gland pack, complete	10/17/2012	153.44	153.44	11/07/2012	1278-W
	0569868	6" x 12" MJ solid sleeve	10/17/2012	234.88	234.88	11/07/2012	1322-W
Total 127653:				388.32	388.32		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>GALLS, LLC</b>							
<b>123014</b>							
	000047522	UNIFORMS - C09, C01	10/25/2012	285.40	285.40	11/07/2012	
	000053881	UNIFORMS - C09	10/25/2012	141.99	141.99	11/07/2012	
	000059408	UNIFORMS - C09	10/27/2012	141.94	141.94	11/07/2012	
Total 123014:				569.33	569.33		
<b>GAMBLES</b>							
<b>4450</b>							
	607882	CHALK	09/26/2012	2.29	2.29	11/07/2012	
Total 4450:				2.29	2.29		
<b>GDA ENGINEERS</b>							
<b>4620</b>							
	00002-10/09/1	WEST STRIP PROJECT	10/09/2012	16,839.54	16,839.54	11/07/2012	
Total 4620:				16,839.54	16,839.54		
<b>GEARBOX RACQUETBALL</b>							
<b>128922</b>							
	19343	RACQUETBALL EQUIPMENT	10/15/2012	101.94	101.94	11/07/2012	
Total 128922:				101.94	101.94		
<b>GOODYEAR PRINTING</b>							
<b>125939</b>							
	7014	FALL / WINTER BROCHURE	10/05/2012	3,197.50	3,197.50	11/07/2012	
Total 125939:				3,197.50	3,197.50		
<b>GRAINGER</b>							
<b>4635</b>							
	9940692461	BUS TUBS FOR CLUBROOM	10/01/2012	61.20	61.20	11/07/2012	
	9944401646	SUPPLIES - CLUBROOM KITCH	10/05/2012	36.90	36.90	11/07/2012	
Total 4635:				98.10	98.10		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	122971	RIP SEWER PONDS	10/05/2012	5,843.79	5,843.79	11/07/2012	
Total 4780:				5,843.79	5,843.79		
<b>HD SUPPLY UTILITIES LTD</b>							
<b>6730</b>							
	2094774-00	SYSTEM REPAIR	10/01/2012	303.60	303.60	11/07/2012	
	2100001-01	TOOLS	10/08/2012	213.00	213.00	11/07/2012	
	2100001-02	Arrestor, 18KV MOV Overhead	10/08/2012	299.20	299.20	11/07/2012	ARR18KV
Total 6730:				815.80	815.80		
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	G223475-1	MATERIAL & SUPPLIES	10/09/2012	193.90	193.90	11/07/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128769:				193.90	193.90		
<b>HUSKIE TOOLS, INC</b>							
<b>129509</b>							
	482701	TOOLS	10/05/2012	2,773.10-	.00		
Total 129509:				2,773.10-	.00		
<b>ICMA RETIREMENT-457-#303143</b>							
<b>5170</b>							
	669156	Contributions	10/15/2012	5,728.95	5,728.95	10/15/2012	
	675406	Contributions	10/26/2012	5,846.69	5,846.69	10/26/2012	
Total 5170:				11,575.64	11,575.64		
<b>ICOP</b>							
<b>129056</b>							
	0004030-IN	ICOP SERVER	09/28/2012	8,154.84	8,154.84	11/07/2012	
	0004087-IN	ICOP MICROPHONE REPAIRS	10/11/2012	90.00	90.00	11/07/2012	
Total 129056:				8,244.84	8,244.84		
<b>INTERNATIONAL CODE COUNCIL</b>							
<b>124774</b>							
	INV0209060	OFFICE SUPPLIES	10/11/2012	52.50	52.50	11/07/2012	
Total 124774:				52.50	52.50		
<b>INT'L SOCIETY OF ARBORICULTURE</b>							
<b>5280</b>							
	102312	ISA DUES - MONTE BALES	10/23/2012	182.00	182.00	11/07/2012	
Total 5280:				182.00	182.00		
<b>JACK'S TRUCK &amp; EQUIPMENT</b>							
<b>125521</b>							
	10541	DAY CAB TRUCK	10/11/2012	90,696.00	90,696.00	11/07/2012	
Total 125521:				90,696.00	90,696.00		
<b>KEELE SANITATION</b>							
<b>124874</b>							
	1084011	PORTABLE RESTROOM - SPIRI	07/31/2012	67.50	67.50	11/07/2012	
	1091675	PORTABLE RESTROOM - SPIRI	08/31/2012	75.00	75.00	11/07/2012	
	1092178	PORTABLE RESTROOM - SPIRI	09/30/2012	75.00	75.00	11/07/2012	
Total 124874:				217.50	217.50		
<b>KENCO SECURITY &amp; TECHNOLOGY</b>							
<b>9029</b>							
	1001646	SECURITY MONITORING - CITY	11/01/2012	94.50	94.50	11/07/2012	
	995484	PANIC BUTTON - CITY HALL	10/02/2012	78.00	78.00	11/07/2012	
Total 9029:				172.50	172.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>KESSLER, CLAUDIA</b>							
<b>129528</b>							
	15991014	REFUND UTILITY DEPOSIT	10/17/2012	109.96	109.96	11/07/2012	
Total 129528:				109.96	109.96		
<b>KIDWELL, LAURA</b>							
<b>129529</b>							
	101612	WITNESS FEES - MC-1208-028	10/16/2012	15.00	15.00	11/07/2012	
Total 129529:				15.00	15.00		
<b>KIEFER</b>							
<b>124429</b>							
	227844	Keifer Silicone Swim Cap	09/28/2012	301.41	301.41	11/07/2012	100076
	227844	KIDS SWIM GOGGLES	09/28/2012	429.30	429.30	11/07/2012	100082
	227844	SPEEDO GCS PLUS GOGGLES	09/28/2012	825.00	825.00	11/07/2012	100015
Total 124429:				1,555.71	1,555.71		
<b>KIMSEY, VIOLA</b>							
<b>128747</b>							
	14252035	UTILITY DEPOSIT REFUND	10/12/2012	17.69	17.69	11/07/2012	
Total 128747:				17.69	17.69		
<b>KINCHELOE PLUMBING AND HEATING</b>							
<b>5750</b>							
	139230	REPAIRS - AUDITORIUM	09/19/2012	163.56	163.56	11/07/2012	
	139232	COPPER PIPE	09/19/2012	18.90	18.90	11/07/2012	
Total 5750:				182.46	182.46		
<b>KOIS BROTHERS EQUIPMENT</b>							
<b>5830</b>							
	95169	SEWER JET DOOR ASSEMBLY	09/25/2012	520.98	520.98	11/07/2012	
Total 5830:				520.98	520.98		
<b>KRAMES STAYWELL, LLC</b>							
<b>124776</b>							
	6828062	ARC BOOKS	09/26/2012	972.67	972.67	11/07/2012	
Total 124776:				972.67	972.67		
<b>KYNER, JACK</b>							
<b>129530</b>							
	101612	WITNESS FEES - MC-1208-068	10/16/2012	15.00	15.00	11/07/2012	
Total 129530:				15.00	15.00		
<b>LONG BUILDING TECH INC</b>							
<b>125191</b>							
	SRVCE005977	REPAIR STEAM ROOM	09/25/2012	299.25	299.25	11/07/2012	
Total 125191:				299.25	299.25		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>MC CUMBER LOCKSMITH SHOP</b>							
<b>6390</b>							
	3286A	KEYS	09/04/2012	4.72	4.72	11/07/2012	
	3348A	DOOR PARTS - REC CENTER	10/10/2012	8.69	8.69	11/07/2012	
	3351A	KEYS - COMM DEVEL. OFFICE	10/11/2012	2.50	2.50	11/07/2012	
	3355A	KEYS	10/15/2012	3.00	3.00	11/07/2012	
Total 6390:				18.91	18.91		
<b>MCFARLAND CASCADE</b>							
<b>6480</b>							
	72721033283	Pole, class 4, 45'	09/27/2012	7,210.00	7,210.00	11/07/2012	PL45WD
	72721033283	Pole, class 5, 35'	09/27/2012	1,284.00	1,284.00	11/07/2012	PL35WD
	72721033283	Pole, class 4, 50'	09/27/2012	1,698.00	1,698.00	11/07/2012	PL50WD
Total 6480:				10,192.00	10,192.00		
<b>MENIG, GEORGE</b>							
<b>127603</b>							
	101312	REIMBURSE FOR FOOD CASE	10/13/2012	17.27	17.27	11/07/2012	
Total 127603:				17.27	17.27		
<b>MIDWEST FENCE CO</b>							
<b>6650</b>							
	30406	T POSTS FOR SNOW FENCE	10/11/2012	86.25	86.25	11/07/2012	
	30420	T POSTS	10/17/2012	57.50	57.50	11/07/2012	
Total 6650:				143.75	143.75		
<b>MOUNTAIN WEST INC</b>							
<b>6930</b>							
	023163	EMBROIDERY CHARGE - C06	08/16/2012	49.85	49.85	11/07/2012	
	023198	SEWING CHARGE - C24	08/27/2012	14.00	14.00	11/07/2012	
	023355	UNIFORMS - C09	10/04/2012	121.15	121.15	11/07/2012	
	023371	UNIFORMS - FAC. MAINT.	10/09/2012	87.00	87.00	11/07/2012	
	023376	UNIFORMS C14	10/12/2012	18.95	18.95	11/07/2012	
	023399	UNIFORMS	10/15/2012	463.27	463.27	11/07/2012	
	023400	UNIFORMS	10/15/2012	247.33	247.33	11/07/2012	
	023406	UNIFORMS	10/16/2012	240.25	240.25	11/07/2012	
	023415	UNIFORMS	10/18/2012	217.35	217.35	11/07/2012	
Total 6930:				1,459.15	1,459.15		
<b>NATIONAL LEAGUE OF CITIES</b>							
<b>7130</b>							
	85916	NLC - DUES	10/09/2012	1,117.00	1,117.00	11/07/2012	
Total 7130:				1,117.00	1,117.00		
<b>NEENAH FOUNDRY CO</b>							
<b>126117</b>							
	64839	STORM DROP GRATES AND FR	09/30/2012	3,220.14	3,220.14	11/07/2012	
	65322	STORM SEWER BOX	10/09/2012	271.41	271.41	11/07/2012	
Total 126117:				3,491.55	3,491.55		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>NORCO, INC.</b>							
<b>128948</b>							
	10432782	CO2	10/09/2012	105.24	105.24	11/07/2012	
	10472164	CO2	10/18/2012	105.24	105.24	11/07/2012	
	10472165	CO2	10/18/2012	47.87	47.87	11/07/2012	
Total 128948:				258.35	258.35		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	136765	4" C900, CL 200 PVC pipe	10/08/2012	61.20	61.20	11/07/2012	1333-W
	136765	6" MJ x MJ gate valve	10/08/2012	597.00	597.00	11/07/2012	1341-W
	136765	VALVE BOX LID	10/08/2012	80.22	80.22	11/07/2012	
	139108	6" Megalug for PVC, w/acc.	10/12/2012	356.40	356.40	11/07/2012	1290-W
	139108	4" Megalug for PVC, w/acc.	10/12/2012	282.66	282.66	11/07/2012	1289-W
	139108	6" MJ x 4" MJ reducer	10/12/2012	91.76	91.76	11/07/2012	1265-W
	141820	3/4" Compression curb stop	10/22/2012	698.52	698.52	11/07/2012	1117-W
	141865	24" x 1 1/4" steel ext. ring	10/22/2012	407.14	407.14	11/07/2012	1029-WW
	141865	CC BUSHING	10/22/2012	45.40	45.40	11/07/2012	
	141865	FREIGHT	10/22/2012	25.88	25.88	11/07/2012	
Total 7400:				2,646.18	2,646.18		
<b>ONE-CALL OF WYOMING</b>							
<b>127665</b>							
	30189	WYOMING ONE CALL	10/02/2012	21.00	21.00	11/07/2012	
	30189	WYOMING ONE CALL	10/02/2012	21.00	21.00	11/07/2012	
	30189	WYOMING ONE CALL	10/02/2012	21.00	21.00	11/07/2012	
	30189	WYOMING ONE CALL	10/02/2012	21.00	21.00	11/07/2012	
Total 127665:				84.00	84.00		
<b>OPATZ ELECTRIC MOTOR REPAIR</b>							
<b>7470</b>							
	15725	REBUILD MOTOR FOR SWAMP	10/16/2012	190.35	190.35	11/07/2012	
	15726	REBUILD MOTOR FOR SWAMP	10/16/2012	85.00	85.00	11/07/2012	
Total 7470:				275.35	275.35		
<b>OPTIMUM</b>							
<b>129339</b>							
	10/18/12-REC	INTERNET - REC CENTER	10/18/2012	74.90	74.90	11/07/2012	
Total 129339:				74.90	74.90		
<b>PARK COUNTY</b>							
<b>7670</b>							
	838	LEC CONTRACT	10/24/2012	15,527.95	15,527.95	11/07/2012	
	838	LEC UTILITIES	10/24/2012	613.24	613.24	11/07/2012	
Total 7670:				16,141.19	16,141.19		
<b>PARK COUNTY PUBLIC HEALTH</b>							
<b>7720</b>							
	992	FLU SHOTS	10/11/2012	1,100.00	1,100.00	11/07/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7720:				1,100.00	1,100.00		
<b>PAWNEE IRRIGATION EVERGREEN</b>							
<b>7830</b>							
	8112	SOD - ALGER	09/20/2012	450.00	450.00	11/07/2012	
Total 7830:				450.00	450.00		
<b>POCKET PRESS, INC.</b>							
<b>124731</b>							
	64021	POCKET STATUE BOOKS	09/27/2012	197.78	197.78	11/07/2012	
Total 124731:				197.78	197.78		
<b>POWELL TRIBUNE</b>							
<b>8090</b>							
	093012	ADVERTISING	09/30/2012	190.00	190.00	11/07/2012	
Total 8090:				190.00	190.00		
<b>PRO-BUILD</b>							
<b>128149</b>							
	933992	SPIRIT MTN WATER	09/04/2012	27.93	27.93	11/07/2012	
	938101	REPAIRS TO AUDITORIUM	10/17/2012	75.98	75.98	11/07/2012	
Total 128149:				103.91	103.91		
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>							
<b>128033</b>							
	102912	PREMIUMS	10/29/2012	216.20	216.20	10/29/2012	
Total 128033:				216.20	216.20		
<b>PURCHASE ADVANTAGE CARD</b>							
<b>430</b>							
	010771	FOOD / DRINKS FOR CASE 12-1	10/10/2012	80.10	80.10	11/07/2012	
	011008	FOOD / DRINKS FOR CASE 12-1	10/11/2012	37.95	37.95	11/07/2012	
	012047	FOOD / DRINKS FOR CASE 12-1	10/12/2012	76.45	76.45	11/07/2012	
	014998	FOOD / DRINKS FOR CASE 12-1	10/14/2012	48.69	48.69	11/07/2012	
	017955	OFFICE SUPPLIES	10/17/2012	10.98	10.98	11/07/2012	
	019261	REC CENTER BIRTHDAY PARTI	10/19/2012	34.47	34.47	11/07/2012	
	019294	REC CENTER PROGRAMS	10/19/2012	6.78	6.78	11/07/2012	
Total 430:				295.42	295.42		
<b>PURCHASE POWER</b>							
<b>8240</b>							
	101912	POSTAGE - PD	10/19/2012	188.68	188.68	11/07/2012	
	101912	POSTAGE - PD	10/19/2012	1,357.04	1,357.04	11/07/2012	
	101912	POSTAGE - WATER	10/19/2012	3.75	3.75	11/07/2012	
	101912	POSTAGE - REC CENTER	10/19/2012	450.53	450.53	11/07/2012	
	101912	POSTAGE - REFILL FEE	10/19/2012	19.99	19.99	11/07/2012	
Total 8240:				2,019.99	2,019.99		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>R &amp; A SAFETY</b>							
<b>127690</b>							
	1747	RANDOM & PRE-EMPLOYMENT	10/13/2012	30.00	30.00	11/07/2012	
	1747	RANDOM & PRE-EMPLOYMENT	10/13/2012	150.00	150.00	11/07/2012	
	1747	RANDOM & PRE-EMPLOYMENT	10/13/2012	150.00	150.00	11/07/2012	
	1747	RANDOM & PRE-EMPLOYMENT	10/13/2012	60.00	60.00	11/07/2012	
	1747	RANDOM & PRE-EMPLOYMENT	10/13/2012	90.00	90.00	11/07/2012	
Total 127690:				480.00	480.00		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	101612	UTILITIES	10/16/2012	42.31	42.31	11/07/2012	
	101612	UTILITIES	10/16/2012	116.49	116.49	11/07/2012	
	102312	UTILITIES	10/23/2012	200.04	200.04	11/07/2012	
	102312	UTILITIES	10/23/2012	257.68	257.68	11/07/2012	
Total 7570:				616.52	616.52		
<b>ROEMMICH, ECHO</b>							
<b>129531</b>							
	14536041	REFUND UTILITY DEPOSIT	10/15/2012	118.25	118.25	11/07/2012	
Total 129531:				118.25	118.25		
<b>ROSENCRANSE, JENNIFER</b>							
<b>123495</b>							
	100912	REIMBURSE FOR CAB - PHOEN	10/09/2012	24.00	24.00	11/07/2012	
	100912	REIMBURSE FOR CAB - PHOEN	10/09/2012	12.00	12.00	11/07/2012	
	100912	BAGGAGE FEE - UNITED	10/09/2012	25.00	25.00	11/07/2012	
Total 123495:				61.00	61.00		
<b>ROSIN, APRIL</b>							
<b>129536</b>							
	20065025	REFUND UTILITY DEPOSIT	10/25/2012	68.17	68.17	11/07/2012	
Total 129536:				68.17	68.17		
<b>RUSSELL + MILLS STUDIOS</b>							
<b>129290</b>							
	CODY 006	SHERIDAN AVE STREET SCAP	10/05/2012	2,800.00	2,800.00	11/07/2012	
Total 129290:				2,800.00	2,800.00		
<b>S &amp; S AUDIO - VIDEO INC</b>							
<b>8840</b>							
	10069019	AC EQUIPMENT	10/19/2012	8.49	8.49	11/07/2012	
Total 8840:				8.49	8.49		
<b>SCHRADER METAL &amp; DESIGN</b>							
<b>8980</b>							
	181-48	REFUND ENCROACHMENT DE	10/24/2012	150.00	150.00	11/07/2012	
Total 8980:				150.00	150.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>SELBYS</b>							
<b>9040</b>							
	1004948-000	PLOTTER CLEANING & SERVIC	10/03/2012	365.00	365.00	11/07/2012	
Total 9040:				365.00	365.00		
<b>SHERWIN-WILLIAMS COMPANY</b>							
<b>127725</b>							
	8500-7	PAINT STRIPING MACHINE	10/23/2012	5,699.00	5,699.00	11/07/2012	
Total 127725:				5,699.00	5,699.00		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	0091491	PRINTER TONER	10/18/2012	90.99	90.99	11/07/2012	
	0091610	MARKER	09/21/2012	1.10	1.10	11/07/2012	
	0091960	OFFICE SUPPLIES	10/08/2012	4.00	4.00	11/07/2012	
	0091968	PENS AND PADS	10/09/2012	27.03	27.03	11/07/2012	
	0092009	PAPER	10/10/2012	223.25	223.25	11/07/2012	
	0092060	NOTEBOOK	10/17/2012	1.05	1.05	11/07/2012	
	0092170	SUPPLIES	10/17/2010	98.14	98.14	11/07/2012	
	0092243	MATERIALS & SUPPLIES	10/22/2012	74.03	74.03	11/07/2012	
	0092254	SUPPLIES	10/23/2012	5.99	5.99	11/07/2012	
	0092276	SUPPLIES	10/24/2012	8.37	8.37	11/07/2012	
	0092286	SUPPLIES	10/24/2012	44.34	44.34	11/07/2012	
	0092300	TONER	10/25/2012	154.99	154.99	11/07/2012	
Total 9140:				733.28	733.28		
<b>SITZ III, ALEX H.</b>							
<b>129379</b>							
	102212	PROFESSIONAL FEES	10/22/2012	207.64	207.64	11/07/2012	
Total 129379:				207.64	207.64		
<b>SMITH, KEN</b>							
<b>124117</b>							
	14541022	REFUND UTILITY DEPOSIT	10/17/2012	13.86	13.86	11/07/2012	
Total 124117:				13.86	13.86		
<b>SNOW CREST CHEMICALS</b>							
<b>128876</b>							
	00128090	BOILER MAINTENANCE TREAT	10/04/2012	329.50	329.50	11/07/2012	
Total 128876:				329.50	329.50		
<b>SOUTHWESTERN EQUIPMENT</b>							
<b>9422</b>							
	027168	AIR CONTROL REPLACEMENT	10/10/2012	28.53	28.53	11/07/2012	SW0085-575
	027168	FREIGHT	10/10/2012	14.15	14.15	11/07/2012	
	027168	AIR CONTROL SINGLE HANDLE	10/10/2012	120.98	120.98	11/07/2012	SW0085-544
Total 9422:				163.66	163.66		
<b>STAFFORD, JASON</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
126104							
	101212	REIMBURSE FOR USB DRIVE C	10/12/2012	13.97	13.97	11/07/2012	
Total 126104:				13.97	13.97		
<b>STROUPE PEST CONTROL CO</b>							
<b>9635</b>							
	080612-RECY	PEST CONTROL - RECYCLE C	08/06/2012	55.00	55.00	11/07/2012	
Total 9635:				55.00	55.00		
<b>SUNSET HOUSE RESTAURANT</b>							
<b>9670</b>							
	20086	LUNCH FOR CASE 12-1604	10/12/2012	59.20	59.20	11/07/2012	
Total 9670:				59.20	59.20		
<b>SYRING, ANDREW J AND DIANE</b>							
<b>125007</b>							
	102212	PURCHASE EASEMENT FOR W	10/22/2012	4,785.12	4,785.12	11/07/2012	
Total 125007:				4,785.12	4,785.12		
<b>THE UPS STORE</b>							
<b>6240</b>							
	2493	EVIDENCE SHIPPING	10/10/2012	9.38	9.38	11/07/2012	
	3355	SHIPPING - SAFETY SUPPLIES	10/26/2012	103.60	103.60	11/07/2012	
	4123	SHIPPING	10/12/2012	14.68	14.68	11/07/2012	
Total 6240:				127.66	127.66		
<b>THOMAS, DILLON</b>							
<b>129534</b>							
	17993917	REFUND UTILITY DEPOSIT	10/17/2012	27.81	27.81	11/07/2012	
Total 129534:				27.81	27.81		
<b>TITAN ACCESS</b>							
<b>128471</b>							
	1C13399	MASTER CYLINDER - G08	10/02/2012	526.24	526.24	11/07/2012	
	1C13420	HOSE - G08	10/09/2012	35.17	35.17	11/07/2012	
	1C13435	HUB ASSY. BACKHOE	10/12/2012	1,539.80	1,539.80	11/07/2012	
Total 128471:				2,101.21	2,101.21		
<b>TITAN MACHINERY</b>							
<b>128262</b>							
	17239	BACKHOE - WATER DEPT.	10/12/2012	72,008.00	72,008.00	11/07/2012	
Total 128262:				72,008.00	72,008.00		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-24538	GAUGES	10/04/2012	40.58	40.58	11/07/2012	
	I-24541	GAUGES	10/04/2012	20.29	20.29	11/07/2012	
	I-24543	GAUGES	10/05/2012	133.86	133.86	11/07/2012	
	I-24588	PAINT WAND	10/10/2012	44.60	44.60	11/07/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	I-24588	MARKING PAINT	10/10/2012	245.05	245.05	11/07/2012	
Total 9980:				484.38	484.38		
<b>TVETENE TURF</b>							
<b>127838</b>							
	805662	SOD - EAST SIDE CITY PARK	10/03/2012	620.00	620.00	11/07/2012	
Total 127838:				620.00	620.00		
<b>UNUM LIFE INS - LTD</b>							
<b>127843</b>							
	102912	LONG TERM DISABILITY - PRE	10/29/2012	2,826.41	2,826.41	10/29/2012	
Total 127843:				2,826.41	2,826.41		
<b>UNUM LIFE INSURANCE - LIFE</b>							
<b>127935</b>							
	102912	PREMIUM	10/29/2012	1,420.87	1,420.87	10/29/2012	
Total 127935:				1,420.87	1,420.87		
<b>V F W CLUB</b>							
<b>10150</b>							
	103012	FLAG	10/30/2012	46.00	46.00	11/07/2012	
Total 10150:				46.00	46.00		
<b>V-1 PROPANE</b>							
<b>10180</b>							
	854463	PROPANE - FORKLIFT	10/05/2012	21.11	21.11	11/07/2012	
Total 10180:				21.11	21.11		
<b>VAN DIEST SUPPLY CO.</b>							
<b>10225</b>							
	158	TURF BROAD LEAF WEEDS - F	10/11/2012	970.00	970.00	11/07/2012	
Total 10225:				970.00	970.00		
<b>VERIZON</b>							
<b>124442</b>							
	1130401439	CELL PHONE SERVICE	10/20/2012	1,603.55	1,603.55	11/07/2012	
	1130401439	POLICE WIRELESS DEVICES	10/20/2012	90.06	90.06	11/07/2012	
Total 124442:				1,693.61	1,693.61		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	003626	ASAP SUPPLIES	10/09/2012	108.11	108.11	11/07/2012	
	006281	DRINKS FOR OFFICERS CASE	10/09/2012	29.10	29.10	11/07/2012	
	009892	REC CENTER PROGRAMS	07/20/2012	85.00	85.00	11/07/2012	
	03320	Crackers	10/16/2012	7.64	7.64	11/07/2012	20034
	03320	Chips	10/16/2012	9.88	9.88	11/07/2012	20031
	03320	FORKS	10/16/2012	2.68	2.68	11/07/2012	25100
	03320	Ramen Soup	10/16/2012	17.28	17.28	11/07/2012	20050
	03320	GATORAID	10/16/2012	17.94	17.94	11/07/2012	20008

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	03320	Fruit Snacks	10/16/2012	14.16	14.16	11/07/2012	20026
	03320	Snack Cakes	10/16/2012	5.50	5.50	11/07/2012	20027
	03320	Pizza	10/16/2012	41.16	41.16	11/07/2012	20045
	03320	PAPER PLATES	10/16/2012	7.94	7.94	11/07/2012	21000
	03321	OFFICE SUPPLIES	10/16/2012	10.92	10.92	11/07/2012	
	04183	ELECTRIC NETWORK UPGRAD	10/18/2012	159.88	159.88	11/07/2012	
	04844	PROGRAMS - AQUATICS	10/23/2012	171.49	171.49	11/07/2012	
	05263	ASAP SUPPLIES	10/22/2012	155.98	155.98	11/07/2012	
	05287	POWER STRIPS FOR COMMAN	10/13/2012	60.00	60.00	11/07/2012	
	06419	OFFICE SQUAD ROOM SUPPLI	10/12/2012	183.71	183.71	11/07/2012	
	06789	PROGRAMS - AQUATICS / SUP	10/16/2012	49.93	49.93	11/07/2012	
	06827	ORGANIZERS FOR C16 VEHICL	10/16/2012	23.94	23.94	11/07/2012	
	08052	PROGRAMS - AQUATICS	10/03/2012	79.10	79.10	11/07/2012	
	08228	SHOP SUPPLIES	10/17/2012	28.12	28.12	11/07/2012	
	08228	SHOP SUPPLIES	10/17/2012	4.28	4.28	11/07/2012	
Total 10330:				1,273.74	1,273.74		
<b>WARNE CHEMICAL &amp; EQUIPMENT CO</b>							
<b>123358</b>							
	87218	EQUIPMENT FOR SPRAYER UN	09/26/2012	991.64	991.64	11/07/2012	
Total 123358:				991.64	991.64		
<b>WATCO POOLS</b>							
<b>10370</b>							
	15213	NEW POOL THEMOMETER	10/16/2012	39.09	39.09	11/07/2012	
	15517	POOL CHEMICALS	09/28/2012	774.90	774.90	11/07/2012	
Total 10370:				813.99	813.99		
<b>WAVING AT YOU.COM</b>							
<b>128973</b>							
	174491	REPLACEMENT SNAPS FOR FL	10/16/2012	283.00	283.00	11/07/2012	
Total 128973:				283.00	283.00		
<b>WAYNE'S BOOT SHOP</b>							
<b>10430</b>							
	11449	SAFETY BOOTS - WATER DEPT	10/25/2012	139.95	139.95	11/07/2012	
	12985	WORK BOOTS - J MORRIS	09/25/2012	100.00	100.00	11/07/2012	
Total 10430:				239.95	239.95		
<b>WCSTELECOM</b>							
<b>124746</b>							
	21168315	LONG DISTANCE	10/01/2012	170.27	170.27	11/07/2012	
Total 124746:				170.27	170.27		
<b>WEBSTER MOTORS, INC</b>							
<b>10460</b>							
	8976	DOOR STOP	09/17/2012	42.42	42.42	11/07/2012	
Total 10460:				42.42	42.42		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>WESCO DISTRIBUTION INC</b>							
<b>10480</b>							
	666178	SAFETY SUPPLIES	10/02/2012	527.93	527.93	11/07/2012	
	666557	SYSTEM REPAIR	10/03/2012	177.00	177.00	11/07/2012	
	669284	SYSTEM UPGRADE	10/16/2012	577.87	577.87	11/07/2012	
Total 10480:				1,282.80	1,282.80		
<b>WEST PARK HOSPITAL</b>							
<b>10500</b>							
	09/02/12-CITY	PRE-EMPLOYMENT TESTING L	09/02/2012	110.00	110.00	11/07/2012	
	09/02/12-COP	BLOOD DRAW CASE 12-1306	09/02/2012	152.90	152.90	11/07/2012	
Total 10500:				262.90	262.90		
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
	4028048	SYSTEM UPGRADE	10/04/2012	1,346.00	1,346.00	11/07/2012	
	4028299	EQUIPMENT MAINTENANCE	10/09/2012	202.67	202.67	11/07/2012	
	4028698	TOOLS	10/17/2012	291.56	291.56	11/07/2012	
Total 10605:				1,840.23	1,840.23		
<b>WESTVIG, MEGAN</b>							
<b>129535</b>							
	14199620	REFUND UTILITY DEPOSIT	10/15/2012	167.01	167.01	11/07/2012	
Total 129535:				167.01	167.01		
<b>WINTER EQUIPMENT CO</b>							
<b>125162</b>							
	IV15552	PLOW BLADES	10/12/2012	1,266.25	1,266.25	11/07/2012	
Total 125162:				1,266.25	1,266.25		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>							
	80057	SPARK PLUG	09/14/2012	3.00	3.00	11/07/2012	
	80174	REPAIRS TO STUCCO - REC CE	09/20/2012	552.75	552.75	11/07/2012	
	80480	SPRAYER FOR MOSQUITO LAR	10/04/2012	649.95	649.95	11/07/2012	
	80596	CHAIN SAW CHAIN	10/10/2012	44.00	44.00	11/07/2012	
	80702	TREE SUPPLIES	10/16/2012	24.30	24.30	11/07/2012	
Total 10660:				1,274.00	1,274.00		
<b>WY CONFERENCE OF BLDG OFFICIAL</b>							
<b>124777</b>							
	102312	WCBO MEMBERSHIP	10/23/2012	50.00	50.00	11/07/2012	
Total 124777:				50.00	50.00		
<b>WYOMING BANK AND TRUST</b>							
<b>123957</b>							
	10262012	ELECTRIC BOND PAYMENT	10/26/2012	700.00	700.00	11/07/2012	
	10262012	ELECTRIC BOND PAYMENT	10/26/2012	17,991.24	17,991.24	11/07/2012	
	10262012	ELECTRIC BOND PAYMENT	10/26/2012	400,000.00	400,000.00	11/07/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 123957:				418,691.24	418,691.24		
<b>WYOMING BOARD OF REGISTRATION</b>							
<b>10775</b>							
	102612	PROFESSIONAL LICENSE FEES	10/26/2012	90.00	90.00	11/07/2012	
Total 10775:				90.00	90.00		
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>							
<b>10670</b>							
	102912	CONTRIBUTIONS	10/29/2012	10,299.84	10,299.84	10/29/2012	
	102912		10/29/2012	6.18	6.18	10/29/2012	
	102912	CONTRIBUTIONS	10/29/2012	18.55	18.55	10/29/2012	
	102912	CONTRIBUTIONS	10/29/2012	241.11	241.11	10/29/2012	
Total 10670:				10,565.68	10,565.68		
<b>WYOMING DEPT OF EMPLOYMENT</b>							
<b>10810</b>							
	102912	3rd quarter unemployment	10/29/2012	616.00	616.00	10/29/2012	
Total 10810:				616.00	616.00		
<b>WYOMING DEPT OF HEALTH</b>							
<b>128921</b>							
	W744-10-12	BAC T TESTING	10/05/2012	150.00	150.00	11/07/2012	
Total 128921:				150.00	150.00		
<b>WYOMING FIRE SAFETY</b>							
<b>10830</b>							
	32456	BI-ANNUAL MAINT.	10/24/2012	81.00	81.00	11/07/2012	
Total 10830:				81.00	81.00		
<b>WYOMING MUNICIPAL POWER AGENCY</b>							
<b>10920</b>							
	102512	POWER PURCHASE - SEPT 201	10/25/2012	674,456.05	674,456.05	11/07/2012	
Total 10920:				674,456.05	674,456.05		
<b>WYOMING RETIREMENT SYSTEM</b>							
<b>10950</b>							
	102912	CONTRIBUTIONS -	10/29/2012	60,012.82	60,012.82	10/29/2012	
Total 10950:				60,012.82	60,012.82		
<b>WYOMING WATER DEVELOPMENT COMM</b>							
<b>11025</b>							
	101712	LOAN PAYMENT	10/17/2012	14,485.06	14,485.06	11/07/2012	
	101712	LOAN PAYMENT	10/17/2012	4,576.29	4,576.29	11/07/2012	
Total 11025:				19,061.35	19,061.35		
<b>YANKEE CAR WASH</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128282	093012	CAR WASHES - PD	09/30/2012	177.95	177.95	11/07/2012	
	093012	CAR WASHES - ELEC. DEPT.	09/30/2012	10.00	10.00	11/07/2012	
	093012	CAR WASHES - REC CENTER	09/30/2012	12.00	12.00	11/07/2012	
	093012	CAR WASHES - COMM. DEV.	09/30/2012	10.00	10.00	11/07/2012	
	093012	CAR WASHES - ADMIN	09/30/2012	15.00	15.00	11/07/2012	
Total 128282:				224.95	224.95		
Grand Totals:				1,741,027.36	1,743,800.46		

Payroll \$220,849.41

Total \$1,964,649.87

## Report Criteria:

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

MEETING DATE: NOVEMBER 6, 2012  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: JOLENE OSBORNE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEVE PAYNE

## **AGENDA ITEM SUMMARY REPORT**

### **Christmas Parade Closure of Sheridan Avenue**

#### **BACKGROUND**

The Cody Country Chamber of Commerce is seeking permission to hold the 20<sup>th</sup> Annual Cody Country Christmas Celebration in downtown Cody on Saturday, November 24, 2012.

#### **SUMMARY**

The Cody Country Chamber of Commerce is seeking permission to hold the Annual Cody Country Christmas Celebration on Sheridan Avenue on Saturday, November 24, 2012, starting at 5:00 PM. The event will consist of a downtown stroll, carolers, warming barrels and lighted Christmas Parade. The lighted entries in the parade include horses, pedestrians, trailers, floats and trucks. The parade route will be closed to traffic at 5:30 PM and the parade will begin at 6:00 PM. Sheridan Avenue will re-open after parade ends.

The Chamber of Commerce is requesting that the Council waive the \$100.00 parade fee. For information on the parade route and staging areas, please refer to the attachments for the Traffic Control Plan and Parade Map. Attached is an application to request permission from WYDOT to close the state highway for this event and the associated insurance policy.

#### **FISCAL IMPACT**

Since this event is scheduled on a weekend, the City of Cody will incur overtime costs for personnel setting up the staging area, working traffic control duties during the parade and cleaning the streets at the conclusion of the parade.

#### **ALTERNATIVES**

1. Approve as presented.
2. Approve with Conditions.
3. Deny the request.

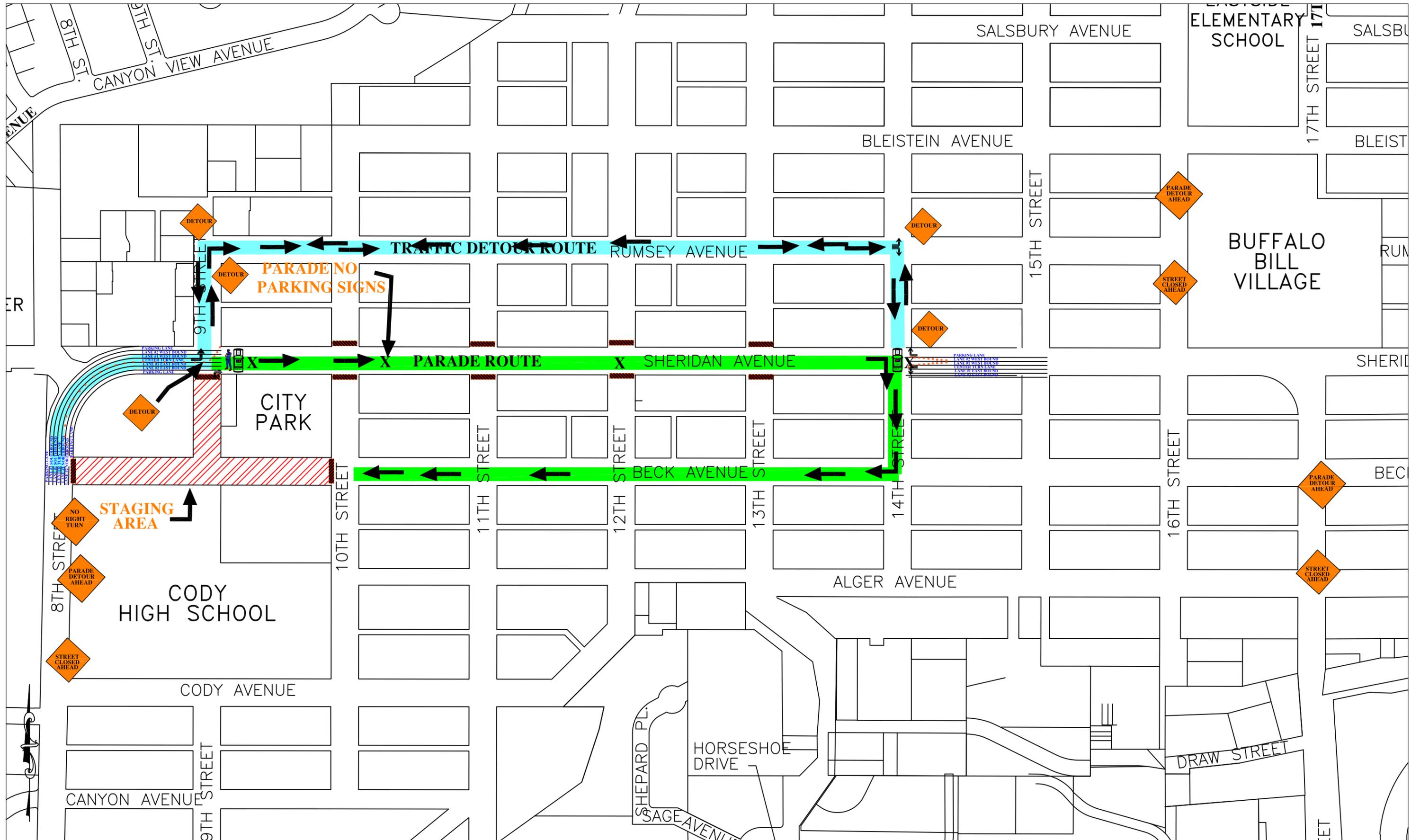
#### **RECOMMENDATION**

Although the public will be inconvenienced by the street closures and the City may be liable for overtime pay costs, the staff recommends that Council approve the closure of Sheridan Avenue for the Christmas Event on November 24, 2012 and authorize the Mayor to sign the attached Special Event Permit application to WYDOT.

#### **ATTACHMENTS**

1. WYDOT Special Event Permit Application
2. Christmas Parade Downtown Street Closure Map

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



SCALE: NOT TO SCALE

# CHRISTMAS PARADE ROUTE 2012



Special Event Application

Event Name \_\_\_\_\_ Event Date \_\_\_\_\_

Type of Event: \_\_\_\_\_

Event Director or Organizer \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

Club Affiliation or Sponsor \_\_\_\_\_ Estimated Number of Participants \_\_\_\_\_

Course Information:  Total closure  Partial closure  Remain open to traffic (Check appropriate box(s) (Explain in Event Description)

I (we) \_\_\_\_\_ hereby make application for a special permit upon the right-of-way of:

highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_

on \_\_\_\_\_ between \_\_\_\_\_ an \_\_\_\_\_  
Date Time Time

I (we) agree to strictly conform to the exhibits attached hereto, subject to all terms, conditions, agreements, stipulations and provisions contained in the application and permit, in Chapter XXIII rules and regulations of the Wyoming Department of Transportation, and any other applicable regulations, laws or ordinances.

EVENT DESCRIPTION (Attach event map):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants and equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event.

Special Event Application

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000.00 combined single limit for all claims arising out of a single accident or occurrence, and naming the State of Wyoming, Wyoming Department of Transportation as additional insured.

THE PERMITTEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE STATE OF WYOMING, DEPARTMENT OF TRANSPORTATION AND ITS OFFICERS, AGENTS, EMPLOYEES AND MEMBERS FROM ALL SUITS OR ACTION WHICH MAY RESULT FROM ANY ACTIVITY BY THE PERMITTEE, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES.

Name (Please Print)

Address

Signature

City, State and Zip

Date (Minimum of 60 days prior to event)

Telephone

Approval must be obtained from the city, town or county government if the closure restricts the use of any road, street or highway of the affected jurisdiction.

Approved by city or town if applicable

Approved by county if applicable

Name/Title (Please Print)

Name/Title (Please Print)

Signature/Title

Signature/Title

Date

Date

Address

Address

City, State and Zip

City, State and Zip

Telephone

Telephone

MEETING DATE: NOVEMBER 6, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## AGENDA ITEM SUMMARY REPORT

### Declaration of Surplus Items for Auction

#### ACTION TO BE TAKEN:

Designate the equipment listed below as surplus and authorize staff to proceed with selling them at an online auction.

#### SUMMARY OF INFORMATION:

The City recently completed three online auctions with success and after a discussion with the Department Heads it was determined that the online auction process should continue on a quarterly basis to dispose of surplus equipment. Each department has been contacted and the following list of surplus equipment prepared for listing in an online auction:

Description	Dept	Reserve Amount
Walk Behind Paint Machine	520	\$ -
2003 Dodge Durango Salvage	310	\$ -
Vehicle Mounted Brake Lathe	525	\$ -
Anti-Wave Swimming Racing Lines	435	\$ -
Padded Stackable Chairs (93)	420	\$ -
2000 Ford Explorer	310	\$ -
Wooden Pallets (20)	530	\$ -
Surplus Chain Link Fence (approx 20')	530	\$ -
Marathon Above Grade Conveyor	530	\$ 5,000.00

The Electric Department is also planning to sell (28) pole mounted distribution transformers, (1) single phase pad mounted distribution transformers and (2) three phase pad mounted distribution transformers in a sealed bid process in December and is requesting the following be declared surplus:

TRAN								
SER_NO	Description	Make	KVA	Primary	Secondary	Address	PCB Test #	PPM
0102129580	Overhead 1 Ph	Cooper	25	34500Y/19920	240/120	Stock	nameplate	1
1055019833	Overhead 1 Ph	Cooper	25	34500Y/19920	240/120	Stock	nameplate	1
1055019836	Overhead 1 Ph	Cooper	25	34500Y/19920	240/120	Stock	nameplate	1
1055019837	Overhead 1 Ph	Cooper	25	34500Y/19920	240/120	Stock	nameplate	1
1055072558	Overhead 1 Ph	Cooper	50	34500Y/19920	240/120	Stock	nameplate	1
752014099	Padmount 1 Ph	RTE	15	4160Y/2400	240/120	Stock	3993ii	2

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

TRAN								
SER_NO	Description	Make	KVA	Primary	Secondary	Address	PCB Test #	PPM
801127157	Overhead 1 Ph	RTE	15	34500Y/19920	240/120	Stock	7496NL	2
811040967	Overhead 1 Ph	RTE	50	34500Y/19920	240/120	Stock	7500NL	2
811040968	Overhead 1 Ph	RTE	50	34500Y/19920	240/120	Stock	7499NL	2
84A422540	Overhead 1 Ph	West.	333	34500Y/19920	480Y/277	Stock	nameplate	1
84A422541	Overhead 1 Ph	West.	333	34500Y/19920	480Y/277	Stock	nameplate	1
84A422542	Overhead 1 Ph	West.	333	34500Y/19920	480Y/277	Stock	nameplate	1
871005233	Overhead 1 Ph	RTE	15	34500Y/19920	240/120	Stock	nameplate	1
871005236	Overhead 1 Ph	RTE	15	34500Y/19920	240/120	Stock	nameplate	1
871005239	Overhead 1 Ph	RTE	15	34500Y/19920	240/120	Stock	nameplate	1
88A121396	Overhead 1 Ph	West	25	34500Y/19920	240/120	Stock	nameplate	1
88A121399	Overhead 1 Ph	West	25	34500Y/19920	240/120	Stock	nameplate	1
88A124025	Overhead 1 Ph	West	25	34500Y/19920	240/120	Stock	nameplate	1
931013064	Overhead 1 Ph	Cooper	15	34500Y/19920	240/120	Stock	nameplate	1
M4N102	Overhead 1 Ph	Southwest	25	34500Y/19920	240/120	Stock	7495NL	2
M4N104	Overhead 1 Ph	Southwest	15	34500Y/19920	240/120	Stock	7491NL	2
M4N116	Overhead 1 Ph	Southwest	25	34500Y/19920	240/120	Stock	7492NL	2
M5P149	Overhead 1 Ph	Southwest	15	34500Y/19920	240/120	Stock	7498NL	2
M5P18	Overhead 1 Ph	Southwest	15	34500Y/19920	240/120	Stock	7497NL	2
M6N106	Overhead 1 Ph	Southwest	15	34500Y/19920	240/120	Stock	9493NL	2
N596409-YFW	Overhead 1 Ph	GE	15	34500Y/19920	240/120	Stock	nameplate	1
P971615-YWF	Overhead 1 Ph	GE	50	34500Y/19920	240/120	Stock	nameplate	1
P971617-YWF	Overhead 1 Ph	GE	50	34500Y/19920	240/120	Stock	nameplate	1
Q251170-TYJ	Padmount 3 Ph	GE	2500	34500Y/19920	480Y/277	Stock	nameplate	1
Q477235-YSK	Overhead 1 Ph	GE	25	34500Y/19920	240/120	Stock	nameplate	1
Q522128-TSM	Padmount 3 Ph	GE	1500	34500Y/19920	480Y/277	Stock	nameplate	1

**FISCAL IMPACT**

It is difficult to determine how much the City will receive from the sale of the items with no reserve however if the City sells all the item that has a reserve the potential revenue could be at least \$5,000

**ALTERNATIVES**

1. Approve the list, declaring the items as surplus and available for auction
2. Reject the list and cancel the auction

**ATTACHMENTS**

None

**AGENDA & SUMMARY REPORT TO:**

None

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

MEETING DATE: OCTOBER 31, 2012  
DEPARTMENT: CITY ADMINISTRATOR  
PREPARED BY: JENNI ROSENCRANSE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: JENNI ROSENCRANSE

## AGENDA ITEM SUMMARY REPORT PROFESSIONAL SERVICES CONTRACT

### ACTION:

Staff requests that the Mayor and Council award a professional services contract to Engineering Associates for the Survey, Design, Bid, Construction Observation and Project Close-out services related to the Cody Stampede Grounds Community Enhancement Grant, contingent upon the successful negotiation of the contract amount; and authorize the Mayor to sign contract documents contingent upon the review and approval of the City Attorney.

### SUMMARY:

On October 3, 2012, the Cody City Council signed the grant agreement with the Wyoming Business Council for the renovation project at the Cody Stampede Grounds. The project will consist of renovating the southern grandstands, creating 28 additional parking stalls that are ADA compliant, creating a pathway from the new parking stalls to the improved grandstands, and enhancement to the entrances by erecting a message board sign and entrance gates on both the east and west ends. The project budget is \$484,902 and is being funded 50% by the Cody Stampede Board and 50% by the Wyoming Business Council.

The City of Cody prepared Requests for Proposals and received four proposals for consideration. The review team consisted of Jenni Rosencranse and Steve Payne from the City of Cody and Larry Johnson and Al Schultz from the Cody Stampede Board. This was a qualifications based selection process and the criteria in which the proposals were reviewed include the following:

1. Capability to perform all aspect so the project including the firm's and project team's experience and background,
2. Ability to meet schedules and providing for adequate resources.
3. Presentation quality of their proposal.
4. Capability to complete the project without cost overruns.
5. Degree of interest shown with their creativity and innovation of their proposal.
6. Timeframe for completing the project.
7. Businesses primary location – since this is state money, there is a local preference desired.

The City of Cody purchasing policy and State Statutes indicate that competitive bidding of professional services is not required, but the City of Cody has, by policy, been sending out Requests for Proposals when soliciting design services for projects of any significance. We received four qualified proposals and it was a long discussion regarding the selection. In this case, the Stampede Board members and Staff would like to hire EA and Point Architects for this particular project. In our opinion, their proposal addressed all of the issues, as well as pointed out many others that would need to be addressed while going forward with this project. In addition, time of completion was a very important factor to the Stampede Board and they presented a favorable completion date. Lastly, the Stampede Board has had positive working relations with Engineering Associates in the past and felt most comfortable investing their portion of the project money with this firm.

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

**FISCAL IMPACT**

The amount of the grant is \$484,902 and of this, we anticipated approximately \$61,000 for engineering and architectural services. The fee proposed by Engineering Associates is presently under the \$61,000 allotted.

**ALTERNATIVES**

1. Award the professional services contract to the engineering firm as recommended by City Staff and the Cody Stampede Board as presented.

**RECOMMENDATION**

The City of Cody Staff and the Cody Stampede Board Members recommend awarding the professional services contract to Engineering Associates for the Survey, Design, Bid, Construction Observation and Project Close-out services related to the Cody Stampede Grounds Community Enhancement Grant, contingent upon the successful negotiation of the contract amount; and authorize the Mayor to sign contract documents contingent upon the review and approval of the City Attorney.

**ATTACHMENTS**

Contract

**AGENDA & SUMMARY REPORT TO:**

Rob Overfield, PE – Engineering Associates  
Dan Odasz – Plan One  
Justin Lundvall – JL Engineering  
Roy Holm – Holm Blough & Company

October 2 2012

Mr. Steve Payne, PE  
Public Works Director  
City of Cody  
P.O. Box 2200  
Cody, WY 82414

P.O. Box 338  
1508 Stampede Avenue  
Cody, WY 82414  
PH: 307.587.3411  
FAX: 307.527.5182  
www.gdaengineers.com

Re: Cody West Strip Water Main Extension Project  
Change Order No. 1 to Engineering Agreement

Dear Steve:

Attached for your consideration is Change Order No. 1 to our Engineering Agreement for the referenced project. This change order was necessitated due to a requested change in the alignment for the 10 inch water main along the properties owned by Jerry and Sherry Fick, Robert and Judy Martens, and ELCO, LLC. The previous water line alignment was along the north sides of the referenced ownerships, and the new alignment is along the westerly right-of-way of the South Fork Road, which will place the waterline within WYDOT property.

Work associated with the new alignment includes preparation of preliminary plans and exhibits, coordination with WYDOT and revisions to the following documents: construction plans, construction specifications, hydraulic modeling, cost and quantity estimates, WYDOT and WDEQ Applications. In addition, boundary and topographic surveys would be required along the WYDOT right-of-way, affected property owner lot lines, and the South Fork Road.

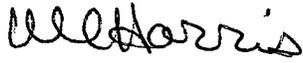
The length of the proposed water line alignment would increase the pipe length by approximately 370 feet, and therefore additional construction staking services would be required.

Our current agreement for services is in the amount of \$63,600.00. Change Order No. 1 is for an additional \$14,446.50, and therefore the revised contract price, incorporating Change Order No. 1, is \$78,046.50.

It is estimated that the construction cost for the revised alignment would be approximately \$11,500 less than the original alignment as per the attached cost estimates, even though the pipe length is longer for the alternate alignment. This decrease in cost is attributed to less utility crossings, not abandoning two (2) water services extending across West Yellowstone Avenue, and less removal and replacement of asphalt pavement and gravel overlay.

If you have any questions concerning the referenced Change Order No. 1, please let me know.

Sincerely,  
GDA Engineers



William L. Harris, PE

CC: Dusty Spomer, Todd Kelley

Attachments: Change Order No. 1, GDA Cost Estimate Spreadsheet, Revised Alignment Exhibit

# Change Order

No. 1

Date of Issuance: September 27, 2012 Effective Date: \_\_\_\_\_

Project: <b>Cody West Strip Water Main Extension Project</b>	Owner: <b>City of Cody, Wyoming</b>	Owner's Contract No.: Bid No. 2012-16
Contract: Agreement Between the City of Cody (Owner) and GDA Engineers (Engineer) for Professional Services		Date of Contract: August 9, 2012
Engineer: GDA Engineers		Engineer's Project No.: 121118

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Revisions to Contract Documents and associated Engineering Reports, and Cost Estimates due to revised alignment of water main to be routed within WYDOT property adjacent to South Fork Road, in lieu of routing along north side of the Fick, Martens, and ELCO Properties. Additional boundary and topographic survey would be required along the west right-of-way of the South Fork Road, and establishment of adjacent property owner lot lines.

**Attachments (list documents supporting change):**

GDA Engineers Change Order #1 cost spreadsheet for additional engineering design and land surveying services Dated September 26, 2012; Alternate WYDOT Alignment Map.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$63,600.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ 0

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:

\$ 63,600.00

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase of this Change Order:

\$14,446.50

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ 78,046.50

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: William L. Harris  
Engineer (Authorized Signature)

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

Approved by Funding Agency (if applicable):  
\_\_\_\_\_

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

DATE: September 26, 2012

PROJECT: City of Cody West Strip Water Main Extension Project

PHASE: Change Order #1

EXHIBIT: \_\_\_\_\_

GDA NO.: 121118

Activity	Task Description	Direct Labor	Over Head	Outside Services	Direct Expenses	Fixed Fee	Total Fee
1.0	MEETINGS & CHANGE ORDER COORDINATION		\$0.00	\$0.00		\$0.00	\$1,484.00
2.0	DESIGN PHASE	\$0.00	\$0.00	\$0.00		\$0.00	\$12,962.50
3.0	PLAN AND MANUAL PREPARATION		\$0.00	\$0.00		\$0.00	\$0.00
4.0	BID PROCESS						\$0.00
5.0	CONSTRUCTION ADMINISTRATION						\$0.00
6.0	RESIDENT PROJECT REPRESENTATIVE		\$0.00	\$0.00		\$0.00	\$0.00
<b>TOTAL ENGINEERING FEE:</b>							<b>\$14,446.50</b>

**DIRECT LABOR ESTIMATE**

Activity	Tasks	Total Hours	Principal DS	Project Manager VI WH	Project Engineer II RS	Project Coordinator I CB	RPR IV RS	Engineering Technician III TI	Surveyor III JN	Surveyor V RM	Surveyor Technician II PD	Admin. Assistant FB	GPS Equipment
1.0	Meetings & Change Order Coordination												
1.1	Meeting	5.0	1.0	4.0									
1.2	Change Order/Contract	4.0		4.0									
<b>SUBTOTAL (HOURS)</b>		<b>9.0</b>	<b>1.0</b>	<b>8.0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**DIRECT LABOR COST SUMMARY**

Classification	Hours	Rate (2010)	Extension
Principal/Director	1.0	\$ 120.00	\$ 120.00
Project Manager Engineer VI	8.0	\$ 120.00	\$ 960.00
Project Engineer II	-	\$ 82.00	\$ -
Project Coordinator I	-	\$ 60.00	\$ -
Resident Project Representative III	-	\$ 82.00	\$ -
Engineering Technician III	-	\$ 63.00	\$ -
Surveyor III	-	\$ 87.00	\$ -
Surveyor V	-	\$ 122.00	\$ -
Surveyor Technician II	-	\$ 50.00	\$ -
Administrative Assistant	-	\$ 52.00	\$ -
GPS Equipment/Hour	-	\$ 65.00	\$ -
Density testing	-		\$ -
<b>TOTAL HOURS</b>	<b>-</b>		
			<b>LABOR SUBTOTAL \$ 1,080.00</b>
<b>GENERAL OVERHEAD @ 0%</b>			<b>OVERHEAD SUBTOTAL \$ -</b>
			<b>TOTAL LABOR/OVERHEAD \$ 1,080.00</b>

**DIRECT (NON-LABOR) EXPENSE**

Expense 1 - Miscellaneous (copies, phone, postage)		lump sum		per lump sum	\$ -
Expense 2 - Mileage		miles	\$ 0.70	per mile	\$ -
Expense 3 - Fire Hydrant Flow Tests		each	\$ 75.00	each	\$ -
Expense 4 - Meals & Incidentals		days	\$ 46.00	per day	\$ -
<b>TOTAL DIRECT NON-LABOR</b>					<b>\$ -</b>

**OUTSIDE SERVICES AND SUBCONTRACTS**

Subconsultant 1 - Architectural					
<b>TOTAL OUTSIDE SERVICES AND SUBCONTRACTS</b>					<b>\$ -</b>

**RECAPITULATION**

Total Labor/ Overhead		\$ 1,080.00
Total Direct Non-Labor		\$ -
Total Outside Services & Subcontracts		\$ -
Profit (Percentage of Direct Labor)	0%	\$ -
<b>TOTAL ESTIMATED COST</b>		<b>\$ 1,080.00</b>

**DIRECT LABOR ESTIMATE**

Activity	Tasks	Total Hours	Principal DS	Project Manager VI WH	Project Engineer II RS	Project Coordinator I CB	RPR IV RS	Engineering Technician III TI	Surveyor II JN	Surveyor V RM	Surveyor Technician II PD	Admin. Assistant FB	GPS Equipment
2.0	DESIGN PHASE												
2.1	Coordination with City of Cody	4.0		4.0									
2.2	Site Reviews	4.0		4.0									
2.3	Preliminary Design			5.0	4.0			5.0					
2.4	Project Meetings (3 total @3 hours each)			4.0									
2.5	Utility Company Coordination	5.0		4.0					1.0				
2.6	Research	-											
2.10	Water Services												
2.11	Plan & Profile Sheets (2 sheets @20 Scale)	32.0		8.0				24.0					
2.12	Revise Detail Sheets	12.0		4.0				8.0					
2.13	Revise Water Modeling Calcs	3.0			3.0								
2.14	WDEQ Reports and Application	2.0		2.0									
2.15	Revise Water Design Report	2.0		2.0									
2.16	Boundary Survey								5.0	8.0			8.0
2.17	Topographic Survey							4.0	2.0	8.0			8.0
2.18	Revise Bid Form and Quantities			8.0									
2.19	WYDOT Applications and Negotiations	2.0		2.0									
2.20	Revise Specifications for Construction	3.0		3.0									

<b>SUBTOTAL (HOURS)</b>	69.0	-	50.0	7.0	-	-	41.0	8.0	16.0	-	-	16.0	-
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**DIRECT LABOR COST SUMMARY**

Classification	Hours	Rate (2010)	Extension
Principal/Director	-	\$ 120.00	\$ -
Project Manager Engineer VI	50.0	\$ 120.00	\$ 6,000.00
Project Engineer II	7.0	\$ 82.00	\$ 574.00
Project Coordinator I	-	\$ 60.00	\$ -
Resident Project Representative III	-	\$ 70.00	\$ -
Engineering Technician III	41.0	\$ 63.00	\$ 2,583.00
Surveyor III	8.0	\$ 87.00	\$ 696.00
Surveyor V	16.0	\$ 122.00	\$ 1,952.00
Surveyor Technician II	-	\$ 50.00	\$ -
Administrative Assistant	-	\$ 52.00	\$ -
GPS Equipment/Hour	16.0	\$ 65.00	\$ 1,040.00
<b>TOTAL HOURS</b>	-		

<b>LABOR SUBTOTAL</b>		\$ 12,845.00
<b>GENERAL OVERHEAD @ 0%</b>		\$ -
<b>OVERHEAD SUBTOTAL</b>		\$ -
<b>TOTAL LABOR/OVERHEAD</b>		\$ 12,845.00

**DIRECT (NON-LABOR) EXPENSE**

Expense	Quantity	Unit	Rate	Extension
Expense 1 - Miscellaneous (copies, phone, postage)	1	lump sum	\$ 100.00	\$ 100.00
Expense 2 - Mileage	25	miles	\$ 0.70	\$ 17.50
Expense 3 - Fire Hydrant Flow Tests		each	\$ 75.00	\$ -
Expense 4 - Meals & Incidentals		days	\$ 46.00	\$ -
<b>TOTAL DIRECT NON-LABOR</b>				\$ 117.50

**OUTSIDE SERVICES AND SUBCONTRACTS**

Subconsultant 1 - Architectural		
<b>TOTAL OUTSIDE SERVICES AND SUBCONTRACTS</b>		\$ -

**RECAPITULATION**

Total Labor/ Overhead		\$ 12,845.00
Total Direct Non-Labor		\$ 117.50
Total Outside Services & Subcontracts		\$ -
Profit (Percentage of Direct Labor)	0%	\$ -
<b>TOTAL ESTIMATED COST</b>		\$ 12,962.50

MEETING DATE: NOVEMBER 6, 2012  
DEPARTMENT: CITY PLANNER  
PREPARED BY: TODD STOWELL  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT** **Request to Authorize Signs on Cody Cupboard Building.**

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

Consider a request from the Cody Cupboard and WYDOT to place signs on the Cody Cupboard Building.

### **SUMMARY OF INFORMATION:**

WYDOT is requesting permission to place an 8-foot by 3-foot metal wall sign on the south side of the Cody Cupboard Building. The initial sign would look like the one below. Occasionally WYDOT would like to change out the sign with other signs carrying similar safety messages.

Proposed WYDOT sign:



Proposed Location, centered between windows:



The Cody Cupboard is at the same time proposing a 4-foot by 3-foot metal wall sign to replace the existing sign at the northeast corner of the building. It would have the following logo:

To replace the small sign at right:



The signs meet the size, type and location requirements of the sign code. Review of the signs will be conducted by the Planning and Zoning Board at their November 13, 2012 meeting, as the signs are in the downtown architectural district. City Council permission is needed to allow the signs to be placed on City property. It is suggested that if permission is granted, that it be with the understanding that the City could require removal of the signs with or without cause in the future.

**FISCAL IMPACT**

No measureable financial impacts to the City are anticipated.

**ALTERNATIVES**

Grant or deny permission for placement of one or both of the requested signs. If permission is granted it would be subject to architectural approval of the signs by the Planning and Zoning Board.

**AGENDA & SUMMARY REPORT TO:**

Michele Hemry, Cody Cupboard  
Len Declercq

MEETING DATE:	NOVEMBER 6, 2012
DEPARTMENT:	COMMUNITY DEV.
PREPARED BY:	STEPHEN W. PAYNE
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

**AGENDA ITEM SUMMARY REPORT**  
**A RECORD OF SURVEY WITHIN LOT 1, HILL SUBDIVISION AND SE1/4NW1/4 LOT 61, RESURVEY, T.52N.,R.101W., 6<sup>TH</sup> P.M. PARK COUNTY, WYOMING**

**ACTION:**

Authorize the Mayor to sign the Record of Survey showing a Boundary Line Adjustment within Lot 1, Hill Subdivision and SE1/4NW1/4 Lot 61, Resurvey, T. 52N., R.101W., 6<sup>th</sup> P.M. Park County, Wyoming. Also authorize the Mayor to sign the required deed conveying a small triangular parcel of land currently owned by the City of Cody to Hill Enterprises.

**BACKGROUND:**

The need for the Boundary Line Adjustment became evident in the development of the Wyoming Authentic Products proposal. As the Council is aware, the Wyoming Authentic Products proposal is the development of a business that will process pre-butchered meat into burgers, franks, jerky and other specialty meat products. The facility intends to be the first USDA inspected meat processing facility in Wyoming. Initially, most products will be packaged raw, although smoker equipment is included at start up and the cooking of taco meat, shredded beef, chili and other value-added products is planned to occur in the future.

During the development of the Site Plan for the Wyoming Authentic Products proposal it was noted that neither the road nor the utilities that serve the parcel proposed to be purchased and that of the adjacent motel were located within the access and utility easement which crosses the City property. In addition, it was noted that to help facilitate access (turning movements by large trucks), it would be advantageous to have an ingress/egress easement over a small triangular parcel of land currently owned by the City of Cody. The attached Record of Survey showing a Boundary Line Adjustment within Lot 1, Hill Subdivision and SE1/4NW1/4 Lot 61, Resurvey, T. 52N., R.101W., 6<sup>th</sup> P.M. Park County, Wyoming provides for the conveyance of a new access and utility easement, the development of an ingress/egress easement to WAP and the conveyance of a larger triangular parcel owned by Hill Enterprises to the City. The attached Record of Survey also abandons the existing access and utility easement.

The applicant has met with the City Attorney and assuming the Council authorizes the Mayor to sign the Record of Survey, the deed as outlined above, will need to be filed at the Courthouse.

**FISCAL IMPACT**

There do not appear to be any direct costs to the City budget in authorizing the Mayor to sign the Record of Survey or the deed as outlined previously.

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

**ALTERNATIVES**

N/A

**ATTACHMENTS**

Record of Survey

Legal descriptions of parcels



## Lot 1-A

### Hill Enterprises Land Description

Being a portion of Lot 1 of Hill Subdivision within the City of Cody, Wyoming, within the SE1/4NW1/4, Lot 61, resurvey, T.52N., R.101W., Park County, Wyoming, being more particularly described as follows:

Beginning at a found aluminum cap being the northwest corner of said Lot 1 of Hill Subdivision, also being the southwest corner of Lot 5 of Frank Subdivision within the City of Cody, Wyoming; thence N.89°56'30"E., along the northerly line of said Lot 1, 174.90 feet, to a found brass cap being the northeast corner of said Lot 1, said point also being the westerly point of Lot 8 of said Frank Subdivision; thence S.0°06'37"E., along the easterly line of said Lot 1, 297.53 feet, to a found aluminum cap being the southeast corner of said Lot 1; thence continuing along the projected easterly line of said Lot 1 projected southerly S.0°06'37"E., 57.04 feet, to a 2 ½" aluminum cap set this survey; thence N.39°28'14"W., 14.53 feet, to a 2 ½" aluminum cap set this survey; thence N.42°42'02"W., 52.83 feet, to a 2 ½" aluminum cap set this survey; thence N.44°15'54"W., 186.62 feet, to a 2 ½" aluminum cap set this survey, said point being located on the westerly line of said Lot 1; thence N.0°05'21"W., along the westerly line of said Lot 1, 170.70 feet, more or less, to the point of beginning.

Containing 1.05 acres, more or less

Reference Record of Survey recorded as Doc# 2012-\_\_\_\_ recorded in Plat Cabinet \_\_ at Page \_\_\_\_ in the office of the Park County Clerk and Recorder, Park County, Wyoming.

## City of Cody Parcel

### Land Description

Being a parcel of land within a portion of the original Lot 1 of Hill Subdivision within the City of Cody, Wyoming and within the SE1/4NW1/4, Lot 61, Resurvey, T.52N., R.101W., 6th p.m., Park County, Wyoming, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 of Hill Subdivision within the City of Cody, Wyoming, thence S.0°05'21"E., along the westerly line of said Lot 1, 170.70 feet, to a 2 ½" aluminum cap set this survey and to the Point of Beginning. Said point also being the southwest corner of Lot 1-A created this survey; thence S.44°15'54"E., along the southerly line of said Lot 1-A, 186.62 feet, to a 2 ½" aluminum cap set this survey; thence S.42°42'02"E., along said southerly line, 52.83 feet, to a 2 ½" aluminum cap set this survey; thence S.39°28'14"E., along said southerly line, 14.53 feet, to a 2 ½" aluminum cap set this survey, said point also being the southeast corner of said Lot 1-A; thence N.0°06'37"W., along the easterly line of said Lot 1 of Hill Subdivision projected southerly, 57.04 feet, to a found aluminum cap being the southeast corner of said Lot 1, also being the southwest corner of Lot 8 of Frank Subdivision, within the City of Cody, Wyoming; thence N.52°26'19"E., along the southeasterly line of said Lot 8, 275.03 feet, to a found aluminum cap being the southeasterly corner of said Lot 8; thence S.13°24'10"W., along the westerly right-of-way line of Lt. Childers Street, 534.58 feet, to a found aluminum cap, and a point lying on the northerly right-of-way line of U.S. Highway 14, 16, & 20; thence N.76°46'33"W., along the northerly right-of-way line of said Highway, 275.98 feet, to a found aluminum cap being located on the westerly line of said SE1/4NW1/4, Lot 61; thence N.0°05'21"W., along said westerly line, 308.92 feet, to a found aluminum cap being the southeast corner of Lot 2 of said Hill Subdivision; thence N.0°05'21"W., along the easterly line of said Lot 2, 51.56 feet, to a found aluminum cap being the southwest corner of said Lot 1 of Hill Subdivision; thence N.0°05'21"W., along the line common to said Lots 1 and 2 of Hill Subdivision, 55.39 feet, more or less to the point of beginning.

Containing 2.81 acres, more or less.

Reference Record of Survey recorded as Doc# 2012-\_\_\_\_ recorded in Plat Cabinet \_\_ at Page \_\_\_\_ in the office of the Park County Clerk and Recorder, Park County, Wyoming.

## **40' Wide Access and Utility Easement Benefiting**

### **Lot 1-A of This Survey and Lot 2 of the Hill Subdivision Over City of Cody Parcel**

Being a 40 foot wide easement within the SE1/4NW1/4, Lot 61, Resurvey, T.52N., R.101W., 6th p.m., Park County, Wyoming, the northerly line of said easement is more particularly described as follows:

Commencing at the northwest corner of original Lot 1 of Hill Subdivision within the City of Cody, Wyoming, thence S.0°05'21"E., along the westerly line of said Lot 1, 170.70 feet, to a 2 ½" aluminum cap set this survey and to the Point of Beginning. Said point also being the southwest corner of Lot 1-A created this survey; thence S.44°15'54"E., along the southerly line of said Lot 1-A, 186.62 feet, to a 2 ½" aluminum cap set this survey; thence S.42°42'02"E., along said southerly line, 52.83 feet, to a 2 ½" aluminum cap set this survey; thence S.39°28'14"E., along said southerly line, 14.53 feet, to a 2 1/2" aluminum cap set this survey, said point also being the southeast corner of said Lot 1-A; thence S.39°28'14"E., 37.11 feet, to a 2 ½" aluminum cap set this survey; thence S.39°12'26"E., 164.00 feet, to a 2 ½" aluminum cap set this survey, said point also lying on the westerly right-of-way line of Lt. Childers Street, being the Endpoint of this description. The easement is to be parallel with and offset southerly of the above described line 40.00 feet. The sidelines of said easement shall extend easterly to the westerly right-of-way line of Lt. Childers Street, and westerly to the easterly line of Lot 2 of Hill Subdivision within the City of Cody, Wyoming. The corners and angle points of the southerly line of this easement are also marked by 2 ½" aluminum cap monuments set this survey.

Containing 0.41 acres, more or less

Reference Record of Survey recorded as Doc# 2012-\_\_\_\_ recorded in Plat Cabinet \_\_ at Page \_\_\_\_ in the office of the Park County Clerk and Recorder, Park County, Wyoming.

**Parcel of Land Transferred to**  
**Hill Enterprises from**  
**The City of Cody, Wyoming**

Being a parcel of land within the SE1/4NW1/4 of Lot 61, Resurvey, T.52N., R.101W., 6<sup>th</sup> P.M., Park County, Wyoming, being more particularly described as follows:

Beginning at a found aluminum cap marking the southerly corner common to the original Lot 1 of Hill Subdivision and Lot 8 of Frank Subdivision within the City of Cody, Wyoming, thence S.0°06'37"E., along a line parallel with and projected southerly of the easterly line of said Lot 1 of Hill Subdivision, 57.04 feet, to a 2 ½" aluminum cap set this survey; thence N.39°28'14"W., 14.53 feet, to a 2 ½" aluminum cap set this survey; thence N.42°42'02"W., 52.83 feet, to a point on the southeasterly line of the original Lot 1 of Hill Subdivision and to a 2 ½" aluminum cap set this survey; thence N.52°40'00"E., along said southeasterly line, 37.94 feet, more or less to the Point of Beginning.

Containing 848.897 SF, more or less

Reference Record of Survey recorded as Doc# 2012-\_\_\_\_ recorded in Plat Cabinet \_\_ at Page \_\_\_\_ in the office of the Park County Clerk and Recorder, Park County, Wyoming.

**Parcel of Land Transferred to**  
**The City of Cody, Wyoming from**  
**Hill Enterprises**

Being a parcel of land within the original Lot 1 of Hill Subdivision within the City of Cody, Park County, Wyoming, being more particularly described as follows:

Beginning at a found Aluminum Cap marking the southwest corner of said original Lot 1 of Hill Subdivision, thence N.0°05'21"W., along the westerly line of said Lot 1, 55.39 feet to a 2 ½" Aluminum Cap set this survey; thence S.44°15'54"E., 186.62 feet to a 2 ½" Aluminum Cap set this survey; thence S.42°42'02"E., 21.79 feet, to a point on the southeasterly line of said Lot 1, said point being marked by a 2 ½" Aluminum Cap set this survey; thence S.52°40'00"W., along said southeasterly line, 18.58 feet, to the southerly corner of said Lot 1, said point being marked by a found spike monument; thence N.50°57'13"W., along the southwesterly line of said Lot 1, 167.61 feet, more or less, to the Point of Beginning.

Containing 5,575.863 SF, more or less

Reference Record of Survey recorded as Doc# 2012-\_\_\_\_ recorded in Plat Cabinet \_\_ at Page \_\_\_\_ in the office of the Park County Clerk and Recorder, Park County, Wyoming.

MEETING DATE: NOVEMBER 6, 2012  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

**AGENDA ITEM SUMMARY REPORT**  
**AGREEMENT FOR SEWER MONITORING AND SEWER CHARGES**  
**BETWEEN**  
**THE CITY OF CODY AND WYOMING AUTHENTIC PRODUCTS, LLC**

**ACTION:**

Staff requests that the Council authorize the Mayor to sign the attached Agreement for Sewer Monitoring and Sewer Charges between the City of Cody and Wyoming Authentic Products, LLC.

**SUMMARY:**

Wyoming Authentic Products (WAP) proposal is the development of a business that will process pre-butchered meat into burgers, franks, jerky and other specialty meat products. The facility intends to be the first USDA inspected meat processing facility in Wyoming. Initially, most products will be packaged raw, although smoker equipment is included at start up and the cooking of taco meat, shredded beef, chili and other value-added products is planned to occur in the future.

The City of Cody basis its one-time sewer charges on an expected peak month of discharge. The monthly rates are tied to expected and experienced effluent levels of flow and the concentration from residential uses. Pursuant to 8-3-10-2C. of the CITY code, the city has determined that the average total suspended solids (TSS) and five (5) day biochemical oxygen demand (BOD) daily loadings for the average residential user are two hundred (200) ppm BOD and two hundred fifty (250) ppm TSS. The city has assessed a surcharge rate for all nonresidential users discharging wastes with BOD and TSS strengths greater than the average residential user. The surcharge will be sufficient to cover the costs of treating such user's above normal strength wastes. Such users will pay an additional service charge of 2.5 cents per one thousand (1,000) gallons for each twenty five (25) ppm over two hundred fifty (250) ppm TSS or 200 ppm BOD. At this time, WAP has been unable to provide data as to anticipated BOD or TSS levels due to the unique nature of their proposal. Therefore, the BOD surcharge is unknown at this time.

The parties agree that it is necessary to enter into this agreement for to establish a fair and reasonable preliminary BOD surcharge, and in order to monitor WAP's sewer effluent to properly calculate an accurate BOD charge for the future.

The attached agreement attempts to develop a set of criteria for establishing what WAP's discharge levels will be as well as what the concentration levels of the discharge will be. The agreement has been reviewed by the City Attorney as to form.

**FISCAL IMPACT**

As mentioned previously, monthly charges are determined based on flow levels and concentration levels of effluent. To assure the applicant is appropriately charged and monitoring and testing program is required.

**ALTERNATIVES**

The agreement appears to be the only fair way to assess sewer fees.

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

**RECOMMENDATION**

Staff recommends that the Council authorize the Mayor to sign the attached Agreement for Sewer Monitoring and Sewer Charges between the City of Cody and Wyoming Authentic Products, LLC.

**ATTACHMENTS**

Agreement for Sewer Monitoring and Sewer Charges between the City of Cody and Wyoming Authentic Products, LLC.

**AGENDA & SUMMARY REPORT TO:**

James Klessons – Forward Cody

**AGREEMENT**  
**FOR**  
**SEWER MONITORING AND SEWER CHARGES**  
**BETWEEN**  
**THE CITY OF CODY**  
**AND**  
**WYOMING AUTHENTIC PRODUCTS, LLC**

THE CITY OF CODY, a Wyoming municipal corporation, (hereinafter CITY) and WYOMING AUTHENTIC PRODUCTS, LLC (a Wyoming limited liability company) (hereinafter WAP), hereby enter into this agreement, effective October 30, 2012.

RECITALS

A. WAP anticipates that it will occupy property and operate a business within the corporate limits of CITY, which business will involve the processing of meat products.

B. Pursuant to 8-3-10-2C. of the CITY code, the city has determined that the average total suspended solids (TSS) and five (5) day biochemical oxygen demand (BOD) daily loadings for the average residential user are two hundred (200) ppm BOD and two hundred fifty (250) ppm TSS. The city has assessed a surcharge rate for all nonresidential users discharging wastes with BOD and TSS strengths greater than the average residential user. The surcharge will be sufficient to cover the costs of treating such user's above normal strength wastes. Such users will pay an additional service charge of 2.5 cents per one thousand (1,000) gallons for each twenty five (25) ppm over two hundred fifty (250) ppm TSS or 200 ppm BOD. At this time, WAP has been unable to provide data as to anticipated BOD or TSS levels due to the unique nature of their proposal. Therefore, the BOD surcharge is unknown at this time.

C. The parties agree that it is necessary to enter into this agreement for to establish a fair and reasonable preliminary BOD surcharge, and in order to monitor WAP's sewer effluent to properly calculate an accurate BOD charge for the future.

WHEREFORE, in consideration of the mutual covenants, promises and representations made herein, the parties agree as follows:

1. During the first twelve months beginning when WAP first occupies the property WAP and CITY agree that a preliminary BOD surcharge shall be assessed monthly based on an initial effluent concentration of 320 mg/l. The surcharge shall be calculated by the formula: \$.025 per 1000 gallons of monthly flow for each 25 mg/l over 200 mg/l BOD. If the City determines that additional time for testing is necessary to calculate the charges as described below, the City may extend the time period for this preliminary BOD surcharge for a period of up to six months.
2. WAP and CITY agree that the CITY will determine, by sampling, testing and observations if the proposed initial BOD concentration is acceptable. Testing will be completed six times during the first year of full operation of WAP. WAP will pay for all costs for sampling and testing to establish a BOD concentration for surcharge calculations. The duration of the testing, the dates and times of the tests and number of tests required, shall be

determined by the City, in consultation with WAP, and shall, at a minimum, be sufficient to adequately analyze the peak loading considerations.

- 3. WAP and CITY agree that WAP shall pay a one-time Plant Investment Fee of \$1,500.00 based upon an assumed peak monthly discharge of 15,000 gallons.
- 4. After the CITY has obtained sufficient data to establish and calculate an appropriate and fair BOD surcharge pursuant to the City of Cody code, CITY shall notify WAP of such determination, and shall implement charge beginning the first billing period following such notice.
- 5. By entering into this Agreement, the CITY does not waive the immunities, defenses and limitations, including but not limited to it's governmental and sovereign immunity provided by the Wyoming Constitution and Wyoming law.
- 6. This Agreement contains the entire agreement between the parties, and there are no other promises, covenants, representations or assurances, whether written or verbal, outside the terms and conditions described herein. This written agreement supersedes and merges all prior discussions, negotiations and representations.

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

CITY: CITY OF CODY

Typed Name: David Fales

By (Signature): \_\_\_\_\_

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

Typed Name: Nancy Tia Brown

Date: October 30, 2012

Title: Mayor

Address for giving notices:

Date: October 30, 2012

PO Box 2212

Address for giving notices:

Cody, WY 82414

PO Box 2200

Phone: (307) 587-9841

Cody, WY 82414

STATE OF WYOMING )

Phone: (307) 527-7511

)ss

STATE OF WYOMING )

COUNTY OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in the aforesaid County, hereby certify that on the date written above, David Fales personally known to me to be the person who signed the foregoing affidavit, appeared before me and affirmed that he/she signed the same as his/her free act and deed.

I, \_\_\_\_\_, a Notary Public in the aforesaid County, hereby certify that on the date written above, Nancy Tia Brown personally known to me to be the person who signed the foregoing affidavit, appeared before me and affirmed that he/she signed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

WAP: WYOMING AUTHENTIC PRODUCTS

By (Signature): \_\_\_\_\_

## SERVICES AGREEMENT

This Services Agreement (this "**Agreement**") dated as of this 4<sup>th</sup> day of December, 2012, is entered into by and among the City of Laramie, Wyoming (the "**Lead City**"), and the other Wyoming municipalities signatory hereto (the Lead City, together with the other Wyoming municipalities signatory hereto, each a "**Participating Municipality**", and collectively, the "**Participating Municipalities**"), Wyoming Smart Capital Network, LLC, a Wyoming limited liability company ("**WSCN**"), and Development Capital Networks, LLC, a Delaware limited liability company ("**DCN**"). The Participating Municipalities, WSCN and DCN are referred to herein as the "Parties" and each individually as a "Party."

### **RECITALS**

A. Pursuant to the Small Business Jobs Act of 2010 (the "**Act**"), the United States Congress appropriated funds to the United States Department of Treasury ("**Treasury**") under the State Small Business Credit Initiative to be allocated and disbursed to states and used by states to increase the amount of capital made available by private lenders to small businesses.

B. On September 27, 2011, the Participating Municipalities submitted an application (the "**Application**") to Treasury under the Act in order that Treasury consider the Participating Municipalities for an Allocation pursuant to the Act.

C. On October 15, 2012, Treasury approved the Application and on the date of this Agreement, Treasury and the Participating Municipalities are entering into that certain Allocation Agreement for Participating Municipalities (as it may be amended or modified from time to time, the "**Allocation Agreement**").

D. On the date of this Agreement, the Participating Municipalities are also entering into that certain Cooperative Agreement (as it may be amended or modified from time to time, the "**Cooperative Agreement**").

E. As contemplated by the Application and the Allocation Agreement, the Participating Municipalities desire to engage WSCN to administer certain aspects of the Approved Municipal Programs (as defined in the Allocation Agreement) for the Participating Municipalities and that WSCN loan and/or invest all Allocated Funds (as defined in the Allocation Agreement) as authorized under the Act, in accordance of the terms and conditions of the Allocation Agreement and the Application and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the Parties hereby agree as follows:

Article I.  
DEFINITIONS AND INTERPRETATION

Section 1.1. Terms Defined in Allocation Agreement. All capitalized terms appearing in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Allocation Agreement.

Section 1.2. Rules of Interpretation. Unless the context shall otherwise indicate, the terms defined in this Agreement shall include the plural as well as the singular and the singular as well as the plural. The words "herein," "hereof," and "hereto," and words of similar import, refer to this Agreement as a whole. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not affect the interpretation hereof.

Section 1.3. Allocation Agreement Prevails. In the event of any irreconcilable conflict between the terms and provisions set forth in the Allocation Agreement and those set forth in this Agreement, the terms and provisions set forth in the Allocation Agreement shall govern and prevail.

Article II.  
ADMINISTRATION OF APPROVED MUNICIPAL PROGRAMS BY WSCN

Section 2.1. Administration of Approved Municipal Programs by WSCN. The Participating Municipalities hereby engage WSCN to administer certain aspects of the Approved Municipal Programs on behalf of the Participating Municipalities. In no event will WSCN be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement. The Participating Municipalities and WSCN agree that, during the Allocation Time Period, all Allocated Funds shall be disbursed by Treasury directly to a restricted account to be maintained by WSCN and utilized as provided in the Application and this Agreement. The Participating Municipalities acknowledge that, as provided in the Application, WSCN is to operate as a perpetual fund until all Allocated Funds have been invested, re-invested as Program Income or non-Program Income, and ultimately exhausted as contemplated by the Application, and that the Allocated Funds are intended only for this purpose and are not to be returned to or made available to any of the Participating Municipalities for alternative purposes.

Section 2.2. Approved Municipal Program(s). Both during and after the Allocation Time Period, WSCN agrees to loan and/or invest all Allocated Funds as authorized under the Act, in accordance with the terms and conditions of the Allocation Agreement, the Application and this Agreement. WSCN shall have sole responsibility for the lending or investment of Allocated Funds (subject to oversight by the by the Participating Municipalities), and each of the Participating Municipalities confirms that WSCN is not being engaged to give investment advice to any of the Participating Municipalities.

Section 2.3. Compensation. WSCN may pay compensation to its fund and program managers and may reimburse its fund and program managers for expenses incurred subject to the restrictions on payment of Allowable Costs and uses of Program Income as set

forth in the Allocation Agreement. Such fees and expenses shall be payable by WSCN to its fund and program managers as set forth on Exhibit I attached hereto. In no event shall any of the Participating Municipalities have any direct obligation to WSCN for payment of compensation for services rendered or expenses incurred.

Section 2.4. Conditions Precedent to Initial Disbursement. Each Participating Municipality agrees to submit to Treasury the opinions of counsel required by Section 3.3 of the Allocation Agreement as a condition precedent to the initial Disbursement of Allocated Funds.

Section 2.5. Conditions Precedent to Additional Disbursements. Each Participating Municipality agrees to comply with Section 3.4 of the Allocation Agreement relating to certain conditions precedent to subsequent Disbursements of Allocated Funds.

### Article III.

#### COVENANTS AND AGREEMENTS OF WSCN

Section 3.1. Covenants and Agreements Required by Allocation Agreement. WSCN hereby agrees to be bound by and comply with, respectively, all covenants and agreements of the Participating Municipalities set forth in Article IV and Article VI of the Allocation Agreement (as though all references in Article IV and Article VI of the Allocation Agreement to a Participating Municipality or the Participating Municipalities are references to WSCN), including, without limitation, any and all restrictions set forth therein on uses of Allocated Funds, payment of Allowable Costs and uses of Program Income, and the requirement to deliver quarterly and annual reports.

Section 3.2. Terms and Conditions Set Forth in Application. WSCN hereby agrees to be bound by all terms and conditions set forth in the Application relating to the Allocated Funds and the implementation of the Approved Municipal Programs.

Section 3.3. Professional Manner. WSCN shall provide the services and activities contemplated by this Agreement in a professional manner and in accordance with the terms and conditions of the Allocation Agreement.

Section 3.4. Independent Contractor/WSCN Status. WSCN shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the Participating Municipalities. Nothing herein shall be deemed or construed by the Participating Municipalities, WSCN, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the Participating Municipalities and WSCN. No provision contained herein, nor any act of the Participating Municipalities or WSCN hereunder, creates or shall be deemed to create a relationship other than the independent relationship. WSCN's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of any Participating Municipality.

Section 3.5. Funding of Approved Municipal Programs. Neither WSCN nor any of its equityholders, officers, employees, managers or directors shall be required to contribute any of its own funds in order to implement any of the Approved Municipal Programs. The understanding of the Parties is that the sole funds contemplated for such purpose shall be

actual Allocated Funds received from Treasury and administered by WSCN pursuant to this Agreement.

Section 3.6. Payment of Expenses. WSCN shall pay all reasonable out-of-pocket costs and expenses (including, without limitation, attorneys' fees, audit fees, compliance review fees and other professional fees) incurred by the Participating Municipalities (as a group) in connection with the preparation, review, approval, execution and delivery of the Application, the Allocation Agreement and this Agreement and the administration of the Allocation Agreement, this Agreement and the Approved Municipal Programs. Such payment shall be a priority administrative expense payable from the Allocated Funds, subject to the restrictions on payment of Allowable Costs and uses of Program Income as set forth in the Allocation Agreement. Notwithstanding the foregoing, each Participating Municipality shall bear its own out-of-pocket expenses, including attorney's fees, incurred in connection with its review, approval, execution and delivery of the Application, the Allocation Agreement and this Agreement.

#### Article IV. MAINTENANCE OF RECORDS; INSPECTION RIGHTS

Section 4.1. Records to be Maintained. WSCN shall maintain all records required to be maintained by the Allocation Agreement and by other applicable state and/or federal law that are pertinent to the activities to be performed under this Agreement. In addition, WSCN shall maintain the following records: (a) records providing a full description of each activity undertaken pursuant to this Agreement; (b) records demonstrating that each activity undertaken is in compliance with the requirements of the Act and the Allocation Agreement; and (c) records required to verify the eligibility of the activities and expenditures of WSCN pursuant to this Agreement.

Section 4.2. Access to Records. Subject to the confidentiality requirements set forth in Article X of this Agreement, WSCN agrees that each Participating Municipality, or any of its duly authorized representatives, at any time during normal business hours, as often as deemed necessary during the term of this Agreement, shall have access to, and the right to audit, examine and make excerpts from or transcripts of, any pertinent documents, papers and records related to WSCN's performance under this Agreement.

Section 4.3. Reports. WSCN shall submit regular reports to the Participating Municipalities regarding the activities of WSCN pursuant to this Agreement. Such reports shall be in such form and content and shall be provided with such frequency as may reasonably be required by the Participating Municipalities. Such reports shall include an annual report, including copies of its annual financial audit.

Section 4.4. Annual Audit. WSCN, at WSCN's expense (but as an Allowable Cost under the Allocation Agreement), agrees to have an annual financial audit conducted of its books, records and affairs. Such financial audit shall be conducted in accordance with standard accounting procedures by a firm of independent certified accountants of recognized standing selected by the Participating Municipalities and reasonably acceptable to WSCN.

Section 4.5. Compliance Review. WSCN, at WSCN's expense (but as an Allowable Cost under the Allocation Agreement), agrees to have transactions of WSCN reviewed for compliance with the Allocation Agreement. Such compliance review shall be conducted in accordance with standard accounting procedures by a firm of independent certified accountants of recognized standing selected by the Participating Municipalities and reasonably acceptable to WSCN.

Section 4.6. Compliance With Open Records and Meetings Laws. Each Party shall be responsible for responding to any public records request directed to it pursuant to the Wyoming Open Records and Meetings Laws, (the "***Open Records and Meetings Laws***") relating to this Agreement, the Allocated Funds and/or the Approved Municipal Programs. Within three working days following receipt of any public information request pursuant to the Open Records and Meetings Laws, the receiving Party shall notify each other Party and provide a copy of the request, together with the proposed response thereto. The Parties shall fully cooperate with each other to assure a full and proper response to any public information request. No Party shall be liable to any other Party for disclosure of information required to be furnished by court order or by law.

Article V.  
INSURANCE REQUIREMENTS

Section 5.1. Insurance. WSCN shall maintain insurance in force at all times during the term of this Agreement in the minimum amounts and of the types indicated below:

Comprehensive General Liability	\$2 million each occurrence; \$2 million aggregate
Property Damage	\$500,000 each occurrence; \$500,000 aggregate or combined single limit \$1 million each occurrence; \$1 million aggregate
Automobile Liability/Bodily Injury	\$1 million per person; \$1 million each occurrence
Property Damage	\$500,000 combined single limit; \$1 million
Crime Liability	\$2 million aggregate

Article VI.  
REPRESENTATIONS AND WARRANTIES OF THE PARTICIPATING MUNICIPALITIES

Section 6.1. Due Authorization. Each Participating Municipality represents and warrants to WSCN that the execution, delivery and performance of this Agreement and the Allocation Agreement by such Participating Municipality have been duly authorized by all necessary action, and no further action is necessary on the part of such Participating Municipality for such Participating Municipality to execute and deliver such agreements and to consummate and perform its obligations hereunder and thereunder.

Section 6.2. Valid and Binding. Each Participating Municipality represents and warrants to WSCN that this Agreement and the Allocation Agreement have been duly executed and delivered by and constitute the valid and binding obligations of such Participating Municipality, enforceable against such Participating Municipality in accordance with their terms.

Article VII.  
REPRESENTATIONS AND WARRANTIES OF WSCN

Section 7.1. Organization. WSCN represents and warrants to each Participating Municipality that WSCN is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wyoming, and has the requisite power and authority to enter into and perform its obligations under this Agreement.

Section 7.2. Due Authorization. WSCN represents and warrants to each Participating Municipality that the execution, delivery and performance of this Agreement by WSCN have been duly authorized by all necessary action, and no further action is necessary on the part of WSCN for WSCN to execute and deliver this Agreement and to consummate and perform its obligations hereunder.

Section 7.3. Valid and Binding. WSCN represents and warrants to each Participating Municipality that this Agreement has been duly executed and delivered by and constitutes the valid and binding obligation of WSCN, enforceable against WSCN in accordance with its terms.

Article VIII.  
PERIOD OF PERFORMANCE; TERMINATION

Section 8.1. Termination in General. This Agreement shall terminate upon the earlier of (i) any termination of this Agreement pursuant to Sections 8.2, 8.3, 8.4 or 8.5 of this Agreement or (ii) that point in time when no funds which were originally received by WSCN hereunder as Allocated Funds remain to be used by WSCN (meaning WSCN holds no cash balance) and no investments made by WSCN remain outstanding or are awaiting liquidation (meaning WSCN has no means of receiving cash in the future by way of liquidating prior investments).

Section 8.2. Termination by Mutual Written Consent. The Parties may elect to terminate this Agreement at any time by mutual written consent.

Section 8.3. Termination Upon Bankruptcy or Insolvency. This Agreement may be terminated by the Participating Municipalities by giving written notice to WSCN should WSCN:

- i. be adjudged as bankruptcy, or
- ii. become insolvent or have a receiver appointed, or
- iii. make a general assignment for the benefit of creditors, or
- iv. suffer any judgment which remains unsatisfied for thirty (30) days and which would substantively impair the ability of WSCN to perform its obligations under this Agreement.

Any termination pursuant to this Section 8.3 shall be effective as of the date of termination specified in the written notice of termination given by the Participating Municipalities.

Section 8.4. Termination for Cause. If WSCN materially violates or breaches any of the conditions and stipulations contained in this Agreement, the Participating Municipalities shall have the right to terminate this Agreement by giving written notice to WSCN of such termination stating the nature of such breach at least 30 days prior to the effective date of termination. WSCN may avoid termination by (i) immediately initiating a remedy to cure such breach, (ii) curing it to the Participating Municipalities' reasonable satisfaction, and (iii) promptly providing proof thereof to the Participating Municipalities within such 30 day period. If any such breach is not cured within the specified time, this Agreement shall terminate without further notice effective immediately upon the expiration of such 30-day period. The Parties agree that a material violation or breach of this Agreement by WSCN for purposes of this Section would include, but not be limited to, the following: (1) failure of WSCN to comply in any material respect with the terms of the Allocation Agreement, the Act or any regulations promulgated pursuant to the Act, (2) failure in any material respect of WSCN to perform its obligations under this Agreement in a timely and proper manner, (3) improper use of Allocated Funds, (4) submission by WSCN to any Participating Municipality of reports that are false, incorrect or misleading in any material respect; or (5) failure by WSCN to cooperate with any audit or reasonable request of the Participating Municipality.

Section 8.5. Termination of Allocation Agreement. This Agreement shall terminate if (i) Treasury recoups all Allocated Funds pursuant to Section 6.4(a) of the Allocation Agreement and (ii) terminates the commitment of Treasury to make further Disbursements pursuant to Section 6.4(b) of the Allocation Agreement.

Section 8.6. Effects of Termination. Upon any termination of this Agreement pursuant to the provisions of this Article VIII: (i) WSCN shall no longer have any right hereunder to administer the Approved Municipal Programs, (ii) all Allocated Funds that remain with WSCN as cash shall be immediately returned to the Participating Municipalities in amounts proportional to the population of each of the participating respective Participating Municipalities as measured in the 2010 U.S. census (subject to the requirements of the Allocation Agreement) and (iii) any Allocated Funds previously invested pursuant to the Approved Municipal Programs shall no longer be managed by WSCN but shall be managed by the Participating Municipalities or their designee. Expiration or termination of this Agreement shall not terminate any indemnification obligations of any Party set forth in Article IX, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, or to furnish reports on activities conducted pursuant to this Agreement prior to termination.

## Article IX. INDEMNIFICATION

Section 9.1. Indemnification Obligation of Participating Municipalities. To the extent permitted by state and federal law and the Allocation Agreement, each Participating Municipality agrees to defend, indemnify and hold harmless WSCN and its officers, agents, managers, directors, attorneys and employees from and against any and all claims, damages, suits, costs, demands, actions, causes of action, judgments and liabilities, including but not

limited to attorneys' fees and costs to the extent any of the foregoing results from any application, procurement, participation, agreement, acts, omissions or fault on the part of such Participating Municipality. To the extent permitted by law, this indemnification and hold harmless obligation shall continue beyond the term of this Agreement as to any participation, act, omission or fault occurring.

Section 9.2. Indemnification Obligation of WSCN. WSCN agrees to defend, indemnify and hold harmless each Participating Municipality and its officers, agents, managers, directors and employees from and against any and all claims, damages, suits, costs, demands, actions, causes of action, judgments and liabilities, including but not limited to attorneys' fees and costs to the extent any of the foregoing results from or arises out of (i) any material breach of this Agreement by WSCN in its administration of the Approved Municipal Programs, or (ii) any act, omission or fault of WSCN in its administration of the Approved Municipal Programs. This indemnification and hold harmless obligation shall continue beyond the term of this Agreement as to any act, omission or fault occurring.

## Article X.

### CONFIDENTIALITY; INTELLECTUAL PROPERTY

Section 10.1. Confidential Information. Each Participating Municipality acknowledges that Confidential Information (as defined below) of WSCN may be disclosed to such Participating Municipality during the course of this Agreement. At all times that WSCN's Confidential Information is in the possession of such Participating Municipality, such Participating Municipality agrees that it shall take reasonable steps to prevent the use, duplication or disclosure of such Confidential Information, other than by or to its own officers, directors, employees, attorneys, accountants, or agents who must have access to such Confidential Information to perform such Participating Municipality's obligations hereunder. All such disclosures shall be subject to the terms and conditions of this Agreement and this Section. In addition:

(i) Upon termination of this Agreement, each Participating Municipality shall, upon written request from WSCN, return all Confidential Information, including all copies thereof, in such Participating Municipality's possession, in whatever form, to WSCN.

(ii) Each Participating Municipality acknowledges that unauthorized use, misappropriation or disclosure of the Confidential Information, as described in this Section, would cause irreparable harm to WSCN. Remedies at law being inadequate, the foregoing provisions may be enforced by temporary or permanent injunctive relief, and the non-prevailing Party waives any claim to a security bond from the prevailing Party.

(iii) In the event that WSCN elects to seek a protective order or other equitable relief after being notified by a Participating Municipality that it has received a request for Confidential Information, whether pursuant to the Wyoming Open Records and Meetings Laws or otherwise, or in the event that any action or legal proceeding, including a declaratory judgment action, is commenced against a Participating Municipality seeking to compel disclosure of Confidential Information, WSCN shall indemnify and hold

harmless such Participating Municipality for any costs and expenses, including but not limited to reasonable attorney's fees, incurred by such Participating Municipality in the prosecution or defense of such action or legal proceeding.

For purposes of this Agreement, "Confidential Information" shall mean any confidential information relating to or disclosed in the course of this Agreement by WSCN or its agent to a Participating Municipality, including technical information, processes, formulas, computer software, source codes, sales, costs, supplier, contractor, customer and member names and lists, and other unpublished financial information, product and business plans, projections and marketing data and all data identifying WSCN's members, officers, directors, associates, affiliates and customers, and any other information pertaining to WSCN, and related technologies, systems, processes, designs, plans, compilations, methods, techniques, and know-how, in each case, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing.

"Confidential Information" shall not include information that can be demonstrated using credible evidence to be: (i) generally publicly available; (ii) already independently in a Participating Municipality's possession and not subject to a confidentiality obligation; (iii) obtained by a Participating Municipality from any other source without any obligation of confidentiality; (iv) independently developed by a Participating Municipality without reference to WSCN's Confidential Information; or (v) required to be disclosed by order of a court or other governmental entity or by the Open Records and Meetings Laws; provided that reasonable prior written notice and reasonable cooperation is given to the Disclosing Party so that the Disclosing Party may seek a protective order or other equitable relief. WSCN shall take reasonable efforts to clearly mark and delineate Confidential Information "Confidential Information" to the Participating Municipalities when possible and practical, however its failure to do so shall not otherwise modify the parties' responsibilities and obligations hereunder Article X.

Section 10.2. Third Party Confidential Information. Each Participating Municipality and WSCN acknowledge that from time to time WSCN will receive confidential information from funds, companies, investment vehicles and other persons in order that WSCN may conduct due diligence with respect to proposed investment opportunities. The Parties agree to protect such confidential information and to not disclose such confidential information to third parties unless such confidential information is required to be disclosed by order of a court or other governmental entity.

Section 10.3. Intellectual Property. Subject to any applicable requirements of the Open Records and Meetings Laws, (i) each Participating Municipality agrees that any methodologies, techniques, proposals, concepts or other intellectual property which is conceived, made or developed by WSCN during the term of this Agreement is and will be the sole and exclusive property of WSCN, and (ii) WSCN shall retain any and all intellectual property rights in all methodologies, documentation, know-how, techniques and other materials that have been previously developed or acquired by WSCN and that are used by WSCN in connection with the performance of this Agreement.

Article XI.  
RESTRICTIONS ON USE OF ALLOCATED FUNDS; CONFLICTS OF INTEREST;  
ASSURANCES

Section 11.1. Representation Regarding Contingent Fees. WSCN represents to each Participating Municipality and assures that it has not retained any person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Section 11.2. Assurances of Nondiscrimination. WSCN shall not discriminate in employment or in the provision of services or assistance on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

Section 11.3. Political Activity. WSCN shall not permit any of the Allocated Funds provided under this Agreement to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Wyoming, any Participating Municipality, or any other county or city in the State of Wyoming.

Section 11.4. Lobbying. No Allocated Funds distributed or otherwise made available pursuant to this Agreement may be used by any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, a member of the city council of any Participating Municipality or any member of the Wyoming Legislature.

Section 11.5. Conflicts of Interest. Neither WSCN nor any employee, officer, manager or other agent of WSCN who exercises any duties or responsibilities with respect to the administration and operation of the Programs or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities (all of the foregoing persons being referred to as "**Related Persons**"), shall obtain, directly or indirectly, any financial or ownership interest in any person, fund or entity that will receive a grant, financial guaranty or investment from the proceeds of any Allocated Funds; provided, however, that nothing in this Section 11.5 shall prohibit WSCN or any Related Person from engaging in any of the activities specifically contemplated by the Allocation Agreement or from providing support or advisory services to any recipient of Allocated Funds. WSCN shall disclose any conflict of interest to the Participating Municipalities.

Article XII.  
MISCELLANEOUS

Section 12.1. Compliance with Laws. Each Party will comply with all applicable requirements of all federal and state laws and regulations, as may be amended in writing relating to the performance of this Agreement. The parties acknowledge that Treasury may be writing and adopting rules or regulations applicable to the Act under the State Small Business Credit Initiative. Upon final adoption of any such rules or regulations, the parties agree that they shall, in good faith, evaluate this Agreement and determine if any modifications need to

be made in order to comply with any such newly adopted rules. Any such modifications shall be in writing, signed by each Party.

Section 12.2. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section 12.3. Section Headings and Subheadings. Section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Section 12.4. Waiver. Any Participating Municipality's failure to act with respect to a breach by WSCN shall not constitute a waiver of its right to act with respect to any subsequent or similar breach. The failure of any Participating Municipality to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section 12.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, excluding its conflict of law provisions.

Section 12.6. Amendment. This Agreement may not be modified, altered, amended or changed except by the mutual written agreement of the Parties.

Section 12.7. Dispute Resolution. If any dispute between the Parties shall arise out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by nonbinding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the Lead City and WSCN, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each such party. All costs and fees of mediation shall be borne equally by the parties hereto except, however, each party shall bear its own attorney's fees and costs of participating in the mediation except as otherwise provided by Article IX. If mediation fails to resolve the dispute within thirty (30) days, any party may pursue litigation in a court of competent jurisdiction in the State of Wyoming to resolve the dispute.

Section 12.8. Notices. All notices, requests, demands, claims and other communications required or permitted to be given hereunder shall be in writing and shall be sent by (a) personal delivery (effective upon delivery), (b) facsimile or electronic communication (effective on the next day after transmission), (c) recognized overnight delivery service (effective on the next day after delivery to the delivery service), (d) certified mail, return receipt requested and postage prepaid (effective on the third day after being so mailed), in each case addressed to the intended recipient as set forth below:

If to any Participating Municipality:

City of Laramie  
406 Ivinson Avenue  
P.O. Box C  
Laramie, WY 82073  
Attention: City Manager  
Facsimile: 307-721-5318  
Email: [jjordan@ci.laramie.wy.us](mailto:jjordan@ci.laramie.wy.us)

With a copy to its attorney  
City Attorney  
406 Ivinson Avenue  
P.O. Box C  
Laramie, WY 82073

If to WSCN:

Wyoming Smart Capital Network, LLC  
4218 Cheyenne Dr.  
Laramie, WY 82072  
Attention: Robert Heard  
Email: [rheard@dcnteam.com](mailto:rheard@dcnteam.com)

With a copy to its attorneys:  
Pence and MacMillan LLC  
P.O. Box 1285  
Laramie, WY 82073  
Attention: Megan Overmann Goetz  
Facsimile: 307-745-8669  
Email: [movermann@penceandmac.com](mailto:movermann@penceandmac.com)

If to DCN:

Development Capital Networks, LLC  
10565 N. 114<sup>th</sup> Street, Ste. 110  
Scottsdale, AZ 85259  
Attention: Paul Huleatt  
Email: [phuleatt@dcnteam.com](mailto:phuleatt@dcnteam.com)

With a copy to its attorneys:  
Pence and MacMillan LLC  
P.O. Box 1285  
Laramie, WY 82073

Attention: Megan Overmann Goetz  
Facsimile: 307-745-8669  
Email: [movermann@penceandmac.com](mailto:movermann@penceandmac.com)

The City of Laramie or WSCN may change its address for receiving notices by giving written notice of such change to the other in accordance with this Section 12.8.

Section 12.9. Assignment/Subcontracting; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise). Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. The Parties acknowledge that each Participating Municipality is relying on the skills, expertise, training and experience of WSCN and WSCN's employees, officers and managers to perform the duties, activities, services and obligations set forth under this Agreement and, therefore, no part of the obligations or services to be provided by WSCN may be subcontracted by WSCN without the prior written consent of each Participating Municipality; provided, however, the foregoing shall not prohibit WSCN from contracting with its managers and/or members for management services and with vendors and service providers for services essential to the implementation of the Programs, and provided, further, that the foregoing shall not prohibit the award or allocation of Allocated Funds as contemplated by the Act and the Allocation Agreement.

Section 12.10. No Third Party Beneficiary. The Parties do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Section 12.11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any prior understandings, agreements, arrangements and representations between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

Section 12.12. Counterparts. This Agreement may be executed in several identical counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

[signatures on following page]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

Wyoming Smart Capital Network, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Development Capital Networks, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

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

Name: \_\_\_\_\_

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

City of \_\_\_\_\_, Wyoming

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City of \_\_\_\_\_, Wyoming

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City of \_\_\_\_\_, Wyoming

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

Name: \_\_\_\_\_

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

City of \_\_\_\_\_, Wyoming

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

Name: \_\_\_\_\_

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

Exhibit I  
Fees and Expenses

WSCN shall pay its managers certain amounts and WSCN shall reimburse its managers for certain expenses incurred, pursuant to the terms set forth below.

(1) Fees During Allocation Time Period. During the Allocation Time Period and only to the extent permitted pursuant to the Allocation Agreement from Allocated Funds, Program Income, and Non-Program Income, WSCN shall pay its managers the following amounts:

(a) An annual amount of \$395,000, which amount shall be invoiced by the managers at Development Capital Networks LLC's most recent published GSA professional rates and be paid to the managers in monthly installments; and

(b) Those fees paid to WSCN for any management services rendered by a manager to others or otherwise generated from non-SSBCI funds, which fees shall be paid to such manager on the date any such fee is received by WSCN.

(2) Fees After Allocation Time Period. After the Allocation Time Period, WSCN shall pay its managers the following amounts:

(a) An annual amount of \$395,000, which amount shall be invoiced by the managers at Development Capital Networks LLC's most recent published GSA professional rates and paid to the managers in monthly installments;

(b) Twenty percent (20%) of any amount that constitutes gains on amounts invested by WSCN, which fee shall be paid to the managers as gains are realized by WSCN; and

(c) Those fees paid to WSCN for any management services rendered by a manager to others, which fees shall be paid to such manager on the date any such fee is received by WSCN.

(3) Expenses on Behalf of WSCN. WSCN's managers may routinely pay certain operating expenses on behalf of WSCN. Expenses paid by a manager on behalf of WSCN for travel costs and Other Direct Costs pursuant to 48 Code of Federal Regulations Subpart 31.2 (Contracts with Commercial Organizations), including, but not limited to, professional fees relating to accounting, auditing, compliance review, legal services, and organizing and providing conferences that further the purpose of the Programs, shall be reimbursed to such manager at cost plus a 9.92% G&A rate. The managers shall provide documentation to WSCN to support the amount of such reimbursement.

(4) Accrual of Fees and Expenses. Fees earned by a manager and expenses to be reimbursed to a manager may accrue and be paid to such manager in later periods.

LARAMIE CONSORTIUM

STATE SMALL BUSINESS CREDIT INITIATIVE  
ALLOCATION AGREEMENT  
FOR  
PARTICIPATING MUNICIPALITIES

December 4, 2012

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**ALLOCATION AGREEMENT** dated as of **December 4, 2012**, between the **United States Department of the Treasury**, an executive department of the United States Government ("Treasury"), and the municipalities listed on Annex 8 attached hereto (the "Participating Municipalities").

**RECITALS**

**WHEREAS**, many companies, particularly small businesses, have found it increasingly difficult to get new loans to keep their businesses operating and banks are tightening requirements or cutting off existing lines of credit even when the businesses are up-to-date on their loan repayments;

**WHEREAS**, in the State Small Business Credit Initiative Act of 2010 (title III of the Small Business Jobs Act of 2010, Public Law 111-240, 124 Stat. 2568, 2582) (the "Act"), Congress appropriated funds to Treasury to be allocated and disbursed to States and eligible municipalities that have created programs to increase the amount of capital made available by private lenders to small businesses, and to cover Treasury's reasonable administrative expenses;

**WHEREAS**, in order to be considered for an allocation (as hereinafter defined), the eligible municipalities must submit an Application (as hereinafter defined) to Treasury for review and evaluation in a noncompetitive selection process; and

**WHEREAS**, based on a review and evaluation of the Participating Municipalities' Application, the Participating Municipalities have been approved to receive an allocation, subject to the satisfaction of the terms and conditions contained in this Agreement (as hereinafter defined);

**THEREFORE**, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the parties hereto hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND RULES OF INTERPRETATION**

**Section 1.1 Definitions.** Terms used in this Agreement that are not defined shall have the same meaning as in the Act. When used in this Agreement, the following terms shall have the respective meanings specified in this Section 1.1, unless the text clearly requires otherwise.

**Allocated Funds.** "Allocated Funds" shall mean the funds awarded to the Participating Municipalities on account of this Allocation.

**Allocation.** "Allocation" shall mean the award of Federal funds by the Treasury to the Participating Municipalities in accordance with the allocation formula contained in the Act.

**Allocation Time Period.** "Allocation Time Period" shall have the meaning ascribed to such term in Section 2.3 of this Agreement.

**Application.** "Application" shall mean the State Small Business Credit Initiative Application dated July 20, 2012, including any written information in connection therewith and any attachments, appendices and/or written supplements thereto, submitted by the Participating Municipalities to Treasury.

**Approved Municipal Programs.** "Approved Municipal Programs" means the Credit Guarantee Program , a collateral support program; and the Seed Capital Network program, a venture capital program, approved by Treasury as eligible for Federal contributions to, or for the account of, the Municipalities' programs.

**Authorized Municipal Official.** "Authorized Municipal Official" means each of the Participating Municipalities' officials having oversight responsibility for the Approved Municipal Program(s).

**Cooperative Agreement.** "Cooperative Agreement" shall mean the required agreement between the Participating Municipalities that delineates obligations among the Participating Municipalities.

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**Disbursement.** "Disbursement" shall mean a transfer of Allocated Funds by Treasury to the Participating Municipalities under this Agreement.

**Principal.** "Principal" shall mean, for purposes of Section 4.9, if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds a 20 percent or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20 percent or more of the ownership stock or stock equivalent of the entity.

**Program Income.** "Program Income" shall mean gross income received by the Participating Municipalities that is directly generated by an Allocation-supported activity or earned as a result of this Allocation during the Allocation Time Period. Program Income includes, but is not limited to, income from: fees for services performed that were funded or supported with Allocated Funds; and interest earned on loans made using Allocated Funds. Program Income does not include interest on Allocated Funds, the receipt of principal on loans made using Allocated Funds, rebates, credits, discounts, or refunds, or interest earned on any of them.

**Schedule.** "Schedule" shall have the meaning ascribed to such term in Section 4.2 and Annex 3 of this Agreement.

**Subawardee.** "Subawardee" shall mean the legal entity to which a Subgrant is awarded and which is accountable to the Participating Municipalities for the use of Allocated Funds provided.

**Subgrant.** "Subgrant" shall mean an award of Allocated Funds by the Participating Municipalities to an eligible Subawardee. The term does not include procurement purchases.

**This Agreement.** "This Agreement" or "this Agreement" shall mean this Allocation Agreement dated as of December 4, 2012, together with the Annexes attached hereto, and the Assurances (Non-Construction) submitted by the Participating Municipalities as part of its Application, as the foregoing may be amended or

modified from time to time in accordance with their respective terms.

**Section 1.2 Rules of Interpretation.** Unless the context shall otherwise indicate, the terms defined in Section 1.1 of this Agreement shall include the plural as well as the singular and the singular as well as the plural. The words "herein," "hereof," and "hereto," and words of similar import, refer to this Agreement as a whole.

**ARTICLE II  
THIS ALLOCATION**

**Section 2.1 The Allocation Commitment.** Subject to all of the terms and conditions hereof and in reliance upon all representations, warranties, assurances, certifications, covenants and agreements contained herein, Treasury will provide to the Participating Municipalities, an Allocation in the aggregate amount not to exceed thirteen million, one hundred sixty-eight thousand, three hundred fifty dollars] (\$13,168,350).

**Section 2.2 Purpose of this Allocation.** The purpose of this Allocation is to carry out the Approved Municipal Program(s) as described in Annex 1 attached hereto, which is/are incorporated herein by reference.

**Section 2.3 Allocation Time Period.** The effective date of this Allocation shall be the date of this Agreement. The expiration date of this Allocation is March 31, 2017. The period of time between the effective date and the expiration date is the Allocation Time Period. The Participating Municipalities may charge to this Allocation allowable costs incurred, in accordance with Section 4.2 hereof, during the Allocation Time Period. Costs incurred prior to the Allocation Time Period are not allowable unless authorized in writing by Treasury. After the Allocation Time Period, the Participating Municipalities may charge to unobligated Allocated Funds in their possession allowable costs incurred in accordance with Section 4.2 hereof.

ARTICLE III

DISBURSEMENTS AND CONDITIONS PRECEDENT TO DISBURSEMENTS

**Section 3.1 Disbursements of Allocated Funds.** Subject to the terms and conditions hereof, Treasury will make Disbursements of Allocated Funds via electronic funds transfer to the account of the Participating Municipalities designated in advance by the Participating Municipalities. Treasury will make Disbursements to the Participating Municipalities in accordance with Annex 2, attached hereto, which is incorporated herein by reference.

**Section 3.2 Cooperative Agreement.** Before Treasury's initial Disbursement of the Allocated Funds, the Participating Municipalities shall have executed and delivered to Treasury a Cooperative Agreement in form and substance satisfactory to Treasury.

**Section 3.3 Opinion of Participating Municipal Counsel.** Before Treasury's initial Disbursement of all or a portion of the Allocated Funds, Treasury shall have received, from counsel for each Participating Municipality, a favorable opinion satisfactory in scope, form, and substance to Treasury, with respect to the matters stated in Sections 5.1, 5.2, 5.3, 5.4, 5.5, and 5.6 hereof. Such opinions shall also cover such other matters incident hereto as Treasury may require. Opinions conforming substantially to the form opinion of counsel attached hereto as Annex 6 will be satisfactory to Treasury.

**Section 3.4 Conditions Precedent for Disbursements.** In addition to the prerequisite set forth in Sections 3.2 and 3.3 hereof, each Participating Municipality shall provide before each successive Disbursement following the initial one-third Disbursement certifications signed by each Authorized Municipal Official that such Participating Municipality has performed and complied with all applicable agreements and conditions contained herein, and that with respect to each Participating Municipality, the representations and warranties set forth in this Agreement and in the Assurances (Non-Construction) contained as part of the Application shall be true and correct in all material respects. The form of the certification is in Exhibit 2-1 of Annex 2 attached hereto. If any condition or prerequisite specified herein or in any document connected herewith shall not have been fulfilled to the satisfaction of Treasury, Treasury may, in its sole discretion, elect not to

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make a Disbursement until such time as such condition or prerequisite shall be fulfilled to the satisfaction of Treasury.

**ARTICLE IV  
COVENANTS AND AGREEMENTS OF THE PARTICIPATING MUNICIPALITIES**

Each Participating Municipality shall duly perform and observe each and all of the following covenants and agreements unless the text clearly requires a different duration:

**Section 4.1 Compliance with Government Requirements.** In carrying out its responsibilities pursuant to this Agreement, such Participating Municipality shall comply with the Act, Treasury regulations or other requirements prescribed by Treasury pursuant to the Act, and applicable provisions of the grants management common rule referenced in the attachment to OMB Circular A-102 ("Grants and Cooperative Agreements with State and Local Governments"), which are incorporated herein by reference. The Participating Municipality also shall comply with all applicable Federal, State, and local laws, regulations, ordinances, and OMB Circulars, including, but not limited to, the regulations at 31 C.F.R. Part 21, related to lobbying.

**Section 4.2 Authorized Uses of Allocated Funds/Allowable Costs.** The Participating Municipality shall only use the Allocated Funds for the purposes and activities specified in this Agreement including, but not limited to, the Schedule contained in Annex 3 attached hereto, which is incorporated herein by reference, and for paying allowable costs of those purposes and activities in accordance with the cost principles set forth in OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments) and codified in 2 C.F.R. Part 225.

**Section 4.3 Authorized Uses of Program Income.** The Participating Municipality shall add Program Income to the Allocated Funds, and shall use such Program Income for the same purposes and under the same conditions as the Allocated Funds.

**Section 4.4 Restrictions on the Use of Allocated Funds Funds and Program Income.**

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- (a) No Participating Municipality shall use any Allocated Funds in a manner other than as authorized hereunder, without the prior written approval of Treasury.
- (b) No Participating Municipality shall use any Allocated Funds to pay any person to influence or attempt to influence any agency, elected official, officer or employee of a State or Local Government in connection with the making, award, extension, continuation, renewal, amendment, or modification of any State or Local Government contract, grant, loan or cooperative agreement as such terms are defined in 31 U.S.C. § 1352.
- (c) No member of or delegate to the United States Congress or resident U.S. Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom.
- (d) No Participating Municipality shall use any Allocated Funds to pay any costs incurred in connection with (i) any defense against any claim or appeal of the United States Government, any agency or instrumentality thereof (including Treasury), against the Participating Municipality, or (ii) any prosecution of any claim or appeal against the United States Government, any agency or instrumentality thereof (including Treasury), which the Participating Municipality instituted or in which the Participating Municipality has joined as a claimant.
- (e) No Participating Municipality shall use any Allocated Funds for loans used to finance, in whole or in part, business activities prohibited by Treasury regulations, including Treasury regulations promulgated after the date of this Allocation Agreement and the SSBCI Policy Guidelines as published by Treasury on its website at [www.treasury.gov/ssbci](http://www.treasury.gov/ssbci).
- (f) No Participating Municipality may use Allocated Funds outside the geographic borders of the Participating Municipality unless the Authorized Municipal Official or chief executive of the Participating Municipality warrants, in writing, that the loan or investment will

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result in significant economic benefit to the Participating Municipality.

**Section 4.5 Commencement of Performance.** Each Participating Municipality shall be fully positioned within 90 days of the date of this Agreement to act on providing the type of credit support that the Approved Municipal Program was established to provide using the Allocated Funds.

**Section 4.6 SSBCI Policy Guidelines, National Standards and Internal Control and Financial Management System Requirements.**

- (a) Each Participating Municipality shall comply with the SSBCI Policy Guidelines published by Treasury on its website at [www.treasury.gov/ssbci](http://www.treasury.gov/ssbci), including any SSBCI Policy Guidelines and national standards that are established by Treasury after the date of this Allocation Agreement.
- (b) Each Participating Municipality shall comply with the standards for financial management systems, including internal control requirements, specified in the grants management common rule at § \_\_.20. Notwithstanding the foregoing, the cash management requirements in § \_\_.20(b)(7) of the grants management common rule shall not apply to the Participating Municipalities.

**Section 4.7 Quarterly Reporting.** Within 30 days after the end of each quarterly reporting period (excluding the quarterly reporting period ending on the expiration date of this Allocation), the Participating Municipalities shall deliver to Treasury a quarterly report, which shall be signed by each of the Participating Municipalities' Authorized Municipal Official. The reporting period covered by, and the due date for, each quarterly report are listed in Annex 5 attached hereto. Each report shall be in such form as Treasury may, from time to time prescribe, and shall consist of the following information:

- (a) A report on the use of Allocated Funds for each Approved Municipal Program on both a quarterly and a cumulative basis, including the total amount of Allocated Funds used for direct and indirect administrative costs, the total amount of Allocated Funds used, the amount of Program Income generated,

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and the amount of charge-offs against the Federal contributions to the reserve funds set aside for any Approved Capital Access Programs; and

(b) A certification in the form prescribed in Annex 4.

**Section 4.8      Annual Reports.**

(a) For CAPs and OCSPs other than venture capital programs, by March 31 of each year, beginning March 31, 2013, the Participating Municipalities shall submit to Treasury an annual report, for the prior calendar year ending December 31<sup>st</sup>, which shall be signed by each Authorized Municipal Official, in such form as Treasury may from time to time prescribe, that contains the following information for each loan, indicating the SSBCI-approved loan program in which the loan is enrolled (e.g. capital access program, loan guarantee, loan participation, direct loan, collateral support):

1. A unique loan identifier number, the census tract and zip code of the borrower's principal location in the municipality;
2. The lending institution's name and Employer Identification Number (EIN);
3. The total amount of principal loaned/authorized as a line of credit, and of that amount, the portion that is from non-private sources;
4. Date of initial disbursement;
5. For CAP loans, the insurance premiums paid by the borrower, the lender, and the Participating Municipalities; or for loans in which the Participating Municipalities are participating, the amount of the participation; or for loans guaranteed by the Participating Municipalities, the amount of loan guarantee provided by the SSBCI recipient and the amount of funds set aside by the Participating Municipalities to cover the loan guarantee; or for loans for which the Participating Municipalities provide collateral support, the

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amount of collateral support provided and the amount of funds set aside by the Participating Municipalities to cover the collateral support obligation;

6. The borrower's annual revenues in the last fiscal year;
7. The borrower's Full Time Equivalent (FTE) employees;
8. The 6-digit North American Industry Classification System (NAICS) code for the borrower's industry;
9. The year the borrower's business was incorporated; and
10. The estimated number of jobs created or retained as a result of the loan.
11. The amount of additional private financing occurring after the loan closing, if required under the provisions of Annex 7.

All data elements (1) through (10) shall be reported only in the annual report covering the period in which the loan was made. If required under the provisions of Annex 7, the Participating Municipalities will provide the data required in (11) for the periods specified in Annex 7.

- (b) For OCSB venture capital programs, by March 31 of each year, beginning March 31, 2013, each Participating Municipality shall submit to Treasury an annual report, for the year ending December 31<sup>st</sup>, which shall be signed by each Authorized Municipal Official, in such form as Treasury may from time to time prescribe, that contains the following information for each investment in an eligible small business, indicating the SSBCI -approved venture capital program:

1. A unique investment identifier number, the census tract and zip code of the investee's principal location in that state;

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2. The State Small Business Credit Initiative-approved program in which the venture capital investment is enrolled;
3. The total amount of venture capital and other financing invested or loaned, and of that amount, the portion that is from non-private support;
4. The amount of venture capital provided by the Approved Municipal venture capital fund program;
5. Date of initial disbursement;
6. The business's annual revenues in the last fiscal year;
7. The business's Full Time Equivalent (FTE) employees;
8. The 6-digit North American Industry Classification System (NAICS) code for each business's industry;
9. The year the business was incorporated; and
10. The estimated number of jobs created and the estimated number of jobs retained as a result of the investment;
11. The amount of additional private financing occurring after the investment closing, if required under the provisions of Annex 7.

All data elements (1) through (10) shall be reported only in the annual report covering the period in which the investment was made. If required under the provisions of Annex 7, each Participating Municipality will provide the data required in (11) for the periods specified in Annex 7.

- (c) The Participating Municipalities shall also provide detailed information on any qualifying loan or swap funding facility and information on aggregate loan losses.

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- (d) For the final annual report due on March 31, 2017, a summary of the performance results of this Allocation, including a narrative of how or the extent to which the purpose of this Allocation, as described in Annex 1 attached hereto, was accomplished using Allocated Funds.

In addition, each Authorized Municipal Official shall attach to the Participating Municipalities' annual report a completed and executed Federal Financial Report, SF-425. The due dates for the submission of the annual reports are listed in Annex 5 attached hereto.

Treasury may require the Participating Municipalities to submit this report using an electronic reporting system.

**Section 4.9 Access to Records of and Certifications from Financial Institutions.** Before providing any loan, loan guarantee, or other financial assistance using Allocated Funds to a financial institution or any other private entity, the Participating Municipalities shall obtain the following:

- (a) the binding written agreement of the financial institution or other private entity to make available to the Treasury Inspector General all books and records related to the use of the Allocated Funds, subject to the Right to Financial Privacy Act (12 U.S.C. § 3401 et seq.), including detailed loan records, as applicable;
- (b) a certification from the financial institution that the financial institution is in compliance with the requirements of 31 C.F.R. § 103.121; and
- (c) a certification from the private entity, including any financial institution, that the Principals of such entity have not been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)).

**Section 4.10 Notices of Certain Material Events.** The Participating Municipalities shall promptly notify Treasury in writing in reasonable detail of any of the following events:

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- (a) any proceeding instituted against any Participating Municipality in, by or before any court, governmental or administrative body or agency, which proceeding or its outcome could have a material adverse effect upon the operations, assets or properties of the Participating Municipality;
- (b) any material adverse change in the condition, financial or otherwise, or operations of any of the Participating Municipalities;
- (c) the occurrence of any event described in Sections 6.1 and 6.2 herein (General Events of Default and Specific Events of Default);
- (d) problems, delays, or adverse conditions, real or anticipated, that will materially impair any Participating Municipality's ability to accomplish the purpose of this Allocation set forth in Annex 1 attached hereto, with a description of actions taken or contemplated to be taken, and any assistance needed to resolve the situation;
- (e) deviations from the annual schedule submitted by the Participating Municipalities under Section 4.8 apportioning Allocated Funds among the Approved Municipal Programs if the deviations will result in the need for additional funding from any third party to accomplish the purpose of this Allocation set forth in Annex 1 attached hereto; and
- (f) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
- (g) any material change to the Cooperative Agreement referenced in Section 3.2 which includes, but is not limited to the addition or withdrawal of any municipality from the Cooperative Agreement, changes in any governance structure of the Cooperative Agreement, or change in the relationship to the administering entity in the Cooperative Agreement.

**Section 4.11 High Risk.** Notwithstanding the foregoing, Treasury may unilaterally increase the frequency and the scope of Participating Municipalities' reporting requirements if Treasury finds the Participating Municipalities to be high risk in accordance with the grants management common rule at § \_\_.12.

**Section 4.12 Subgrants.** The Participating Municipalities shall not make any Subgrants using Allocated Funds without the prior written approval of Treasury.

**Section 4.13 Retention of Records.** The Participating Municipalities shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Allocation for a period of three years from the date of submission of the final quarterly report under Section 4.7 herein, except as otherwise provided in the grants management common rule at § \_\_.42.

**Section 4.14 Right to Inspect, Audit and Investigate.** Treasury, the Treasury Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the Participating Municipalities that are pertinent to the Allocation, in order to make audits, investigations, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to the Participating Municipalities' personnel for the purpose of interview and discussion related to such documents. This right of access shall last as long as records are retained, except that Treasury's right of access expires on September 27, 2017.

**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES**

The Participating Municipalities hereby jointly and severally make each and all of the following representations and warranties:

**Section 5.1 Designation of Eligible Organization.** Each Participating Municipality has designated the particular office identified in Annex 8 opposite the name of the respective Participating Municipality to implement the respective Participating Municipality's Approved Municipal Programs in accordance with the Cooperative Agreement. Each party identified is a department, agency, or political subdivision of the Participating Municipality.

**Section 5.2 Authority.** Each Participating Municipality has all requisite power and authority under the constitution and the laws of the State of Wyoming to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

**Section 5.3 Due Authorization.** The execution and delivery by each Participating Municipality of this Agreement, the consummation by each Participating Municipality of the transactions contemplated hereby, and the performance by each Participating Municipality of its obligations hereunder have been duly authorized by all necessary action on the part of the Participating Municipality.

**Section 5.4 Due Execution and Delivery; Binding Agreement.** This Agreement has been duly executed and delivered by each Participating Municipality, and constitutes the legal, valid and binding obligation of each Participating Municipality enforceable in accordance with its terms.

**Section 5.5 No Conflicts.** The execution and delivery by each Participating Municipality of this Agreement, the consummation by each Participating Municipality of the transactions contemplated hereby, and the performance by each Participating Municipality of its obligations hereunder do not and will not:

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- (a) conflict with or violate any existing law or administrative regulation, or any existing administrative or judicial decree or order; and
- (b) conflict with, result in a breach of, or constitute a default under any existing agreement or other instrument to which such Participating Municipality is subject or by which it is bound.

**Section 5.6** **Litigation.** There is no lawsuit or judicial or administrative action, proceeding, or investigation pending or threatened against any Participating Municipality which is likely to have a material adverse effect on the ability of such Participating Municipality to perform its obligations under this Agreement.

**Section 5.7** **Disclosure.** Neither this Agreement nor any Annex attached hereto, nor any certification or assurance referenced herein, nor any other document or instrument delivered to Treasury by any Participating Municipality pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. Each Participating Municipality has disclosed, in writing, to Treasury all facts that might reasonably be expected to result in a material adverse effect upon such Participating Municipality's ability either to conduct its business or to carry out the purpose of this Allocation. No Participating Municipality has knowingly and willfully made or used a document or writing containing any false, fictitious or fraudulent statement or entry as part of its correspondence or communication with Treasury.

**ARTICLE VI**  
**TERMINATION FOR CAUSE AND OTHER REMEDIES**

**Section 6.1** **General Events of Default.** In the event that either:

- (a) any representation, warranty, certification, assurance or any other statement of fact contained in this Agreement or the Application of any Participating

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Municipality including, but not limited to, the Assurances (Non-Construction) contained as part of the Application, or any representation or warranty set forth in any document, report, certificate, financial statement or instrument now or hereafter delivered to Treasury in connection with this Agreement, is found to be inaccurate, false, incomplete or misleading when made, in any material respect; or

- (b) any Participating Municipality materially fails to observe, comply with, meet or perform any term, covenant, agreement or other provision contained in this Agreement including, but not limited to, any Participating Municipality's failure to submit complete and timely quarterly reports or annual reports, or any Participating Municipality ceases to use the Allocated Funds to undertake the activities authorized in Annex 1 attached hereto;

Treasury, in its sole discretion, may find any or all of the Participating Municipalities to be in default.

**Section 6.2 Discretionary Remedies.** If Treasury finds any Participating Municipality to be in default under Section 6.1 of this Agreement, Treasury may, in its sole discretion, take any one or more of the following actions, subject to Section 6.6 of this Agreement:

- (a) withhold Disbursements pending the Participating Municipalities' correction of the default; or
- (b) wholly or partly reduce, suspend, or terminate the commitment of Treasury to make Disbursements to the Participating Municipalities under this Agreement, whereupon the commitment of Treasury to make Disbursements to any or all Participating Municipalities under this Agreement will be reduced, suspended, or terminated, as the case may be.

**Section 6.3 Specific Events of Default.** In the event of a Treasury Inspector General audit finding of either:

- (a) intentional or reckless misuse of Allocated Funds by any Participating Municipality; or

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- (b) any Participating Municipality having intentionally made misstatements in any report issued to Treasury under the Act;

Treasury shall find any or all the Participating Municipalities to be in default.

**Section 6.4 Mandatory Remedies.** If Treasury finds the Participating Municipalities to be in default under Section 6.3 of this Agreement, Treasury shall take the following actions:

- (a) in the case of an event of default under Section 6.3(a), recoup any misused Allocated Funds that have been disbursed to the Participating Municipalities; or
- (b) in the case of an event of default under Section 6.3(b), terminate the commitment of Treasury to make Disbursements to the Participating Municipalities under this Agreement, and find the Municipalities ineligible to receive any additional funds under the Act, whereupon the commitment of Treasury to make Disbursements to the Participating Municipalities under this Agreement will be terminated and the Municipalities will be ineligible to receive any additional funds under the Act.

**Section 6.5 No Waiver.** No delay or failure by Treasury in the exercise of any right, power, or remedy accruing upon the occurrence of any event described in Section 6.1 or Section 6.3 herein shall impair any such right, power, or remedy, or be construed to be a waiver of or acquiescence in such event, nor shall any abandonment or discontinuance of steps taken to exercise any right, power or remedy preclude any further exercise thereof.

**Section 6.6 Prior Notice to Participating Municipalities of Exercise of Remedies.** Prior to exercising or imposing any remedy contained in Section 6.2 other than a withholding of a Disbursement(s) under Section 6.2(a), Treasury will, to the maximum extent practicable, provide the Participating Municipalities with written notice of the event(s) described in Section 6.1 hereof and the proposed remedy. Treasury's written notice will give the Participating Municipalities 10 calendar days from the date of the notice to respond. Treasury may, in

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its sole discretion, also afford the Participating Municipalities 20 calendar days from the date of the notice to correct the event. If the Participating Municipalities fail to correct the event within either the 10 calendar day response time or, if applicable, the 20 calendar day correction or cure period, Treasury may, in its sole discretion, impose or exercise the remedy or remedies set forth in its written notice. Moreover, if the Participating Municipalities fail to respond timely to Treasury's written notice, Treasury may impose or exercise the remedy or remedies set forth in its written notice, effective as of the date specified in such notice. Nothing in this Agreement, however, will provide the Participating Municipalities with any right to any formal or informal hearing or comparable proceeding not otherwise required by law.

**ARTICLE VII  
TERMINATION OF AVAILABILITY**

**Section 7.1 Termination of Availability.** Treasury may, upon submitting to the Participating Municipalities written notification, terminate any or all of the Participating Municipalities' Allocation of any portion of the Allocated Funds that Treasury has not disbursed to the Participating Municipalities by 2-years from the date of this Allocation Agreement.

**ARTICLE VIII  
MISCELLANEOUS**

**Section 8.1 Notices.** All notices, requests, demands, consents, waivers and other communications given under any provision of this Agreement shall be in writing and shall be delivered by hand, mailed by postage-prepaid first-class mail, delivered by overnight courier service, or transmitted electronically via facsimile (fax) or email transmission to the addresses indicated below:

if to Treasury:

Department of the Treasury  
ATTN: State Small Business Credit Initiative

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

Main Treasury Building  
Room 1310  
1500 Pennsylvania Avenue, N.W.  
Washington, DC 20220

Telephone No. (202) 622-0713  
Facsimile No. (202) 622-9947  
Email address: [SSBCIapplications@treasury.gov](mailto:SSBCIapplications@treasury.gov)

if to the Participating Municipalities, please see Annex 8 for detailed contact information.

The address, telephone number, email address or facsimile number for either party hereto may be changed at any time and from time to time upon written notice given to the other party.

**Section 8.2 Entire Agreement.** This Allocation Agreement (including all annexes and amendments thereto), the Application and the attachments, exhibits, appendices and supplements to the Application, and the Allocation notice letter, between the Participating Municipalities and Treasury with respect to the obligation of funds necessary to provide transfers to the Participating Municipalities contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements or understandings, written or oral, in respect thereof. The Application, including any attachments, exhibits, appendices and supplements thereto, any attachments, schedules, annexes, appendices and supplements to the Allocation Agreement, and said Allocation notice letter are incorporated in and made a part of this Agreement.

**Section 8.3 Amendments.** Unless otherwise expressly provided in this Agreement, no provision of this Agreement may be amended, modified, waived, supplemented, discharged or terminated orally but only by an instrument in writing duly executed by Treasury and each Participating Municipality. If the Participating Municipalities propose to make an amendment to the Allocation Agreement, they must submit a request, in writing, to Treasury.

**Section 8.4 Assignment.** The Participating Municipalities may not assign or transfer their rights under this Agreement without the prior written consent of Treasury.

**Section 8.5 Successors.** This Agreement shall be binding upon and inure to the benefit of Treasury and the Participating Municipalities and their respective successors and permitted assigns.

**Section 8.6 Cumulative Rights.** Each and every right, power, and remedy conferred in this Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein conferred or now or hereafter existing at law or in equity, by statute or otherwise.

**Section 8.7 No Election.** Each and every right, power, and remedy, whether conferred in this Agreement or otherwise existing, may be exercised from time to time and as often and in such order as may be determined by Treasury, and the exercise or the beginning of the exercise of any right, power or remedy shall not be construed to be an election or a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

**Section 8.8 Rights Confined to Parties.** Nothing expressed or implied herein is intended or shall be construed to confer upon, or to give, any person other than the Participating Municipalities or Treasury, and their respective successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement or of any term, condition, representation, warranty, covenant, or agreement contained herein, and all of the terms, conditions, representations, warranties, covenants, and agreements contained herein shall be for the sole and exclusive benefit of the Participating Municipalities, and Treasury, and their respective successors and permitted assigns.

**Section 8.9 No Partnership.** Neither this Agreement nor any part or provision hereof, nor the exercise by Treasury of any of its respective rights or remedies hereunder, shall evidence or establish, be construed as evidencing or establishing, any partnership, joint venture, or similar relationship of Treasury with the Participating Municipalities.

**Section 8.10 Survival of Representations and Warranties.** All representations, warranties, covenants, and agreements made by each Participating Municipality in this Agreement (including, without limitation, the Application and the Assurances (Non-Construction) submitted by the Participating Municipalities as part of the Application and the Cooperative Agreement referenced

in section 3.2) or in any document, report, certificate, financial statement, note, or instrument now or hereafter furnished in connection with this Agreement shall survive the execution and delivery of this Agreement and the Disbursement of Allocated Funds pursuant hereto.

**Section 8.11 Applicable Law.** This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with United States Federal law and not the law of any State or locality of the United States. To the extent that a court looks to the laws of any State to determine or define the Federal law, it is the intention of the parties hereto that such court shall look only to the laws of the State of Wyoming.

**Section 8.12 Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not of itself invalidate or render unenforceable such provision in any other jurisdiction.

**Section 8.13 Headings.** The descriptive headings of the various articles and sections contained in this Agreement were formulated and are for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

**Section 8.14 Counterparts.** This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.



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PARTICIPATING MUNICIPALITY: Casper

By: \_\_\_\_\_  
Name: Kenyne Schlager  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Cheyenne

By: \_\_\_\_\_  
Name: Rick Kaysen  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Cody

By: \_\_\_\_\_  
Name: Nancy Brown  
Title: Mayor

\_\_\_\_\_  
**Date:**

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Douglas

By: \_\_\_\_\_  
Name: Bruce Jones  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Edgerton

By: \_\_\_\_\_  
Name: H.H. "Buck" King  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Gillette

By: \_\_\_\_\_  
Name: Carter Napier  
Title: City Administrator

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Green River

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Hank Castillion  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Hanna

By: \_\_\_\_\_  
Name: Tony Poulos  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Hartville

By: \_\_\_\_\_  
Name: Darrell Offe  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Laramie

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Janine Jordan  
Title: City Administrator

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Pine Bluffs

By: \_\_\_\_\_  
Name: Caryn Miller  
Title: Town Administrator

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Powell,

By: \_\_\_\_\_  
Name: Scott Mangold  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Rawlins

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Kenneth Klouda  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Rock Springs

By: \_\_\_\_\_  
Name: Carl Demshar  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Sundance

By: \_\_\_\_\_  
Name: Paul Brooks  
Title: Mayor

\_\_\_\_\_  
**Date:**

PARTICIPATING MUNICIPALITY: Wheatland

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

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

Name: Jean Dixon

Title: Mayor

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

ANNEX 1

PURPOSE OF THE ALLOCATION

This Annex 1 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012, between the Treasury and the Participating Municipalities.

The purpose of the Allocation is to assist the Participating Municipalities to increase the amount of capital made available by private lenders to small businesses through its Approved Municipal Programs.

To accomplish this, the Participating Municipalities will use \$3,000,000 of their Allocated Funds to support the new Seed Capital Network (SCN) program, a venture capital program that will create angel investment networks that will invest in eligible small businesses in the Participating Municipalities.

The Participating Municipalities will use \$10,168,350 of their Allocated Funds to support the new Credit Guarantee Program (CGP) will pledge up to 50 percent of the loan value in cash collateral to financial institution lenders for loan requests where there financial institutions have identified a collateral shortfall.

Both the CGP and the SCN programs will be implemented by the Participating Municipalities, as identified in Annex 8, in accordance with the Cooperative Agreement.

Section 5.1 of the Allocation Agreement identifies the Participating Municipalities as the agencies responsible for the implementation of the Participating Municipalities' Approved Municipal Programs. In the application dated, July 20, 2012, the Participating Municipalities identified the Wyoming Smart Capital Network (WSCN), as a contracting entity which would be administering specific aspects of the Approved Municipal Programs. WSCN is a for-profit entity supervised by the Participating Municipalities. As a result of WSCN's administration of specific aspects of the Approved Municipal Programs, the Participating Municipalities shall extend and apply to WSCN, and shall require WSCN to also comply with, the provisions of Article IV and VI of the Allocation Agreement

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(except that, for the purpose of extending and applying Articles IV and VI WSCN's administration of specific aspects of the Approved Municipal Programs, the Participating Municipalities shall substitute references to "Participating Municipalities" in Articles IV and VI with references to "WSCN" except for purposes of Section 4.2, references to OMB Circular A-87 will be substituted with reference to the Federal Acquisition Regulation, 48 C.F.R. Part 31.2).

ANNEX 2

DISBURSEMENT  
POLICIES AND PROCEDURES

This Annex 2 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012, between the Treasury" ) and the Participating Municipalities.

1. Treasury Disbursement of Initial One-Third of Allocated Funds to the Participating Municipalities.

Treasury will promptly disburse the first one-third of the Allocation to the Participating Municipalities after each Participating Municipality executes the Allocation Agreement and Treasury receives the opinions required by Annex 6.

2. Subsequent Disbursements of Allocated Funds

Except as provided in paragraphs 2 and 3 herein, Treasury will disburse to the Participating Municipalities each successive one-third of the Allocation Funds after each Participating Municipality certifies to Treasury that it has expended, transferred, or obligated 80 percent of the last transferred one-third for federal contributions to, or for the account of, the Approved Municipal Program. Each Participating Municipality's certification shall be in the form attached hereto as Exhibit 2-1.

3. Authority to Withhold Disbursements Pending Audit

Treasury may withhold the Disbursement of any successive one-third of the Allocated Funds pending the results of a financial audit. Treasury will notify the Participating Municipalities of its decision to withhold such Disbursement.

4. Withholding or Suspending Payments

Notwithstanding any other provision contained in the Allocation Agreement, Treasury may, in its discretion, withhold or suspend making Disbursements to the Participating Municipalities for failure to comply with any term, agreement, covenant or condition of the Allocation Agreement. Treasury will generally resume making Disbursements to the Participating Municipalities

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upon the Participating Municipalities' subsequent compliance.

5. Cash Depositories

- (a) Disbursements shall be deposited and maintained in a United States Government-insured interest-bearing account whenever possible.
- (b) Consistent with the United States Government national goal of expanding opportunities for women-owned and minority-owned business enterprises, Treasury encourages the Participating Municipalities to use women-owned or minority-owned depository financial institutions (a depository financial institution which is owned at least 50 percent by women or minority group members).
- (c) The Participating Municipalities are not required to maintain a separate depository account for receiving Disbursements of Allocated Funds. If the Participating Municipalities maintain a single depository account where Allocated Funds are commingled with funds from other sources, the Participating Municipalities shall maintain on its books a separate subaccount for the Allocated Funds.

EXHIBIT 2-1

**CERTIFICATION OF PERFORMANCE AND  
REPRESENTATIONS AND WARRANTIES**

United States Department of the Treasury  
Main Treasury Building, Room 1310  
1500 Pennsylvania Avenue  
Washington, D.C. 20220

Reference is made to the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the United States Department of the Treasury ("Treasury") and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to paragraph 2 ("Subsequent Disbursement Requests of Allocated Funds") of Annex 2 ("Disbursement Policies and Procedures") attached to the Allocation Agreement.

The undersigned, on behalf of each Participating Municipality, hereby makes the following certifications as of the date of this certification:

1. the Participating Municipality has performed and complied with all applicable terms, covenants, agreements and conditions required by the Allocation Agreement to be performed or complied with by it as of this date;
2. the representations and warranties set forth in the Allocation Agreement and in the Assurances (Non-Construction) contained as part of the Application are true and correct in all material respects;
3. the Participating Municipality has expended, transferred, or obligated 80 percent or more of the last disbursed one-third of Allocated Funds for federal contributions to, or for the account of, the Participating Municipality's Approved Municipal Programs; and
4. the authority of the undersigned to execute and deliver

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this certification on behalf of the Participating  
Municipality is valid and in full force and effect.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
**Date:**

ANNEX 3

SCHEDULE

This Annex 3 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012 between the Treasury and the Participating Municipalities.

Limitation on Use of Allocated Funds for Administrative Expenses

Each Participating Municipality may use its Allocation to pay both direct and indirect administrative costs incurred in carrying out the Approved Municipal Program subject to the aggregated limitations described in the table below.

<b>Allocation</b>	<b>Maximum Amount Available to Pay for Direct and Indirect Administrative Costs</b>
First One-Third (33%) or \$4,345,556	Five Percent (5%) or <u>\$217,277</u>
Second One-Third (33%) or <u>\$</u> 4,345,555	Three Percent (3%) or <u>\$130,367</u>
Third One-Third (34%) or \$4,477,239	Three Percent (3%) or <u>\$134,317</u>

ANNEX 4

QUARTERLY USE-OF-FUNDS-REPORT

This Annex 4 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012, between the "Treasury") and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

As part of its quarterly reporting requirement, each Participating Municipality shall submit a certification in the form attached hereto as Exhibit 4-1.

EXHIBIT 4-1

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

United States Department of the Treasury  
Main Treasury Building, Room 1310  
1500 Pennsylvania Avenue  
Washington, D.C. 20220

Reference is made to:

the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the United States Department of the Treasury ("Treasury") and the City or Town of \_\_\_\_\_ (the "Participating Municipality"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipality, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipality under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipality being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipality is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating

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Municipality is valid and in full force and effect.

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

Name:

Title:

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

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ANNEX 5

REPORTING SCHEDULE FOR THE CONSORTIUM OF Laramie

Quarterly Report Due Dates	
Report for period covering:	Due Date:
December 4, 2012 through December 31, 2012	January 30, 2013
January 1, 2013 through March 31, 2013	April 30, 2013
April 1, 2013 through June 30, 2013	July 30, 2013
July 1, 2013 through September 30, 2013	October 30, 2013
October 1, 2013 through December 31, 2013	January 30, 2014
January 1, 2014 through March 31, 2014	April 30, 2014
April 1, 2014 through June 30, 2014	July 30, 2014
July 1, 2014 through September 30, 2014	October 30, 2014
October 1, 2014 through December 31, 2014	January 30, 2015
January 1, 2015 through March 31, 2015	April 30, 2015
April 1, 2015 through June 30, 2015	July 30, 2015
July 1, 2015 through September 30, 2015	October 30, 2015
October 1, 2015 through December 31, 2015	January 30, 2016
January 1, 2016 through March 31, 2016	April 30, 2016
April 1, 2016 through June 30, 2016	July 30, 2016
July 1, 2016 through September 30, 2016	October 30, 2016
October 1, 2016 through December 31, 2016	January 30, 2017

Annual Report Due Date	
Report for period ending on:	Due Date:
December 31, 2012	March 31, 2013
December 31, 2013	March 31, 2014
December 31, 2014	March 31, 2015
December 31, 2015	March 31, 2016
December 31, 2016	March 31, 2017

ANNEX 6

DRAFT OPINION OF COUNSEL

[Treasury Will Generally Deem A Legal Opinion in this Form To Be Satisfactory Under Section 3.2 of the Allocation Agreement]

[Letterhead of Participating Municipality Counsel]

[Dated on or after the Date of the Allocation Agreement]

United States Department of the Treasury  
ATTN: State Small Business Credit Initiative  
Main Treasury Building  
Room 1310  
1500 Pennsylvania Avenue, N.W.  
Washington, DC 20220

Re: State Small Business Credit Initiative Allocation Agreement  
Ladies and Gentlemen:

We have acted as counsel for [*Insert Name of Participating Municipality*] (the "Participating Municipality") in connection with the transactions contemplated by the State Small Business Credit Initiative Allocation Agreement for Participating Municipalities dated as of [*Insert Date of Allocation Agreement*], by and between the United States Department of the Treasury and the Participating Municipality (the "Agreement"). This opinion is furnished to you pursuant to Section 3.2 of the Agreement.

We have examined the Agreement and considered such questions of law as we have deemed appropriate. Based on the foregoing, it is our opinion that:

1. The Participating Municipality has designated [*Insert name of department, agency, or political subdivision*] to implement the Participating Municipality's Approved Municipal Program (as defined in Section 1.1 of the Agreement). [*Insert name of designated department, agency, or political subdivision*] is a [*Insert department, agency, or political subdivision*] of the Participating Municipality.

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2. The Participating Municipality has all requisite power and authority under the constitution and the laws of [*Insert name of Participating Municipality*] to execute and deliver this Agreement, to consummate the transactions contemplated by the Agreement, and to perform its obligations under the Agreement.

3. The execution and delivery by the Participating Municipality of the Agreement, the consummation by the Participating Municipality of the transactions contemplated under the Agreement, and the performance by the Participating Municipality of its obligations under the Agreement have been duly authorized by all necessary action on the part of the Participating Municipality.

4. The Agreement has been duly executed and delivered by the Participating Municipality, and constitutes the legal, valid, and binding obligation of the Participating Municipality enforceable in accordance with the terms of the Agreement.

5. The execution and delivery by the Participating Municipality of the Agreement, the consummation by the Participating Municipality of the transactions contemplated by the Agreement, and the performance by the Participating Municipality of its obligations under the Agreement do not and will not:

- (a) Conflict with or violate any existing law or administrative regulation, or any existing administrative or judicial decree or order; and
- (b) To the best of our knowledge, conflict with, result in a breach of, or constitute a default under any existing agreement or other instrument to which the Participating Municipality is subject or by which it is bound.

6. To the best of our knowledge, there is no lawsuit or judicial or administrative action, proceeding, or investigation pending or threatened against the Participating Municipality which is likely to have a material adverse effect on the ability of the Participating Municipality to perform its obligations under the Agreement.

This opinion letter is based on the laws of the [*Insert Name of Participating Municipality*] and the Federal laws of the United States. This opinion is solely for your benefit and may not be

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relied upon by any other person without our prior written consent.

ANNEX 7

**SUBSEQUENT ANNUAL REPORTING**

Section 4.8 of this Allocation Agreement references Annex 7 to determine the conditions under which Participating Municipalities are required to provide, in the annual report to be submitted to Treasury, data on private financing occurring after the loan/investment closing. Reporting this data for subsequent years allows the SSBCI to determine program effectiveness in achieving the Participating Municipalities' projected 10 to 1 private leveraging expectation across all Approved Municipal Programs and the projected 1 to 1 private leveraging requirement for each Approved Municipal Program that is an OCSP.

Section 3006(c) of the Act includes the following eligibility criteria referencing the 10 to 1 private leverage expectation for OCSPs: "For a Municipality other credit support program to be approved under this section, that program shall be required to be a program of the Municipality that... can demonstrate a reasonable expectation that, when considered with all other Municipal programs of the Municipality, such Municipality programs together have the ability to use the amount of new Federal contributions to, or for the account of, all such new programs in the Municipality to cause and result in amounts of new small business lending at least 10 times the new Federal contribution amount."

**I. Definitions for use in this Annex.** Terms used in this Annex that are not defined shall have the same meaning as in the Act and this Agreement.

**Cumulative Private Leverage Ratio for all Approved Municipal Programs.** "Cumulative Private Leverage for all Approved Municipal Programs" shall mean the result of dividing the Total Cumulative Private Financing Generated by all Approved Municipal Programs by the Total SSBCI Funds Used by all Approved Municipal Programs. This resulting weighted average is known as the Cumulative Private Leverage ratio formula which is outlined below and reflects the Participating Municipality's ability to meet its reasonable expectation of 10 to 1 leveraging to date.

**Cumulative Private Leverage Ratio for Individual Approved**

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**OCSP Program.** "Cumulative Private Leverage Ratio for Individual Approved OCSP Program" shall mean the result of dividing the Total Cumulative Private Financing Generated by the individual Approved OCSP Municipal Program by the Total SSBCI Funds Used by the individual Approved OCSP Municipal Program. This resulting figure is known as the Cumulative Private Leverage ratio formula which is outlined below and reflects the Participating Municipality's ability to meet its leveraging requirement of 1 to 1.

**Total Cumulative Private Financing Generated by all Approved Municipal Programs.** "Total Cumulative Private Financing Generated by all Approved Municipal Programs" shall mean cumulative sum, to date of the reporting, of all private financing across all Approved Municipal Programs across the multiple years of the programs. This includes all loans or investments from a private source to an eligible borrower or eligible portfolio company, whether occurring at or subsequent to loan/investment closing, and whether funded or unfunded. It encompasses equity investments, written commitments of future equity investments, term loans, lines of credit, and any new infusions of cash by the borrower.

**Total Cumulative Private Financing Generated by the Individual Approved Municipal OCSP Program.** "Total Cumulative Private Financing Generated by the Individual Approved Municipal OCSP Program" shall mean the cumulative sum, to date of the reporting, of all private financing associated with one particular Approved Municipal Program across the multiple years of this program. This includes all loans or investments from a private source to an eligible borrower or eligible portfolio company, whether occurring at or subsequent to loan/investment closing, and whether funded or unfunded. It encompasses equity investments, written commitments of future equity investments, term loans, lines of credit, and any new infusions of cash by the borrower.

**Total Cumulative SSBCI Funds Used by all Approved Municipal Programs.** "Total Cumulative SSBCI Funds Used by all Approved Municipal Programs" shall mean the sum of those SSBCI funds which are, to date of the reporting, (a) deposited with a lender to cover the federal SSBCI contributions to a CAP reserve fund, (b) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, (c) set aside to cover obligations arising from

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individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) plus (d) exceeds the Participating Municipality's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the "Total SSBCI Funds Used by all Approved Municipal Programs" shall be the Participating Municipality's requested total allocation.

**Total SSBCI Funds Used by the Individual Approved Municipal OCSP Program.** "SSBCI Funds Used by the Individual Approved Municipal OCSP Program" shall mean the sum of those SSBCI funds which are, to date of the reporting (a) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, and (b) set aside to cover obligations arising from individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, and (c) invested or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) exceeds the amount that the Participating Municipality's sub-allocation for that particular Approved Municipal OCSP Program (because some of the funds invested have generated program income that has been added to allocated funds), the "Total SSBCI Funds Used by all Approved Municipal Programs" shall be the Participating Municipality sub-allocation for that particular Approved Municipal OCSP Program.

**II. Formulas for calculating leverage.**

**A. Calculating 10:1 Expectation.**

Participating Municipalities calculate their leveraging for purposes of demonstrating a 10 to 1 ratio across all of their Approved Municipal Programs according to the following formula:

Cumulative Private Leverage Ratio for all Approved Municipal Programs = [Total Cumulative Private Financing Generated by all Approved Municipal Programs]/[Total Cumulative SSBCI Funds Used by all Approved Municipal Programs]

**B. Calculating 1:1 Requirement for OCSPs.**

Section 3006(c) also requires that each OCSP of a Participating Municipality demonstrate that, at a minimum, \$1 of public

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investment by the Municipality program will cause and result in \$1 of new private credit. Participating Municipalities calculate their leveraging for purposes of demonstrating the statutorily required 1 to 1 ratio within an individual OCSP according to the following formula:

Cumulative Private Leverage Ratio for Individual Approved Municipality OCSP Program = [Total Cumulative Private Financing Generated by the Individual Approved Municipality OCSP Program]/[SSBCI Funds Used by the Individual Approved Municipal OCSP Program]

**III. When Must a Participating Municipality Report Subsequent External Financing?**

Generally, Participating Municipalities shall include in each year's annual report transaction-level data only on loans and investments closed in the reporting period year. CAP loans will be reported only once because the design of CAPs is such that they exceed the 10 to 1 private leverage ratio in the same reporting period as their closing.

However, Participating Municipalities must also include in their annual report the amount of subsequent private financing (that is caused by or resulting from the initial OCSP loan or investment) for every previously closed OCSP loan or investment if Total Cumulative Private Financing Generated by all Approved Municipal Programs, as reflected in its annual report, is less than 10 to 1. (Please see Section IV of this Annex to determine if the subsequent private financing obtained by a company receiving an earlier loan or investment from an Approved Municipal Program can be considered "caused by or resulting from the initial OCSP loan or investment.")

Even if the Participating Municipality has achieved the 10 to 1 private leverage ratio in a given reporting year, if the Participating Municipality operates an Approved Municipal OCSP Program that has not met the 1 to 1 private leverage ratio required of individual OCSPs, the Participating Municipality must also include in its annual the amount of subsequent private financing (that is caused by or resulting for the initial OCSP loan or investment) for every previously closed loan or investment enrolled in the non-compliant Approved OCSP Municipal Program. This reporting on subsequent private investment associated with prior loans or investments must continue until that OCSP program has achieved the 1 to 1 private leverage

ratio. (Please see Section IV of this Annex to determine if the subsequent private financing obtained by a company receiving an earlier loan or investment from an Approved Municipal Program can be considered "caused by or resulting from the initial OCSP loan or investment.")

The Participating Municipality has the option to report subsequent financing for previously closed OCSP loans or investments if their Total Cumulative Private Financing Generated by all Approved Municipal Programs has already exceeded 10 to 1. Under these circumstances, reporting is not mandatory.

Please see Exhibit 7-1 for a flowchart summarizing how to determine whether a Participating Municipality must report subsequent private financing for OCSP loans and investments.

**IV. When Is Subsequent Financing Caused by, or Resulting from, the Initial SSBCI-supported OCSP Financing?**

Subsequent financing may be considered to be caused by, or resulting from, the initial SSBCI-supported OCSP financing when the initial SSBCI-supported OCSP financing increases the current and future creditworthiness of a company. If the Participating Municipality is required to report subsequent private financing, either for all OCSP programs or for a particular OCSP program, the Participating Municipality should record an amount greater than \$0 only when the subsequent private financing is caused by, or resulting from, the initial SSBCI-supported OCSP financing, based on the guidance provided below.

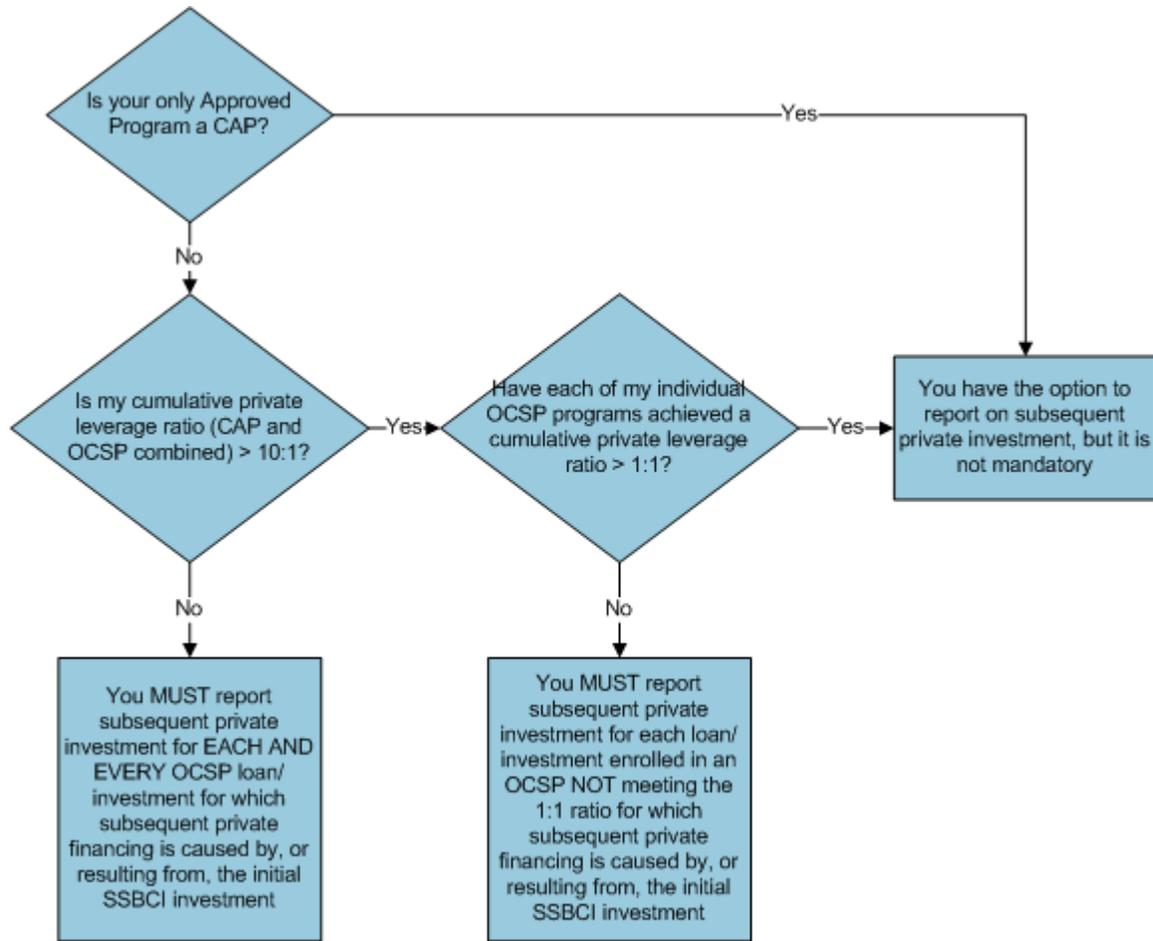
For example, some loans or investments made under venture capital programs, or direct loan or loan participation programs, satisfy this condition. By investing equity or subordinated debt, their financing can directly strengthen a company's balance sheet and allow it to (a) acquire assets that can collateralize a bank loan or (b) increase the cash available to service bank debt. The direct nexus between the initial SSBCI-supported loan/investment and subsequent private financing occurs only when the initial loan/investment is a form of subordinate, mezzanine or equity financing – in other words a form of financing that actually strengthens the company's balance sheet or that can be used to secure or repay debt. Therefore, Participating Municipalities should record subsequent private financing for venture capital investments, direct loans, or loans enrolled in loan participation programs only when the

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initial loan/investment involves subordinate, mezzanine, or equity financing.

Loan guarantee and collateral support programs, in contrast, are designed to reduce the current risk associated with funding a company with weaker collateral or cash flow projections. Generally, these types of programs do not directly add assets to a company's balance sheet that improve its creditworthiness for further loans or investments. For this reason, the Participating Municipality should record subsequent private financing for these types of investments as \$0, unless the Participating Municipality has received explicit permission from Treasury, based on Treasury's review of the structure of the Participating Municipality's program(s).

Exhibit 7-1 – Is my Municipality required to report on subsequent private financing?



**ANNEX 8**

Participating Municipalities

City of Casper

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Kenyne Schlager, Mayor  
Authorized Representative Contact Information:

Mailing address: 200 North David Street  
Casper, WY 82601  
Email: kschlager@cityofcasperwy.com  
Phone: 307-235-8252

City of Cheyenne

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Rick Kaysen, Mayor  
Authorized Representative Contact Information:

Mailing address: 2101 O'Neil Avenue  
Cheyenne, WY 82001  
Email: RKaysen@Cheyennecity.org  
Phone: 307-637-6300

City of Cody

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Nancy Brown, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box 2200  
Cody, WY 82414  
Email: MayorNancy@cityofcody.com  
Phone: 307-527-7511

City of Douglas

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Bruce Jones, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box 1030  
Douglas, WY 82633  
Email: bjones@cityofdouglas.org  
Phone: 307-358-3462

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

City of Gillette

Designated Municipality Office: Office of the Mayor

Authorized Representative: Tom Murphy, Mayor

Authorized Representative Contact Information:

Mailing address: PO Box 3003  
Gillette, WY 82717  
Email: murphytjr@gillette.wy.us  
Phone: 307-686-5203

City of Green River

Designated Municipality Office: Office of the Mayor

Authorized Representative: Hank Castillion, Mayor

Authorized Representative Contact Information:

Mailing address: 50 E 2<sup>nd</sup> North Street  
Green River, WY 82935  
Email: hcastillion@cityofgreenriver.org  
Phone: 307-872-6136

City of Laramie

Designated Municipality Office: Office of the City Manager

Authorized Representative: Janine Jordan, City Manager

Authorized Representative Contact Information:

Mailing address: PO Box C  
Laramie, WY 82073  
Email: jjordan@cityoflaramie.org  
Phone: 307-721-5226

City of Powell

Designated Municipality Office: Office of the Mayor

Authorized Representative: Scott Mangold, Mayor

Authorized Representative Contact Information:

Mailing address: PO Box 1008  
Powell, WY 82435  
Email: mayormangold@cityofpowell.com  
Phone: 307-754-6901

City of Rawlins

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Kenneth Klouda, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box 953  
Rawlins, WY 82301

Email: citymanager@rawlins-wyoming.com  
Phone: 307-320-8438

City of Rock Springs

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Carl Demshar, Mayor  
Authorized Representative Contact Information:

Mailing address: 212 D Street  
Rock Springs, WY 82901

Email: Carl\_Demshar@rswy.net  
Phone: 307-352-3510

Town of Edgerton

Designated Municipality Office: Office of the Mayor  
Authorized Representative: H.H. "Buck" King, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box 407  
Edgerton, WY 82635

Email: townofe@rtconnect.net  
Phone: 307-437-6763

Town of Hanna

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Tony Poulos, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box 99  
Hanna, WY 82327

Email: townofhanna@union-tel.com  
Phone: 307-325-9424

Town of Hartville

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Darrell Offe, Mayor

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

Authorized Representative Contact Information:

Mailing address: PO Box A  
Hartville, WY 82327  
Email: Hartville@vistabeam.com  
Phone: 307-836-3124

Town of Midwest

Designated Municipality Office: Office of the Mayor

Authorized Representative: Guy Chapman, Mayor

Authorized Representative Contact Information:

Mailing address: PO Box 190  
Midwest, WY 82643  
Email: Midwest@rtconnect.net  
Phone: 307-437-6513

Town of Pine Bluffs

Designated Municipality Office: Town Administrator

Authorized Representative: Caryn Miller, Town Administrator

Authorized Representative Contact Information:

Mailing address: PO Box 429  
Pine Bluffs, WY 82082  
Email: cmiller@rtconnect.net  
Phone: 307-245-3746

Town of Sundance

Designated Municipality Office: Office of the Mayor

Authorized Representative: Paul Brooks, Mayor

Authorized Representative Contact Information:

Mailing address: PO Box 542  
Sundance, WY 82729  
Email: sundancewy@rangeweb.net  
Phone: 307-283-3451

Town of Wheatland

Designated Municipality Office: Office of the Mayor

Authorized Representative: Jean Dixon, Mayor

Authorized Representative Contact Information:

Mailing address: 600 9<sup>th</sup> Street  
Wheatland, WY 82201

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

Email: [jdixon@netcommander.com](mailto:jdixon@netcommander.com)  
Phone: 307-322-2962

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "**Agreement**"), is made this 4<sup>th</sup> day of December, 2012, by and among the City of Laramie, Wyoming (the "**Lead City**"), and the other Wyoming municipalities signatory hereto (the Lead City, together with the other Wyoming municipalities signatory hereto, each a "**Participating Municipality**," and collectively, the "**Participating Municipalities**") and as further identified as follows:

the City of Laramie, located in Albany County, hereinafter referred to as "Laramie" or the "Lead City";  
the City of Casper, located in Natrona County, hereinafter referred to as "Casper";  
the City of Cody, located in Park County, hereinafter referred to as "Cody";  
the City of Douglas, located in Converse County, hereinafter referred to as "Douglas";  
the Town of Edgerton, located in Natrona County, hereinafter referred to as "Edgerton";  
the City of Gillette, located in Campbell County, hereinafter referred to as "Gillette";  
the City of Green River, located in Sweetwater County, hereinafter referred to as "Green River";  
the Town of Hanna, located in Carbon County, hereinafter referred to as "Hanna";  
the Town of Hartville, located in Platte County, hereinafter referred to as "Hartville";  
the Town of Midwest, located in Natrona County, hereinafter referred to as "Midwest";  
the Town of Pine Bluffs, located in Laramie County, hereinafter referred to as "Pine Bluffs";  
the City of Powell, located in Park County, hereinafter referred to as "Powell";  
the City of Rawlins, located in Carbon County, hereinafter referred to as "Rawlins";  
the City of Rock Springs, located in Sweetwater County, hereinafter referred to as "Rock Springs";  
the Town of Sundance, located in Crook County, hereinafter referred to as "Sundance";  
the Town of Wheatland, located in Platte County, hereinafter referred to as "Wheatland";  
and  
the City of Cheyenne, located in Laramie County, hereinafter referred to as "Cheyenne."

### **RECITALS**

WHEREAS, pursuant to the Small Business Jobs Act of 2010 (the "**Act**"), the United States Congress appropriated funds to the United States Department of the Treasury ("**Treasury**") under the State Small Business Credit Initiative ("**SSBCI**") to be allocated and disbursed to states and used by states to increase the amount of capital made available to small businesses; and

WHEREAS, the State of Wyoming did not apply for the **SSBCI** funds, permitting the Participating Municipalities therein to apply either individually or jointly; and

WHEREAS, on September 27, 2011, the Participating Municipalities submitted a joint application (the "**Application**") to Treasury under the Act in order that Treasury consider the Participating Municipalities for an Allocation pursuant to the Act; and

WHEREAS, on October 15, 2012, Treasury approved the Application and on the date of this Agreement, Treasury and the Participating Municipalities are entering into that certain Allocation Agreement for Participating Municipalities (the "**Allocation Agreement**") which is attached hereto as Exhibit "A"; and

WHEREAS, the Participating Municipalities are entering into a Services Agreement (the "**Services Agreement**") with Wyoming Smart Capital Network, LLC, a Wyoming limited liability company ("**WSCN**") to administer certain services of the Approved Municipal Programs pursuant to the Act and the Allocation Agreement for the Participating Municipalities. Said Services Agreement is attached hereto as Exhibit "B"; and

WHEREAS, the Participating Municipalities have the authority, including but not limited to pursuant to Wyoming Stat. Ann. §15-1-103(xlii) and Wyoming Stat. Ann. § 16-1-101 to enter into any agreement for the purpose of providing any service or perform any lawful function of which they intend to cooperate with and assist each other;; and

WHEREAS, the Participating Municipalities desire to enter into this Agreement in order to set forth the respective roles and understandings of the Participating Municipalities for the implementation and oversight of the Allocated Funds and the Approved Municipal Programs (each term as defined in the Allocation Agreement); and

WHEREAS, the Participating Municipalities intend for this Agreement to serve as a "Cooperative Agreement" as defined in Section 1.1 of the Allocation Agreement to be reviewed by Treasury as a condition to closing of the Allocation Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the Participating Municipalities hereby agree as follows:

Article I.  
DEFINITIONS AND INTERPRETATION

Section 1.1. Terms Defined in Allocation Agreement. All capitalized terms appearing in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Allocation Agreement.

Section 1.2. Rules of Interpretation. Unless the context shall otherwise indicate, the terms defined in this Agreement shall include the plural as well as the singular and the singular as well as the plural. The words "herein," "hereof," and "hereto," and words of similar import, refer to this Agreement as a whole. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not affect the interpretation hereof.

Section 1.3. Allocation Agreement and Services Agreement Prevail. In the event of any irreconcilable conflict between the terms and provisions set forth in the Allocation Agreement and those set forth in this Agreement, the terms and provisions set forth in the Allocation Agreement shall govern and prevail. In addition, in the event of any irreconcilable conflict between the terms and provisions set forth in the Services Agreement (defined below) and those set forth in this Agreement, the terms and provisions set forth in the Services Agreement shall govern and prevail.

## Article II. OPERATION OF PROGRAM

Section 2.1. Joint and Several Responsibility. Each Participating Municipality agrees that it is jointly and severally responsible for the Allocated Funds and for compliance with the Allocation Agreement.

Section 2.2. Allocated Funds. Loans and investments made with Allocated Funds will be made within the boundaries (city limits) of the Participating Municipalities and may be made outside of these boundaries if an Authorized Municipal Official (as hereinafter defined) warrants, in writing, in accordance with Section 4.4.(f) of the Allocation Agreement that that the loan or investment will result in significant economic benefit to the Participating Municipality. Eligible loans and investments will be made throughout these territories based upon the merits and without reference to the relative populations of the Participating Municipalities. Each Participating Municipality acknowledges and agrees that the availability of Allocated Funds under the Approved Municipal Programs to support business and investment in and/or near such Participating Municipality is expected to provide a direct benefit to such Participating Municipality, that the Approved Municipal Programs (as defined in Section 1.1 of the Allocation Agreement) could not be offered in each of the Participating Municipalities in the absence of the cooperative arrangement contemplated by the Allocation Agreement and this Agreement, and that no Participating Municipality is guaranteed that Allocated Funds will be loaned or invested in and/or near such Participating Municipality solely because such Participating Municipality is a party to the Allocation Agreement or a party hereto.

Section 2.3. Services Agreement. The Participating Municipalities agree that WSCN will be administering specific aspects of the Approved Municipal Programs for the Participating Municipalities. The Participating Municipalities agree that WSCN will loan and/or invest all Allocated Funds as authorized under the Act, in accordance of the terms and conditions of the Allocation Agreement, the Application and the Services Agreement. . Under the Services Agreement, WSCN will commit to satisfy and perform on behalf of the Participating Municipalities, and to be bound by as though it were a Participating Municipality, all covenants and agreements of the Participating Municipalities set forth in Article IV and Article VI of the Allocation Agreement, including, without limitation, any and all restrictions set forth therein on uses of Allocated Funds, payment of Allowable Costs and uses of Program Income. Notwithstanding the foregoing, each Participating Municipality agrees that it will remain jointly and severally responsible with the other Participating Municipalities for compliance with all covenants and agreements set forth in the Allocation Agreement.

Section 2.4. No Right of Withdrawal. No Participating Municipality may withdraw from this Agreement, unless the Participating Municipality, with the consent of Treasury, withdraws from the Allocation Agreement. Upon consent of Treasury, the Participating Municipality shall notify the Lead City and the other remaining Participating Municipalities of its intent to withdraw and establishing an effective date of such withdrawal. WSCN shall continue to operate regardless of said withdrawal to fulfill the purposes and intent of the Services Agreement to attract capital and economic development and growth to the state of Wyoming. As described within the Application and the Services Agreement, it is the intent and desire of the Participating Municipalities by and through WSCN to create an evergreen perpetual fund that will be recycled and reinvested beyond the duration of this Agreement and the term of the Allocation Agreement. At no time shall any Participating Municipality be entitled to receive a separate allocation of funds or monies separate and apart from the collective allocation pursuant to this Agreement, the Allocation Agreement or the Services Agreement, except and only as otherwise described pursuant to paragraph 8.6 of the Services Agreement. This provision shall survive the termination of this Agreement.

Article III.  
APPOINTMENT OF LEAD CITY; RESPONSIBILITIES OF LEAD  
CITY AND EACH PARTICIPATING MUNICIPALITY

Section 3.1. Appointment of Lead City. Each Participating Municipality (other than the Lead City) hereby appoints the City of Laramie, Wyoming as the "Lead City" and authorizes the Lead City to act on its behalf to the extent provided in this Article III.

Section 3.2. Responsibilities of Lead City. The Lead City shall serve as the point of contact with Treasury for all matters involving the Application and the Allocation Agreement. The Lead City shall (i) be responsible for compiling, assembling, aggregating and submitting the quarterly reports, annual reports, and SF-425 (Federal Financial Report), (ii) be responsible for responding to any requests for information from Treasury staff, (iii) convene the Board (defined below) in a quarterly telephonic meeting to review financial reports, to receive updates from WSCN and to take any other actions that may be required in connection with the foregoing or as reasonably required to carry out the intent and purposes of the Allocation Agreement and the Services Agreement. In no event will the Lead City be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement.

Section 3.3. Responsibilities of Each Participating Municipality. Each Participating Municipality shall (i) provide the certifications required to be delivered by each Participating Municipality pursuant to the Allocation Agreement, (ii) sign and certify the quarterly reports, annual reports, SF-425 (Federal Financial Report) and other reports required to be submitted pursuant to the Allocation Agreement and (iii) verify compliance with the terms and conditions of the Allocation Agreement and the Services Agreement.

Section 3.4. Financial Auditor. The Participating Municipalities shall employ a firm of independent certified public accountants of recognized standing (the "*Financial*

*Auditor*") to conduct an annual financial audit of WSCN and the use of Allocated Funds. The Financial Auditor will perform an audit of WSCN in conformance with standards established by Treasury for the Approved Municipal Programs and deliver the audit to the Participating Municipalities each year. To the extent permitted by the Act and the Allocation Agreement, the fees and expenses of the Financial Auditor shall be paid out of the Allocated Funds.

Section 3.5. Compliance Reviewer. The Participating Municipalities shall employ a firm of independent certified public accountants of recognized standing (the "*Compliance Reviewer*") to conduct compliance review of WSCN. To the extent permitted by the Act and the Allocation Agreement, the fees and expenses of the Compliance Reviewer shall be paid out of the Allocated Funds. The Financial Auditor may serve as the Compliance Reviewer. The Compliance Reviewer's roles and responsibilities shall be to:

a. Accept quarterly summary reports from WSCN. Review reports, including Form SF-425 (Federal Financial Report), for completeness according to standards promulgated by Treasury for the Approved Municipal Programs.

b. Present such quarterly reports to the Participating Municipalities for submission to Treasury. Reports will be distributed to the Participating Municipalities via a web page supplied by WSCN where Authorized Municipal Officers of the Participating Municipalities may come to review the reports and indicate their approval.

c. Before it is made, review each loan guarantee of WSCN to confirm that the file is complete, that the guarantee is being made in compliance with the requirements of the Approved Municipal Programs, and that the facts of the file are being included in the summary reports.

d. Before it is made, review each angel fund investment of WSCN to confirm that the file is complete, that the investment is being made in compliance with the requirements of the Approved Municipal Programs, and that the facts of the file are being included in the summary reports.

e. Accept annual summary reports from the WSCN, including Form SF-425. Review, for completeness according to standards promulgated by Treasury for the Approved Municipal Programs.

f. Present such annual reports to the Participating Municipalities for review, approval and submission to Treasury.

g. At the request of the Participating Municipalities and in compliance with the Services Agreement, act as the duly authorized representative of the Participating Municipalities as often as deemed necessary to audit, examine and make excerpts from or transcripts of, any pertinent documents, papers and records related to WSCN's performance under the Services Agreement.

h. Review administrative expenses prior to disbursement to confirm allowability per SSBCI requirements.

i. Report to the Participating Municipalities any appearance of conflict of interest by the WSCN managers that becomes known to the Compliance Reviewer.

Section 3.6 Financial Institution. The Participating Municipalities shall engage a financial institution (the "*Financial Institution*") to provide account services. The Financial Institution's roles and responsibilities shall be:

- a. Provide a checking account for the Participating Municipalities. Accept the deposit of program funds from the U.S. Department of the Treasury. Deposits are expected of approximately \$4.2 million per year for three years.
- b. Ensure the safety of these funds including pledging requirements upon cities in accordance with state statutes.
- c. Make disbursements that have been authorized by the Compliance Reviewer. For each disbursement the Financial Institution will:
  - Accept checklists from the Compliance Reviewer.
  - Determine that the Compliance Reviewer has confirmed compliance.
  - If compliance is confirmed, release funds as instructed.

#### Article IV. BOARD

Section 4.1. Composition of the Board. There shall be a "**Board**" with the various roles and responsibilities as set forth in this Agreement. Each Participating Municipality shall be represented by one natural person on the Board who is qualified to engage in matters of supervision and oversight as required by the Allocation Agreement (each, an "**Authorized Municipal Official**"). Each Authorized Municipal Official designated by a Participating Municipality shall have full power and authority to represent such Participating Municipality in all matters relating to this Agreement. The Authorized Municipal Official of a Participating Municipality shall be the city auditor of such Participating Municipality or said person's designee or the chief executive officer of such Participating Municipality's respective economic development commission if such person so qualifies or said person's designee. The Authorized Municipal Official of the Lead City will serve as the Chair of the Board.

Section 4.2. Responsibilities of the Board. The Board's primary responsibility is to oversee and supervise the use of the Allocated Funds in Approved Municipal Programs, as required by the Allocation Agreement. Specifically, the Board's responsibilities shall be (i) to identify and inform WSCN of possible loan guaranties and seed fund investments that could be made from Allocated Funds under Approved Municipal Programs, (ii) to engage the Compliance Reviewer and the Financial Auditor, and (iii) to facilitate the sharing of information and reports, to enhance accountability, and to assist the Participating Municipalities in fulfilling their respective obligations under the Allocation Agreement. Both during and after the Allocation Time Period, WSCN shall have sole responsibility for the lending or investment of Allocated Funds (subject to oversight by the Board (as defined herein)), and each of the Participating Municipalities confirms that WSCN is not being engaged to give investment advice to any of the Participating Municipalities. In no event will the Board be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement.

Section 4.3. Other Board Responsibilities. The Board (by way of majority vote, each Authorized Municipal Official receiving one vote) shall make decisions on all matters

not addressed by the Allocation Agreement, the Services Agreement and the agreements under which the Compliance Reviewer and the Financial Auditor are engaged. In no event will the Board be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement.

Section 4.4. Meetings of the Board. There shall be regular meetings on the first Thursday following the first Monday of each quarter of each calendar year at 1:00p.m., MST Notice and information pertaining to the logistics of the meeting shall be made available to each Authorized Municipal Official at least twenty-four (24) hours prior to the meeting. Other meetings of the Board may be called on ten (10) business days notice (effective upon receipt) to each Authorized Municipal Official, either personally or by facsimile, electronic transmission or overnight courier. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice of such meeting. At all meetings of the Board the presence or representation of not less than eleven (11) Authorized Municipal Officials shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board, the Authorized Municipal Officials present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting any business may be transacted that might have been transacted at the meeting as originally convened. Unless a different vote is expressly required hereunder, the act of a majority of the Authorized Municipal Officials present at the meeting shall be the act of the Board. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the requisite number of Authorized Municipal Officials that would be necessary to authorize or take such action at a meeting of the Board. An e-mail by an Authorized Municipal Official, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Authorized Municipal Official, shall be regarded as signed by the Authorized Municipal Official for purposes of this Section 4.4. A copy of any such written consent so approved shall be promptly provided to any non-consenting Authorized Municipal Officials. Authorized Municipal Officials may participate in and hold a meeting of the Board by using conference telephone, electronic transmission, or similar communications equipment by means of which all individuals participating in the meeting can hear each other. Participation by an Authorized Municipal Official in a meeting pursuant to this Section 4.4 shall constitute his or her presence, except when an individual participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened. At the first meeting of the Board, the Board shall appoint a chairperson and recording secretary. Each meeting, following identification of attending members and respective Authorized Municipal Officials, shall establish a quorum, shall engage in official business and shall at the conclusion of each meeting, submit such recommendations as it may have to WSCN and the respective Participating Municipalities. Action minutes of each meeting shall be taken by the appointed secretary and distributed (either personally or by facsimile, electronic transmission or overnight courier) to each Authorized Municipal Official within ten (10) business days of the meeting.

Section 4.5. Limitation on Liability. The Authorized Municipal Officials shall not be charged personally with any liability whatsoever by reason of any act or omission

committed or suffered in good faith or in the exercise of their honest discretion in the performance of their duties as members of the Board. Additionally, the Participating Municipalities do not waive their governmental immunities as defined by Wyoming law.

Section 4.6. Conflicts of Interest. No Authorized Municipal Official nor any member of the Board who exercises any duties or responsibilities with respect to the administration and operation of the Programs or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities (all of the foregoing persons being referred to as "**Related Persons**"), shall obtain, directly or indirectly, any financial or ownership interest in any person, fund or entity that will receive a grant, financial guaranty or investment from the proceeds of any Allocated Funds; provided, however, that nothing in this Section 11.5 shall prohibit any Authorized Municipal Official or member of the Board from engaging in any of the activities specifically contemplated by the Allocation Agreement or from providing support or advisory services to any recipient of Allocated Funds.

Article V.  
REPRESENTATIONS AND WARRANTIES

Section 5.1. Due Authorization. Each Participating Municipality hereby represents and warrants to each other Participating Municipality that the execution, delivery and performance of this Agreement by such Participating Municipality has been duly authorized by all necessary action, and no further action is necessary on the part of such Participating Municipality for such Participating Municipality to execute and deliver this Agreement and to consummate and perform its obligations hereunder.

Section 5.2. Valid and Binding. Each Participating Municipality hereby represents and warrants to each other Participating Municipality that this Agreement has been duly executed and delivered by and constitutes the valid and binding obligation of such Participating Municipality, enforceable against such Participating Municipality in accordance with its terms.

Section 5.3. Qualification of Authorized Municipal Official. Each Participating Municipality hereby represents and warrants to each other Participating Municipality that its Authorized Municipal Official will at all times be qualified to engage in matters of supervision and oversight as required by the Allocation Agreement.

Article VI.  
MISCELLANEOUS

Section 6.1. Term of Agreement. This Agreement shall remain in full force and effect for so long as the Allocation Agreement remains in full force and effect.

Section 6.2. Removal of Defaulting Participating Municipality. If a Participating Municipality receives a written notice from Treasury under Section 6.6 of the Allocation Agreement that such Participating Municipality is in default under the Allocation Agreement, such Participating Municipality may be removed as a party to this Agreement and,

with the consent of Treasury, from the Allocation Agreement by majority vote of the Authorized Municipal Officers of the Participating Municipalities.

Section 6.3. Compliance with Laws. Each Participating Municipality will comply with all applicable requirements of all federal and state laws and regulations relating to the performance of this Agreement.

Section 6.4. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section 6.5. Section Headings and Subheadings. Section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Section 6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, excluding its conflict of law provisions.

Section 6.7. Amendment. This Agreement may not be modified, altered, amended or changed except by the mutual written agreement of the Participating Municipalities.

Section 6.8. Notices. All notices, requests, demands, claims and other communications required or permitted to be given hereunder shall be in writing and shall be sent by (a) personal delivery (effective upon delivery), (b) facsimile or electronic communication (effective on the next day after transmission), (c) recognized overnight delivery service (effective on the next day after delivery to the delivery service), (d) certified mail, return receipt requested and postage prepaid (effective on the third day after being so mailed), in each case addressed to the intended recipient to the address for any Participating Municipality as set forth next to such Participating Municipality's signature block on the signature pages to this Agreement and in Annex 8 of the Allocation Agreement. Any Participating Municipality may change its address for receiving notices by giving written notice of such change to the Lead City in accordance with this Section 6.7 and the Lead City shall provide additional written notice to Treasury.

Section 6.9. Assignment/Subcontracting; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Participating Municipality (whether by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of and be enforceable by each of the Participating Municipalities.

Section 6.10. No Third Party Beneficiary. Other than Treasury, the Participating Municipalities do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Section 6.11. Entire Agreement. This Agreement constitutes the entire agreement between the Participating Municipalities, and supersedes any prior understandings,

agreements, arrangements and representations between the Participating Municipalities, written or oral, to the extent they related in any way to the subject matter hereof.

Section 6.12. Counterparts. This Agreement may be executed in several identical counterparts, and by the Participating Municipalities on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument. Transmission by facsimile, by email in portable document format (PDF) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by any combination of such means, of an executed counterpart of this Agreement by any Participating Municipality shall be deemed to constitute due and sufficient delivery of such counterpart and such counterpart shall be deemed to be an original counterpart of this Agreement.

[signatures on following pages]

**IN WITNESS WHEREOF**, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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MEETING DATE:	NOVEMBER 6, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**Third Reading of an Ordinance to Vacate, Abandon, and Convey a Portion of 7th Street, South of Platinum Avenue**

**ACTION:**

Third reading of an ordinance vacating, abandoning and conveying a portion of the 7<sup>th</sup> Street right of way south of Platinum Avenue, within the Brown's Second Addition Subdivision, City of Cody, Wyoming to Gee Properties, LLC.

**BACKGROUND:**

Primary analysis of the proposal was presented in the October 2, 2012 and October 16, 2012 Council packets. This report is an update on the project.

**DEVELOPMENT AGREEMENT:**

The development agreement that accompanied the rezoning of the property has been amended to address Council concerns related to parking and occupancy of the proposed basement. The document has been reviewed by the City Attorney. The updated development agreement is attached.

**SITE PLAN REVIEW:**

The Planning and Zoning Board at their October 23, 2012 meeting considered the site plan application for development of the Gee property. The Board unanimously approved the site plan subject to the following:

1. The site plan approval is contingent on the vacation of 20-feet of the 7th Avenue right-of-way. Approval of the vacation must occur prior to issuance of a building permit, and completion of the conditions related thereto shall be completed prior to any private improvements in the area being vacated. If the vacation does not occur, further review by the Planning and Zoning Board is required. The conditions of the vacation include:

CONDITION A: Gee Properties, LLC shall provide payment in the amount of \$5,999.00.

CONDITION B: Gee Properties, LLC shall improve the remaining 30-feet of right-of-way from Platinum Avenue to the Cody Medical Arts Property, at the sole expense of Gee Properties, LLC, with asphalt, curb and gutter, and sidewalk on the west side. The improvements shall meet City standards for road base, asphalt, and other standard specifications of the City Engineer. The construction must be reviewed and approved by the City Engineer.

CONDITION C: Gee Properties, LLC shall pay all publication and recording fees

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

related to this action.

2. The engineering plans for the improvements to the 7th Street right-of-way shall be reviewed and approved by the City Engineer prior to construction.
3. The conditions of the Amended Development Agreement are applicable. They are: *Any use of the property that would be regulated by the City of Cody zoning ordinance shall be limited to professional office use, as defined herein, and accessory activities and uses customarily incidental thereto.*

*"Professional office" means an establishment for professional, executive and administrative offices, including those of accountants, lawyers, physicians, dentists, architects, engineers, insurance agents, real estate agents, and other occupations which are of similar character to those enumerated, but not including barbers, beauty parlors, cosmetologists, or other service establishments and building trade contractors.*

*For purposes of consistency with the terms used in the Cody zoning ordinance, the term professional office specifically includes counseling services, physician and surgeon offices, dentist offices, chiropractor offices, optician offices, osteopath offices, insurance offices, architect offices, engineering and surveying offices, accounting offices, government offices, attorney offices, corporate offices, real estate offices, financial offices, and similar professional offices.*

*The interpretation of any "similar professional office" shall be by the City of Cody Planning, Zoning and Adjustment Board.*

*Height restrictions and percentage of lot area covered by buildings shall be the same as set forth the in Residential B Zone, as determined by the City of Cody Planning, Zoning, and Adjustment Board.*

*No additional clinic, client, patient, office or other space or other use (hereinafter Additional Space) which requires additional off-street parking shall be developed, created, constructed or used in the basement of the property prior to the submission of an updated site plan, and approval of that plan by the City of Cody Planning and Zoning and Adjustment Board, and without a building permit. Gee Properties, LLC shall not submit an updated site plan for review without first having obtained a review and approval from the City Planner that Gee Properties, LLC has provided adequate off-street parking for such Additional Space as required by and in compliance with the then-existing City of Cody municipal code. Gee Properties, LLC understands that a variance to the parking requirements shall not substitute for or be adequate to satisfy the parking requirements, and therefore no variance shall be granted. Gee Properties, LLC understands that if such additional off-street parking is going to be provided through the purchase of additional land to be used as a parking lot or facility, such use will require a zone change. Accordingly, Gee Properties, LLC shall first obtain the consent and / or support of the property owner from whom Gee Properties, LLC acquires such property to use said property for parking, or shall assist that property owner in applying for the zone change prior to acquiring the property.*

4. The property line shall be eliminated between the two parcels, such that the building and all associated improvements (e.g. parking and buffer) are on the same lot. A boundary line adjustment survey is sufficient to accomplish this.
5. All exterior lighting must be of a downward/cutoff style and illumination levels modest in intensity.
6. All storm water facilities are to be inspected and certified by the applicant's engineer prior to a certificate of occupancy.
7. Provide a bond or other financial surety to guarantee installation of all required landscaping, irrigation and fencing.
8. Final approval of the planned utility connections (water, sewer, raw water, electrical) is subject to City engineer approval. Capping of the unused sewer lateral and any unused water service(s) shall occur as discussed in the staff report.

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

- 9. The civil site plan shall be updated to reflect the final utility connections and abandoned services, and the sidewalk grate on the west sidewalk.
- 10. The project must otherwise comply with the submitted site plan and applicable building, fire, and electrical codes. A building permit application is required.

**PUBLIC COMMENTS**

No comments have been received on the right-of-way vacation since the first reading of the ordinance.

**FISCAL IMPACT**

There do not appear to be any direct costs to the City budget in approving or denying the requested vacation, other than compensation to the City for the value of the land.

**ALTERNATIVES**

Approve or deny the third and final reading of the ordinance to vacate a portion of the 7<sup>th</sup> Street right-of-way.

**RECOMMENDED MOTION FOR APPROVAL**

Move to approve the third and final reading of Ordinance 2012-15, authorize the mayor to sign the amended development agreement, and direct the city street and zoning maps to be updated to reflect the right-of-way vacation.

**ATTACHMENTS**

Ordinance 2012-15.  
Amended Development Agreement.  
Site Plan approved by P&Z.

**ORDINANCE 2012-15**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE 7<sup>TH</sup> STREET RIGHT OF WAY SOUTH OF PLATINUM AVENUE, WITHIN THE BROWN'S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO GEE PROPERTIES, LLC.**

WHEREAS, pursuant to Wyoming Statute § 15-6-104, the governing body of the City of Cody may vacate streets or parts thereof;

WHEREAS, Gee Properties, LLC, submitted an application to vacate a portion of the 7<sup>th</sup> Street right of way lying within the Brown's Second Addition Subdivision, south of Platinum Avenue;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise on August 27, 2012, and mailed to owners of property within 300 feet of the land proposed to be vacated on August 22, 2012;

WHEREAS, a public hearing was held on September 4, 2012 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested street vacation;

WHEREAS, the Planning and Zoning Board, at their September 25, 2012 meeting, considered the request and recommended that the City Council vacate the east twenty feet of the 7<sup>th</sup> Street right-of-way adjacent to the Gee Property, subject to the following:

- 1) *Reserving the area being vacated as a public utility easement.*
- 2) *Payment of \$5,999 for the land.*
- 3) *Improvement of the remaining right-of-way with asphalt, curb and gutter, and sidewalk. Such construction shall be according to City standards.*
- 4) *Commitment to follow the submitted site plan, except as may be necessary to meet City requirements identified through the site plan and building plan review processes.*

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public to vacate and abandon the east twenty feet of that portion of the 7<sup>th</sup> Street right-of-way within the Plat of Brown's Second Addition described as follows:

The east twenty (20) feet of that portion of the 7<sup>th</sup> Street right-of-way within the Plat of Brown's Second Addition lying south of Platinum Avenue, except the south fifteen (15) feet thereof. Said property more particularly described as follows: Commencing at the Northwest corner of Lot 24, Plat of Brown's Second Addition, recorded in Book "C" of Plats, Page 7, Records of Park County, WY; Thence South 1°04' West 125.5 feet along the west boundary of said Lot 24; Thence North 88°41' West 20.0 feet; Thence North 1°04' East 125.5 Feet; Thence South 88°41' East 20.0 feet to the Point of Beginning.

, and to convey the same to Gee Properties, LLC, upon the completion of certain requirements that are outlined forthwith;

BUT RESERVING AND EXCEPTING unto the City of Cody, Wyoming a utility easement over and across all of the 7<sup>th</sup> Street right-of-way to be vacated as described below; and

WHEREAS, the vacation, abandonment and conveyance of the above-described property will not be injurious, detrimental or inconvenient to the City of Cody, Wyoming or to the public.

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

1. The following described real property is hereby vacated and abandoned by the City of Cody, Wyoming and is hereby conveyed to Gee Properties, LLC upon completion of Conditions A, B, and C noted herein, to wit:

The east twenty (20) feet of that portion of the 7<sup>th</sup> Street right-of-way within the Plat of Brown's Second Addition lying south of Platinum Avenue, except the south fifteen (15) feet thereof. Said property more particularly described as follows: Commencing at the Northwest corner of Lot 24, Plat of Brown's Second Addition, recorded in Book "C" of Plats, Page 7, Records of Park County, WY; Thence South 1°04' West 125.5 feet along the west boundary of said Lot 24; Thence North 88°41' West 20.0 feet; Thence North 1°04' East 125.5 Feet; Thence South 88°41' East 20.0 feet to the Point of Beginning.

CONDITION A: Gee Properties, LLC shall provide payment in the amount of \$5,999.00.

CONDITION B: Gee Properties, LLC shall improve the remaining 30-feet of right-of-way from Platinum Avenue to the Cody Medical Arts Property, at the sole expense of Gee Properties, LLC, with asphalt, curb and gutter, and sidewalk on the west side. The improvements shall meet City standards for road base, asphalt, and other standard specifications of the City Engineer. The construction must be reviewed and approved by the City Engineer.

CONDITION C: Gee Properties, LLC shall pay all publication and recording fees related to this action.

2. That upon completion of Conditions A, B, and C, the Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the above-described real property to Gee Properties, LLC, reserving unto the City a utility easement over and across all of said property, to excavate for, construct, install, operate, maintain, replace, or renew any water, raw water, electrical and/or utility service lines and all other appurtenant hardware, and other related paraphernalia.

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

PASSED ON FIRST READING OCTOBER 2, 2012

PASSED ON SECOND READING OCTOBER 16, 2012

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

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

ATTEST:

\_\_\_\_\_  
Cindy Baker, Administrative Services Director

## AMENDED DEVELOPMENT AGREEMENT WITH THE CITY OF CODY

The City of Cody, acting through its duly elected governing body, the City of Cody City Council, DOES HEREBY AGREE AND COVENANT that the property (described below), by City of Cody legislative action, shall be designated General Commercial ( D-2) Zoning.

Gee Properties, LLC, as owner of the following described property: Lot 24, Lot 25, and the West 12 ½ feet of Lot 26, Brown's Second Addition within the City of Cody, according to the plat recorded in Book "C" of Plats, Page 7, records of Park County, Wyoming (more commonly known as 702 and 708 Platinum Avenue, Cody, Wyoming 82414 or "the property");

DOES HEREBY AGREE AND COVENANT that as a condition of the rezoning of the above described property to General Commercial (D-2) sets forth the following land use restrictions to run with the land in perpetuity:

*Any use of the above- described property that would be regulated by the City of Cody zoning ordinance shall be limited to professional office use, as defined herein, and accessory activities and uses customarily incidental thereto.*

*"Professional office" means an establishment for professional, executive and administrative offices, including those of accountants, lawyers, physicians, dentists, architects, engineers, insurance agents, real estate agents, and other occupations which are of similar character to those enumerated, but not including barbers, beauty parlors, cosmetologists, or other service establishments and building trade contractors.*

*For purposes of consistency with the terms used in the Cody zoning ordinance, the term professional office specifically includes counseling services, physician and surgeon offices, dentist offices, chiropractor offices, optician offices, osteopath offices, insurance offices, architect offices, engineering and surveying offices, accounting offices, government offices, attorney offices, corporate offices, real estate offices, financial offices, and similar professional offices.*

*The interpretation of any "similar professional office" shall be by the City of Cody Planning, Zoning and Adjustment Board.*

*Height restrictions and percentage of lot area covered by buildings shall be the same as set forth the in Residential B Zone, as determined by the City of Cody Planning, Zoning, and Adjustment Board.*

This agreement shall remain in effect, and be binding on all heirs and assignees in interest, until such time in the future, if ever, that the City of Cody rezones the property to a zoning district other than General Business (D-2), or otherwise takes lawful action to remove this agreement.

GEE PROPERTIES, LLC, DOES FURTHER HEREBY AGREE AND COVENANT that as a condition of the vacation of twenty feet of the 7<sup>th</sup> street right-of-way to Gee Properties, LLC, pursuant to Ordinance 2012-15, the following limitations pertaining to use of the proposed basement are established and shall run with the land in perpetuity:

*No use of the basement which requires additional off-street parking shall occur or exist prior to the submission of an updated site plan and subsequent approval of that plan by the City of Cody Planning and Zoning and Adjustment Board. Additionally, no use shall occur or exist without a building permit. Gee Properties, LLC, and its successors in interest, (hereinafter collectively Gee Properties) shall not submit an updated site plan without first having obtained a review and approval from the City Planner that Gee Properties has provided adequate off-street parking for such additional use as required by and in compliance with the then-existing City of Cody municipal code. No variance of any parking requirement shall be sought or issued. If additional off-street parking will be provided through acquisition of additional real property by purchase or leasehold interest, such parking must occur on land that is zoned, and specifically authorized by the City Council, for parking associated with Gee Properties building. Accordingly, Gee Properties, LLC shall first obtain the consent and / or express support of seller or owner to use the prospective property for parking.*

Gee Properties, LLC, or its successors in interest, and the City of Cody are the parties to this agreement, and are responsible to ensure compliance with the provisions herein.

This agreement voluntarily offered and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by Gee Properties, LLC.

\_\_\_\_\_  
Alan Gee, (title)  
Gee Properties, LLC

\_\_\_\_\_  
Virginia Gee, (title)  
Gee Properties, LLC

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF PARK        )

On this day personally appeared before me Alan Gee and Virginia Gee, to me known as the individual(s) described herein and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public and for the State of Wyoming.  
My Commission Expires \_\_\_\_\_

Accepted by the City of Cody, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF PARK        )

On this day personally appeared before me Nancy Tia Brown, to me known as the individual(s) described herein and who executed the within and foregoing instrument for the uses and purposes therein stated.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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City Clerk and Notary Public and for the State of Wyoming.

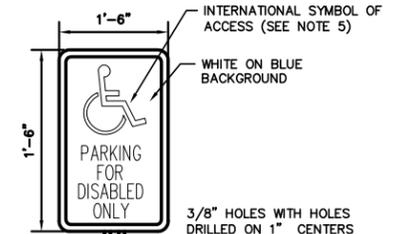
My Commission Expires \_\_\_\_\_

SCALE: 1" = 30' - 0"

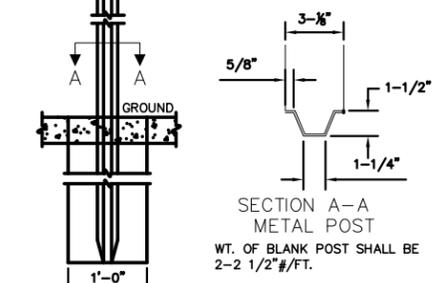


**NOTES:**

1. A total of 23 parking spaces have been provided including designated parking areas on both sides of the building. Generally, employees will park at the back of the building in the west parking lot. Visitors and patients will utilize the front entrance and eastern parking lot. A handicap parking space is provided near the entrance which will be constructed to City of Cody and ADA standards.



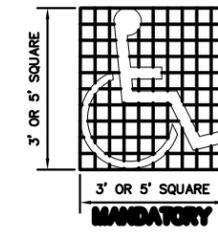
INTERNATIONAL SYMBOL OF ACCESS (SEE NOTE 5)  
 WHITE ON BLUE BACKGROUND  
 3/8" HOLES WITH HOLES DRILLED ON 1" CENTERS FULL LENGTH IN FULL LENGTH IN METAL POST. (MOUNT WITH 5/8" x 2-1/4" BOLTS, TOP AND BOTTOM OF SIGN)



SECTION A-A METAL POST  
 WT. OF BLANK POST SHALL BE 2-2 1/2 #/FT.  
 CONCRETE FOOTING  
 SIGN DETAIL

**NOTES:**

1. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS AND SCREWS MUST BE RUSTPROOF.
2. CONCRETE FOR FOOTING SHALL BE PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I.
3. SIGNS WILL BE FABRICATED BY USING REFLECTING COATING IN THE SYMBOL, MESSAGE AND BORDER APPLIED TO A SHEET ALUMINUM BACKING (.080) IN THICKNESS.
4. MESSAGE LETTERING SHALL BE UPPER CASE (BLK) (SERIES C) 1.5" HIGH IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
5. THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595A, COLOR #15180).



WHITE ON BLUE BACKGROUND

**HOLM, BLOUGH AND COMPANY**  
 CONSULTING ENGINEERS AND LAND SURVEYORS

(307) 597-6281  
 (307) 597-6282  
 www.hbcous

1402 Stampede Avenue  
 Cody, WY 82414

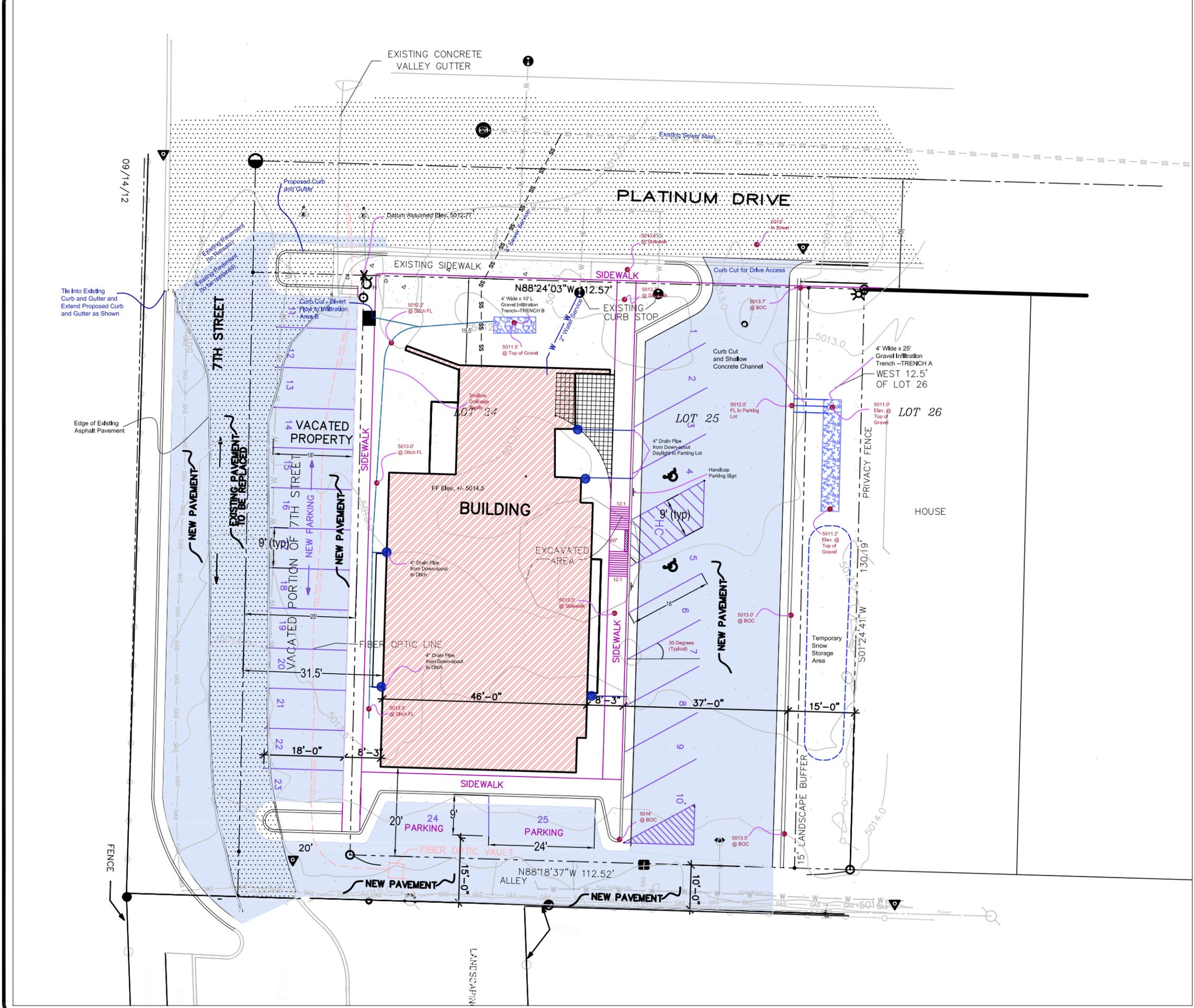
DRAWN BY:	B. Edwards
DESIGNED BY:	B. Edwards
APPROVED BY:	R. Holm
SCALE:	1" = 10'-0"
DATE:	10/10/12
JOB NO.:	HBCO # 12-164

**SITE PLAN**  
**DOCTOR GEE MEDICAL OFFICES**  
 Platinum and 7th Streets  
 Park County Wyoming



SHEET

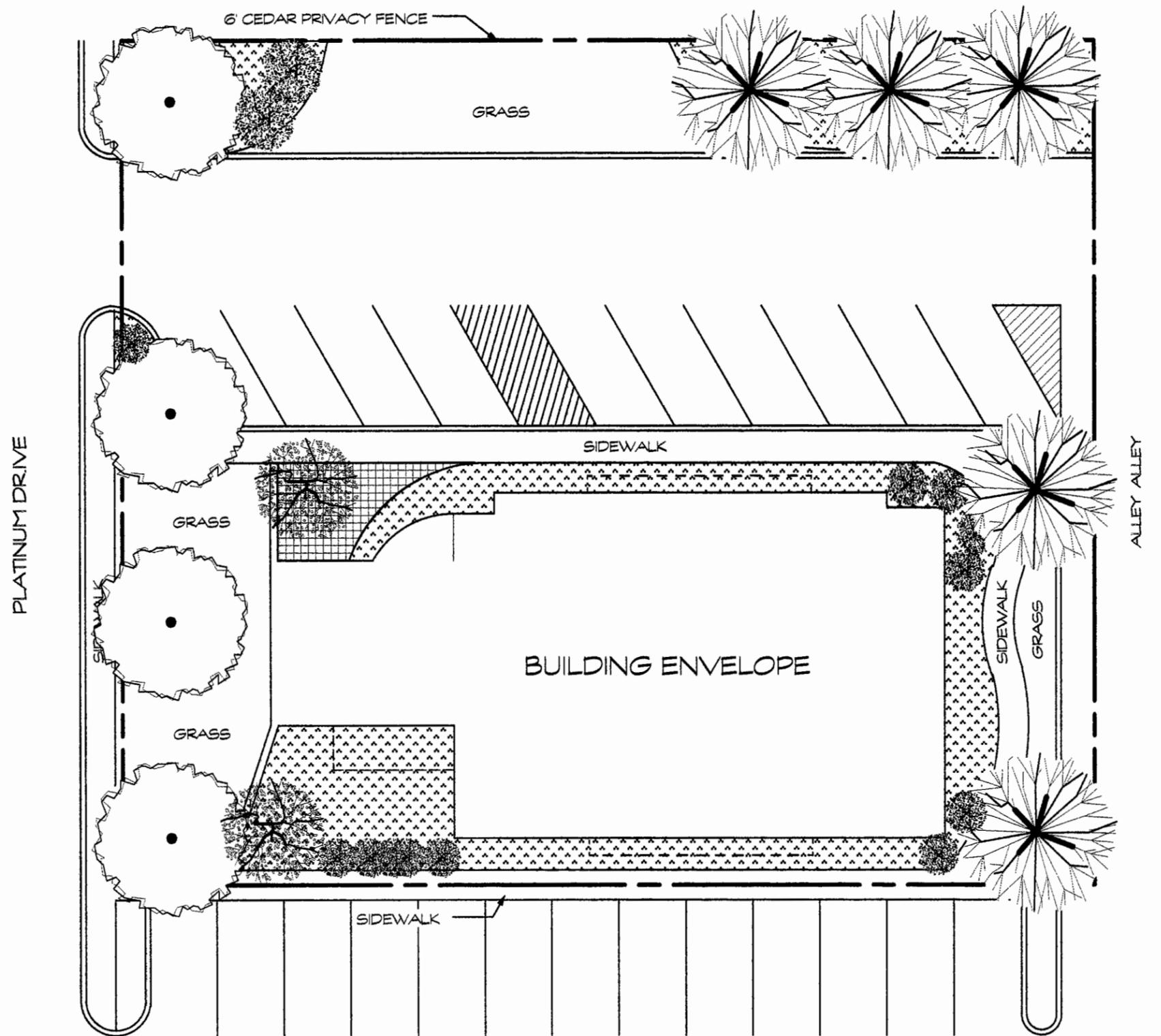
01 OF 01

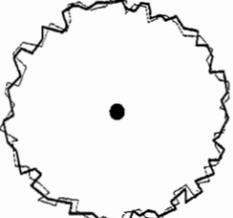
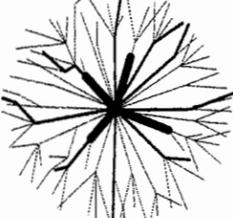


09/14/12

Tie Into Existing Curb and Gutter and Extend Proposed Curb and Gutter as Shown

Edge of Existing Asphalt Pavement



LEGEND	
	GROUND COVER AND ORNAMENTAL SHRUBS/FLOWERS
	ASH OR SENSATION MAPLE
	LONG LEAF PINE
	ORNAMENTAL TREE
	ORNAMENTAL SHRUB

LANDSCAPING PLAN

0 5 10 FT



GEE PROPERTIES LLC.  
PLATINUM DRIVE



VIEW FROM EAST

# Dennis M. Danzik

danzik@danzik.pro

Registered Member:

National Society of Professional Engineers  
Society of Plastics Engineers  
Arizona Society of Professional Engineers  
New Mexico Society of Professional Engineers  
Nevada Society of Professional Engineers



1334 Sunset Blvd South  
Cody, Wyoming 82414

U.S. Physical Laboratories  
7879 East Beck Lane  
Scottsdale, Arizona 85260

Private: [REDACTED]  
Fax: 307-587-4628

October 7, 2012

Mayor Tia Brown  
City Council Members  
City of Cody  
Cody, Wyoming 82414

Mayor Brown and City Council Members;

I appreciate your time in reviewing my views and opinion on the narrow strip of asphalt (about 140 feet in length and 13 feet in width) that runs along the southeastern side of my families property at 1334 Sunset Blvd S.

First, I congratulate the City Council on the recent vote in favor of the vacation of 7<sup>th</sup> Street. A great step in getting this area eyesore cleaned up.

I feel it is important to have my wife Elizabeth and my thoughts and opinion known, as the alleyway in discussion, runs directly along our property.

Elizabeth and I plan a new wrought iron fence to replace the original fence that surrounds our property, that was built over 50 years ago. We also plan to substantially improve the landscaping along our fence line.

The current strip of asphalt, (which is clearly hot patch), is laid on top of old existing alley stone, in my opinion is not wide is not wide enough for traffic and dead ends into private property. It is also sided by the existing alley stone and lacks curbs. In short, it remains unfinished.

Neither Elizabeth, nor I wish to address the two way traffic. Personally, I feel that two way traffic, that uses a parking lot as a thoroughfare, that is increasing used by pedestrians, (most of which are seniors and patients seeking medical care), is a serious accident waiting to happen. With that said; two-way traffic entering and exiting from the parking lot will in time, take care of itself. In my profession we understand that an increasingly stressed asset will always require a solution.

Our concerns include in carefully listening to each side of this debate. We understand that the asphalt strip is considered a part of 7<sup>th</sup> Street, by some individuals, and possibly described public record.

Our family perspective on 7<sup>th</sup> Street, and Platinum Avenue is also somewhat unique. My wife Elizabeth is a native of Cody (so are her five siblings), and I grew up in Cody from age eleven. As a teenager, I lived in a basement apartment, just across the street and down from former chief Vanderpool's home on the corner of Platinum and 7<sup>th</sup> Street. Growing up, the stone strip that is now the center of the inquiry, was access to a private residence, and was never finished. This strip of gravel at the end of 7<sup>th</sup> was always looked at as an alley. With the substantial improvements of the Medical Arts building, and the coming improvements of the Gee building, leaving the narrow egress as an eyesore, would be a shame, especially when a citizen steps forward to pay for improvements that benefit us all.

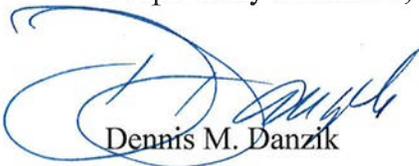
Elizabeth and I would very much like to see the short alleyway cleaned up, curbed, and paved. Consistent, constant improvement is in everyone's best interest. When these improvement costs are offered up by private citizens, that are clearly making substantial improvements to the area, and to the City of Cody as a whole, everyone wins.

With roots in Wyoming back to 1947, and family in many Wyoming cities and towns, Elizabeth and I understand the resistance to change, and the age old Wyoming saying; "O.K., I am here, shut the gate"!

Cody will remain a great place to live, if improvement is consistent, constant, and does not rely on debt, as a foundation. If not Dr. Gee's plan, then what does the City of Cody plan look like? Hopefully not the status quo.

Dr. Gee's solution is sensible improvement. His citizenship, and debt free approach for our City, is rare. It should be publicly recognized and commended.

Respectfully Submitted,



Dennis M. Danzik

**ORDINANCE 2012-16**

**AN ORDINANCE AMENDING TITLE IV, CHAPTER 2, SECTION 1 OF THE CODY CITY CODE PERTAINING TO BUILDINGS**

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

Title 9, Chapter 2, Section 1 of the Cody City Code is hereby amended by replacing Chapter 2, Section 1 as follows:

**9-2-1: ADOPTION BY REFERENCE; COPIES TO BE KEPT ON FILE:**

The International Building Code, The International Existing Building Code, The International Fire Code including Appendices D,E,F and G, The International Mechanical Code, The International Fuel Gas Code including all changes, amendments, replacements or supplements thereto, as adopted and published by the International Conference of Building Officials and International Code Council (ICC) to be referenced with International Codes, as modified herein, are made a part hereof by this reference, the same as though incorporated herein at length. Subsequent editions, changes, amendments, replacements and supplements of these codes shall become effective on the last day of the sixth month after adoption by the State of Wyoming through the Council on Fire Prevention and Electrical Safety Rules.

The City of Cody shall adopt The National Electric Code on the 31<sup>st</sup> of July of the current Code year and will adopt by Resolution, the provisions of The International Plumbing Code, and The International Residential Code that the Public Works Director, the City Building Official and Council agree are in the best interest of the City.

All fees for the issuance of permits shall be from the fee schedules approved and adopted by the governing body by resolution. One copy of all adopted codes shall be kept on file by the City, and shall be marked with the words "Property of the City of Cody, Official Copy."

PASSED ON FIRST READING OCTOBER 2, 2012

PASSED ON SECOND READING OCTOBER 16, 2012

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

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

ATTEST:

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

**ORDINANCE NO. 2012 - 17**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 5 OF THE CODY CITY CODE – DISORDERLY CONDUCT**

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

Section 1: Title 5, Chapter 2, Section 5 is hereby amended to provide as follows:

**5-2-5: DISORDERLY CONDUCT AND DISTURBING THE PEACE:**

- A. No person shall cause, or participate in causing, any disturbance of peace in the City. Any person or assemblage of persons shall be deemed guilty of disturbance of peace if they shall:
1. Disturb the peace of a community or its inhabitants by unreasonably loud noise or music or by using threatening, abusive or obscene language or violent actions with knowledge or probable cause to believe he will disturb the peace;
  2. Causes, provokes or engages in any fight, brawl or riotous conduct;
  3. Aid or abet in any fight, or ask, invite or defy another to fight or quarrel, or to use abusive language and thereby intentionally create a risk of assault;
  4. Commit an act in a violent or tumultuous manner toward another whereby that other is placed in danger of his or her life, limb, health or safety;
  5. Use profane, obscene or offensive provocative language directed toward another, or others, and calculated to provoke a breach of the peace. For purposes of this section, the term "provocative language" shall mean insulting or "fighting words" or those words by which their very utterance inflict injury or tend to incite an immediate breach of the peace;
  6. Perform any act or gesture of rude, improper or indecent behavior, directed at another, and calculated to provoke a breach of peace;
  7. Makes or uses any gesture, display, provocative words, profane, obscene, or abusive language which would reasonably tend to incite or abet a person to engage in fighting or other violent or tumultuous conduct;
  8. Incite or attempt to incite a riot. For purposes of this section, the term "riot" shall mean a tumultuous disturbance of the peace by persons assembled and acting with common intent to the terror of the people of the city, either in assemblage while executing a lawful enterprise in a violent or turbulent manner or in assemblage while executing an unlawful enterprise in a violent or turbulent manner;
  9. Intentionally disrupt any lawful assembly or meeting of persons without lawful authority;
  10. Places himself or herself, or congregates with others in or on any public way so as to reasonably tend to halt or interfere with the free and regular flow of vehicular or pedestrian traffic and refuses to clear such public way when ordered by the police or other lawful authority; or
  11. Urinate in any public way or place which is public in nature or nay place open to public view;

PASSED on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PASSED on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PASSED on third reading the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CODY

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**NANCY TIA BROWN**  
**MAYOR**

ATTEST:

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CYNTHIA D. BAKER  
Administrative Services Officer

PUBLISH: CODY ENTERPRISE:

**ORDINANCE NO. 2012 -18**  
**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION**  
**6 OF THE CODY CITY CODE – DISORDERLY PLACES**

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

Section 1: Title 5, Chapter 2, Section 6 is hereby amended to provide as follows:

**5-2-6: DISORDERLY PLACES:**

- A. No person shall keep, maintain, operate, occupy, aid, abet or participate in or permit or allow the keeping, maintaining, operating, use, or occupying of any room, house, building or other place where any of the following occur: any common or ill governed or disorderly house, drunkenness, quarreling, fighting, unlawful games or riotous games, or disorderly conduct whatever on the premises, or any disturbance in which the peace of the neighbors or others in the vicinity shall be disturbed. Any person violating this ordinance shall be deemed guilty of disturbance of the peace, and if such person is licensed under this code, such license may be revoked by the city council upon conviction of such person in the police court of the city for violating the provisions of this section.
  
- B. It is unlawful for any person being the owner, occupant, tenant or guest of an owner, occupant or tenant of any property of any kind whatsoever, whether temporary or permanent, to knowingly suffer any conduct thereon with knowledge or probable cause to believe that said conduct will disturb the peace of any other person, and the owner, tenant, occupant or guest of an owner, tenant or occupant of any such premises on which such disturbances occur, shall be presumed to have knowingly suffered the same.

PASSED on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PASSED on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PASSED on third reading the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CODY

\_\_\_\_\_  
**NANCY TIA BROWN**  
**MAYOR**

ATTEST:

\_\_\_\_\_  
CYNTHIA D. BAKER  
Administrative Services Officer

PUBLISH: CODY ENTERPRISE:

**RESOLUTION 2012-24**

**A RESOLUTION ADOPTING CODES**

WITNESSETH:

WHEREAS, the State of Wyoming have granted local enforcement authority for fire, building, existing building standards and electrical standards; and

WHEREAS, the City of Cody must adopt by ordinance or resolution minimum standards that are equivalent to or more stringent than those applicable standards adopted by the Department of Fire Prevention and Electrical Safety; and

WHEREAS, the City of Cody desires to provide a common set of requirements for the building of residential structures, the installation of plumbing and the installation of electrical facilities, and that such requirements reflect the name used in the City ordinances.

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY that The International Plumbing Code, and Chapters 1-10 of The International Residential Code, excepting R313, excepting R501.3 (Fire Protection of Floors), and amending Section R302.6 and Table 302.6 (Dwelling/Garage Fire Separation) to replace all references to ½” gypsum board with 5/8” Type X gypsum board and amending Section R105.2 # 1 (Work exempt from permits) to read “One –story detached accessory building that does not exceed 120 square feet in area as measured at the maximum exterior wall dimension” are adopted by the City of Cody.

PASSED, APPROVED AND ADOPTED THE 6th day of November, 2012

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

Attest:

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