City of Cody City Council REVISED

AGENDA

Tuesday, January 15, 2013 - 7:00 p.m. (Pre-Meeting 6:30 p.m. in Conference Room A)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

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

    a. Approval of Minutes of the Regular Meeting Minutes from 1/3/13.
    b. Approve vouchers and payroll in the amount of $1,275,598.57.
    c. Consider authorizing the Mayor to enter into and sign a professional service contract in the amount of $34,657 with Ceramic Designs Midwest, Inc. to replace grout in all four pools contingent upon review and approval by the City Attorney.
    d. Consider authorizing the Mayor to enter in to a professional contract with Rain for Rent in the amount of $3,621.87 for draining of the pools contingent upon review and approval by the City Attorney.
    e. Consider approving an encroachment license for the Cody Stampede and authorize the Mayor to sign the Encroachment License for the construction of signage and an arched entranceway gate within the public right-of-way along North Frontage Road, as amended to include Exhibit B & B-1.
    f. Consider authorizing the Mayor to sign the Certification on Use of Allocated Funds for the quarter ending December 31, 2012 on behalf of a Participating Municipality in the State Small Business Credit Initiative.

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

3. Public Hearing

4. Conduct of Business

    a. **ORDINANCE 2013-01 FIRST READING**
    AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 9 OF THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS.
    Staff Reference: Cindy Baker, Administrative Services Officer

    b. **ORDINANCE 2013-02 FIRST READING**
    AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES
    Staff Reference: Cindy Baker, Administrative Services Officer

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings

Special City Council Meeting: Thursday, January 31, 2013 @ 4:15 p.m. – Council Chambers
Regular City Council Meeting: Tuesday, February 5, 2013 @ 7:00 p.m. – Council Chambers

City of Cody
Council Proceedings
Thursday, January 3, 2013

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, January 3, 2013 at 7:00 p.m.

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

Absent: None

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

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

Cindy Baker, Administrative Services Office conducted Oath of Office for newly elected Mayor Brown and Council Members Jerry Fritz, Steve Miller and Landon Greer.

Mayor Brown along with the Governing Body recognized exiting Council Member Cloud for his service as a Ward 1 Council Member from 2009-2012.

Mayor Brown along with the Governing Body recognized Jacob Ivanoff for his service on the Planning, Zoning and Adjustment Board and Robert Evarts for his service on the Cody Tree Board.

Council Member Miller made a motion seconded by Council Member Fritz to approve the Consent Calendar including approval of Minutes: Special Meeting Minutes on 12/13/12 and Regular Meeting Minutes on 12/18/2012, approval of vouchers and payroll in the amount of $1,121,729.22, appoint Council Member Anderson to the Contractors' Board for a two year term ending December 31, 2014, appoint Council Member Edwards to the Yellowstone Regional Airport Board for a three year term ending December 31, 2015, appoint Mayor Brown to the Northwest Improvement Joint Powers Board for a two year term ending December 31, 2014, appoint Council Member Greer to the Yellowstone County Assistance Network for a two year term ending April, 2015, appoint Council Member Greer to the Park County Drug Court for a one year term ending December 31, 2013, appoint Council Member Miller as Council President and Council Member Fritz as Council Vice President for a one year term ending December 31, 2013, appoint Council Member Greer as the Police Liaison for a one year term ending January 31, 2014, appoint Leslie Brumage to the Big Horn Basin Transportation Authority Board for a one year term ending December 31, 2013, and appoint Council Member Jerry Fritz for a three year term ending December 31, 2015, appoint Dr. Charles Jamieson, Dr. Malcom Blessing, Chief Perry Rockvam and Code Enforcement Officer John Verderame to the Cody City Rabies Board for a two year term ending December 31, 2014, approve Official Community Appointments for 2013: Municipal Court Judge, C.E. Webster II; Alternate Municipal Court Judges, Bruce Waters, James Allison, and John Housel; Fire Marshall, Sam Wilde; and Fire Chief, Jeff Steward, authorize the Mayor to enter into and sign the Law Enforcement Center Agreement between the City of Cody and Park County, and approve an encroachment license for the Cody Stampede and authorize the Mayor to sign the Encroachment License for the construction of signage and an arched entranceway gate within the public right-of-way along North Frontage Road. Vote was unanimous.

At 7:22 p.m. Mayor Brown began the public hearing to determine if it is in the public interest to apply for a Community Development Block Grant for the construction of infrastructure for the Spirit Mountain Habitat for Humanity Mountain Spirit Addition Phases 3 and 4. The grant application request is $500,000. The funds will be used to install water, sewer and storm drainage, roads, curbs, gutters and sidewalks. The total project cost is estimated to be $686,375.06 of which $686,375.06 will be paid for by the Mountain Spirit Habitat for Humanity Jenni Rosencranse, City Administrator and Duncan Bonine, Mountain Spirit Habitat Board of Directors provided background information on this project, as well as, past housing projects in Cody. After asking for public comments three times and there being none further, Mayor Brown closed the public hearing at 7:28 p.m.

RESOLUTION 2013-02

A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCILCOMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF $500,000 FOR THE PURPOSE OF INSTALLING INFRASTRUCTURE FOR PHASES 3 AND 4 OF THE MOUNTAIN SPIRIT ADDITION FOR THE MOUNTAIN SPIRIT HABITAT FOR HUMANITY.
Council Member Wolz made a motion seconded by Council Member Anderson to approve Resolution 2013-12. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Edwards to appoint Mark Musser, Justin Lundvall and Justin Ness for the three-year term ending December 31, 2015 to the Planning, Zoning and Adjustment Board. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Greer to appoint Bobbie Holder, Randy Spiering, Gregory Victor, and Monte Bales for a two year term to the Cody Tree Board with the term ending December 31, 2014. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Edwards to appoint Gene Kelly, Merle Nielsen and Tom Quick for a three year term to the Contractors' Board with the term ending December 31, 2015. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Greer to declare Public Fund Depositories per §9-4-806 to include: Wells Fargo Bank, Big Horn Federal Savings, First Bank of Wyoming, Pinnacle Bank, Bank of the West, and US Bank. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Miller to declare the Cody Enterprise as the City's Official publication per §15-1-110. Vote was unanimous.

Mayor Brown, Council Members Anderson, Edwards, Fritz, Greer, Miller and Wolz, City Administrator and Administrative Services Officer signed the Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118 (a).

RESOLUTION 2013-01
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.
Council Member Fritz made a motion seconded by Council Member Wolz to approve Resolution 2013-01. Vote was unanimous.

ORDINANCE 2012-19 THIRD AND FINAL READING
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II, OF THE CODY CITY CODE TO MODIFY TEMPORARY SERVICE.
Council Member Anderson made a motion seconded by Council Member Greer to approve Ordinance 2012-19 on third and final reading. Vote was unanimous.

ORDINANCE 2012-20 THIRD AND FINAL READING
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II, OF THE CODY CITY CODE TO MODIFY GENERAL CONDITIONS GOVERNING CITY SUPPLIED UTILITIES.
Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2012-20. Vote was unanimous.

ORNINANCE 2012-22 SECOND READING
AN ORDINANCE TO ENTER INTO A CABLE FRANCISE AGREEMENT WITH BRESNAN COMMUNICATIONS
Council Member Edwards made a motion seconded by Council Member Anderson to approve Ordinance 2012-22 on second reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:53 pm.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
A-1 ELECTRIC							
200							
	03093	HEATER REPAIR - NEW CODY	12/27/2012	70.34	70.34	01/16/2013	
Total 200:				70.34	70.34		
ACE HARDWARE							
2390							
	247296	ICE MELT	12/07/2012	24.99	24.99	01/16/2013	
	247430	SAFETY GLOVES, TREAD TAPE	12/10/2012	23.88	23.88	01/16/2013	
	247430	SAFETY GLOVES, TREAD TAPE	12/10/2012	6.99	6.99	01/16/2013	
	247579	PUMP REPAIR	12/12/2012	4.99	4.99	01/16/2013	
	247835	SNOW SHOVELS	12/17/2012	41.98	41.98	01/16/2013	
	247988	TREAD TAPE / LOCK	12/20/2012	34.87	34.87	01/16/2013	
	248187	TOOLS	12/26/2012	17.98	17.98	01/16/2013	
	248321	SHOP SUPPLIES	12/28/2012	3.29	3.29	01/16/2013	
	248323	SIGN TRAILER REPAIRS	12/28/2012	3.79	3.79	01/16/2013	
	248329	DRAIN CLEANER	12/28/2012	23.99	23.99	01/16/2013	
	248369	MATERIALS & SUPPLIES	12/29/2012	14.47	14.47	01/16/2013	
	248404	BATTERIES - EMERGENCY LIG	12/31/2012	13.99	13.99	01/16/2013	
	248425	MESH FOR DRAINS - REC CEN	12/31/2012	7.47	7.47	01/16/2013	
	248446	WATER LINE REPAIR - SHOP	01/02/2013	4.49	4.49	01/16/2013	
	248466	NUTS & BOLTS TO HAND COAT	01/02/2013	3.30	3.30	01/16/2013	
	248485	SUPPLIES	01/02/2013	10.99	10.99	01/16/2013	
	248525	SHOP SUPPLIES	01/03/2013	7.99	7.99	01/16/2013	
	248537	SHOP SUPPLIES	01/03/2013	3.29	3.29	01/16/2013	
Total 2390:				252.74	252.74		
ACKER ELECTRIC							
270							
	028167	REPAIR THERAPY LIGHTS	11/07/2012	871.67	871.67	01/16/2013	
	28250	REPAIR LIGHTS	12/05/2012	166.91	166.91	01/16/2013	
	28250	REPAIR LIGHTS	12/05/2012	83.46	83.46	01/16/2013	
	28250	REPAIR LIGHTS	12/05/2012	83.45	83.45	01/16/2013	
Total 270:				1,205.49	1,205.49		
ADVANCED INFO SYSTEMS							
129162							
	10149	CYCLE 3 OUTSOURCE BILLS	12/28/2012	442.55	442.55	01/16/2013	
Total 129162:				442.55	442.55		
ALSCO							
126551							
	891268	TOWELS	12/24/2012	47.99	47.99	01/16/2013	
	893074	TOWELS	12/31/2012	47.60	47.60	01/16/2013	
	893522	RUGS - CITY HALL	01/01/2013	50.63	50.63	01/16/2013	
Total 126551:				146.22	146.22		
AMERICAN RED CROSS							
129201							
	10193731	ARC FEES	12/19/2012	171.00	171.00	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129201:				171.00	171.00		
AMERICAN WELDING & GAS, INC.							
128592							
	02035403	WELDING TIPS	12/14/2012	76.70	76.70	01/16/2013	
	02049044	CYLINDER RENTAL	12/31/2012	32.55	32.55	01/16/2013	
	02049045	SUPPLIES	12/31/2012	54.25	54.25	01/16/2013	
	02049046	CYLINDER RENTAL	12/31/2012	50.05	50.05	01/16/2013	
Total 128592:				213.55	213.55		
ASCAP							
127781							
	100003466220	RENEW RADIO LICENSE	01/03/2013	3.75	3.75	01/16/2013	
Total 127781:				3.75	3.75		
ASSURED FLOW SALES INC							
125067							
	8538	HYDRANT ID TAGS	12/18/2012	210.28	210.28	01/16/2013	
Total 125067:				210.28	210.28		
BARN FEED AND PET							
972							
	237746	DOG FOOD - ABBY	12/21/2012	40.15	40.15	01/16/2013	
Total 972:				40.15	40.15		
BEAR CO, INC							
1010							
	169821	TIRES	11/26/2012	500.44	500.44	01/16/2013	
	169881	TIRES	11/29/2012	800.00	800.00	01/16/2013	
	169914	TIRES	11/30/2012	410.00	410.00	01/16/2013	
	170072	RE CAP TIRES	12/10/2012	1,782.75	1,782.75	01/16/2013	
Total 1010:				3,493.19	3,493.19		
BIG HORN HORTICULTURAL SERVICE							
123189							
	232656	RIGHT OF WAY CLEARING	12/14/2012	1,623.75	1,623.75	01/16/2013	
	232656	RIGHT OF WAY CLEARING	12/14/2012	1,623.75	1,623.75	01/16/2013	
Total 123189:				3,247.50	3,247.50		
BIG HORN PAINT							
1180							
	0057015	HYDRANT PAINTING SUPPLIES	12/21/2012	20.79	20.79	01/16/2013	
Total 1180:				20.79	20.79		
BIG HORN WHOLESALE							
1210							
	5723	CLEANING SUPPLIES	12/12/2012	77.02	77.02	01/16/2013	
	5789	MATERIALS & SUPPLIES	12/18/2012	368.99	368.99	01/16/2013	
	5832	FLOOR SEALER (NICHOL MALL	12/24/2012	24.46	24.46	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1210:				470.47	470.47		
BLOEDORN LUMBER							
1590							
	899680	PLYWOOD	12/19/2012	19.99	19.99	01/16/2013	
	912752	XMAS LIGHT HOLDER FOR STO	01/02/2013	39.58	39.58	01/16/2013	
Total 1590:				59.57	59.57		
BOGARD, TIM							
129589							
	2191024	REFUND UTILITY DEPOSIT	12/31/2012	34.22	34.22	01/16/2013	
Total 129589:				34.22	34.22		
BOOT BARN, INC							
128267							
	IVC0033256	UNIFORMS	12/04/2012	9.99	9.99	01/16/2013	
Total 128267:				9.99	9.99		
BORDER STATES INDUSTRIES INC							
1420							
	905042907	TOOLS	12/21/2012	332.52	332.52	01/16/2013	
	905042988	Wire, primary 4/0 strd, jacketed, 2	12/21/2012	16,524.20	16,524.20	01/16/2013	WIRUGP4/025
	905042988	Wire, primary 1/0 strd, jacketed,25	12/21/2012	14,490.84	14,490.84	01/16/2013	WIRUGP1/025
	905078038	SUBSTATION MAINT	01/04/2013	166.15	166.15	01/16/2013	
Total 1420:				31,513.71	31,513.71		
BRAKKE, JOLENE							
126553							
	122812	REIMBURSE FOR LOG BOOK F	12/28/2012	66.09	66.09	01/16/2013	
Total 126553:				66.09	66.09		
BRESNAN COMMUNICATIONS							
123538							
	121512-SHOP	INTERNET - SHOP	12/15/2012	149.95	149.95	01/16/2013	
	122012-CH	INTERNET - CITY HALL	12/20/2012	99.95	99.95	01/16/2013	
Total 123538:				249.90	249.90		
BRUCO INC							
1550							
	308046	MATERIAL & SUPPLIES	12/21/2012	322.79	322.79	01/16/2013	
Total 1550:				322.79	322.79		
CARQUEST AUTO PARTS							
10200							
	2874-209843	REPAIR PARTS	12/03/2012	69.10	69.10	01/16/2013	
	2874-209904	SUPPLIES - EL	12/04/2012	2.05	2.05	01/16/2013	
	2874-210104	REPAIR PARTS	12/07/2012	12.40	12.40	01/16/2013	
	2874-210121	REPAIR PARTS	12/07/2012	2.78	2.78	01/16/2013	
	2874-210243	SAFETY GLASS	12/10/2012	6.86	6.86	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2874-210297	REPAIR PARTS	12/10/2012	2.42	2.42	01/16/2013	
	2874-210351	REPAIR PARTS	12/11/2012	81.93	81.93	01/16/2013	
	2874-210358	REPAIR PARTS	12/11/2012	4.40	4.40	01/16/2013	
	2874-210473	REPAIR PARTS	12/13/2012	29.99	29.99	01/16/2013	
	2874-210485	REPAIR PARTS	12/13/2012	2.62	2.62	01/16/2013	
	2874-210498	REPAIR PARTS	12/13/2012	2.62	2.62	01/16/2013	
	2874-210571	REPAIR PARTS	12/14/2012	20.57	20.57	01/16/2013	
	2874-210602	WASH BRUSH - SW	12/14/2012	12.99	12.99	01/16/2013	
	2874-210612	SHOP SUPPLIES	12/14/2012	23.45	23.45	01/16/2013	
	2874-210777	REPAIR PARTS	12/18/2012	2.78	2.78	01/16/2013	
	2874-210790	REPAIR PARTS	12/18/2012	201.98	201.98	01/16/2013	
	2874-210792	GREASE GUN COUPLER - ST	12/18/2012	11.42	11.42	01/16/2013	
	2874-210849	REPAIR PARTS	12/19/2012	2.78	2.78	01/16/2013	
	2874-210906	REPAIR PARTS	12/19/2012	7.69	7.69	01/16/2013	
	2874-210972	REPAIR PARTS	12/20/2012	49.27	49.27	01/16/2013	
	2874-210989	REPAIR PARTS	12/20/2012	31.98	31.98	01/16/2013	
	2874-211226	REPAIR PARTS	12/26/2012	78.36	78.36	01/16/2013	
	2874-211455	REPAIR PARTS	12/31/2012	2.62	2.62	01/16/2013	
	2874-211457	CREDIT REPAIR PARTS	12/31/2012	57.00-	57.00-	01/16/2013	
Total 10200:				606.06	606.06		
CAUCUTT, MARY							
129590							
	010213	RESTITUTION FORM MC-1210-0	01/02/2013	100.00	100.00	01/16/2013	
Total 129590:				100.00	100.00		
CENTURY LINK							
10091							
	121912	PHONE CHARGES	12/19/2012	660.79	660.79	01/16/2013	
Total 10091:				660.79	660.79		
CHUCKS LAWN CARE							
125081							
	122112-STMT	SNOW REMOVAL 11-25-12 TO 1	12/21/2012	200.00	200.00	01/16/2013	
Total 125081:				200.00	200.00		
CITY OF CODY							
2261							
	123112	UTILITIES	12/31/2012	110.70	110.70	01/16/2013	
	123112	UTILITIES	12/31/2012	210.00	210.00	01/16/2013	
	123112	UTILITIES	12/31/2012	818.42	818.42	01/16/2013	
	123112	UTILITIES	12/31/2012	52.99	52.99	01/16/2013	
	123112	UTILITIES	12/31/2012	450.05	450.05	01/16/2013	
	123112	UTILITIES	12/31/2012	267.55	267.55	01/16/2013	
Total 2261:				1,909.71	1,909.71		
CODY CAB							
129079							
	010413	TIPSY TAXI VOUCHERS (11-12)	01/04/2013	56.00	56.00	01/16/2013	
	010413	TIPSY TAXI VOUCHERS (12-13)	01/04/2013	161.00	161.00	01/16/2013	
	123112	TIPSY TAXI VOUCHERS (11-12)	12/31/2012	14.00	14.00	01/16/2013	
	123112	TIPSY TAXI VOUCHERS (12-13)	12/31/2012	70.00	70.00	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129079:				301.00	301.00		
CODY ENTERPRISE							
2590							
	123112	ADVERTISING	12/31/2012	3,725.10	3,725.10	01/16/2013	
Total 2590:				3,725.10	3,725.10		
CODY WINNELSON COMPANY							
2850							
	123608-00	ADAPTER / PLUG	12/14/2012	9.16	9.16	01/16/2013	
	123615-00	REPLACE BROKEN TOILET LID	12/17/2012	98.28	98.28	01/16/2013	
Total 2850:				107.44	107.44		
CRUM ELECTRIC							
3300							
	1404663-00	SUPPLIES	12/26/2012	42.05	42.05	01/16/2013	
	1404727-00	MATERIAL & SUPPLIES	12/27/2012	15.62	15.62	01/16/2013	
	1405435-00	SUPPLIES	01/02/2013	58.92	58.92	01/16/2013	
	1405868-00	NEW SERVICES	01/03/2013	88.68	88.68	01/16/2013	
Total 3300:				205.27	205.27		
DANKELMAN, JOE							
129591							
	121012	REFUND UTILITY DEPOSIT	12/10/2012	60.53	60.53	01/16/2013	
Total 129591:				60.53	60.53		
DASH MEDICAL GLOVES							
127577							
	CRM0003240	CREDIT FOR GLOVES	12/18/2012	74.90-	.00		
Total 127577:				74.90-	.00		
DIVISION OF VICTIM'S SERVICES							
124470							
	010213	CRIME VICTIM'S COMP - DEC 2	01/02/2013	728.75	728.75	01/16/2013	
Total 124470:				728.75	728.75		
ENERGY WEST							
2630							
	122412	UTILITIES	12/24/2012	737.94	737.94	01/16/2013	
	122412	UTILITIES	12/24/2012	142.00	142.00	01/16/2013	
Total 2630:				879.94	879.94		
ENGINEERING ASSOCIATES							
4140							
	3212035	STAMPEDE GROUNDS COMMU	12/17/2012	8,149.55	8,149.55	01/16/2013	
Total 4140:				8,149.55	8,149.55		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
FARM PLAN CORPORATION							
4210							
	1009247	SNOW BLOWER	12/19/2012	2,100.00	2,100.00	01/16/2013	
	1013912	BRUSH FOR PARK SWEEPER	12/27/2012	557.54	557.54	01/16/2013	
Total 4210:				2,657.54	2,657.54		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY45088	BATTERY FOR DRILL	12/14/2012	92.89	92.89	01/16/2013	
	WYCDY45091	TAPPING SCREWS - SIGN TRAI	12/14/2012	4.91	4.91	01/16/2013	
	WYCDY45104	NUTS & BOLTS - SIGN TRAILER	12/17/2012	12.87	12.87	01/16/2013	
	WYCDY45176	BEAM CLAMPS FOR REC CENT	12/21/2012	3.09	3.09	01/16/2013	
	WYDCY45119	TOOLS	12/18/2012	217.01	217.01	01/16/2013	
Total 126018:				330.77	330.77		
FERGUSON WATERWORKS							
127653							
	0571120	3/4" DUAL CHECK VALVES	12/19/2012	758.08	758.08	01/16/2013	
Total 127653:				758.08	758.08		
FOOD SERVICE OF AMERICA							
123727							
	4343679	COFFEE - REC CENTER	12/19/2012	66.25	66.25	01/16/2013	
	4343679	FUEL SURCHARGE	12/19/2012	7.00	7.00	01/16/2013	
Total 123727:				73.25	73.25		
GEORGE T. SANDERS COMPANY							
128246							
	2886731-00	8" CL X PL ADAPTER	12/14/2012	44.66	44.66	01/16/2013	1005-WW
	2893454-00	WATER LINE REPAIR - WASH B	01/02/2013	16.50	16.50	01/16/2013	
Total 128246:				61.16	61.16		
HARRIS TRUCKING & CONST. CO							
4780							
	123133	JERSEY BARRIERS	12/18/2012	4,200.00	4,200.00	01/16/2013	
Total 4780:				4,200.00	4,200.00		
HART, BRANDON							
129600							
	11180025	REFUND UTILITY DEPOSIT	12/28/2012	200.00	200.00	01/16/2013	
Total 129600:				200.00	200.00		
I STATE TRUCK CENTER							
126019							
	C251120484:0	LATCH ASSEMBLY, LAMP	11/27/2012	196.78	196.78	01/16/2013	
Total 126019:				196.78	196.78		
ICMA RETIREMENT-457-#303143							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
5170							
	709613	Contributions	01/04/2013	4,930.85	4,930.85	01/04/2013	
Total 5170:				4,930.85	4,930.85		
JENSEN PLUMBING							
129455							
	6094	CLEAN DRAIN - REC CENTER	12/31/2012	130.00	130.00	01/16/2013	
Total 129455:				130.00	130.00		
KEEGAN & WINSLOW LAW FIRM							
126040							
	123012	PROFESSIONAL FEES	12/30/2012	117.00	117.00	01/16/2013	
Total 126040:				117.00	117.00		
KENCO SECURITY & TECHNOLOGY							
9029							
	1010004	SECURITY MONITORING - LAB	01/01/2013	79.50	79.50	01/16/2013	
	1010005	SECURITY MONITORING - SHO	01/01/2013	94.50	94.50	01/16/2013	
Total 9029:				174.00	174.00		
KOONS, JOHN H							
129498							
	010213	RESTITUTION FROM MC-1205-0	01/02/2013	250.00	250.00	01/16/2013	
Total 129498:				250.00	250.00		
KUNOLD, SANDRA							
129593							
	7183032	REFUND UTILITY DEPOSIT	12/27/2012	31.26	31.26	01/16/2013	
Total 129593:				31.26	31.26		
LAFOLLETTE, TRISHA							
129217							
	010213	RESTITUTION FROM MC-1101-0	01/02/2013	125.00	125.00	01/16/2013	
Total 129217:				125.00	125.00		
LEGEND COMMUNICATIONS OF WY							
127743							
	123112	ADVERTISING	12/31/2012	340.00	340.00	01/16/2013	
Total 127743:				340.00	340.00		
LINCOLN COMMERCIAL POOL EQUIP							
125750							
	SI203120	REPAIR BRUSH	12/07/2012	101.26	101.26	01/16/2013	
Total 125750:				101.26	101.26		
LONG BUILDING TECH INC							
125191							
	SRVCE006063	BOILER REPAIR - AUDITORIUM	12/20/2012	105.00	105.00	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	SRVCE006065	REPAIR OVEN - AUDITORIUM	12/20/2012	105.00	105.00	01/16/2013	
Total 125191:				210.00	210.00		
MARQUIS AWARDS							
6300							
	22821	YEARS OF SERVICE AWARDS	12/31/2012	484.75	484.75	01/16/2013	
Total 6300:				484.75	484.75		
MICRO-COMM. INC.							
6635							
	0035400-IN	TRANSDUCER - W LIFT STATIO	12/20/2012	798.75	798.75	01/16/2013	
Total 6635:				798.75	798.75		
MOTOR PARTS INC							
6820							
	543202	REPAIR PARTS	12/05/2012	157.19	157.19	01/16/2013	
	543659	SHOP SUPPLIES	12/10/2012	8.43	8.43	01/16/2013	
	544147	REPAIR PARTS	12/14/2012	2.46	2.46	01/16/2013	
	544292	SHOP SUPPLIES	12/17/2012	5.62	5.62	01/16/2013	
	544368	REPAIR PARTS	12/18/2012	343.56	343.56	01/16/2013	
	545064	REPAIR PARTS	12/27/2012	9.77	9.77	01/16/2013	
	545088	CREDIT - REPAIR PARTS	12/27/2012	1.28-	1.28-	01/16/2013	
	545267	CREDIT - REPAIR PARTS	12/31/2012	50.00-	50.00-	01/16/2013	
Total 6820:				475.75	475.75		
MOUNTAIN WEST INC							
6930							
	023661	UNIFORMS	12/18/2012	16.25	16.25	01/16/2013	
	023662	UNIFORMS C07	12/18/2012	29.90	29.90	01/16/2013	
	023663	UNIFORM EMBROIDERY	12/18/2012	5.95	5.95	01/16/2013	
	023665	UNIFORM EMBROIDERY	12/18/2012	43.20	43.20	01/16/2013	
Total 6930:				95.30	95.30		
MURCHISON, REID							
129594							
	2196016	REFUND CREDIT BALANCE	12/26/2012	165.73	165.73	01/16/2013	
Total 129594:				165.73	165.73		
NAT'L SOCIETY OF PROF ENGINEERS							
7030							
	423332	NSPE MEMBERSHIP - STEVE P	12/31/2012	198.00	198.00	01/16/2013	
Total 7030:				198.00	198.00		
NORCO, INC.							
128948							
	10799074	CO2	12/28/2012	105.24	105.24	01/16/2013	
	10799075	WELDING WIRE	12/28/2012	88.03	88.03	01/16/2013	
	10799076	CO2	12/28/2012	89.74	89.74	01/16/2013	
	10824589	SUPPLIES	12/31/2012	97.65	97.65	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128948:				380.66	380.66		
NORMONT EQUIPMENT COMPANY							
7315							
	2212074	GRADER BLADES	12/15/2012	561.60	561.60	01/16/2013	
Total 7315:				561.60	561.60		
NORTHWEST PIPE							
7400							
	111226-2	HYDRANT REPAIR PARTS	12/19/2012	83.28	83.28	01/16/2013	
	160280-1	FIRE HYDRANT PARTS	12/17/2012	661.02	661.02	01/16/2013	
	165586	3/4" CC x Comp corp stop	12/17/2012	477.72	477.72	01/16/2013	1111-W
Total 7400:				1,222.02	1,222.02		
OFFICE SHOP, THE							
7440							
	13064	COPIER - PD	12/13/2012	488.38	488.38	01/16/2013	
	13065	COPIER - SHOP	12/13/2012	34.24	34.24	01/16/2013	
	13065	COPIER - SHOP	12/13/2012	34.24	34.24	01/16/2013	
	13065	COPIER - SHOP	12/13/2012	34.23	34.23	01/16/2013	
	13065	COPIER - SHOP	12/13/2012	34.24	34.24	01/16/2013	
	13065	COPIER - SHOP	12/13/2012	34.24	34.24	01/16/2013	
	13065	COPIER - SHOP	12/13/2012	34.24	34.24	01/16/2013	
	13066	COPIER - REC CENTER	12/13/2012	885.30	885.30	01/16/2013	
	13066	COPIER - REC CENTER	12/13/2012	885.30	885.30	01/16/2013	
	13069	COPIER - ENGINEERING	12/13/2012	204.86	204.86	01/16/2013	
Total 7440:				2,669.27	2,669.27		
OPTIMUM							
129339							
	010713-REC	INTERNET - REC CENTER	01/07/2013	161.60	161.60	01/16/2013	
Total 129339:				161.60	161.60		
OVERFIELD, CAMERON							
129599							
	17974511	REFUND UTILITY DEPOSIT	01/04/2012	71.25	71.25	01/16/2013	
Total 129599:				71.25	71.25		
PARDUBA, RON							
127550							
	121812	REIMBURSE FOR DRY CLEANI	12/18/2012	12.45	12.45	01/16/2013	
Total 127550:				12.45	12.45		
PARK COUNTY							
7670							
	912	LEC CONTRACT	12/24/2012	15,527.95	15,527.95	01/16/2013	
	912	LEC UTILITIES	12/24/2012	774.60	774.60	01/16/2013	
Total 7670:				16,302.55	16,302.55		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
PARK COUNTY ANIMAL SHELTER							
5120							
	010113	ANIMAL SERVICE CONTRACT	01/01/2013	3,750.00	3,750.00	01/16/2013	
Total 5120:				3,750.00	3,750.00		
PARK COUNTY LANDFILL							
129053							
	123112	LANDFILL CHARGES	12/31/2012	54,890.00	54,890.00	01/16/2013	
Total 129053:				54,890.00	54,890.00		
PARK COUNTY PUBLIC HEALTH							
7720							
	1018	FLU VACCINATIONS	12/20/2012	80.00	80.00	01/16/2013	
Total 7720:				80.00	80.00		
PARK COUNTY PUBLIC HEALTH POWELL							
129596							
	2312	FLU VACCINATIONS	12/13/2012	60.00	60.00	01/16/2013	
Total 129596:				60.00	60.00		
PINNACLE BANK							
7936							
	039417	GINGERBREAD HOUSE CONTE	12/20/2012	145.00	145.00	01/16/2013	
Total 7936:				145.00	145.00		
PLAN ONE ARCHITECTS							
7980							
	12/15/12 - 2	SANITATION BUILDING	12/15/2012	7,450.00	7,450.00	01/16/2013	
Total 7980:				7,450.00	7,450.00		
PRO-BUILD							
128149							
	943453	SCREWS	12/19/2012	5.99	5.99	01/16/2013	
	943895	SHOP SUPPLIES	12/28/2012	5.99	5.99	01/16/2013	
	944020	STORAGE FOR XMAS LIGHTS	01/02/2013	5.79	5.79	01/16/2013	
Total 128149:				17.77	17.77		
PUBLIC SURPLUS							
129043							
	123112	AUCTION FEES	12/31/2012	124.74	124.74	01/16/2013	
Total 129043:				124.74	124.74		
ROCKY MOUNTAIN POWER							
7570							
	122612	UTILITIES	12/26/2012	48.74	48.74	01/16/2013	
	122612	UTILITIES	12/26/2012	491.63	491.63	01/16/2013	
	122612	UTILITIES	12/26/2012	515.36	515.36	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7570:				1,055.73	1,055.73		
RODGERS, LYNN							
129598							
	6040026	REFUND UTILITY DEPOSIT	12/31/2012	69.34	69.34	01/16/2013	
Total 129598:				69.34	69.34		
RON'S EXXON							
8760							
	0161375	FORKLIFT PROPANE	12/14/2012	19.77	19.77	01/16/2013	
Total 8760:				19.77	19.77		
SCOTT RICHARD LLC							
129597							
	2244024	REFUND UTILITY DEPOSIT	01/04/2013	58.06	58.06	01/16/2013	
Total 129597:				58.06	58.06		
SESAC							
129103							
	3595994	RADIO LICENSE / ANNUAL	01/01/2013	327.00	327.00	01/16/2013	
Total 129103:				327.00	327.00		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	123112	SMP WATER PURCHASE - DEC	12/31/2012	96,149.86	96,149.86	01/16/2013	
Total 9130:				96,149.86	96,149.86		
SHOSHONE OFFICE SUPPLY							
9140							
	0093307	OFFICE SUPPLIES	01/02/2013	20.54	.00		
	0093309	SUPPLIES	01/02/2012	4.38	.00		
	0093479	SUPPLIES	12/27/2012	20.77	.00		
	0093651	OFFICE SUPPLIES	01/02/2013	9.20	.00		
	92734	TONER - CREDIT (DUPLICATE	12/19/2012	123.99-	.00		
Total 9140:				69.10-	.00		
SKINNER, TONYA							
123304							
	010213	VOLLEYBALL REFEREE	01/02/2013	25.00	25.00	01/16/2013	
Total 123304:				25.00	25.00		
SOLBERG, ROSELLA							
129592							
	14402025	REFUND UTILITY DEPOSIT	12/31/2012	150.13	150.13	01/16/2013	
Total 129592:				150.13	150.13		
SOUTHWESTERN EQUIPMENT							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
9422							
	027426	PROXY SWITCH - SANITATION	12/12/2012	64.98	64.98	01/16/2013	
Total 9422:				64.98	64.98		
SPRADLEY BARR MOTORS INC							
129523							
	010713	RETURN BID BOND 2012-13	01/07/2013	2,199.65	2,199.65	01/16/2013	
	32481	POLICE CAR (MINUS TRADE)	12/26/2012	20,190.00	20,190.00	01/16/2013	
	34282	POLICE CAR	12/26/2012	23,695.00	23,695.00	01/16/2013	
Total 129523:				46,084.65	46,084.65		
STARTIN, TOBY							
126667							
	010213	MILEAGE REIMBURSEMENT	01/02/2013	11.10	11.10	01/16/2013	
Total 126667:				11.10	11.10		
STERLING CODIFIERS							
128669							
	13059	SUPPLEMENT #8	12/21/2012	87.00	87.00	01/16/2013	
	13469	HOSTING WEBSITE	01/01/2013	500.00	500.00	01/16/2013	
Total 128669:				587.00	587.00		
STROH'S INDUSTRIAL LUBRICATION							
9630							
	1860	KEG OF GREASE	12/18/2012	691.00	691.00	01/16/2013	
Total 9630:				691.00	691.00		
STROUPE PEST CONTROL CO							
9635							
	010213-CH	PEST CONTROL - CITY HALL	01/02/2013	60.00	60.00	01/16/2013	
	010213-EL	PEST CONTROL - EL SHOP	01/02/2013	55.00	55.00	01/16/2013	
	010213-SHOP	PEST CONTROL - SHOP	01/02/2013	83.00	83.00	01/16/2013	
Total 9635:				198.00	198.00		
SWANSON, LORI							
128003							
	13228017	REFUND CREDIT BALANCE ON	12/26/2012	186.02	186.02	01/16/2013	
Total 128003:				186.02	186.02		
THE UPS STORE							
6240							
	6389	COMMUNITY HERO AWARD - K	12/20/2012	70.55	70.55	01/16/2013	
	6839	EVIDENCE SHIPPING	01/02/2013	19.26	19.26	01/16/2013	
Total 6240:				89.81	89.81		
TITAN ACCESS							
128471							
	1C14212	GLASS REPAIR G09	12/19/2012	387.74	387.74	01/16/2013	
	1C14241	SIDE GLASS - G09	12/26/2012	106.50	106.50	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	QR00892	SEWER CAMERA REPAIRS	12/20/2012	1,468.81	1,468.81	01/16/2013	
Total 128471:				1,963.05	1,963.05		
TRACTOR & EQUIPMENT CO							
9930							
	SGCS-008397	FREIGHT	07/20/2012	32.77	32.77	01/16/2013	
Total 9930:				32.77	32.77		
TRIPLE L SALES							
9980							
	I-24901	GALVANIZED FITTINGS	11/19/2012	9.00	9.00	01/16/2013	
Total 9980:				9.00	9.00		
U S POST OFFICE							
10050							
	010113	BOX RENTAL (PO 2200)	01/01/2013	210.00	210.00	01/16/2013	
Total 10050:				210.00	210.00		
V-1 PROPANE							
10180							
	854691	PROPANE - FORKLIFT	11/05/2012	40.95	40.95	01/16/2013	
	854788	PROPANE - RECYCLE CENTER	11/15/2012	22.10	22.10	01/16/2013	
	854812	PROPANE - FORKLIFT	11/19/2012	21.77	21.77	01/16/2013	
	854844	PROPANE - FORKLIFT	11/23/2012	23.42	23.42	01/16/2013	
	854936	PROPANE - FORKLIFT	12/10/2012	21.77	21.77	01/16/2013	
	855017	PROPANE - FORKLIFT	12/21/2012	22.76	22.76	01/16/2013	
Total 10180:				152.77	152.77		
VERIZON							
124442							
	1148348481	CELL PHONE SERVICE	12/20/2012	1,549.45	1,549.45	01/16/2013	
	1148348481	POLICE WIRELESS DEVICES	12/20/2012	90.06	90.06	01/16/2013	
Total 124442:				1,639.51	1,639.51		
VISA							
10280							
	DEC 2700	UNIFORMS - PD	12/31/2012	72.95	72.95	01/16/2013	
	DEC 3444	MEETING EXPENSE - MAYOR	12/31/2012	26.31	26.31	01/16/2013	
	DEC 3444	MEETING EXPENSE - MAYOR	12/31/2012	43.77	43.77	01/16/2013	
	DEC 7438	UNIFORMS - PD	12/31/2012	265.91	265.91	01/16/2013	
	DEC 7438	UNIFORMS - PD	12/31/2012	112.01	112.01	01/16/2013	
	DEC 8377	LEGISLATIVE DINNER	12/31/2012	654.27	654.27	01/16/2013	
	DEC 8393	SAFETY SUPPLIES - EL	12/31/2012	43.38	43.38	01/16/2013	
	DEC 8401	PROFESSIONAL LICENSE REN	12/31/2012	90.00	90.00	01/16/2013	
	DEC 8419	REC CENTER PROGRAMS	12/31/2012	11.44	11.44	01/16/2013	
	DEC 8419	REC CENTER PROGRAMS	12/31/2012	26.18	26.18	01/16/2013	
	DEC 8419	UNIFORMS - PARKS	12/31/2012	54.03	54.03	01/16/2013	
	DEC 8419	BATTERIES FOR BIKE - REC CE	12/31/2012	19.99	19.99	01/16/2013	
	DEC 8419	AQUATICS PROGRAM	12/31/2012	112.45	112.45	01/16/2013	
	DEC 8419	AQUATICS - MAINT	12/31/2012	118.50	118.50	01/16/2013	
	DEC 8419	CREDIT - UNIFORMS - PARKS	12/31/2012	8.91-	8.91-	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	DEC 8419	CREDIT - UNIFORMS - PARKS	12/31/2012	2.08-	2.08-	01/16/2013	
	DEC 8419	REC CENTER PROGRAMS	12/31/2012	14.74	14.74	01/16/2013	
	DEC 8419	ZUMBA - REC CENTER	12/31/2012	30.00	30.00	01/16/2013	
	DEC 8450	HAZARDOUS DEVICES SCHOO	12/31/2012	3,982.33	3,982.33	01/16/2013	
	DEC 8824	TRAVEL EXPENSE - K VILES	12/31/2012	9.32	9.32	01/16/2013	
	DEC 9433	TRAVEL EXPENSE - REC CENT	12/31/2012	438.21	438.21	01/16/2013	
	DEC 9433	TRAVEL EXPENSE - AQUATICS	12/31/2012	438.22	438.22	01/16/2013	
	DEC 9433	SAFETY SUPPLIES - REC	12/31/2012	54.27	54.27	01/16/2013	
	DEC 9433	MEETING EXPENSE - REC	12/31/2012	47.94	47.94	01/16/2013	
	DEC 9433	OFFICE SUPPLIES - REC	12/31/2012	149.40	149.40	01/16/2013	
	DEC 9433	OFFICE SUPPLIES - REC	12/31/2012	36.51	36.51	01/16/2013	
	DEC 9433	AQUATICS PROGRAM	12/31/2012	350.28	350.28	01/16/2013	
Total 10280:				7,191.42	7,191.42		
WAL MART COMMUNITY BRC							
10330							
	00104	TINY TOTS	12/26/2012	30.58	30.58	01/16/2013	
	05829	OFFICE / SQUAD ROOM SUPPL	12/20/2012	63.19	63.19	01/16/2013	
Total 10330:				93.77	93.77		
WATCO POOLS							
10370							
	15431	POOL CHEMICALS	12/18/2012	75.88	75.88	01/16/2013	
	15442	REPAIR C02 FEEDER	12/27/2012	525.44	525.44	01/16/2013	
Total 10370:				601.32	601.32		
WATERWORKS INDUSTRIES							
10400							
	118251-00	FITTINGS	11/19/2012	38.31	38.31	01/16/2013	
Total 10400:				38.31	38.31		
WEBSTER MOTORS, INC							
10460							
	010113	RETURN BID BOND 2012-14	01/01/2013	1,323.40	1,323.40	01/16/2013	
	9329	GAS CAP B09	12/31/2012	14.48	14.48	01/16/2013	
Total 10460:				1,337.88	1,337.88		
WESTERN PATHOLOGY CONSULTING							
10570							
	CP 1713	RANDOM TESTING - PD	12/31/2012	90.00	90.00	01/16/2013	
	CP 1713	RANDOM TESTING - EL	12/31/2012	36.00	36.00	01/16/2013	
	CP 1713	RANDOM TESTING - STREETS	12/31/2012	36.00	36.00	01/16/2013	
	CP 1713	RANDOM TESTING - SHOP	12/31/2012	9.00	9.00	01/16/2013	
	CP 1713	RANDOM TESTING - SANITATI	12/31/2012	36.00	36.00	01/16/2013	
	CP 1713	RANDOM TESTING - WATER	12/31/2012	22.50	22.50	01/16/2013	
	CP 1713	RANDOM TESTING -WASTE W	12/31/2012	13.50	13.50	01/16/2013	
	CP 1713	RANDOM TESTING - REC	12/31/2012	18.00	18.00	01/16/2013	
Total 10570:				261.00	261.00		
WESTERN UNITED ELECTRIC SUPPLY							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
10605							
	4031066	SAFETY SUPPLIES	12/17/2012	347.64	347.64	01/16/2013	
	4031498	SYSTEM MAINTENANCE	12/31/2012	540.30	540.30	01/16/2013	
Total 10605:				887.94	887.94		
WOMACK MACHINE SUPPLY CO.							
128944							
	0107086	fitting, hose	12/03/2012	66.96	66.96	01/16/2013	HYD. 10643-20-20
	0107086	fitting, hyd.	12/03/2012	33.60	33.60	01/16/2013	HYD. 10643-16-16
Total 128944:				100.56	100.56		
WOODWARD TRACTOR CO							
10660							
	81376	EQUIPMENT RENTAL	12/03/2012	758.50	758.50	01/16/2013	
	81494	METER DEPT BLOWER REPAIR	12/10/2012	21.02	21.02	01/16/2013	
	81547-1	BACKHOE TEETH	12/31/2012	92.22	92.22	01/16/2013	
	81713	SHOP SUPPLIES	01/02/2013	15.98	15.98	01/16/2013	
Total 10660:				887.72	887.72		
WYO DEPT OF AG. - EIMP GRANT							
127713							
	122612	MOSQUITO GRANT REFUND	12/26/2012	1,479.32	1,479.32	01/16/2013	
Total 127713:				1,479.32	1,479.32		
WYOMING DEPARTMENT OF REVENUE							
129041							
	122612	AUCTION SALES TAXES	12/26/2012	7.88	7.88	01/16/2013	
Total 129041:				7.88	7.88		
WYOMING DEPT OF AGRICULTURE							
123502							
	501 1	FOOD LICENSE - CLUB ROOM	01/01/2013	50.00	50.00	01/16/2013	
Total 123502:				50.00	50.00		
WYOMING LAW ENFORCEMENT ACADEMY							
10900							
	U-7889	ARMORER COURSE C22	11/30/2012	50.00	50.00	01/16/2013	
Total 10900:				50.00	50.00		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	123112	POWER PURCHASE - DEC 2012	12/31/2012	713,776.68	713,776.68	01/16/2013	
Total 10920:				713,776.68	713,776.68		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	010113	JANUARY FUNDING 2013	01/01/2013	13,975.66	13,975.66	01/16/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 11150:				13,975.66	13,975.66		
Grand Totals:				1,055,252.58	1,055,396.58		

Payroll $22,201.00 $1,275,598.57

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

MEETING DATE: JANUARY 15, 2013

DEPARTMENT: PARKS, RECREATION, AND PUBLIC FACILITIES
PREPARED BY: JENNI PHILLIPS
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Pool Grout Replacement

ACTION TO BE TAKEN:
Request that City Council authorizes the Mayor to enter into a professional service contract in the amount of $34,657 with Ceramic Designs Midwest, Inc. Rapid City, South Dakota to replace grout in all four pools.

Request that City Council authorizes the Mayor to enter into a professional service contract with Rain for Rent in the amount of $3621.87. The amount will be paid for from Direct Distribution funds. (Budget Resolution 2013-01 approved at the January 3, 2013 meeting.)

SUMMARY OF INFORMATION:
All four pools, therapy, main, leisure and the spa need to be re-grouted. All pools have the original grout and tile system that was installed when the facility opened 12 years ago. The grout in the pools has been slowly eaten away by the pool chemicals and harsh environment. Staff has applied spot grouting where it has been needed over the last few years. The grout that we apply doesn't last very long. We have been unable to shut pools down for the amount of time it would take for the grout to properly cure. We also do not have the training or the resources necessary to apply the amount of grout that is required in each pool.

A request for qualifications (RFQ) was issued seeking contractors for the project; there were eleven companies that received RFQ packets. Five were from Cody, two from Powell, and four from outside Wyoming. The RFQ described that we are seeking professionals who have the ability and skill to complete the project during the time frame identified. We received one proposal from Ceramic Designs Midwest, Inc., out of Rapid City, South Dakota. George Martina is the owner and has 35 years' experience. This is the same company that originally installed the tile and grout system in 2002.

In preparation for Ceramic Designs, aquatic staff would need to drain all pools in one day, and remove any existing equipment within the pools. A large trash pump is needed to pump the water out of the pools and down the street to the Park County ponds. Hoses must be run the entire distance between the pools and the ponds due to freezing temperatures in February. The water from the pools will be discharged directly into the county ponds and will drain into the City's storm drainage system. Permission is granted from Dennis Spargur, who is the Buildings & Grounds Superintendent for Park County.

The scope of draining work includes: Delivery of all necessary hoses and the pump. City staff will set-up pumps and hoses, use the pump to dewater all of the pools and removal of all the equipment. Rain for Rent will pick

AGENDA ITEM NO. _____

equipment up when the work is completed. We do not have equipment to pick up and deliver pump and piping.

FISCAL IMPACT

The pool grout replacement is a budgeted project. The additional cost of renting equipment to drain the pool was unanticipated at the time of putting the budget request together. This project will be paid for out of the 2012/13 Direct Distribution account, 38-650-5554 # 17 and has $34, 657 for new grout on all four pools.

Grout installation Procedures--	$34,657
Pool Draining--	$3,622

Total Project Cost--$38,279

ALTERNATIVES

Do not complete the project and continue to patch it when necessary.

AGENDA & SUMMARY REPORT TO:

Jenni Phillips, Aquatics Supervisor

AGENDA ITEM NO. _____

PROPOSAL

ATTN: JENNY PHILLIPS

"Since 1977"
P.O. Box 9597
Rapid City SD 57709

CERAMICDESIGNS
Midwest, Inc.

Phone (605) 342-5543
Fax (605) 341-2386

Proposal Submitted To:		Phone: 307-587-2565 Fax: 307-527-3483	Date: 3/5/2012
Street:		Job Name: PAUL STOCK AQUATIC CENTER	
City, State and Zip Code:		Job Location: CODY ,WY	
Architect:	Date of Plans:		Job Phone:

We hereby submit specifications and estimates for:

CLEANING AND REGROUTING OF THE LAP POOL, THERAPY POOL , AND SPA & LEISURE

FURNISH ALL MATERIALS FOR THOROUGH CLEANING AS REQUIRED

FURNISH WHITE UNSANDED GROUT AS MANUFACTURED BY TEC OR MAPEI WITH LATEX ADDITIVE

WORK WILL TAKE APPROXIMATELY 17 DAYS: FEBRUARY 26TH THRU MARCH 29TH

SALES TAX INCLUDED · ~~NOTE~~ Ex-empt please Remove

FOR BUDGET PURPOSES ONLY

LAP POOL.....$17,960.00

THERAPY POOL.....$2,898.00

SPA & LEISURE.....$13,799.00

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:
THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY SEVEN.....$34,657.00 — Not to Exceed

Payment to be made as follows:
PER MONTHLY BILLING

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

George Martina

Custom Estimate Developed Especially for:

Jenni Phillips
City Of Cody
920 13th Street
Cody, WY 82414
Phone: 307-527-3483 Ext.
Fax:

HMarxer@rainforrent.com

Heather

Email to

DRAFT

11/13 Review & Comments from City Attorney
- waiting on Rain for Rent

Prepared on 11/21/2012 by:

Clayton Carson
Cell: 406-697-2460
1111 Monad Rd
Billings, MT 59101
Phone: 406-259-7216
Fax: 406-259-7251

[Bakersfield

Justice or

www.rainforrent.com

All estimates are Time and Materials unless stated otherwise in the Scope of Work section of this document.

Estimate 10-082-494776 Confidentiality Notice: This quotation and any associated document(s) are privileged and condifidential, and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at rlake@rainforrent.com or by telephone at 661-387-6173. Thank you.

Rain for Rent

Montana

Rental Estimate

www.rainforrent.com

1111 Monad Rd
Billings, MT 59101
Phone: 406-259-7216
Fax: 406-259-7251

Estimate Number: 10-082-494776
Prepared By: Clayton Carson

Customer: City Of Cody
Customer ID: 820178
Address: 920 13th Street
City/State: Cody, WY 82414
Contact: Jenni Phillips
Office: 307-527-3483 Ext.
Fax:

Job Description:
City of Cody Pool Dewatering

Location:
1402 Heart Mt St, Cody, Wy

Rental Sub Total: $2,315.03

Sub Total: $2,315.03

*The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application, Invoice and this estimate contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made In writing and signed by a Rain For Rent Corporate Officer.
*Payment terms are net 30 days from invoice date. A 1.5%month late charge will be made on any past due invoices.
*Estimate is valid for 30 days and is subject to credit approval.
*Availability subject to change without notice.
*This is a Time & Material estimate. Customer will be invoiced actual time and equipment usage.

Est. Delivery Hauling	$653.42
Est. Pick-up Hauling	$653.42
Est. Install Labor	$0.00
Est. Removal Labor	$0.00
Est. Services	$0.00
Est. Air Quality Fee	$0.00
Est. Rev Air Quality Fee	-$0.00
Est. Enviro Recovery Fee	$0.00
Est. Rev Enviro Recovery Fee	-$0.00

(Does Not Include Sales Tax)

Estimate Total: $3,621.87

Not to Exceed

Date Prepared: 11/21/2012

Valid Until: 12/21/2012

Customer

Date

Revision 2

By signing this estimate, customer represents that customer has read and agreed to all terms of this estimate, including those on Terms & Conditions page and those on the Scope of Work page (if applicable).

Estimate 10-082-494776 Confidentiality Notice: This quotation and any associated document(s) are privileged and condifidential, and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at rlake@rainforrent.com or by telephone at 661-387-6173. Thank you.

Rain for Rent

Montana

Rental Estimate

www.rainforrent.com

1111 Monad Rd
Billings, MT 59101
Phone: 406-259-7216
Fax: 406-259-7251

Estimate Number: 10-082-494776

Application: dewatering Materials: pool water Flow: 1000GPM Suction Lift: 9 Friction Loss: 28ft Static Head: 9

*Rain for Rent Cycle = 28 Days.
This estimate has not been flagged as PREVAILING WAGE.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 Day	+811012	PUMP-TRASH DV100C TRLR	$194.02	$0.00	$0.00	$194.02
5	Each	1 Day	722878	HOSE HD TANK TRK CAM 6x25 75#	$159.86	$0.00	$0.00	$799.30
20	Jnt	1 Day	951641	PIPE HDPE BAUER 06x40 SDR17	$19.95	$0.00	$0.00	$399.00
3	Jnt	1 Day	951621	PIPE HDPE BAUER 06x20 SDR17	$13.65	$0.00	$0.00	$40.95
1	Each	1 Day	722101	SCREEN SUCTION DV100 xWIE	$25.36	$0.00	$0.00	$25.36
2	Each	1 Day	725084	VALVE BFLY 6 GRV END GO 300	$23.15	$0.00	$0.00	$46.30
4	Each	1 Day	729954	ADAPT CAM AL FLGxMA 6	$14.70	$0.00	$0.00	$58.80
2	Each	1 Day	729821	ROAD CROSSING W/ANGLE 12"x12' and adapters	$375.65	$0.00	$0.00	$751.30

Rental Sub Total: $2,315.03

Sub Total: $2,315.03

Estimate 10-082-494776 Confidentiality Notice: This quotation and any associated document(s) are privileged and condifidential, and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at rlake@rainforrent.com or by telephone at 661-387-6173. Thank you.

Rain for Rent

Montana

Rental Estimate

www.rainforrent.com

1111 Monad Rd
Billings, MT 59101
Phone: 406-259-7216
Fax: 406-259-7251

Estimate Number: 10-082-494776

OPTIONAL PRODUCTS

Optional Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 Day	+670530	SPILLGUARD-6'x10'x8"	$18.97	$0.00	$0.00	$18.97
2	Each	1 Day	740697	SPILLGUARD BRIDGE- 4"- 6" HO	$3.15	$0.00	$0.00	$6.30
1	Each	1 Day	724622	SOLID GROUND TRACTION MATS	$4.00	$0.00	$0.00	$4.00

Rental Sub Total: $29.27

Optional Total: $29.27

Estimate 10-082-494776 Confidentiality Notice: This quotation and any associated document(s) are privileged and condifidential, and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at rlake@rainforrent.com or by telephone at 661-387-6173. Thank you.

Rain for Rent

Montana

www.rainforrent.com

1111 Monad Rd
Billings, MT 59101
Phone: 406-259-7216
Fax: 406-259-7251

Estimate Number: 10-082-494776

Scope of Work
This is an estimate only. Billing will be time and material.

Services:
Winch Truck with Driver: $105 / hr + Fuel Surcharge

Background
The City of Cody requires a pump to dewater the pools at the aquatic center. They need to pump the pool as quickly as possible. The total volume to be pumped is estimated at 244,000 gallons.

Scope
Rain For Rent suggests using a DV100C pump with 6" suction and discharge pipe. The target volume is 1000GPM.

References
Jobwalk: Clayton Carson - RFR / Jenni Phillips - City of Cody
Flow: 1000GPM
TDH: 28ft
Suction lift: 9ft

Schedule and Compliance
The City of Cody would like to will call the equipment at the Billings, MT branch. The duration is 1 day. The delivery estimate is for budgeting reasons.

Includes and Exclusions
Pump fueling will be the responsibility of the customer. The City of Cody will be completing delivery, setup, pumping, and removal of equipment from site. The City of Cody personnel will be responsible for the handling and operating of Rain For Rent equipment per the signed rental agreement.

Estimate 10-082-494776 Confidentiality Notice: This quotation and any associated document(s) are privileged and condifidential, and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at rlake@rainforrent.com or by telephone at 661-387-6173. Thank you.

1111 Monad Rd
Billings, MT 59101
Phone: 406-259-7216
Fax: 406-259-7251

Estimate Number: 10-082-494776

Terms & Conditions

Additional Terms

1. A cycle is defined as 4 weeks. A week is defined as one third of a cycle and a day is one third of a week. Customers will be invoiced at the appropriate cycle, weekly or daily rate based on actual equipment usage except for filtration, pipe, hose and fittings which will be billed at the cycle rates only and will not be pro-rated.
2. The rental rate for pumps and equipment with hour meters are based on an 8 hour day or 48 hour running week. The rental rate will be multiplied by 1.5 for greater than 8 hours per day or 49-96 operating hours per week and multiplied by 2.0 for more than 16 hours per day or 96 operating hours per week. Customer will be invoiced for 24 hours per day if the hour meter has stopped functioning.
3. Overtime will be invoiced at 1.5 times the regular rate for work occurring outside of normally scheduled business hours and 2.0 times the regular rate for work occurring on company recognized holidays.
4. Customer will authorize and pay for any changes to work scope including but not limited to schedule changes, material, labor, third party, permit, fee or service costs. It is the Customer's responsibility to cooperate in the timely processing, approval and payment of any charges within Rain For Rent's invoice terms.
5. Customer is responsible to determine the suitability of equipment for the application.
6. Delivery, Return, Installation and Removal costs are estimated. Customer will be invoiced for actual time. Transportation will be invoiced on a Portal to Portal basis.
7. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return. OK
8. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs.
9. The Customer cannot alter the equipment without Rain For Rent's prior written approval.
10. Customer will provide "all risk" property insurance for rented equipment. ✓ Leslie
11. Customer will not allow any equipment to come in contact with any substance that will cause corrosion, damage or leakage.
12. The Customer assumes all risks of loss due to operation and use of the equipment. or Language
13. Customer is responsible to obtain any permits, licenses, certificates, bonds and give all notices required by law.
14. The rental period begins the day the equipment is delivered and continues until returned to Rain For Rent's facility unless written confirmation of the release is provided to the Customer before that time.
15. Rental equipment must be returned to the renting Rain for Rent branch unless agreed to in writing before the rental period begins.
16. All material that comes in contact with Rain For Rent equipment including media is the responsibility of Customer as generator. Rain For Rent shall not be responsible for any fines or sanctions as a result of Customer's use of the equipment.
17. The equipment is sold "AS IS,WHERE IS" in its present condition. Seller makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment. Buyer agrees that buyer has purchased the equipment based on his judgement and evaluation, without reliance upon any statements of representations of seller, and that seller is not responsible for any defects in its operation or for any repairs, parts or services, unless otherwise noted.
18. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment.
19. Customer will use the equipment in a careful and proper manner and in accordance with safety rules, industry standards, manufacturer's specifications, recommendations, regulations and applicable laws
20. Customer shall be responsible for environmental fees covering waste fluid, fuel, filter and other disposal costs.
21. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp
22. Customer shall pay Rain For Rent additional expenses caused by site, soil or underground conditions, including, but not limited to, rock formations, environmental conditions, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.
23. Customer shall be responsible for acquiring and paying for, if necessary, all public and private property easements required by the project.
24. The estimated labor component of this quote is based on non-prevailing wage rates. If prevailing wage laws are applicable, Customer must notify Rain For Rent in writing before Rain For Rent estimate completed. If Rain For Rent was not properly notified, Customer shall promptly pay any change orders that adjust wages to prevailing wage rates. Customer is responsible for providing applicable prevailing wage rates to Rain for Rent. Rain For Rent will provide certified payrolls on a bi-weekly basis if notified in writing 10 days before the start of the project.
25. Customer is prohibited from deducting retention from Rain For Rent invoices and charging Rain for Rent liquidated damages.
26. Customer is responsible for all routine maintenance including fuel, fluids, lubrication and filters every 150 hours on engine driven equipment. Rain For Rent will charge Customer for servicing any equipment that is on rent or returned that has not been serviced in 150 hours. Rain For Rent can provide field service upon request for an additional service charge. Rain For Rent must be notified 2 business days in advance to schedule required field service.

Estimate 10-082-494776 Confidentiality Notice: This quotation and any associated document(s) are privileged and condifidential, and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at rlake@rainforrent.com or by telephone at 661-387-6173. Thank you.

27. This estimate excludes any additional costs to Rain For Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

OK 28. Customer is responsible to provide freeze protection for all equipment on site.

29. This estimate excludes any costs associated with ARRA (American Recovery and Reinvestment Act) reporting requirements that may be flowed down to Rain For Rent.

30. Customer will be responsible for security, traffic control and road crossings. Traffic control shall meet all applicable Federal, State, and Municipal laws and regulations to assure a safe work environment.

31. Cold Weather Packages for tanks consist of up to 4 tank heaters and a submersible pump which is designed for use in a non-combustible or corrosive environment.

32. Tank heaters are operated on 120 volts, 12.5 amps each or 50 amps total. The submersible pump operates at 120 volts, 10 amps.

33. Customer is responsible for electrical connections and compliance with applicable permits, regulations and code requirements.

34. Tank Cold Weather Packages are not to be used in combustible or corrosive environments.

35. Tank Cold Weather Packages are a preventative measure that may keep fluids inside the tank from freezing. RFR will not guarantee fluids from freezing and any resulting damages.

36. Customer required to verify all components on Rain for Rent equipment meet flammable/hazardous atmosphere requirements.

Job Specific Terms

37. RFR must be notified of the fluids being pumped and the application before the estimate is completed. Severe applications will require add'l charges.

38. Customer shall hold harmless, indemnify and defend Rain For Rent from any claims whatsoever, arising from or related to (A) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Customer's use of any Equipment or (B) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws,ordinances, regulations, codes, or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of the agreement.

39. At a minimum the flow rate, operating pressure, npshA and the desired operating parameters must be approved in writing by a Rain For Rent certified employee prior to pump delivery and operation.

40. Operating the pump outside the designated operating parameters could result in damage to the unit and injury to personnel.

Estimate 10-082-494776 Confidentiality Notice: This quotation and any associated document(s) are privileged and condifidential, and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at rlake@rainforrent.com or by telephone at 661-387-6173. Thank you.

AGREEMENT FOR ENCROACHMENT LICENSE

THE PARTIES to this agreement are the City of Cody, Wyoming, (City) and Cody Stampede, a Wyoming non-profit 501(c)(4) corporation. This agreement is dated as of the date last executed by the parties below.

RECITALS

1. City of Cody is a properly formed municipal corporation in the State of Wyoming.

2. Cody Stampede is the owner of certain real property located at 519 West Yellowstone Avenue, Cody, Wyoming 82414.

3. As a part of the planned improvements associated with the aforementioned property, Cody Stampede proposes to construct a sign and entranceway arched gate at their east entrance which encroach on a Public Right-of-Way owned by the City. They also propose a new gate at their west entrance which also encroaches on a Public Right-of-Way owned by the City.

4. The City is willing to accommodate Cody Stampede and allow the encroachments of the sign and entranceway arched gate at the east entrance as well as the entranceway gate at the west entrance which all encroach on Public Right-of-Way.

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

1. City hereby grants a revocable license to Cody Stampede to encroach on the following described parcel of Public Right-of-Way:

See Attachments "Exhibit A", "Exhibit A-1", "Exhibit B", "Exhibit B-1"

2. Cody Stampede shall pay to the City the sum of One Dollar $1.00 per year. The fee is for the use of 0.103 Acres for the aforementioned improvements at the east entrance and for the use of **X** Acres for the aforementioned improvements at the west entrance. Such fee shall be paid to the City on or before February 1, 2013.

3. The term of this agreement shall be February 1 through January 31. This license shall be renewable for successive one-year periods. Neither party needs to take any action to renew this agreement for another year. In the event a party wishes to not renew this agreement, that party shall notify the other party in writing at least thirty (30) days prior to the expiration of the then-current term. Payment from Cody Stampede to the City for each year shall be due on or before February 1.

4. This license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever. In the event that the City determines it will revoke this license, it shall give notice to Cody Stampede in writing at least sixty (60) days in advance of the revocation.

5. In the event that the City is required to repair, modify, replace, upgrade, add to, or otherwise access utilities beneath the proposed sign and entranceway arched gate

DRAFT

located at the east entryway or the entranceway gate located at the west entranceway within said Public Right-of-Way and covered by this agreement, the City shall not be responsible for replacement of the sign and entranceway arched gate and/or landscaped areas disturbed as a result of the City's activities. Cody Stampede shall be solely responsible for all such replacement, including all costs and expenses associated with such replacement, and Cody Stampede accepts the risk associated with putting the above described facilities on the public right of way. The City shall be responsible for restoring the trench areas to the original ground surface and assuring proper compaction. In the event that the City is required to repair or modify existing utilities beneath the aforementioned improvements, the City will endeavor to minimize the disruption to the existing improvements. The Cody Stampede shall reimburse the City for the costs of restoring the trench areas and the ground surface.

6. Once the City terminates or revokes this license, Cody Stampede agrees to remove any and all improvements on said Public Right-of-Way and covered by this agreement and will restore the same to its original condition at the sole cost and expense of Cody Stampede within One Hundred and Twenty (120) days of the revocation.

7. Cody Stampede assumes all liability for itself, its agents, its representatives, employees, guests, invitees and for the general public's presence and activities on the sign and entranceway arched gate and shall indemnify and hold harmless the City, its agents, representatives, officers, board members, volunteers, contractors, employees, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding Cody Stampede's use of said Public Right-of-Way. This shall include but not be limited to claims or actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of signs and entranceway gates and other structures constructed by Cody Stampede or its lessees, agents, representatives or employees. This indemnification shall include reasonable attorney's fees incurred by the City in defense of any action brought by any party against the City arising out of this agreement or use of the sign and entranceway gates and other structures constructed by Cody Stampede its lessees, agents, representatives or employees.

8. By entering into this agreement, the City does not waive its sovereign immunity or governmental immunity and expressly reserves the right to assert sovereign immunity and governmental immunity as defense to any action arising under this agreement.

9. This agreement shall be binding on the heirs, successors and assigns of both parties.

10. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written agreement.

DRAFT

CODY STAMPEDE
DATED JANUARY_____ , 2013

_____
MARC THOMPSON, President Date

STATE OF WYOMING)
)SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by_____ this _____ day of _____, 2013.

WITNESS my hand and official seal.

(S E A L)

My commission expires:

CITY OF CODY, WYOMING ATTEST:

_____ _____
NANCY TIA BROWN Date CYNTHIA BAKER Date
MAYOR ADMINISTRATIVE SERVICES OFFICER

DRAFT

- EXHIBIT B -
CERTIFIED LAND DESCRIPTION

State of Wyoming)
) SS.
County of Park)

I, Lyle J. Casciato, of Engineering Associates in Cody, Wyoming, hereby certify that this description was prepared for the City of Cody from notes taken during actual surveys performed under my direction between November 29 and December 4, 2012, for which I stand responsible.

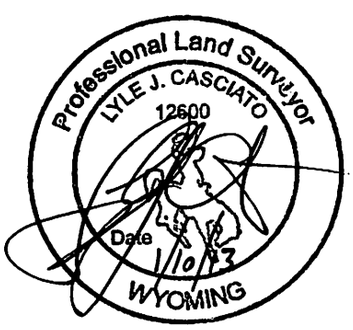
A PARCEL OF LAND located in North Frontage Road of deMARIS Subdivision, Resurvey Township 52 North, Range 102 West, 6th P.M., Park County, Wyoming;

Said Parcel being the southerly 20.00 feet of the westerly 60.00 feet of that portion of North Frontage Road, lying between southerly projections of the east and west lines of Lot 28 of said deMARIS Subdivision;

said Parcel contains 0.028 acres;

ALL IN ACCORDANCE with a Map to Accompany Land Description for City of Cody, entitled in part "deMARIS Subdivision" attached hereto and by this reference made a part hereof.

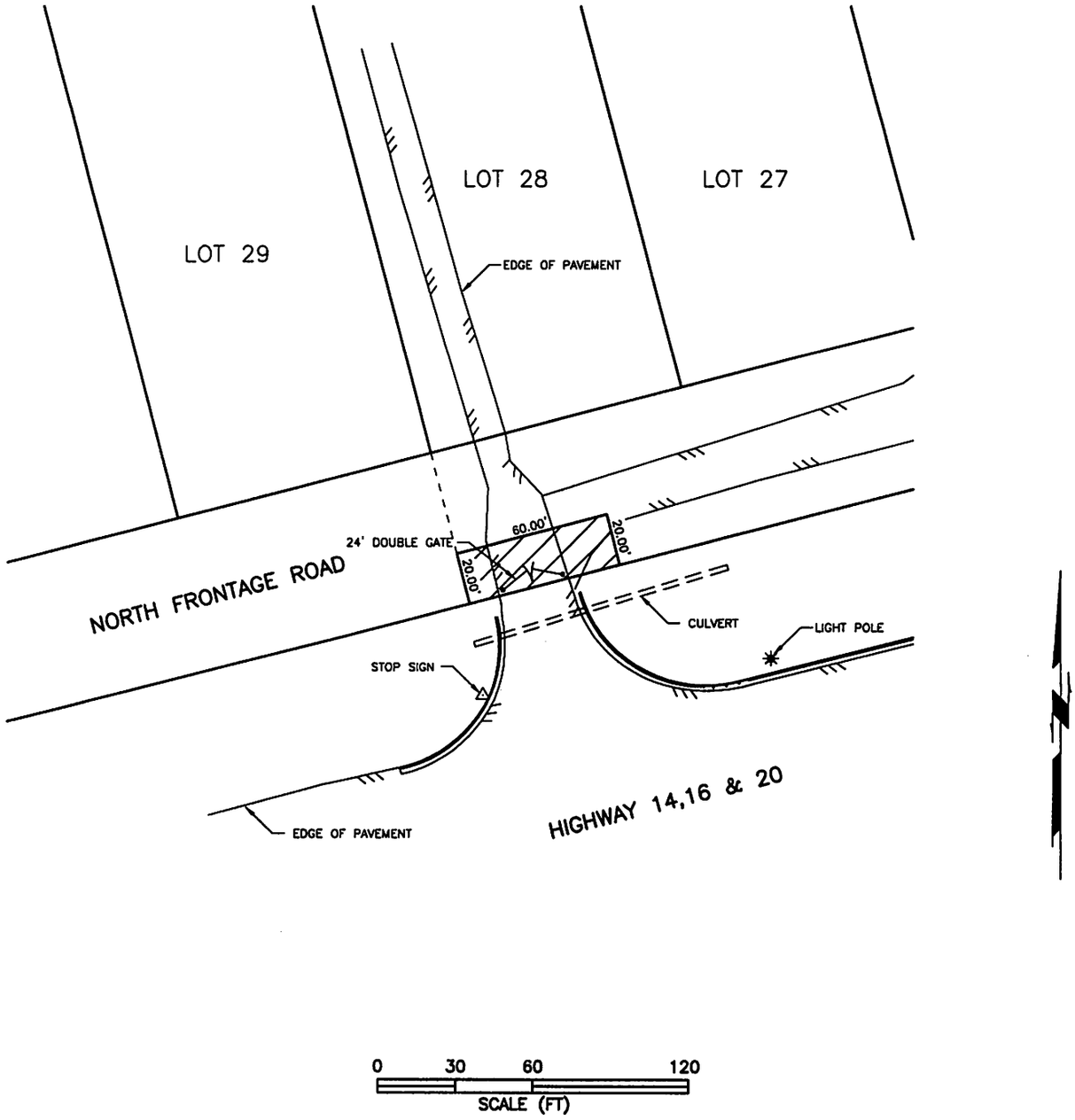
THIS DESCRIPTION is prepared for location purposes. Specific conditions of land use are to be fully described in the conveyance documents this description accompanies. Title to the lands described herein is to be investigated and reported by others.



ENGINEERING ASSOCIATES
Cody, Wyoming 82414
Job No. 12106

Alteration of this description other than by the above certifying Professional Land Surveyor or as otherwise allowed by law may affect liability for the accuracy of said description.

EXHIBIT B-1



CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF PARK } SS.

I, LYLE J. CASCIATO, OF ENGINEERING ASSOCIATES IN CODY, WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED UNDER MY DIRECTION BETWEEN NOVEMBER 29 AND DECEMBER 4, 2012: THAT THIS MAP IS MADE TO ACCOMPANY A DESCRIPTION OF THE PARCEL SHOWN HEREON; AND THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.

ALTERATION OF THIS MAP OTHER THAN BY THE ABOVE PROFESSIONAL LAND SURVEYOR OR AS OTHERWISE ALLOWED BY LAW MAY AFFECT LIABILITY FOR THE ACCURACY OF SAID MAP.

LEGEND

SUBJECT PARCEL.
O FOUND CORNER MONUMENT AS NOTED.

Map To Accompany
Land Description For

CITY OF CODY

- Located In -

deMARIS SUBDIVISION,
RESURVEY T.52N., R.102W., 6TH P.M.,
PARK COUNTY, WYOMING

ENGINEERING ASSOCIATES, CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

RMN

JANUARY 10, 2013
FB 523 12106
EXHIBITB-1.DWG
SHEET 1 OF 1

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

DATE

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 **Laramie Consortium Participating Municipalities** (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 Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, 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 Municipalities 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 Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities 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 Municipalities is valid and in full force and effect.

By: _____
Name:
Title:
Date: _____

Participating State	Laramie Consortium (Wyoming)		
For the quarter ending	December 31st 2012		
Name and contact information of the person to be contacted on matters involving this quarterly report:			
Name		Title	
Email		Phone	

Cumulative funds transferred to the Participating State	$4,345,556.00

ALLOCATED FUNDS USED, EXCLUDING ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS			
Approved State Program	Program Type	Quarterly	Cumulative
Total funds used, excluding funds used for administrative costs		$0.00	$0.00

SSBCI Funds Used are those SSBCI funds that have been (a) deposited with a lender to cover the federal 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 individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested in specific businesses 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 State's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the SSBCI Funds Used shall be the Participating State's original total allocation.

ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS		
	Quarterly	Cumulative
Direct administrative costs	$0.00	$0.00
Indirect administrative costs	$0.00	$0.00
Total administrative costs	$0.00	$0.00
Administrative costs, as a percent of funds transferred	0.00%	0.00%
Administrative costs, as a percent of allocated funds used	0.00%	0.00%

Note: Administrative costs must not exceed the limits imposed by Title III, Section 3003(c)(3) of the State Small Business Credit Initiative Act of 2010. These limits are based on the amount of funds transferred. However, high administrative costs relative to the amount of allocated funds used could be an early warning indicator that administrative costs are on a trajectory to exceed allowable limits.

SUMMARY OF USE OF ALLOCATED FUNDS		
	Quarterly	Cumulative
Total funds used, excluding funds for administrative costs	$0.00	$0.00
Total administrative costs	$0.00	$0.00
Total allocated funds used	$0.00	$0.00

OTHER REQUIRED INFORMATION		
	Quarterly	Cumulative
Program income	$0.00	$0.00
Charge-offs against Federal contributions to CAP reserve funds	$0.00	$0.00

ORDINANCE NO. 2013-01

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 9 OF THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS

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

Section 3-2-9 of the City of Cody Code shall be amended as follows:

Section 3-2-9__TYPES OF LICENSES AND PERMITS

Pursuant to Wyoming Statutes title 12, the city may issue the following types of licenses and permits pertaining to alcoholic beverages:

A. Retail liquor license;

B. Limited retail liquor license (special club);

C. Resort liquor license;

D. Restaurant liquor license;

E. Twenty four (24) hour malt beverage permit;

F. Special malt beverage permit;

G. Twenty four (24) hour catering permit;

H. Twenty four (24) hour dispensing room permit;

I. Microbrewery permit;

J. Winery permit.

K. Satellite winery permit;

L. Bar and grill liquor license; (Ord. 2006-07, 5-2-2006)

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____, 2013
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Ta Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2013-02

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES

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

Section 3-2-14 of the City of Cody Code shall be amended as follows:

Section 3-2-14__LICENSE FEES

A. Every applicant issued a retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars ($1,000.00). The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is six hundred sixty six dollars sixty seven cents ($666.67).

B. Every applicant issued a limited retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of four hundred dollars ($400.00). The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is two hundred sixty six dollars sixty seven cents ($266.67).

C. Every applicant issued a resort liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars ($1,000.00).

D. Every applicant issued a restaurant liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of seven hundred fifty dollars ($750.00).

E. Every applicant issued twenty four (24) hour malt beverage permit by the provisions of this article shall pay in advance, the sum of ten dollars ($10.00).

F. Every applicant issued a special malt beverage permit for a public auditorium, civic center or events center by the provisions of this article shall pay annually in advance the sum of one thousand five hundred dollars ($1,500.00).

G. Every applicant issued a twenty four (24) hour catering permit by the provisions of this article shall pay in advance, the sum of fifty dollars ($50.00).

H. Every applicant who is issued a twenty four (24) hour dispensing room permit shall pay a fee of fifty dollars ($50.00) for a twenty four (24) hour period of time.

I. Every applicant who is issued a permit for a microbrewery by the provisions of this article shall pay annually in advance a fee of four hundred dollars ($400.00).

J. Every applicant issued a winery permit by the provisions of this article shall pay annually in advance for a license hereunder, the sum of three hundred dollars ($300.00).

K. Any applicant who is issued a permit for a satellite winery permit by the provisions of this article shall pay annually in advance the sum of one hundred dollars ($100.00).

L. Any applicant who is issued a bar and grill license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five thousand dollars

($5,000.00) upon initial issuance and one thousand five hundred dollars ($1500.00) upon each annual renewal. The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is three thousand three hundred thirty three dollars thirty four cents ($3333.34) upon initial issuance and one thousand dollars ($1,000) upon each renewal. (Ord. 2006-07, 5-2-2006).

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____, 2013
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Ta Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director