

AGENDA

Tuesday, November 15, 2011 - 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 Special Meeting from 10/27/11, and Regular Meeting Minutes from 11/1/11.
 - b. Approve vouchers and payroll in the amount of \$1,796,725.57.
 - c. Award Bid No 2011-19 to Harris Trucking and Construction Company in the amount of \$83,367 for the Skyline Drive and West Strip Water Main Installation Project and authorize the Mayor to sign the contract associated with said project when contract documents have been completed and reviewed by the City Attorney.
 - d. Authorize the Mayor to sign the Crossing and Maintenance Agreement between the City of Cody and the Cody Canal Irrigation District subject to approval by the City Attorney.
 - e. Authorize the Mayor to enter into a contract in the amount of \$23,919.00 with CivicPlus and the City of Cody for web page redesign and hosting upon review by the City Attorney.
 - f. Consider approving two (2) change orders in the amount of \$8,078.30 and authorize the Mayor to sign said change orders and the Substantial Completion Certificate associated with the completion of Cougar Avenue Reconstruction (Bid No. 2011-13).
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
 - a. A Public Hearing to determine if it is in the public interest to issue a new restaurant liquor license to Heritage Bakery located at 1532 Wyoming Ave.
 - b. A Public Hearing to determine if it is in the public interest to resubmit an application to the Wyoming Business Council Business Ready Community Grant and Loan program for Cody Laboratories for the construction of a new warehouse for their operations.
4. Conduct of Business

- a. Consider issuing a new restaurant liquor license to Heritage Bakery located at 1532 Wyoming Ave.
Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson: Steve & Patsy Carpenter

- b. **RESOLUTION 2011-14**
A RESOLUTION AUTHORIZING RESUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL-BUSINESS READY COMMUNITIES FOR A BUSINESS COMMITTED GRANT TO ASSIST IN THE DEVELOPMENT OF A WAREHOUSE BUILDING FOR CODY LABORATORIES.
Staff Reference: Jenni Rosencranse, City Administrator
Spokesperson: James Klessens, Forward Cody Wyoming, Inc.

- c. Consider approving the Preliminary and Final Plat of the Blackburn PUD with conditions as recommended by the Planning, Zoning and Adjustment Board at their November 8, 2011 meeting
Staff Reference: Steve Payne, Public Works Director
Spokesperson: Ed Higbie and/or Jeremy Easum

- d. **ORINANCE 2011-22 -2nd READING**
AN ORDINANCE AMENDING TITLE IX, CHAPTERS 1 THROUGH 3 OF THE CODY CITY CODE PERTAINING TO BUILDINGS.
Staff Reference: Steve Payne, Public Works Director

- e. **ORDINANCE 2011-26 – 3rd AND FINAL READING**
AN ORDINANCE AMENDING TITLE 10, CHAPTER 15 OF THE CITY OF CODY MUNICIPAL CODE REGARDING SIGNS.
Staff Reference: Scott Kolpitcke, City Attorney

- f. Authorize the Mayor to enter into a contract between the City of Cody and Planned and Engineered Construction Inc in the amount of \$42,522.00 for the 2011 Sanitary Sewer Main Rehabilitation Project.
Staff Reference: Steve Payne

- 5. Tabled Items
- 6. Matters from Staff Members or Council Members

Upcoming Meetings:
Thursday, December 1, 2011 @ 4:15 p.m. – Work session
Tuesday, December 6, 2011 @ 7 p.m. – Regular Meeting

City of Cody
Council Proceedings
Thursday, October 27, 2011

A special meeting of the Cody City Council was held in Council Chambers of City Hall in Cody, Wyoming on Thursday, October 27, 2011 at 4:15 p.m.

Present: Mayor Nancy Tia Brown , Council President Steve Miller, Council Members Bryan Edwards, Donny Anderson, Jerry Fritz, Charles Cloud 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 4:18 p.m.

Jenni Rosencranse, City Administrator and Toby Startin, CISA gave a brief background on the website hosting and web page support, as current providers are no longer able to provide service or support. The Governing Body was informed of the Web Page Hosting and Web Page Options provided by several reputable nationwide Local Government focused Website service providers. Staff was directed to contact the web page providers in the local area to include their product and services for comparison.

Steve Payne, Public Works Director gave background on the parking issues in the 1200 Block of Beck Avenue and provided the Governing Body with an alternative to correct parking issues in this area. Staff was directed to put up signage and parking blocks to accommodate the parking issues at this location, as well as, ask the current business owner to pay for the cost of the signage.

The Governing Body reviewed the agenda for the Tuesday, November 1st Regular Council Meeting. No action was taken.

Rick Manchester updated the Governing Body on a variety of projects associated with the Parks and Recreation Departments. Steve Payne, Public Works Director informed the Governing Body that the Cougar Avenue reconstruction is completed, the Large Item Pick up Service program begins November 1st and numerous service orders have already been received. Leslie Brumage, Finance Officer, informed the Governing Body of the activation of the new On-line bill pay program. Scott Kolpitcke, City Attorney, informed the Governing Body of the meeting with several liquor license holders and the ordinance revision work that is ongoing. Jenni Rosencranse informed the Governing Body of a potential meeting on November 16th where the City of Powell would be hosting the legislative meeting, and also informed the Governing Body of Rick Manchester, Steve Payne and her self's absences in the coming week.

Council updates included Council Member Miller reporting of a subcommittee that was formed within the Planning and Zoning Board to review the parking requirements within the City limits. Council Member Anderson reported on a visit he and Scott King, Chief Building Inspector, had with Mr. Ron Spomer.

Meeting Reminders included: Tuesday, November 1, 2011 – Regular Council Meeting 7 p.m. City Council Chambers (pre-meeting at 6:30 p.m.), Thursday, November 10, 2011– Council Work session 4:15 p.m. City Council Chambers, Tuesday, November 15, 2011 – Regular Council Meeting 7 p.m. City Council Chambers (pre-meeting at 6:30 p.m.)

There being no further discussion, the meeting adjourned at 5:45 p.m. The meeting reconvened at 6:30 at the Cody Club Room for the Public Meeting in reference to the proposed nuisance ordinance revision. Twelve citizens along with the Mayor, Council, City Attorney, City Administrator, Administrative Services Office, full time and regular part-time Community Services Officers were present.

Mayor Brown laid out the framework for the meeting and the sub-committees' objective in the ordinance revision. Scott Kolpitcke, City Attorney provided background information on

the current ordinance and process, as well as, explaining a few particular issues with the current ordinance. As he reviewed the proposed ordinance, a variety of comments from citizens were heard addressing concern over definitions, areas or issues not addressed, as well as, concern over ongoing nuisance areas. All comments were well received and will be taken under advisement when the subcommittee reconvenes to continue work on this ordinance revision. There being no further business, the meeting adjourned at 8:00 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, November 1, 2011

A regular meeting of the Cody City Council was held in Council Chambers of City Hall in Cody, Wyoming on Tuesday, November 1, 2011 at 7:00 p.m.

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

Absent: None

Mayor Brown called the meeting to order at 7:04 p.m.

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

Mayor Brown commended the downtown Merchants and City of Cody employees who helped with the downtown Trick or Treat event.

Council Member Fritz requested Item E be removed from the Consent Calendar and become Item D on the Conduct of Business.

Council Member Miller made a motion seconded by Council Member Wolz to approve the Consent Calendar as amended including approval of Minutes of the Special Meeting from 10/13/11, and Regular Meeting Minutes from 10/18/11, approve vouchers and payroll in the amount of \$564,920.74, amend the Regular Meeting Minutes from 9/20/11 regarding the Proclamation for the week of September 17th as Constitution Week, so as to include the word "American" in the line denoting sponsored by the Daughters of the American Revolution, authorize the use and closure of Sheridan Avenue from 9th Street to 14th Street and Beck Avenue from 8th Street to 10th Street for the Cody Events Committee's 19th Annual Christmas Parade on Saturday, November 26, 2011 beginning at 5:30 p.m., waive the \$100 parade permit fee, and 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, approve entering into an agreement with Park County and the City of Cody for Landfill Disposal Service and authorize the Mayor to sign said Park County Landfill Disposal Service Agreement, and approve entering into a Services Contract with Big Horn Horticultural Services and the City of Cody for professional tree trimming services and authorize the Mayor to sign said Professional Tree Trimming Services Contract. Vote was unanimous.

Council Member Cloud made a motion seconded by Council Member Edwards to authorize the Mayor to sign the Safe Route to School Grant application for the construction of a pathway along the west side of 29TH Street from Central Avenue to East Sheridan Avenue. Vote was unanimous.

ORDINANCE NO. 2011-22 – FIRST READING
AN ORDINANCE AMENDING TITLE IX, CHAPTERS 1 THROUGH 3 OF THE
CODY CITY CODE PERTAINING TO BUILDINGS.

Council Member Fritz made a motion seconded by Council Member Anderson to pass Ordinance 2011-22 on first reading. Vote was unanimous.

ORDINANCE NO. 2011-26 – SECOND READING
AN ORDINANCE AMENDING TITLE 10, CHAPTER 15 OF THE CITY OF
CODY MUNICIPAL CODE REGARDING SIGNS

Council Member Miller made a motion seconded by Council Member Fritz to pass Ordinance 2011-26 on second reading. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Wolz to approve 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 with the exception of Public Parcel Lot 8 Block 6 of the Valley View Subdivision. Vote was unanimous.

Cindy Baker, Administrative Services Officer informed the Governing Body and citizens of the launch of the on-line bill pay option, explaining several features not offered with the previous on-line payment entity. Jenni Rosencranse, City Administrator updated the Governing Body of the upcoming interviews for the City Planner position and invited Council and citizens to attend the reception being held at 5:00on Monday, November 7th at City Hall.

Council Member Anderson commended the Recreation Center staff for the great Halloween event last Friday. Council Member Fritz informed the Governing Body that the State of Wyoming has sent their last Honor Flight participants in October and that the Cody Elks have invited all participants of this program, over 40 in the Big Horn Basin with18 from the Cody area, to a reception on November 12th at the Cody Elks Lodge from 5 -7 pm. All Veterans and citizen are encouraged to attend.

There being no further business, Mayor Brown adjourned the meeting at 7:36 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
125412	813-NCPERS WYOMING	110411	PREMIUM	11/04/2011	400.00	400.00	11/04/2011	
Total 125412					400.00	400.00		
127557	A & I DISTRIBUTORS	2104540	OIL	10/26/2011	703.68			
		2107330	SHOP OIL	11/02/2011	601.80			
Total 127557					1,305.48	.00		
200	A-1 ELECTRIC	01825	INSTALL OUTLETS - PLAZA RESTROO	09/29/2011	602.00			
		01826	TENNIS COURT TIMER BUTTON	09/29/2011	349.50			
		01892	FLAG POLE PROJECT	10/02/2011	4,885.92			
Total 200					5,837.42	.00		
129158	ACE ELECTRIC, INC.	25609	CITY HALL ENERGY RETROFIT	10/06/2011	50,453.10			
Total 129158					50,453.10	.00		
2390	ACE HARDWARE	218709	SNOW FENCE	10/17/2011	166.77			
			PAINTING SUPPLIES		34.99			
		219018	SNOW SHOVELS	10/21/2011	43.48			
		219105	HOOK	10/24/2011	2.99			
		219107	REPAIR TOILET - CITY HALL	10/24/2011	11.48			
		219121	SUPPLIES	10/24/2011	6.99			
		219149	PAINT SUPPLIES	10/24/2011	8.27			
		219192	SHOVEL HANGERS EASTBAY	10/25/2011	32.20			
		219195	FALL PROTECTION - 15TH ST BLDG	10/25/2011	68.62			
		219206	SAFETY GLOVES	10/25/2011	10.49			
			CHEMICAL HAND SPRAYER		8.49			
		219234	BUILDING MAINT	10/25/2011	37.50			
		219242	GATE CHAINS	10/25/2011	25.92			
		219315	NUTS & BOLTS	10/26/2011	.76			
		219349	FUEL CAN UPGRADES	10/27/2011	70.53			
		219350	SAFETY GLOVES	10/27/2011	11.99			
		219394	ELECTRIC TAPE	10/27/2011	4.99			
		219425	SNOW FENCE - GLENDALE PARK	10/28/2011	18.98			
		219631	LUBE - CHIPPER CHAIN	11/01/2011	6.49			
		219660	DUPLICATE KEYS	11/01/2011	1.49			
		219723	SAFETY GLOVES	11/02/2011	6.99			
		219772	NUTS & BOLTS	11/02/2011	4.33			
		219924	SUPPLIES	11/04/2011	9.50			
Total 2390					594.24	.00		
129162	ADVANCED INFO SYSTEMS	8872	OUTSOURCING BILLS	10/28/2011	452.46			
Total 129162					452.46	.00		
450	ALDRICH LUMBER CO	44184	SNOW FENCE WIRE	10/17/2011	9.18			
		441849	SNOW FENCE LATH	10/17/2011	16.99			
		441893	SNOW FENCE LATH	10/17/2011	43.16			
		441915	TAPE SNOW FENCE	10/18/2011	16.18			
		442658	15TH ST BUILDING REMODEL	10/31/2011	40.79			
		442711	WEST STRIP STREET LIGHT PROJECT	11/01/2011	237.00			
		442755	TREATED 2 X 4	11/02/2011	12.75			
		442851	WAFER BOARD - 15TH ST BUILDING	11/03/2011	13.39			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 450					389.44	.00		
126551	ALSCO	778395	TOWELS	10/21/2011	29.54			
		779166	RUGS - CITY HALL	10/25/2011	45.95			
		779167	RUGS - AUDITORIUM	10/25/2011	159.43			
		780254	TOWELS	10/28/2011	29.54			
Total 126551					264.46	.00		
550	AMERICAN FAMILY LIFE ASSUR	488293	EMPLOYEE PREMIUMS	11/04/2011	2,258.06	2,258.06	11/04/2011	
Total 550					2,258.06	2,258.06		
128592	AMERICAN WELDING & GAS, IN	01482664	CO2	10/24/2011	66.84			
		01482665	CO2	10/24/2011	39.42			
		01492736	CYLINDER RENTAL	10/31/2011	10.23			
		01492738	SUPPLIES	10/31/2011	51.15			
		01492739	CYLINDER RENTAL	10/31/2011	20.46			
		01503472	WELDING SUPPLIES	11/01/2011	82.15			
		01504554	WELDING SUPPLIES	11/02/2011	15.94			
Total 128592					286.19	.00		
127886	ASPEN PRACTICE P.C.	F0096	PSYCH C23	10/20/2011	1,500.00			
Total 127886					1,500.00	.00		
1010	BEAR CO, INC	160359	SERVICE CALL FLAT REPAIR	09/26/2011	91.50			
		160662	TIRES G12	10/07/2011	95.00			
		160870	TIRE REPAIR	10/17/2011	18.00			
Total 1010					204.50	.00		
1160	BIG HORN GLASS	31988	WINDSHEILD REPLACEMENT	10/25/2011	411.28			
Total 1160					411.28	.00		
123189	BIG HORN HORTICULTURAL SE	230146	RIGHT OF WAY CLEARING	10/20/2011	360.00			
Total 123189					360.00	.00		
1180	BIG HORN PAINT	57809-N	PAINT	10/04/2011	76.00			
Total 1180					76.00	.00		
1210	BIG HORN WHOLESALE	132848	SUPPLIES	10/24/2011	96.92			
		132853	TRASH CAN LINERS	10/24/2011	46.06			
		132884	SUPPLIES	10/26/2011	23.05			
Total 1210					166.03	.00		
1420	BORDER STATES INDUSTRIES I	903119610	SYSTEM REPAIR	10/26/2011	112.00			
		903167304	CABLE	11/04/2011	1,732.72			
Total 1420					1,844.72	.00		
126553	BRAKKE, JOLENE	102611	REIMBURSE FOR INTERNET FEE - AD	10/26/2011	12.95			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 126553					12.95	.00		
123538	BRESNAN COMMUNICATIONS	101511-REC	INTERNET - REC CENTER	10/15/2011	49.89			
		102011-CH	INTERNET - CITY HALL	10/20/2011	99.95			
		102811- REC	INTERNET REC CENTER	10/28/2011	65.15			
Total 123538					214.99	.00		
1690	C & C WELDING	14053	AERATOR REPAIRS	10/31/2011	2,482.50			
		14062	WELDING SUPPLIES (less sales tax \$2.	11/02/2011	72.94			
Total 1690					2,555.44	.00		
1930	CASELLE INC	40049	CONTRACT SUPPORT 1ST QRT - 2012	11/01/2011	4,105.00			
Total 1930					4,105.00	.00		
10091	CENTURY LINK	110111	PHONE CHARGES	11/01/2011	1,148.43			
Total 10091					1,148.43	.00		
2130	CHADWICK VETERINARY HOSP	092311	CASE 11-1922 & 11-1963	09/23/2011	450.00			
Total 2130					450.00	.00		
2155	CHIEF SUPPLY	097325	UNIFORMS C24	09/30/2011	41.29			
		429187	UNIFORMS C21	09/29/2011	94.99			
		432990	UNIFORMS C21, C24	10/18/2011	99.98			
Total 2155					153.68	.00		
2260	CITY OF CODY	103111	UTILITIES	10/31/2011	96.15			
			UTILITIES		244.38			
			UTILITIES		511.15			
			UTILITIES		309.93			
			UTILITIES		71.71			
Total 2260					1,233.32	.00		
129079	CODY CAB	103111	TIPSY TAXI VOUCHERS (19)	10/31/2011	133.00			
Total 129079					133.00	.00		
2590	CODY ENTERPRISE	103111	ADVERTISING	10/31/2011	3,680.95			
Total 2590					3,680.95	.00		
128750	CROSSFIT CODY	110411	CROSSFIT CLASSES - OCTOBER 2011	11/04/2011	2,387.20			
Total 128750					2,387.20	.00		
3300	CRUM ELECTRIC	1273876-00	SYSTEM REPAIR	10/25/2011	86.00			
		1279546-00	ST LIGHT REPAIRS	10/25/2011	102.96			
		1279830-00	ST LIGHT REPAIRS	10/26/2011	71.28			
Total 3300					260.24	.00		
127015	CUSTOM GARAGE DOOR LLC	1800	GARAGE DOOR EAST BAY	10/15/2011	3,895.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 127015					3,895.00	.00		
123871	D & L SUPPLY	514702	24"x4" manhole ring 24" Manhole Cover FREIGHT	10/05/2011	174.00 174.00 160.10			1016-WW 1043-WW
Total 123871					508.10	.00		
3410	DANA KEPNER COMPANY	2213355-00	1" METER PIGTAILS	11/03/2011	77.39			
Total 3410					77.39	.00		
3520	DELL MARKETING	XFJPCCM68	IT BUDGET - PC'S	10/20/2011	123.71			
		XFJR3XN74	IT BUDGET - PC'S	10/21/2011	471.30			
		XFJTDCX74	IT BUDGET - PC'S	10/25/2011	1,685.99			
		XFJW2WT71	IT BUDGET - PC'S	10/26/2011	15,599.90			
Total 3520					17,880.90	.00		
125899	DEPARTMENT OF FAMILY SERV	110311	BACKGROUND CHECKS (4) ON VOLUN	11/03/2011	40.00			
Total 125899					40.00	.00		
124470	DIVISION OF VICTIM'S SERVICE	110711	CRIME VICTIM'S COMP NOV 11	11/07/2011	620.00			
Total 124470					620.00	.00		
3740	DLT SOLUTIONS INC	4127386	AUTO CAD SUBSCRIPTION AUTO CAD SUBSCRIPTION	11/02/2011	945.29 1,890.58			
Total 3740					2,835.87	.00		
123442	EAGLE OF CODY	102411	TONER - ADMIN	10/24/2011	1,191.70			
Total 123442					1,191.70	.00		
126045	EGGER, BEAU	1293083	REIMBURSE FOR UNIFORMS	10/16/2011	247.93			
Total 126045					247.93	.00		
2630	ENERGY WEST	102511	UTILITIES	10/25/2011	20.61			
Total 2630					20.61	.00		
129192	FALTIN, DONNA	247515	REC CENTER REFUND	10/27/2011	192.50			
Total 129192					192.50	.00		
126018	FASTENAL COMPANY 01WYCD	/YCDY37807	SNOW FENCE TIES	10/17/2011	15.90			
		/YCDY37983	Bolts	10/26/2011	4.80			
		/YCDY38051	SUPPLIES	10/31/2011	10.75			
		/YCDY38075	SAFETY GLASSES	10/31/2011	7.49			
		/YCDY38123	SANDER REPAIRS	11/02/2011	14.76			
Total 126018					53.70	.00		
123567	FASTENERS	3158892.001	WASHERS	10/18/2011	2.88			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 123567				2.88	.00		
127653	FERGUSON WATERWORKS	0557889	5 1/4" Waterous fire hydrant repair kit GALVANIZED COUPLERS	10/19/2011	201.00 35.22			1161-W
	Total 127653				236.22	.00		
4270	FILENER CONSTRUCTION	2011	MOVE BABE RUTH BLEACHERS	10/26/2011	95.00			
	Total 4270				95.00	.00		
126968	FINISHING TOUCH	6283	REPAIR - POLICE CAR	10/25/2011	554.78			
	Total 126968				554.78	.00		
123727	FOOD SERVICE OF AMERICA	4048331	PIZZA'S - B-DAY PARTIES	10/26/2011	177.17			
		4056531	SUPPLIES	11/07/2011	388.15			
	Total 123727				565.32	.00		
4450	GAMBLES	706214	REPAIRS FOR RAW WATER	10/20/2011	8.56			
	Total 4450				8.56	.00		
129195	GONZALES, CORA	20058029	REFUND UTILITY DEPOSIT	10/28/2011	7.30			
	Total 129195				7.30	.00		
125939	GOODYEAR PRINTING	6163	OFFICER SUPPLIES	10/20/2011	143.00			
	Total 125939				143.00	.00		
4780	HARRIS TRUCKING & CONST. C	122136	ASPHALT	10/25/2011	5,319.19			
		#2-COUGAR	COUGAR AVE PROJECT	10/26/2011	156,764.97			
	Total 4780				162,084.16	.00		
6730	HD SUPPLY UTILITIES LTD	178745-00	54A xfmr 3 ph 500 kVA URD 208Y/120 7	10/31/2011	11,416.00			TRF5003U12/208
		1837128-00	NORTH CODY	10/31/2011	5,250.00			
	Total 6730				16,666.00	.00		
129200	HINES, EARL	110711	REFUND CASH BOND MC-1103-002	11/07/2011	200.00			
	Total 129200				200.00	.00		
129090	HOMAX OIL SALES, INC.	8940-IN	CREDIT	10/01/2011	137.85 -			
		8965-IN	CREDIT ON FUEL TAX	10/01/2011	222.46 -			
		8989-IN	CREDIT	10/01/2011	41.78 -			
		9025-IN	CREDIT	10/01/2011	12.44 -			
		9028-IN	CREDIT	10/01/2011	26.10 -			
		9058-IN	CREDIT	10/01/2011	117.09 -			
		9060-IN	CREDIT	10/01/2011	12.36 -			
		9064-IN	CREDIT	10/01/2011	117.42 -			
		9125-IN	CREDIT	10/01/2011	58.99 -			
		9164-IN	CREDIT	10/01/2011	47.91 -			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 129090				794.40	.00		
124750	HONNEN EQUIPMENT	336767	WATER PUMP AIR COMP	10/25/2011	446.04			
	Total 124750				446.04	.00		
129193	HYATT, JUDETTE	12152012	REFUND BALANCE ON UTILITY ACCT.	10/28/2011	93.79			
	Total 129193				93.79	.00		
126019	I STATE TRUCK CENTER	51096097:01	CONDENSOR	10/18/2011	495.37			
	Total 126019				495.37	.00		
5170	ICMA RETIREMENT-457-#303145	499337	Contributions	11/01/2011	5,212.40	5,212.40	11/01/2011	
	Total 5170				5,212.40	5,212.40		
5220	INLAND TRUCK PARTS	1-48557	BRAKE VALVE FOR SWEEPER	10/31/2011	179.47			
	Total 5220				179.47	.00		
126714	INTERNATIONAL CODE COUNCI	INV0046908	CODE BOOKS	09/14/2011	160.50			
		INV0047256	CODE MATERIALS	09/15/2011	64.00			
		INV0051854	INSPECTOR'S MATERIALS & SUPPLIE	10/05/2011	1,352.52			
	Total 126714				1,577.02	.00		
127571	JARVIS, GEORGE B	110311	VOLLEYBALL REFEREE	11/03/2011	100.00			
	Total 127571				100.00	.00		
5690	K MART	42782	SUPPLIES	10/01/2011	12.77			
	Total 5690				12.77	.00		
129199	KEENAN, JAMES	9959	REIMBURSE FOR TRANSFER OF CON	10/31/2011	10.40			
	Total 129199				10.40	.00		
9029	KENCO SECURITY & TECHNOLC	920918	SECURITY	11/01/2011	109.50			
	Total 9029				109.50	.00		
5750	KINCHELOE PLUMBING AND HE	137948	LOCATE SEPTIC 531 15TH ST	10/28/2011	272.00			
	Total 5750				272.00	.00		
126160	LARRY'S SMALL ENGINE	100311	PARTS FOR TILLER (LESS SALES TAX	10/03/2011	23.63			
	Total 126160				23.63	.00		
125191	LONG BUILDING TECH INC	VCE0056041	REPAIR CONDENSATE PUMP	10/25/2011	100.00			
		VCE0056060	REPALCE AIR VENT ON BOILER #2	10/26/2011	241.00			
	Total 125191				341.00	.00		
126604	MEINECKE & SITZ	102411	PROFESSIONAL FEES	10/24/2011	676.98			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 126604					676.98	.00		
6820	MOTOR PARTS INC	501440	EQUIPMENT REPAIRS - PARKS	10/03/2011	5.95			
		501449	REPAIR PARTS	10/03/2011	4.36			
		502198	REPAIR PARTS	10/10/2011	4.64			
		502585	GREASE GUN	10/13/2011	26.99			
		502950	REPAIR PARTS	10/17/2011	4.36			
		503058	REPAIR PARTS	10/18/2011	52.45			
		503149	REPAIR PARTS	10/19/2011	4.33			
		503152	REPAIR PARTS	10/19/2011	.48			
		503188	REPAIR PARTS	10/19/2011	20.24			
		503265	REPAIR PARTS	10/20/2011	12.86			
		503364	REPAIR PARTS	10/21/2011	32.49			
		503383	REPAIR PARTS	10/21/2011	4.03			
		503653	REPAIR PARTS	10/24/2011	4.36			
		503693	REPAIR PARTS	10/25/2011	23.70			
		503757	MATERIALS & SUPPLIES	10/25/2011	23.78			
		503785	REPAIR PARTS	10/25/2011	36.52			
		503893	REPAIR PARTS	10/26/2011	171.96			
		503906	CREDIT - REPAIR PARTS	10/26/2011	19.68	-		
		503958	REPAIR PARTS	10/27/2011	62.56			
		504063	REPAIR PARTS	10/28/2011	20.24			
		504072	CREDIT - REPAIR PARTS	10/28/2011	9.55	-		
		504268	REPAIR PARTS	10/31/2011	13.49			
		504293	REPAIR PARTS	10/31/2011	33.13			
		504306	REPAIR PARTS	10/31/2011	12.74			
Total 6820					546.43	.00		
6930	MOUNTAIN WEST INC	021989	UNIFORMS C13	10/17/2011	12.75			
		021991	UNIFORMS	10/18/2011	174.36			
Total 6930					187.11	.00		
129196	NICKLES, KAYLA	1435028	REFUND UTILITY DEPOSIT	11/03/2011	74.75			
Total 129196					74.75	.00		
128948	NORCO, INC.	08837871	SUPPLIES	10/31/2011	10.54			
Total 128948					10.54	.00		
7400	NORTHWEST PIPE	1831254	2" FIP ball valve w/lockwing	10/24/2011	333.26			1253-W
		1844192	2" ball valve	10/24/2011	158.49			1254-W
			1 1/2" Flare x CTS Comp Coupling		49.00			1070-W
			2" FLARE X CTS ADAPTER		54.84			1296-W
			1 1/2" Comp x FIP Adapter		45.05			1069-W
		1844194	1 1/4" COMPRESSION X FIP ADAPTER	10/24/2011	28.27			1297-W
		1844286	1 1/4" REPAIR CLAMP	10/24/2011	28.19			1298-W
Total 7400					697.10	.00		
7670	PARK COUNTY	367	LEC CONTRACT	10/14/2011	15,527.95			
			LEC UTILITIES		781.29			
Total 7670					16,309.24	.00		
5120	PARK COUNTY ANIMAL SHELTE	110111	ANIMAL SERVICE CONTRACT	11/01/2011	3,750.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
			PAYMENT #25 ON UTILITY PERMIT		100.00	-		
	Total 5120				3,650.00	.00		
128493	PARK COUNTY CIRCUIT COURT	10/23/11	CV-2010-1027	11/01/2011	31.55	31.55	11/01/2011	
	Total 128493				31.55	31.55		
127752	PARK COUNTY IMPLEMENT	01353568	NEW MOWER - PARKS DEPT	10/26/2011	15,442.00			
		102611	RETURN BID BOND BID 2011-14	10/26/2011	914.35			
	Total 127752				16,356.35	.00		
129053	PARK COUNTY LANDFILL	103111	LANDFILL CHARGES	10/31/2011	71,267.00			
			LANDFILL CHARGES		172.00			
			LANDFILL CHARGES		26.00			
			LANDFILL CHARGES		7.00			
	Total 129053				71,472.00	.00		
7730	PARK COUNTY READY MIX	110466	SAND SLURRY	10/26/2011	778.98			
	Total 7730				778.98	.00		
126771	PARKWAY PLAZA HOTEL	426911	TRAVEL EXPENSE - JIM HARDER	10/28/2011	210.00			
		426912	TRAVEL EXPENSE - STEVE THULL	10/28/2011	210.00			
	Total 126771				420.00	.00		
7830	PAWNEE IRRIGATION EVERGRI	7165	IRRIGATION BLOW OUT AND REPAIR	10/26/2011	54.55			
	Total 7830				54.55	.00		
8090	POWELL TRIBUNE	103111	ADVERTISING	10/31/2011	100.00			
	Total 8090				100.00	.00		
128149	PRO-BUILD	907834	4' POINTED LATH - SNOW FENCE	10/31/2011	17.09			
	Total 128149				17.09	.00		
128033	PROVIDENT LIFE & ACCIDENT I	110411	UNUM OPTIONAL POLICIES PREMIUM	11/04/2011	247.40	247.40	11/04/2011	
	Total 128033				247.40	247.40		
430	PURCHASE ADVANTAGE CARD	004068	PLANNER LUNCH	11/04/2011	12.45			
		007971	PLANNER RECEPTION	11/07/2011	31.97			
		018078	REC CENTER PROGRAMS	10/18/2011	20.94			
		021445	PILATES FOR PINK	10/21/2011	44.51			
		026936	REC CENTER PROGRAMS	10/26/2011	8.15			
		027667	SODA - TEEN NIGHT	10/27/2011	10.36			
		21445	REC CENTER BIRTHDAY PARTY	10/21/2011	20.74			
	Total 430				149.12	.00		
125010	QUALITY ASPHALT PAVING INC	1173	ASHPALT	10/20/2011	1,881.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 125010				1,881.00	.00		
129197	REYNOLDS, JASON	17765527	REFUND UTILITY DEPOSIT	11/01/2011	3.45			
	Total 129197				3.45	.00		
8680	ROCKY MOUNTAIN DISCOUNT	163683	SQUAD ROOM SUPPLIES	10/26/2011	55.98			
	Total 8680				55.98	.00		
7570	ROCKY MOUNTAIN POWER	102411	UTILITIES UTILITIES	10/24/2011	349.96 425.43			
	Total 7570				775.39	.00		
123147	SCHOENING, WILLIAM D	110311	VOLLEYBALL REFEREE	11/03/2011	50.00			
	Total 123147				50.00	.00		
127725	SHERWIN-WILLIAMS COMPANY	5702-4	PAINT MACHINE PART	10/18/2011	2.85			
	Total 127725				2.85	.00		
9130	SHOSHONE MUNICIPAL PIPELIN	110111	SMP WATER PURCHASE - OCT 2011	11/01/2011	102,129.88			
	Total 9130				102,129.88	.00		
9140	SHOSHONE OFFICE SUPPLY	0084565	CREDIT FOR OVER PAYMENT	09/28/2011	.01			
		0084691CR	CREDIT FOR OVER PAYMENT	09/30/2011	1.37			
		0085109	SUPPLIES	10/27/2011	18.79			
		0085152	SUPPLIES	11/03/2011	314.84			
		0085170	MATERIAL AND SUPPLIES	10/24/2011	26.67			
			MOUSE PAD		16.00			
		0085186	MATERIAL AND SUPPLIES	10/25/2011	15.54			
		0085195	HANGING FILE FOLDER FRAME	10/26/2011	6.73			
		0085218	MATERIAL AND SUPPLIES	10/27/2011	23.65			
		0085301	COPIER PAPER	10/27/2011	223.25			
		0085335	MATERIALS AND SUPPLIES	11/02/2011	4.36			
	Total 9140				648.45	.00		
129198	SORENSEN, ANTON E	17909910	REFUND UTILITY DEPOSIT	10/31/2011	100.00			
	Total 129198				100.00	.00		
129194	SPEEDOMETER & AUTO ELECT	A59928	DASH CLUSTER E05	10/25/2011	300.06			
	Total 129194				300.06	.00		
127774	STEWART'S MERCANTILE	9296-230	MEETING EXPENSE	10/20/2011	90.00			
	Total 127774				90.00	.00		
9630	STROH'S INDUSTRIAL LUBRICA	1800	GREASE - SANITATION TRUCKS	10/24/2011	325.00			
	Total 9630				325.00	.00		
9635	STROUPE PEST CONTROL CO	110111-CH	PEST CONTROL - CITY HALL	11/01/2011	60.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
		110111-EL	BUILDING MAINT.	11/01/2011	55.00			
		10111-SHOP	PEST CONTROL - SHOP	11/01/2011	83.00			
	Total 9635				198.00	.00		
6240	THE UPS STORE	0149	EVIDENCE SHIPPING	10/11/2011	9.14			
		0366	EVIDENCE SHIPPING	10/17/2011	10.82			
		03868	BUBBLE MAILER (LESS TAX .11)	10/21/2011	2.69			
		0842	SHIPPING	10/28/2011	13.31			
		3867	POSTAGE	10/21/2011	33.57			
	Total 6240				69.53	.00		
128471	TITAN ACCESS	1C09822	LATCH	10/17/2011	16.71			
	Total 128471				16.71	.00		
9930	TRACTOR & EQUIPMENT CO	LW00126351	CAT BLADE REPAIRS H06	10/25/2011	2,185.65			
		3CR0012098	CREDIT	10/20/2011	201.22 -			
	Total 9930				1,984.43	.00		
127843	UNUM LIFE INS - LTD	110411	LTD	11/04/2011	2,365.79	2,365.79	11/04/2011	
	Total 127843				2,365.79	2,365.79		
127935	UNUM LIFE INSURANCE - LIFE	110411	UNUM Life Insurance Premium	11/04/2011	1,508.39	1,508.39	11/04/2011	
	Total 127935				1,508.39	1,508.39		
10150	V F W CLUB	102111	FLAG	10/21/2011	23.00			
	Total 10150				23.00	.00		
10180	V-1 PROPANE	851470	FORK LIFT PROPANE	10/03/2011	23.42			
		851542	FORK LIFT PROPANE	10/12/2011	21.44			
		851627	FORK LIFT PROPANE	10/20/2011	21.44			
	Total 10180				66.30	.00		
124442	VERIZON	1023626424	CELL PHONE SERVICE	10/20/2011	1,641.40			
	Total 124442				1,641.40	.00		
10280	VISA	NOV3444	MEETING EXPENSE - MAYOR	11/02/2011	12.56			
		NOV7933	WAMCAT MEETING - ADMIN	11/02/2011	77.00			
			WMPA BOARD MEETING - B. POND		37.81			
			WMPA BOARD MEETING - B. POND		6.04			
			WMPA BOARD MEETING - B. POND		33.29			
		NOV8377	C.A. CONFERENCE MATERIAL - JENNI	11/02/2011	18.96			
		NOV8385	DIGITAL RECORDER - PD	11/02/2011	75.95			
			UNIFORMS - PD		101.60			
			UNIFORMS - PD		47.07			
		NOV8393	TOOLS - PLOW JACKS - STREETS DEF	11/02/2011	98.06			
		NOV8401	EDUCATION & TRAINING - ENG.	11/02/2011	351.00			
		NOV8419	MATERIAL & SUPPLIES - AQUATICS	11/02/2011	43.36			
			TEEN NIGHT PIZZA - AQUATICS		51.94			
			REC CENTER PROGRAM - AQUATICS		56.16			
			ZUMBA FITNESS - REC CENTER		30.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
		NOV8427	DOMESTIC VIOLENCE TRAINING - PD	11/02/2011	186.04			
			DOMESTIC VIOLENCE TRAINING - PD		27.80			
			DOMESTIC VIOLENCE TRAINING - PD		37.17			
			DOMESTIC VIOLENCE TRAINING - PD		7.24			
			DOMESTIC VIOLENCE TRAINING - PD		23.25			
		NOV8450	FOOD FOR OFFICERS UP ALL NIGHT -	11/02/2011	58.66			
		NOV8468	WATER CONFERENCE EXPENSE - WA	11/02/2011	18.55			
			WATER CONFERENCE EXPENSE - WA		17.13			
			WATER CONFERENCE EXPENSE - WA		43.88			
			WATER CONFERENCE EXPENSE - WA		17.90			
			WATER CONFERENCE EXPENSE - WA		13.56			
		NOV8476	UNIFORMS - AQUATICS	11/02/2011	84.89			
			UNIFORMS - AQUATICS		191.77			
			WYAA CONFERENCE - J. BROWN		20.50			
			WYAA CONFERENCE - J. BROWN		99.00			
			WYAA CONFERENCE - J. BROWN		99.00			
			WYAA CONFERENCE - J. BROWN		20.98			
			REC CENTER PROGRAM - AQUATICS		83.18			
					<u>2,091.30</u>	<u>.00</u>		
Total 10280								
10285	VISIONARY COMMUNICATION	1733277	EMAIL HOSTING	10/25/2011	119.02			
					<u>119.02</u>	<u>.00</u>		
Total 10285								
10330	WAL MART COMMUNITY BRC	000406	SUPPLIES	10/28/2011	50.26			
		00132	HALLOWEEN CARNIVAL	10/27/2011	94.50			
		00231	CORRECT INPUT ERROR FROM LAST	10/11/2011	.27 -			
		00406	HALLOWEEN CARNIVAL	10/28/2011	39.25			
		00447	HALLOWEEN CARNIVAL	11/01/2011	20.00			
			CREDIT FOR HALLOWEEN CARNIVAL		20.00 -			
		01084	TINY TOT PROGRAM	10/25/2011	66.85			
		01146	OFFICE AND SQUAD ROOM SUPPLIES	10/26/2011	125.64			
		02544	SUPPLIES	10/21/2011	39.79			
			SUPPLIES		9.92			
			SUPPLIES		27.79			
		07068	Pizza	10/24/2011	21.24			20045
			Snack Cakes		7.25			20027
		07075	ASAP SUPPLIES	10/24/2011	319.39			
		07652	HALLOWEEN CARNIVAL	11/01/2011	90.28			
		07992	SUPPLIES	10/24/2011	6.97			
		08522	STORAGE BOX	11/03/2011	6.77			
		09802	SUPPLIES	10/21/2011	35.86			
			INPUT ERROR		.02			
		09803	Ramen Soup	10/21/2011	7.68			20050
					<u>949.19</u>	<u>.00</u>		
Total 10330								
10370	WATCO POOLS	12793	COMPLIANT DRAIN COVERS	08/12/2011	288.47			
		13186	POOL CHEMICALS	10/17/2011	1,055.97			
		13189	THERMOMETER	10/17/2011	27.15			
					<u>1,371.59</u>	<u>.00</u>		
Total 10370								
10400	WATERWORKS INDUSTRIES	110601-03	METER, OMNI C2 1 1/2"	11/01/2011	968.00			1188-W
					<u>968.00</u>	<u>.00</u>		
Total 10400								
124746	WCSTELECOM	20987942	LONG DISTANCE	11/01/2011	8.39			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
					8.39	.00		
	Total 124746							
10460	WEBSTER MOTORS, INC	28988	AIR CONDENSOR REPAIR	10/27/2011	170.61			
	Total 10460				170.61	.00		
10480	WESCO DISTRIBUTION INC	597533	ST LIGHTS WEST STRIP	10/20/2011	19,727.80			
	Total 10480				19,727.80	.00		
10570	WESTERN PATHOLOGY CONSU	0028047-IN	POLICY UPDATES	10/31/2011	75.00			
		CP1638	RANDOM TESTING	10/31/2011	90.00			
			RANDOM TESTING		31.50			
			RANDOM TESTING		36.00			
			RANDOM TESTING		9.00			
			RANDOM TESTING		36.00			
			RANDOM TESTING		22.50			
			RANDOM TESTING		13.50			
			RANDOM TESTING		27.00			
	Total 10570				340.50	.00		
10605	WESTERN UNITED ELECTRIC S	4015499	SYSTEM REPAIRS	10/28/2011	76.65			
		4015500	SYSTEM REPAIRS	10/28/2011	177.74			
		4015776	TOOLS	10/31/2011	125.00			
			SUPPLIES		11.36			
		4015801	ST LIGHT REPAIRS	10/31/2011	208.50			
			SYSTEM EXPENSE		151.50			
			SUPPLIES		89.81			
	Total 10605				840.56	.00		
10660	WOODWARD TRACTOR CO	73992-1	ELEVATED TREE PRUNING - PARKS	10/10/2011	201.00			
		74184	NEW HOSE - COMPRESSOR	10/17/2011	87.15			
		74417	PARK TREE REMOVAL PROJECT	10/26/2011	36.24			
		74433	TREE REMOVAL EQUIPMENT	10/27/2011	27.94			
		74539	MAINT ON HEDGE TRIMMER	11/02/2011	12.74			
	Total 10660				365.07	.00		
10670	WORKERS COMPENSATION DIV	11042011	WORKERS COMPENSATION	11/04/2011	12,336.32	12,336.32	11/04/2011	
			WORKERS COMPENSATION		23.11	23.11	11/04/2011	
			WORKERS COMPENSATION		339.05	339.05	11/04/2011	
	Total 10670				12,698.48	12,698.48		
127631	WY CHILD SUPPORT #167207	10/23/11	CHILD SUPPORT #167207/CV 1124836	11/01/2011	159.23	159.23	11/01/2011	
	Total 127631				159.23	159.23		
124522	WYOMING BANK & TRUST	111511	WATER BOND PAYMENT	11/15/2011	200.00			
			WATER BOND PAYMENT		11,427.45			
			WATER BOND PAYMENT		32,000.00			
	Total 124522				43,627.45	.00		
123957	WYOMING BANK AND TRUST	111511	ELECTRIC BOND PAYMENT	11/15/2011	700.00			
			ELECTRIC BOND PAYMENT		25,822.17			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
			ELECTRIC BOND PAYMENT		375,000.00			
	Total 123957				401,522.17	.00		
10810	WYOMING DEPT OF EMPLOYME	11/1/11	3rd quarter unemployment	11/01/2011	114.13	114.13	11/01/2011	
			3rd quarter unemployment		1,698.00	1,698.00	11/01/2011	
			3rd quarter unemployment		3,666.00	3,666.00	11/01/2011	
			3rd quarter unemployment		1,203.00	1,203.00	11/01/2011	
			3rd quarter unemployment		1,196.45	1,196.45	11/01/2011	
	Total 10810				7,877.58	7,877.58		
128921	WYOMING DEPT OF HEALTH	W744-10-11	BAC T TESTING	10/24/2011	150.00			
	Total 128921				150.00	.00		
10805	WYOMING DEPT OF TRANSPOR	0000045016	SHERIDAN AVE PROJECT	10/31/2011	194.99			
	Total 10805				194.99	.00		
10920	WYOMING MUNICIPAL POWER ,	103111	POWER PURCHASE - OCTOBER 2011	10/31/2011	473,064.05			
	Total 10920				473,064.05	.00		
127646	WYOMING PEACE OFFICERS AS	102711	ANNUAL MEMBERSHIP - 19 OFFICERS	10/27/2011	190.00			
	Total 127646				190.00	.00		
10950	WYOMING RETIREMENT SYSTE	110411	CONTRIBUTIONS -	11/04/2011	56,903.43	56,903.43	11/04/2011	
	Total 10950				56,903.43	56,903.43		
11025	WYOMING WATER DEVELOPME	101711	LOAN #9707178/FY97 LOAN #9707178/FY97	10/17/2011	13,927.94 5,133.41			
	Total 11025				19,061.35	.00		
11150	YELLOWSTONE REGIONAL AIRI	110111	NOVEMBER FUNDING	11/01/2011	15,679.92			
	Total 11150				15,679.92	.00		

Total Paid: 89,662.31
 Total Unpaid: 1,493,777.66
 Grand Total: 1,583,439.97

Payroll \$213,283.66

Total \$1,796,723.57

MEETING DATE:	NOVEMBER 15, 2011
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT

Bid No. 2011-19, Skyline Drive and West Strip Water Main Installation Project

ACTION:

Staff requests that the Mayor and Council award Bid No. 2011-19, Skyline Drive and West Strip Water Main Installation Project, to the apparent low and responsive bidder Harris Trucking and Construction Company. The apparent low and responsive bid was in the amount of \$83,367. Staff also requests that the Council authorize the Mayor to enter into and sign a contract with Harris Trucking and Construction Company after all contracts documents have been completed.

On November 2, 2011, bids for Bid No. 2011-19, Skyline Drive and West Strip Water Main Installation Project, were opened and publicly read aloud. The City received Two (2) bids from the following companies: Harris Trucking and Construction Company and Lindstadt Construction. The bid tab is attached for reference. The apparent low and responsive bidder was Harris Trucking and Construction Company in the amount of \$83,367.

The City of Cody has budgeted for fiscal year 2011-2012 the installation of a new water main from Skyline Drive North 500+ feet, the removal of a PRV Station and the installation of a new PRV off of the West Strip. The monies budgeted were from the Water Fund Enterprise Account. To facilitate the installation, the City previously entered into a professional services contract with Sage Engineering for Design, Bid and Construction Observation and Administration duties associated with the Skyline Drive and West Strip Water Main project. The fee for the aforementioned professional services contract was \$27,810.

FISCAL IMPACT

The total expected cost, including engineering and construction observation of the project is \$111,177. The monies budgeted for the project was \$284,020 from the Water Fund Enterprise Account. If all quantities developed as anticipated, the savings on the project will be \$172,843.

ALTERNATIVES

1. Award Bid No. Bid No. 2011-19, Skyline Drive and West Strip Water Main Installation Project, to the apparent low and responsive bidder Harris Trucking and Construction Company and authorize the Mayor:
 1. To enter into and sign a contract with Harris Trucking and Construction Company after all contracts documents have been completed.
2. Reject all bids and re-bid the project.

RECOMMENDATION

Staff recommends that the Mayor and Council award Bid No. 2011-19, Skyline Drive and West Strip Water Main Installation Project, to the apparent low and responsive bidder Harris Trucking and Construction Company and authorize the Mayor to enter into and sign a contract with Harris Trucking and Construction Company after all contracts documents have been completed, subject to review by the City Attorney.

ATTACHMENTS

1. Bid Tabulation

AGENDA & SUMMARY REPORT TO:

Harris Trucking and Construction Company
Sage Engineering

AGENDA ITEM NO. _____



CITY OF CODY
City Bid No. 2011-19
Skyline Drive and West Strip Water Main Installation Project
BID TABULATION
BID OPENING - November 2, 2011 10:00 A.M.



				Engineer's Estimate		Harris Trucking & Construction Cody, WY		Lindstadt Construction WY	Pavillion,
SEC	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
00001	MOBILIZATION	LS	1	\$8,050.00	\$8,050.00	\$12,920.00	\$12,920.00	\$6,000.00	\$6,000.00
00002	UTILITY MAPPING	LS	1	\$1,000.00	\$1,000.00	\$633.00	\$633.00	\$2,750.00	\$2,750.00
00004	STREET REPAIR	LF	1	\$2,500.00	\$2,500.00	\$3,429.00	\$3,429.00	\$3,500.00	\$3,500.00
02220/02225	TRENCH EXCAVATION & BACKFILL	LF	570	\$22.00	\$12,540.00	\$17.70	\$10,089.00	\$20.00	\$11,400.00
02665	TREATED WATER MAIN - 6 INCH PVC	CY	40	\$20.00	\$800.00	\$9.45	\$378.00	\$30.00	\$1,200.00
02665	TREATED WATER MAIN - 12 INCH PVC	CY	530	\$32.00	\$16,960.00	\$20.40	\$10,812.00	\$40.00	\$21,200.00
02665	TREATED WATER VALVE - 10 INCH	SY	1	\$3,000.00	\$3,000.00	\$2,593.00	\$2,593.00	\$3,500.00	\$3,500.00
02665	TREATED WATER VALVE - 12 INCH	EA	1	\$3,500.00	\$3,500.00	\$2,805.00	\$2,805.00	\$3,500.00	\$3,500.00
02665	22.5° ELBOW - 6 INCH	EA	1	\$400.00	\$400.00	\$311.00	\$311.00	\$400.00	\$400.00
02665	11.25° ELBOW - 12 INCH	LF	5	\$400.00	\$2,000.00	\$489.00	\$2,445.00	\$1,000.00	\$5,000.00
02665	22.5° ELBOW - 12 INCH	LF	1	\$400.00	\$400.00	\$570.00	\$570.00	\$1,000.00	\$1,000.00
02665	45° ELBOW - 12 INCH	LF	1	\$400.00	\$400.00	\$593.00	\$593.00	\$1,000.00	\$1,000.00
02665	TEE - 12 IN X 6 IN	EA	1	\$600.00	\$600.00	\$1,004.00	\$1,004.00	\$1,700.00	\$1,700.00
02665	TEE - 14 IN X 12 IN	EA	1	\$800.00	\$800.00	\$2,114.00	\$2,114.00	\$1,400.00	\$1,400.00
02665	REDUCER - 12 IN TO 10 IN MJ x MJ	EA	1	\$450.00	\$450.00	\$752.00	\$752.00	\$1,000.00	\$1,000.00
02645	FIRE HYDRANT ASSEMBLY	EA	1	\$5,500.00	\$5,500.00	\$5,025.00	\$5,025.00	\$4,500.00	\$4,500.00
00005	PRESSURE REDUCING VALVE ASSEMBLY - REMOVAL	EA	1	\$4,500.00	\$4,500.00	\$1,786.00	\$1,786.00	\$2,000.00	\$2,000.00
00005	PRESSURE REDUCING VALVE ASSEMBLY - INSTALLATION	EA	1	\$12,000.00	\$12,000.00	\$12,788.00	\$12,788.00	\$6,000.00	\$6,000.00
00005	PRV VAULT	LF	1	\$6,500.00	\$6,500.00	\$12,320.00	\$12,320.00	\$10,000.00	\$10,000.00
TOTAL BID					\$81,900.00		\$83,367.00		\$87,050.00
				%	of Engineer's Estimate		102%		106%

MEETING DATE:	NOVEMBER 15, 2011
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT CODY CANAL CROSSING AND MAINTENANCE AGREEMENT

Action

Staff requests that the Council authorize the Mayor to sign the attached Crossing and Maintenance Agreement subject to approval by the City Attorney.

Background

The City of Cody has budgeted for fiscal year 2011-2012 the construction of a new water main to improve pressures on the West Strip. Monies budgeted were a combination of water funds and State Lands and Investment Board. The City was unsuccessful in obtaining the SLIB funds so the entire project will be funded with Water Enterprise funds. To facilitate the reconstruction, the City hired the Engineering Firm of Sage Engineering to prepare the plans and specifications for the project as well as to provide bid, construction observation and administrative duties for the project. Sage Engineering has completed their plans and specifications and the plans include the crossing of Cody Canal. The attached Crossing and Maintenance Agreement is what is required by Cody Canal for all crossings of their facilities.

Monies allocated for the project were as follows:

City of Cody Water Enterprise Funds	—	\$284,020
-------------------------------------	---	-----------

FISCAL IMPACT

No fiscal impact is anticipated by signing this agreement as the plans and specifications call for addressing all the requirements spelled out in the agreement. The City will have a bond to cover issues of non-compliance if necessary.

ALTERNATIVES

1. Council authorizes the Mayor to sign the attached Crossing and Maintenance Agreement subject to approval by the City Attorney.
2. Council denies authorizing the Mayor to sign the attached Crossing and Maintenance Agreement and/or requests modifications.

RECOMMENDATION

Staff recommends that the Council authorizes the Mayor to sign the attached Crossing and Maintenance Agreement subject to approval by the City Attorney.

ATTACHMENTS

Crossing and Maintenance Agreement

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

CROSSING AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, by and between the CODY CANAL IRRIGATION DISTRICT, by and through its Board of Commissioners, hereinafter "Cody Canal," and the CITY OF CODY, Cody, Wyoming, hereinafter "City".

WHEREAS, the City is undertaking to rebuild an existing potable water line in the vicinity of the main Cody Canal and its intersection with Skyline Drive, one hundred feet (100') west of Skyline Drive, within the City of Cody, Wyoming; and

WHEREAS, the City plans to cross the main canal with an open trench and to bury the potable water line six feet (6') below the bottom of the Cody Canal bed; and

WHEREAS, Cody Canal and the City desire to enter into an agreement setting forth the understanding of the parties regarding the work proposed.

WHEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Cody Canal grants its consent for the City to construct a potable water line in the location described above, and on the attached Exhibit "A", pursuant to the terms and conditions set forth herein. An open trench shall be dug through the Cody Canal and the line shall be a buried line six feet (6') below the bottom of the Cody Canal bed.

2. The City shall submit all plans for construction to Jerry Bales, Manager of Cody Canal, for review and approval prior to construction. Approval shall not be unreasonably withheld by Cody Canal.

3. All work on the crossing, including maintenance, construction or reconstruction shall occur after November 1 and prior to April 15 of any year.

4. All construction of the crossing and maintenance of the potable water line shall be completed so as to maintain the uninterrupted historic flow of Cody Canal during the irrigation season.

5. Any alteration, construction and maintenance required to be done by the City under this agreement shall be done without cost to the Cody Canal.

6. The City of Cody shall seek easements and consents from the real property owners over which it crosses. This Agreement only addresses consent by the Cody Canal within its easement, and does not address property rights of the landowners where the crossing will occur.

7. The crossing shall not create an encumbrance in the Cody Canal easement and the City of Cody shall not construct any fence, building, structure or other objects which would impede

the ability of Cody Canal to operate and maintain its irrigation facilities. The Manager of the Cody Canal shall be contacted by the City of Cody, or any contractor, in a reasonable amount of time prior to the City of Cody, or any of its contractors or subcontractors, altering the canal structures. The Manager of the Cody Canal shall have the option of being on site at the time of the work. Following completion of all construction by the City of Cody, the City of Cody shall provide as-built drawings of all crossings to the Cody Canal.

8. The City of Cody covenants, represents and warrants that work done on the Cody Canal Irrigation System shall be done in a good, workmanlike manner, in accordance with generally accepted engineering and construction practices.

9. The City of Cody agrees to repair any breach or leak in the area of the crossing of the canal due to damage caused by the City of Cody work described herein. The City of Cody shall be responsible for any and all claims, losses, damages, injuries, and liabilities arising from the construction activities on the potable water line in the vicinity of the Cody Canal.

10. The City of Cody, its contractors, subcontractors, and employees shall have free access to the Cody Canal irrigation system in the area described herein and on the attached exhibit during the term of the construction process, and all maintenance described herein.

11. In the event of litigation concerning a breach of this agreement, the parties agree that the breaching or unsuccessful party shall pay all reasonable costs of the successful party, including, but not limited to, attorney's fees and court costs incurred in enforcing the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF CODY

By _____
Nancy Tia Brown, Its Mayor

CODY CANAL IRRIGATION DISTRICT

By _____
Its President, Matt Bell

ATTEST:

Mary Helen Reed, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by MATT BELL, President of CODY CANAL IRRIGATION DISTRICT, on behalf of the District.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Nancy Tia Brown, the Mayor of the CITY OF CODY.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

Meeting Date: November 15, 2011
Department: Administrative Services
Prepared By: Cindy Baker
Dept. Dir. Approval: _____
City Adm. Approval: _____
Presented By: Cindy Baker

AGENDA ITEM SUMMARY REPORT

Website Design and Hosting Services

ACTION

Staff requests that the Council authorize the Mayor to enter into and sign a contract between the City of Cody and CivicPlus to design a new website with support options and hosting included.

BACKGROUND

In 2003-2004 the City of Cody began working on developing a website and first partnered with SaffronFusion LLC (aka Hasth), a local provider, to create our first web presence. Later, SaffronFusion LLC relocated and due to communication issues and timelines, as well as site functionality limitations, the City began looking into a new website provider in 2007. In early 2008 the City of Cody chose to partner with Richbank-Studios, a locally owned company with many prominent local clients. The City's current website was developed by Richbank-Studios, with hosting being provided by Hosting.com as Richbank-Studios did not host sites of this size. We have been using the website extensively ever since. On Sept. 28, the City was notified by Hosting.com that the current product we are using (Windows VPS Builder Plus CF) will no longer be available as of Oct. 1, 2012. Also, the cost associated with that product will rise from \$2,200 yearly to \$5,516 as of Mar. 2, 2012, which is our current payment due date. After Oct. 1, 2012, the cost for the equivalent new product would be \$617 per month, or roughly \$7,404 per year, not inclusive of any costs associated with moving the current website to the new solution. This is a significant increase in hosting costs going forward. As such, the City began looking into alternative hosting options. In this process it was discovered that our current website provider, Richbank-Studios, is no longer in business and our current website has no obligated support options should problems arise. This is an unacceptable situation as currently Website problems can arise from several sources, including security, browser changes, other technology changes, hosting environment changes, etc.

SUMMARY

After review of all materials submitted, website demos and viewing existing clients' websites of each entity contacted, staff has concluded CivicPlus is a reputable Government focused provider that not only designs websites, but can provide the City of Cody with full service solutions tailored for local governments. Services included, but not limited to, maintenance, training, hosting, 24 hour support, continuous upgrades and updates, E-government tools, interactive features, user-friendly navigation, and Government Content Management System. The City will be provided many new features, but will still have the ability to change pages on our own, access city utility forms and applications,

AGENDA ITEM NO. _____

employment applications, searchable databases, a calendaring system for upcoming events, an ability to use mailing lists, subscription services for the public, current weather forecast, video audio streaming. In the coming years, a refresh would have been budgeted in order to correct some increasing issues with the current website's functionality and compatibility. CivicPlus offers a refresh to clients every four years at no additional cost. Another saving to the City would be the first year hosting fee is waived if a contract is entered into before December 31, 2011.

It is anticipated that this project could take 4 to 6 months to develop and test. This could possibly require the City to pay Hosting.com in March of 2012 for continued hosting, but once the site is operational at CivicPlus, Hosting.com will provide a refund for the remainder of the unused contract period. During the design period, the City would hope be able to contact one of the former owners of our current website provider to assist with any problems that arise until the new website is operational.

FISCAL IMPACT

Hosting cost of \$2,200 were budgeted for FY11-12, however may need to be utilized for hosting cost as of March 2012. There have been savings in software and hardware purchases for a total of \$7,800. Staff would request Council's approval to utilize funds budgeted in the salary line item for the City Planner position, as it has not been filled and was budgeted for the entire year. There is a surplus of funds available in this line to cover the remaining \$16,119.00.

ALTERNATIVES

1. Partner with a reputable nationwide Local Government focused Website service provider, CivicPlus to include design, hosting, maintenance, 24x7 support, and upkeep of the website, all in one location.
2. Do nothing. Pay the increased cost as of Mar. 2, 2012, move the website to the new Hosting.com solution before Oct. 1, 2012, again paying the increased cost (or move to a new web host before that time if a suitable Coldfusion host can be found). This would require that we are able to contact one of the former owners of our current website provider to assist with the move and any problems that arise from the move.

RECOMMENDATION

Staff recommends entering into a professional services contract with Civic Plus, a reputable nationwide Local Government focused Website provider for \$23,919 to create a new website with support options and hosting included in one package..

ATTACHMENTS

Contract, Terms and Conditions

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

Project Development with Optional Redesign

Organization	City of Cody, Wyoming	URL	www.cityofcody-wy.gov	
Street Address	1338 Rumsey Ave			
Address 2				
City	Cody	State	WY	Postal Code 82414
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.				
Emergency Contact & Mobile Phone	Toby Startin 307-250-0411			
Emergency Contact & Mobile Phone	Jenni Rosencranse 307-272-0942			
Emergency Contact & Mobile Phone	Cindy Baker 307-272-1016			
Billing Contact	Cindy Baker	E-Mail	cindyb@cityofcody.com	
Phone	307-527-7511	Ext.	Fax	307-527-6532
Billing Address	PO Box 2200			
Address 2				
City	Cody	ST	WY	Postal Code 82414
Tax ID #	83-6000052	Sales Tax Exempt #	11-168	
Billing Terms	Annual	Account Rep	Will Spicer	
Info Required on Invoice (PO or Job #)	TS110311A			
Contract Contact	Jenni Rosencranse	Email	jennir@cityofcody.com	
Phone	307-527-7511	Ext.	Fax	307-527-6532
Project Contact	Toby Startin	Email	tobys@cityofcody.com	
Phone	307-527-7511	Ext.	Fax	307-527-6532

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for the City of Cody, WY (Client) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), Additional Page and/or Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.



Billing & Payment Terms

4. One-third of the total Project Development fee will be billed upon completion of design (Objective 1, Exhibit A); one-third of the total Project Development fee will be billed upon completion of content (Objective 2, Exhibit A). The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live (Objective 4, Exhibit A).
5. The client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project Go-Live the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the client.
6. Project Development invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
7. Invoicing for Annual Support, Maintenance & Hosting begins six months from contract signing or upon project Go-Live whichever occurs first.
8. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year, and are Invoiced prior to the year of service.
9. After project go-live, if the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
10. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content (graphic designs, web content, page designs and banners), and Content Management System (CMS) Software. Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

Support

11. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
12. Support includes providing technical support of the CivicPlus Content Management Software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
13. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, take action to correct any problems or defects discovered in the Software and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
14. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

15. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
16. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
17. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
18. Client allows CivicPlus to display a "Powered by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

19. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, client will own the graphic designs, web content, page designs and banners ("Customer Content"), as well as the CMS Software.



Service & License Agreement for **Cody, WY**

20. Upon completion of the development of the site, client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
21. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the software; (iii) create Internet "links" to the Software or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.
22. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CMS System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

23. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.
24. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
25. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

26. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

City of Cody, WY

Date

CivicPlus

Date

Sign and Fax this Copy

Attn: Contract Manager
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid until November 30th.

Project Development	\$23,919
First Year's Annual Support, Maintenance & Hosting <i>Server Storage not to exceed 15 GB; Media Center Storage not to exceed 10 GB</i>	FREE
Total Fees Year 1	\$23,919
Year 2-3 Annual Support, Maintenance & Hosting (\$4,190/year) <i>Not subject to annual 5% increase</i>	\$8,380
Year 2 and Beyond Annual Support, Maintenance & Hosting <i>Subject to annual 5% increase year 3 and beyond</i>	\$4,190

--Remainder of this page left intentionally blank--

Project Development

Phase 1: Analysis and Timeline Development <i>Deliverable:</i> Project Timeline and worksheets	\$2,112
Phase 2: Website Design <i>Deliverable:</i> Website Design Composition	\$4,909
Phase 3: Navigation Architecture Development <i>Deliverable:</i> Navigation structure optimized for your website	\$1,177
Phase 4: Modules and Site Setup <i>Deliverable:</i> Set up fully functional site, software that runs the site, and site's statistical analysis.	\$2,140
Phase 5: Content Development of 100 standard pages and up to 500 supporting elements <i>Deliverable:</i> Website content development and module content.	\$4,834
Phase 6: Test and Review, Establish Future Expectations <i>Deliverable:</i> List of items that need to be addressed	\$2,062
Phase 7: 32 Hours Interactive Webinar Training (up to 6 employees) <i>Quote includes free use of up to 6 webcams and headsets</i> <i>Deliverable:</i> Train System Administrator(s) on GCMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	\$4,864
Phase 8: Go-Live and Project Review <i>Deliverable:</i> Final project review report	\$1,350
Phase 9: Marketing <i>Deliverable:</i> Registration of site with all major search engines	\$440
Phase 10: Ongoing Consultation <i>Deliverable:</i> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	Included
Additional Functionality	
Google Translation Tool	Included
Gov 2.0 Upgrades	
Blog	Included
Facebook Integration	Included
Share	Included
Twitter Integration	Included
Options Included in One-Time Fee	
None	n/a
Total Project Development Fee	\$23,919
First Year Annual Support, Maintenance and Hosting Fee Server storage not to exceed 15 GB; Media Center storage not to exceed 10 GB	FREE
Total Fees Year 1	
\$23,919	



Project Development Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • ePay • Facilities & Reservations • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • My Dashboard • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Permits & Licensing • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator • Request Tracker (5 users) • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Exhibit B – Redesign Details

**CivicPlus Project Development Services & Scope of Services for
CP Advanced Redesign**

- New CP Advanced Redesign
- Redevelop banner
- Up to 3 graphic buttons to promote special services
- Redevelop navigation method (may choose top drop-down or other options)
- Select color scheme to match new graphics
- Design setup – wireframe
- Print this page option
- Email this page option
- Breadcrumbs
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be rewritten or pages broken up (shortened or resectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly

MEETING DATE:	NOVEMBER 15, 2011
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT

Completion of Cougar Ave. Reconstruction (BID NO. 2011-13)

Action

The Cougar Ave. Reconstruction project is now complete. Staff requests that the Mayor and Council approve two (2) changes orders and authorize the Mayor to sign them both. Staff also requests that the Mayor and Council authorize the Mayor to sign the Substantial Completion Certificate.

Background

Bid No. 2011-13, Cougar Ave. Reconstruction Project, was awarded by the Mayor and Council to the apparent low and responsive bidder Harris Trucking and Construction Company on September 6, 2011. The bid for the project was \$270,698.00 based on the estimated bid quantities and included a deduct of \$1,740 if the City milled the asphalt materials in place. Consequently, the total bid from Harris Trucking and Construction Company was \$268,958.00.

Change Order #1 addresses the purchase and installation of a storm drain infiltration basin. While reconstruction activities were on-going it was determined that a low spot existed that was unable to be addressed through grading. The installation of a storm drain infiltration basin was the only answer to the challenge without tearing out a significant amount of curb, gutter and sidewalk. The increase to the project for the basin was \$4,978.00.

Change Order #2 is the final reconciliation to address the difference in cost from the original bid price to the final project cost. Despite having completed a geotechnical review of the sub-soils beneath the street, more unacceptable materials were encountered than anticipated and more excavation was required. The additional excavation led to additional pit run for additional cost. There were fewer linear feet of asphalt cut and less asphalt oil used than anticipated although actual tonnage of asphalt was up slightly. Overall, the increase to the contract through reconciliation was another \$3,100.30.

The City of Cody budgeted for fiscal year 2011-2012 the reconstruction of the remainder of Cougar Ave. from 19th to Blackburn. The monies budgeted were State Lands and Investment Board consensus funds. To facilitate the reconstruction, the City previously entered into a professional services contract with Engineering Associates for Design, Bid and Construction Observation and Administration duties associated with the Cougar Ave. reconstruction project. Their fee for the aforementioned services was approved for up to \$18,935. Total project costs were estimated at \$287,893. Monies originally allocated for the project were as follows:

State Lands and Investment Board Consensus Funds	-	\$410,012
City of Cody General Funds	_	\$34,228

The consensus funds were allocated with a 92.3% SLIB funds and 7.7% General Funds split.

FISCAL IMPACT

The total expected cost, including engineering and construction observation of the project is \$295,971.30. The project was estimated to cost the City of Cody \$444,240 thus an overall saving of \$148,268.780 will be realized

AGENDA ITEM NO. _____

on the project. State Lands and Investment Board consensus grant funds will cover \$273,181.50 of the \$295,971.30 and the remaining \$22,789.80 will be paid for from the Streets general funds.

ALTERNATIVES

1. Mayor and Council approves the two (2) changes orders and authorize the Mayor to sign them both. Mayor and Council also authorize the Mayor to sign the Substantial Completion Certificate.
2. Deny the two change orders and ask for more negotiation.

RECOMMENDATION

Staff recommends that the Mayor and Council approve the two (2) changes orders and authorize the Mayor to sign them both and also authorize the Mayor to sign the Substantial Completion Certificate.

ATTACHMENTS

1. Change Order Documents and the Substantial Completion Document.

AGENDA & SUMMARY REPORT TO:

N/A

Change Order

No. 1

Date of Issuance: October 18, 2011

Effective Date: October 20, 2011

Project: COUGAR AVENUE RECONSTRUCTION	Owner: CITY OF CODY	Owner's Contract No.: BID # 2011-
Contract: COUGAR AVENUE RECONSTRUCTION		Date of Contract: 9/7/11
Contractor: HARRIS TRUCKING & CONSTRUCTION		Engineer's Project No.: 11061.00

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

Description:

Installation of a storm drain infiltration basin.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$268,985.00

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

\$N/A

Contract Price prior to this Change Order:

\$268,958.00

[Increase] [Decrease] of this Change Order:

\$4,978.00

Contract Price incorporating this Change Order:

\$273,936.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 25

Ready for final payment (days or date): 30

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

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 25

Ready for final payment (days or date): 30

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 10/18/11

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/27/11

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Order

No. 2

Date of Issuance: October 25, 2011

Effective Date: October 26, 2011

Project: COUGAR AVENUE RECONSTRUCTION	Owner: CITY OF CODY	Owner's Contract No.: BID # 2011-
Contract: COUGAR AVENUE RECONSTRUCTION		Date of Contract: 9/7/11
Contractor: HARRIS TRUCKING & CONSTRUCTION		Engineer's Project No.: 11061.00

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

Description:

Reconcile the difference in cost from the original bid price to the final project cost.

Attachments (list documents supporting change):

Reconciliation Change Order Worksheet

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$268,985.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

\$4,978.00

Contract Price prior to this Change Order:

\$273,936.00

[Increase] [~~Decrease~~] of this Change Order:

\$3,100.30

Contract Price incorporating this Change Order:

\$277,036.30

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 25

Ready for final payment (days or date): 30

[Increase] [~~Decrease~~] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 25

Ready for final payment (days or date): 30

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 10/25/11

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/27/11

Date: _____

SIGN HERE

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

OWNER: CITY OF CODY, WYOMING							10/26/2011
PROJECT: COUGAR AVENUE RECONSTRUCTION							
JOB NO.: 11061.00							
RECONCILIATION CHANGE ORDER WORK SHEET							
NO.	DESCRIPTION	UNITS	EST. QTYS.	ACTUAL QTYS.	DIFF.	UNIT PRICE	DIFF.
1	MOBILIZATION	LS	1	1	0	\$10,050.00	\$0.00
2	TRAFFIC CONTROL	LS	1	1	0	\$6,500.00	\$0.00
3	MAP BURIED UTILITY	EA	16	3	-13	\$103.00	(\$1,339.00)
4	GENERAL STORM WATER PERMIT FOR CONSTRUCTI	LS	1	1	0	\$1,000.00	\$0.00
5	WHEEL OR SAWCUT ASPHALT	LF	1120	778	-342	\$1.00	(\$341.80)
6	ASPHALT REMOVAL	SY	8700	8700	0	\$1.00	\$0.00
7	ADJUSTING EXISTING UTILITY ACCESSORIES	EA	15	15	0	\$282.00	\$0.00
8	EXCAVATION	CY	3500	4362	862	\$6.00	\$5,172.00
9	PIT RUN 3" MINUS	CY	1940	2802	862	\$15.75	\$13,576.50
10	CRUSHED BASE -GRADING W	CY	1450	1453	3	\$18.00	\$54.00
11	AC PG 58-28	TON	130	111.6	-18	\$653.00	(\$12,015.20)
12	HOT PLANT MIX - TYPE II (1/2" MIX)	TON	950	977.5	28	\$39.00	\$1,072.50
13	HOT PLANT MIX - TYPE II (3/4" MIX)	TON	950	891.7	-58	\$39.00	(\$2,273.70)
14	CONDUIT ASSEMBLY RELOCATION	LF	70	0	-70	\$11.50	(\$805.00)
						RECONCILIATION AMT:	\$3,100.30
						ACTUAL CONT. AMT:	\$268,958.00
						RECONCILIATION AMT:	\$3,100.30
						NET AMT:	\$272,058.30

Certificate of Substantial Completion

Project: COUGAR AVENUE RECONSTRUCTION

Owner: CITY OF CODY

Owner's Contract No.: BID # 2011-13

Contract: COUGAR AVENUE RECONSTRUCTION

Engineer's Project No.: 11061.00

This [~~tentative~~] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

October 25, 2011

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [~~tentative~~] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

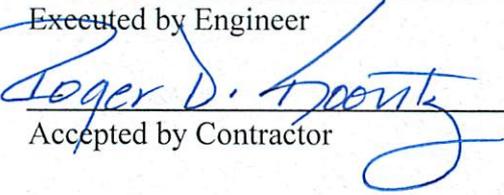
Security, Operation, Safety, Maintenance, Heat, Utilities, and Insurance.

Contractor's Amended Responsibilities:

Warranties and Guarantees

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	<u>10/26/11</u> Date
 Accepted by Contractor	<u>10/27/11</u> Date
Accepted by Owner	Date

SIGN HERE

MEETING DATE: NOVEMBER 15, 2011
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for a New Restaurant Liquor License

BACKGROUND

Heritage Bakery is applying for a new restaurant liquor license. At its discretion the City may approve or deny the application under Wyoming State Statutes Title 12.

SUMMARY

Steve and Patsy Carpenter of Heritage Bakery located at 1532 Wyoming Ave have applied for a new restaurant liquor license. The application is complete and the advertising fee has been paid.

FISCAL IMPACT

If approved, the City will receive a pro-rated license fee of \$532.25 an annual renewal fee of \$750.00.

ALTERNATIVES

1. Approve issuing a new restaurant liquor license to Heritage Bakery.
2. Deny issuing the new restaurant liquor license to Heritage Bakery.

RECOMMENDATION

Approve issuing a new restaurant liquor license to Heritage Bakery..

ATTACHMENTS

1. Application for a new restaurant liquor license.

AGENDA & SUMMARY REPORT TO:

1. Steve & Patsy Carpenter 587-2622

AGENDA ITEM NO. _____

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

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

Date Filed: 10 / 17 / 2011

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ <u>522.25</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected:	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>260.00</u>	

Required Attachments Received: Yes

Advertising Dates(4): 10/24, 10/31, 11/7, 11/14/11

Hearing Date: 11 / 15 / 2011

Local Licensing Number: _____

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

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

Formerly Held by: _____

Applicant: Heritage Bakery

Trade Name (dba): Heritage Bakery

Premise Address: 1532 Wyo. Ave.
Number & Street

Cody Wyo 82414 Park
City State Zip County

Mailing Address: 1532 Wyo. Ave
Number & Street or P.O. Box

Cody, Wyo 82414
City State Zip

Business Telephone Number: 307, 587-2622

Fax Number: _____

E-Mail Address: _____

For the license term: 11 / 15 / 2011
Month Day Year

Through: 7 / 31 / 2012
Month Day Year

FILING FOR <input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) <input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL <input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)	To Assist the Liquor Division with scheduling inspections: DO YOU OPERATE? <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) <u>mon through Friday</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>10A - 8P</u>
FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF <u>Cody</u> <input type="checkbox"/> COUNTY OF <u>Park</u>		
FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LLP		

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

7x11 room in NW corner of building

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

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:
First Addition Lot 3 Blk 5 D2 General business

2. Do you W.S. 12-4-103 (a) (iii):
 (1) OWN the building in which sales room is located? YES (own)
 (2) LEASE the building in which sales room is located? YES (lease)

(A) DATE lease expires _____ located on page _____ paragraph _____ of lease document.
 (B) Provision for SALE of alcoholic or malt beverages located on page _____ paragraph _____ of lease document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Stephen Lynn Carpenter	7/23 1949	1532 Wyo Ave Cody WY 82414	307 587-2622	7	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Margaret Betsy Lee Carpenter	3/11 1951	1532 Wyo Ave Cody WY 82414	307 587-2622	7	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

COUNTY OF Park) SS.

Before Me, Sara Wead (Printed name of Notary or other officer authorized to administer oaths), (specify) a Notary Public, Officer authorized to administer oaths in and for Park County, State of Wyoming, personally appeared

Marianne P.L. Carpenter and Steve Carpenter name he/she being first duly sworn by me upon his oath, says that the



My Commission expires: 3/18/15

Witness my hand and official seal:

Sara Wead
(Notary Public or other officer authorized to administer oaths)

Title Notary

1. Steve Carpenter
2. Marianne P.L. Carpenter
3. _____
4. _____

Dated: 10/17/11

REQUIRED ATTACHMENTS:

- (1) Attach any lease agreements W.S. 12-4-103(a)(iii).
- (2) If building is not in existence, an architect's drawing or suitable plans of the room and premises to be licensed must be attached W.S. 12-4-102(a)(i).
- (3) A statement indicating the financial condition and financial stability of new applicant W.S. 12-4-102(a)(v).
- (4) Restaurant or Bar and Grill Liquor License Applications must attach a copy of their **CURRENT** and valid food service permit W.S. 12-4-407(a) or W.S.12-4-413(a).
- (5) Include a drawing of the dispensing room. W.S. 12-5-201(a).
- (6) Check or bank draft as payment for the application and for publishing the notice of application. W.S. 12-4-104(a). Direct billing is permissible.
- (7) If transfer, a form of assignment from current licensee, allowing transfer W.S. 12-4-601(b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

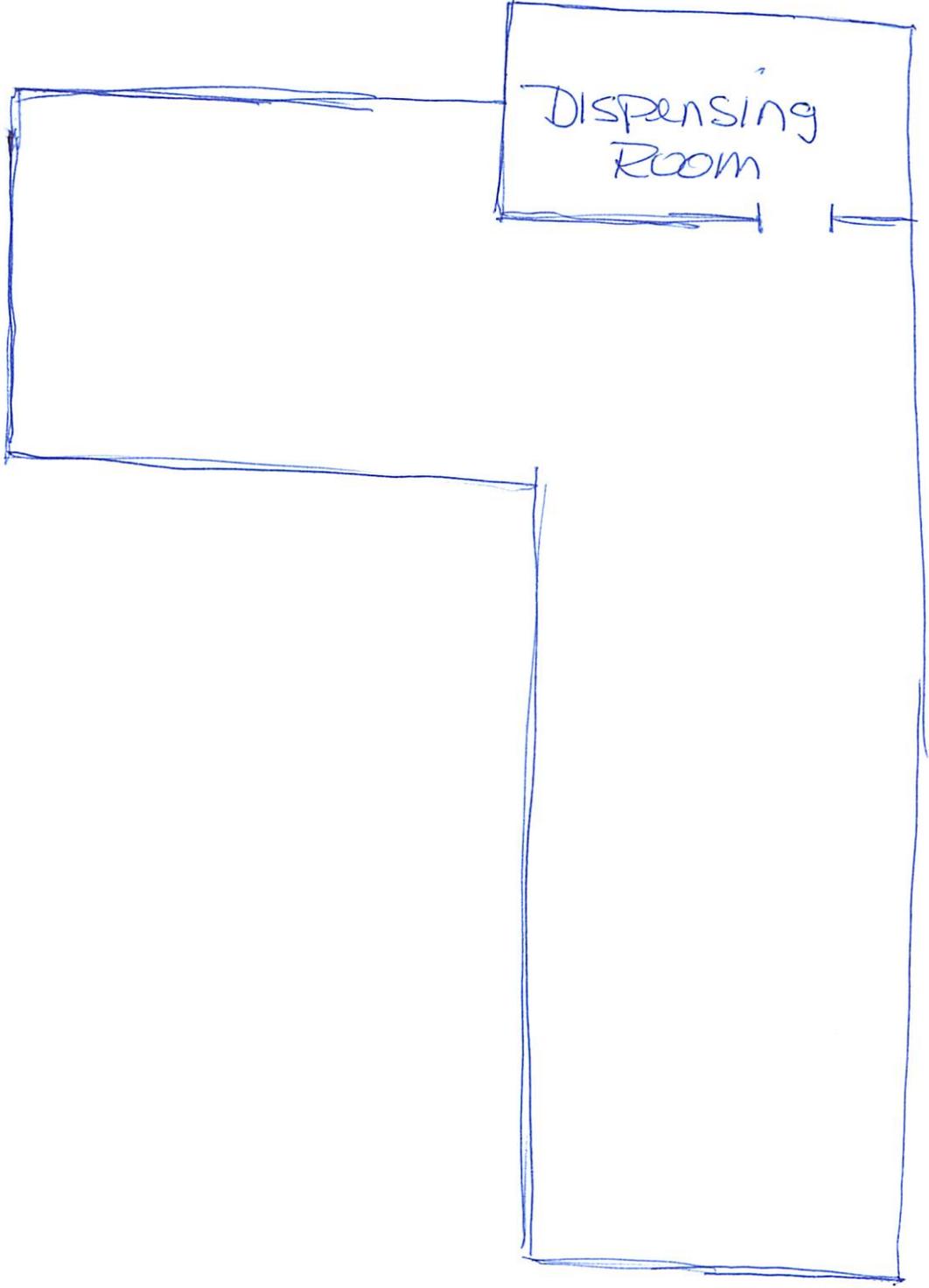
HEARING REQUIREMENTS W.S. 12-4-104(b):

Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (iii) The number, type and location of existing licenses or permits meets the needs of the vicinity under consideration;
- (iv) The desires of the residents of the county, city or town will no be met or satisfied by the issuance, renewal or transfer of the license or permit; or
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

HERITAGE BAKERY



7x11 Room in NW
corner of building

WDA-17A
04/28

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002
RECEIPT NUMBER
FD 031070

FOOD LICENSE



Account # 5306/5306-1

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

HERITAGE BAKERY
1532 WYOMING AVE
CODY, WY 82414

Expiration Date: 8/3/2012

Joan Farmerland

Director of Agriculture

Equal Opportunity in Employment and Services



Valley

Federal Credit Union

P. O. Box 20417 • Billings, MT 59104

406-656-9100 • 800-735-6803 • valleyfcu.com

September 30, 2011

Re: Heritage Bakery
Stephen & Marianne Carpenter
1532 Wyoming Ave
Cody WY 82414

To Whom It May Concern:

Please accept this letter as confirmation that the Heritage Bakery has been a member with Valley Federal Credit Union since 8/03/2009. They have been excellent members and handle their Business Account with us in a professional manner. I would attest that they are a stable and solvent business.

Sincerely,

Michelle Simoneau
Senior Account Executive

DRINKS

Coffee	1.50
Hot Tea	1.50
Iced Tea	1.50
Hot Chocolate	1.50
Coke	1.50
Diet Coke	1.50

DESSERTS

Pumpkin Brownie	2.50
Texas Sheet Cake	2.50
Pie	3.50
Pie a la Mode	4.50

FRESH ROASTED COFFEE BEANS

Espresso	11.50
Abसारoka Wilderness	11.50
Decaf Swiss Water	13.50
Sumatra FTO	13.50
Ethiopian Yirgacheffe Organic	13.50

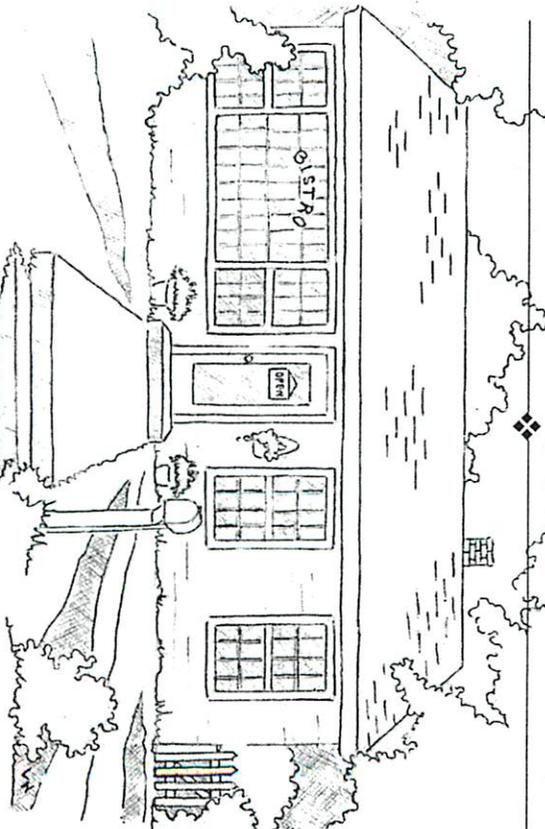
HERITAGE BAKERY & BISTRO

COFFEE ROASTER

Established 2004

1532 Wyoming Avenue
Cody, Wyoming 82414
587-2622

MENU



HOME OF FRESH from SCRATCH

Baked Items Lunch Roasted Coffee

Open 10 AM - 6 PM MONDAY - FRIDAY
LUNCH 11 AM - 2:30 PM

SANDWICHES

Includes cup soup or salad

MONDAY

French Dip 9.95
*Roast beef and provolone cheese on our own French
Bread served with au jus*

TUESDAY

Ham & Cheese 9.95
*Ham and Tillamook cheese and our own Bistro Mustard
on our own 7-grain bread*

WEDNESDAY

BLAT 9.95
Bacon, lettuce, avocado and tomato on our own foccacia

THURSDAY

Turkey Wrap 9.95
Turkey, on our own cranberry spread and lettuce on a white tortilla

FRIDAY

Bar-B-Que Pork 9.95
*Pulled pork smothered in Cattlemans Smokey Texas bar-b-que
sauce on our own toasted sandwich roll*

SOUPS

Choose a cup or bowl

Gazpacho
Chicken Vegetable Cup 3.95 / Bowl 5.95

QUICHE

Includes cup soup or salad

Chicken 9.95
Sundried tomatos and parmesan cheese

Bacon 9.95
Cheddar cheese and bacon crumbles

Vegetarian 9.95
Sundried tomatos and parmesan cheese

SPECIALTY SALADS

Taco 9.95
*Our own seasoned ground beef, black olives, cheddar cheese,
salsa and sour cream on a bed of romaine lettuce and tortilla chips*

Chicken Apple 9.95
*Chicken breast, apples, bleu cheese, craisins with vinaigrette
dressing on the side*

Chicken Greek 9.95
*Chicken breast, feta cheese, sundried tomatos, red onions, black
olives with vinaigrette dressing on the side*

Salad Bar 5.95

DINNER SPECIALTIES

SERVED WITH A HOUSE

Salad or Soup and

Baked Potato

RIBEYE 8-10 OZ. **\$ 24.95**

Fresh from Cody Meat

JUMBO SHRIMP **\$ 22.95**

6 Mexican Wild Shrimp

Grilled with garlic & butter sauce

QUICHE **\$ 19.95**

Sundried tomato, artichoke

Hearts & spinach. 3 cheeses

Bleu · FETA · Parmesan



A'LA CARTE **\$ 12.95**

Soup - House Salad - Baked Potato

Choose any 2



DRINKS **\$ 1.50**

Coffee, hot & cold tea

Coke - diet coke



DESSERTS

Ask your waiter



LIBATIONS

House Red Wine - House White Wine **‡ 4.00/glass**

Assorted Beers **‡ 3.00**

RESOLUTION NO. 2011-14

A RESOLUTION AUTHORIZING RESUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL - BUSINESS READY COMMUNITIES FOR A BUSINESS COMMITTED GRANT TO ASSIST IN THE DEVELOPMENT OF A WAREHOUSE BUILDING FOR CODY LABORATORIES

FOR THE PURPOSE OF: Developing a warehouse building for Cody Laboratories including the necessary infrastructure, access and associated amenities on property on Yellowstone Avenue, Cody, Wyoming. The project will be completed in cooperation with Forward Cody Wyoming, Inc.

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming desires to participate in the Wyoming Business Council – Business Committed Program to assist in financing this project, and;

WHEREAS, the Governing Body of the City of Cody, Wyoming recognizes that this project will provide high quality jobs and further stimulate the economy of the Cody area, and;

WHEREAS, the Wyoming Business Council Business Ready Communities Program requires that certain criteria be met, as described in the Wyoming Business Council’s Rules governing the program, and to the best of our knowledge this application will meet those criteria; and

WHEREAS, the Governing Body of the City of Cody, Wyoming plans to match the requested Business Committed Grant Program with funding provided by Forward Cody Wyoming, Inc. and the Cody Laboratories company; and

WHEREAS, the City of Cody held a public hearing on June 7, 2011 and again on November 15, 2011 and gave full consideration to all comments received;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING that a grant application in the amount of \$2,531,424 be submitted to the Wyoming Business Council for consideration of assistance in funding the costs associated with the implementation of this project.

BE IT FURTHER RESOLVED, that Forward Cody Wyoming, Inc. is hereby designated as the authorized representatives of the City of Cody to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 15th *day* of November 2011.

By: _____
Mayor

ATTEST:

CERTIFICATE

I, Cindy Baker, Administrative Services Officer, hereby certify that the foregoing Resolution was adopted by the City of Cody at a regular meeting held on November 15, 2011, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the minutes of the meeting.

Administrative Services Officer

MEETING DATE:	NOVEMBER 15, 2011
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN W. PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT
Blackburn Planned Unit of Development
PRELIMINARY AND FINAL PLAT

ACTION

Approve, approve with conditions or deny the submitted Preliminary and Final Plat of the Blackburn PUD as recommended by the Planning, Zoning and Adjustment Board.

BACKGROUND

A Preliminary and Final Plat for a Planned Unit of Development named the Blackburn PUD has been submitted by Ed Higbie. The property is located at the north end of Blackburn Street, described as property within Tract 40, Resurvey T.53N., R.101W., 6th P.M.

The Engineer of Record for the proposed subdivision is Sage Civil Engineers. The representatives for the Blackburn PUD will be Ed Higbie and Jeremy Easum. The application provides for the development of a 15 lot light industrial subdivision. The property is zoned Open Business/Light Industrial "D-3". The applicant has proposed that the development be approved with no sidewalks throughout the PUD, alleys limited to provide emergency egress from the development and that the streets and rights-of-way be approved at a reduced width.

The public hearing was advertized in the local paper on August 1 and 3, 2011 pursuant to the City of Cody Code for consideration of PUD's.

SUMMARY

The Planning, Zoning and Adjustment Board determined at their regularly scheduled meeting of August 9, 2011, that the board would consider a PUD application for the subject property. The preliminary plat was reviewed and tabled at the August 9, 2011 meeting of the Planning, Zoning and Adjustment Board.

The Planning, Zoning and Adjustment Board, at their regularly scheduled meeting of September 13, 2011, recommended for approval to council the Preliminary Plat for a Planned Unit of Development named the Blackburn PUD with the following conditions:

1. The Lot Owner's Association is responsible for the operation and maintenance of the Storm Water Facilities and the Detention Basin. If this condition is passed by the P&Z and Council, the Preliminary Plat will need to be changed to reflect that only the lands for the existing drainage are to be deeded to the City.
2. That the Final Plat is prepared to reflect easements required to cover all the existing power lines on the property.
3. That a Lot Owners association is created and all covenants and by-laws associated therewith are filed with the City for their review along with the submittal for the Final Plat.

The Cody City Council at their September 20, 2011 meeting moved to approve the Blackburn Planned Unit of Development Preliminary Plat with conditions outlined by the Planning and Zoning Board plus the Lot Owner's Association is responsible for the operation and maintenance of the streets. Vote was unanimous.

AGENDA ITEM NO. _____

A revised Preliminary Plat of the PUD and Final Plat of the Blackburn PUD were presented at the P&Z Board meeting of November 8, 2011. The revised plat showed the applicant requesting that the Blackburn PUD be approved with paved Private Streets, dedicated for the public use, narrower streets, curb, gutter, no internal alleys and no sidewalks within the subdivision. The sewer system, drainage system and streets will all be operated and maintained by the Lot owners within the subdivision.

The P&Z Board moved recommendation to Council approval of the Blackburn PUD with the following waivers and conditions:

1. A waiver of the requirement for Alleys.
2. A waiver of the Sidewalk Requirement.
3. Receipt and approval by staff and the City Attorney of By-laws for the Home Owners/Subdivision Lot Owners Association. The by-laws need to spell out how the maintenance of the curb and gutter and landscaping for the boulevard/island will be handled, how the costs will be attributed to the various lots, how monies will be put aside for the various impending costs, how the operation and maintenance of the irrigation system will be handled and how costs will be allocated, etc.
4. Approval by staff and the City Attorney of the Covenants for the Subdivision.
5. The applicant will be required to pay all tap and hook-on fees prior to the signing of the final plat.
6. Receipt of a Signed and Sealed set of both the Preliminary and Final Plat.

Vote was unanimous.

FISCAL IMPACT

Fiscal impact will be minimized and the only facilities operated and maintained by the City are the water facilities.

ALTERNATIVES

Approve, approve with conditions or deny the submitted Preliminary and Final Plats of the Blackburn PUD as recommended by the Planning, Zoning and Adjustment Board.

RECOMMENDATION

It is the staff's opinion that this application has merit, will be a nice addition to the City of Cody and that the Council should go with the recommendation from the Planning and Zoning Board.

ATTACHMENTS

1. Preliminary and Final Plats

AGENDA & SUMMARY REPORT TO:

1. Ed Higbie
2. Jeremy Easum

ORDINANCE 2011-22

AN ORDINANCE AMENDING TITLE IX, CHAPTERS 1 THROUGH 3 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, Chapters 1, 2, and 3 of the Cody City Code are hereby amended as follows:

Title 9 BUILDINGS

Chapter 1 IN GENERAL

9-1-1: BUILDING OFFICIAL GENERALLY:

There is hereby created the office of building safety and the official in charge thereof shall be known as the building official. The building official shall be an employee of the city, to be hired by the city administrator. The building official is hereby authorized and empowered to enforce all ordinances relating to the construction, equipment, management, conditions and zoning of all property within the city.

9-1-2: BUILDING CONTRACTORS' EXAMINATION BOARD--ESTABLISHED; COMPOSITION; APPOINTMENT AND QUALIFICATIONS OF MEMBERS; MEETINGS; APPOINTMENT AND TERMS OF OFFICE:

There is hereby established a contractors' examination board, also to act as the board of appeals and referred to herein as "the board." The board shall consist of nine members. One member shall be an at-large member who is a resident of the city; one member shall be an architect or civil engineer; one member shall be a city council member; two members shall be licensed building contractors with at least five years experience in such work; two members shall be licensed plumbing contractors with at least five years experience in such plumbing work; and two members shall be licensed electrical contractors with at least five years experience in such electrical work. The members of the board shall each be appointed by the mayor with the approval of the governing body, for a three-year term. Terms of members shall begin on January 1 and shall be staggered, with three members reaching the end of their term at the end of each calendar year. Subsequent appointments shall be for three years each unless to fill an unexpired term. Members appointed to fill vacancies shall serve until the end of the term which they were appointed to fulfill, and may be re-appointed for successive three year terms. At the discretion of the governing body, members may be appointed for more than one term. The board shall meet at such intervals as necessary for the proper performance of its duties, but in any case, shall meet not less than twice each year.

9-1-3: AUTHORITY TO ESTABLISH CERTAIN STANDARDS AND PROCEDURES, ETC:

The board shall establish standards and procedures for the application, qualifications, examination and licensing of building contractors and shall advise the administrative services direc-

tor to issue an appropriate license to each person who meets the qualifications therefore and shall keep an official record of all its transactions.

Chapter 2

THE UNIFORM AND INTERNATIONAL CODES

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

The International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code (Chapters 1-10), and National Electrical 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 when received by the building official. 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 each specific code shall be kept on file by the city, and shall be marked with the words "Property of the City of Cody, Official Copy."

9-2-2: DOWNTOWN ARCHITECTURAL DISTRICT:

- A. There is established a downtown architectural district. The planning, zoning and adjustment board shall review all applications and plans for building and sign permits insofar as they pertain to the exterior of commercial buildings in the downtown district described as follows:

Block 22, Lots 9-16; Block 23, Lots 6-12; Block 24, Lots 11-17 and 8-22; Block 4, Lots 9-24; Block 5, Lots 9-24; Block 6, Lots 9-24; Blocks 7, 8, 9, 50, 51, 52, 53, 54, 55, 56, 29, 10, 11, 12; Block 13, Lots 1-16; Block 14, Lots 1-16; Block 15, Lots 1-16; Block 28, Lots 1-8; Block 27, Lots 1-8; Block 26, Lots 1-8; all of Original Town Subdivision, and a tract of land bounded on the north by the northerly boundary line of NW1/4 SW1/4 of Section 32, now Tract 79 Resurvey, T. 53 N., R. 101 W., 6th P.M., on the west by the centerline of Eighth Street on the south by the south line of Beck Avenue, and on the east by the center line of Ninth Street, and a tract of land bounded on the east by Tenth Street, on the north by Park Lane, on the west by Ninth Street and on the south by Rumsey Avenue, and a tract of land in the SW1/4 of the NW1/4 of Section 32, Township 53 North, Range 101 West of the 6th P.M. more particularly described as follows: beginning at corner 1/82 proceeding in a near northerly direction to a projection of the South line of Rumsey Avenue thence proceeding in a near easterly direction to the west line of Ninth Street and Sheridan Avenue thence to the point of beginning all in Cody, Park County, Wyoming.

- B. The planning, zoning and adjustment board shall examine and evaluate applications and plans involved in building and sign permits insofar as they pertain to the exterior of commercial buildings within the downtown district as herein described and shall make recommendations and suggestions to the applicants, property owners or occupants.

9-2-3: MEETING WITH PLANNING, ZONING AND ADJUSTMENT BOARD REQUIRED BEFORE BUILDING PERMIT ISSUED:

Before the issuance of any permit under the International Building Code for commercial buildings situated within the city, the applicant, property owner and occupant shall meet with the planning, zoning and adjustment board to review the application and plans insofar as they pertain to the exterior of a commercial building and site plan conditions. The issuance of a permit shall be conditioned upon the applicant receiving an affirmative vote of a majority of the planning, zoning and adjustment board members in attendance at said meeting.

Chapter 3 CONTRACTOR'S LICENSE

9-3-1: REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:

It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in or on any building or structure within the city unless the person is licensed in the particular contracting category under the provisions of this chapter, or except as otherwise provided in this chapter.

A property owner who is not a licensed contractor may be issued permits to construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in, on or for a single family dwelling provided that such work is to be performed by the property owner who resides on the property or intends to reside on the property. Proof of residency or proof of intent to reside on a property where the building has not yet been completed shall be provided by filing an affidavit signed under oath by the property owner performing the work, on a form provided by the city. A person permitted to work on a single family dwelling pursuant to this section may also work on a garage (whether attached or detached) and other private accessory buildings on the same lot as the residence. Providing an affidavit with false information, or failing to comply with an affidavit provided pursuant to this section is a misdemeanor punishable by a fine of not more than \$750.

No owner shall be granted more than two permits in any five years for the construction of a new single family dwelling. Where an owner is granted such a permit, all elements shall be inspected and comply fully with the current codes as herein adopted.

Decorators, painters, carpet, flooring and tile layers, wallpaperers, drapers, sign painters and those involved in nonstructural maintenance work are specifically excluded from the provisions of this section.

CLASS A: A Class A contractor's license shall be required of persons engaged in the construction contracting business.

CLASS B: A Class B contractor's license shall be required of persons engaged in construction contracting work of electrical, plumbing, HVAC, fire suppression/sprinkler system installation, low voltage electric installation/telecommunications and elevator installation*. Permits shall be obtained from the city for work regulated by the International Codes adopted in this chapter.

*Elevator installers require a state of Wyoming low voltage electrical license only.

CLASS C: A Class C contractor's license shall be required of all other persons engaged in the contracting business. These include fencing installers, demolition, drywall, stucco/plaster, acoustical t-bar, insulation, masonry, concrete, landscaping/sprinkler systems, glass/glazing,

stove insulation, steel fabrication and erection, water conditioning, siding, roofing, rebar installers, commercial railing fabricators/installers, sheet metal fabricators, conveyor system installers, asbestos abatement, ground stabilization/mud jacking, sign/awning installers.

"Construction contracting" as used herein shall include the erection construction, assembling, enlarging, structurally altering, moving, removing, demolishing and doing electrical, plumbing or mechanical work in or on any building or structure regulated by the city.

9-3-2: APPLICATION; APPLICATION FEE; APPLICATION FOR RE-EXAMINATION:

CLASS A LICENSEE: Any person desiring to be licensed as a Class A licensee shall make written application to the contractors' examination board. The application fee shall be as established by the building official and approved by the governing body. Such fee shall accompany the application and is non-refundable.

CLASS B LICENSEE: Any person desiring to be licensed as a Class B licensee shall make written application to the contractors' examination board. The application fee shall be as established by the building official and approved by the governing body. Such fee shall accompany the application and is non-refundable.

All Class A and Class B license applicants shall be interviewed in person by the board or may, with advance permission of the board, interview by telephone.

CLASS C LICENSEE: Any person desiring to be licensed as a Class C licensee shall make written application to the contractors' examination board. The application fee shall be as established by the building official and approved by the governing body. Such fee shall accompany the application and is non-refundable.

Any such person shall present to the board proof of their qualifications, and may be required to appear before the board. Any person who fails to pass the prerequisite qualification may make reapplication after expiration of a thirty day period and upon payment of additional application fee.

If a Class C license is needed for work to begin prior to the next contractor's board meeting, the building official may issue a conditional license if he/she determines that all requirements for licensing appear to be met. The board will review the application at the next regularly scheduled meeting. A conditional license shall expire on the date of the next regularly scheduled meeting of the contractor's board and the granting of a conditional license shall not be construed as an assurance, promise or guarantee that the contractor's board will approve the application.

Appeals from any action of the board shall be submitted to the governing body.

9-3-3: TERM OF LICENSE; INITIAL AND RENEWAL FEES; EXPIRED LICENSE NOT TO BE RENEWED:

All licenses required herein and issued by the city shall expire on December 31 of the year in which they are issued. All fees for licenses shall be established by resolution approved by the governing body. Every licensee in good standing may be renewed upon payment of a renewal fee. Electrical contractors additionally require yearly license renewal by the State of Wyoming. The State license shall be provided at the time of the City of Cody renewal. Licenses which have been expired for more than thirty days shall not be renewed. In such instances, the licensee may make application to the board, pay the application fee, and upon approval of the

board, may be issued a new license upon payment of the required fee. The board may, at its sole discretion, require the licensee to submit to examination before granting its approval for a new license to be issued.

**9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE;
EFFECTS THEREOF:**

- A. Grounds: The contractors' examination board may suspend or revoke any license issued under the provisions of this chapter when the licensee or an employee of the licensee commits one or more of the following acts or omissions:
1. Obtaining the license through nondisclosure, misstatement or misrepresentation of a material fact;
 2. Failure to comply with any of the requirements of this chapter;
 3. Knowingly combining or conspiring with any unlicensed person to evade the provisions of this chapter by permitting one's license to be used by such person;
 4. Knowingly acting as agent, partner, associate or in any other capacity, with any unlicensed person, to evade the provisions of the chapter;
 5. Knowingly and or willfully violating any provisions of all city ordinances.
- B. Procedure: When the building official believes that a licensee's license should be suspended or revoked based on a violation of this code, the building official shall notify the licensee that the building official will recommend to the contractors' examination board that the licensee's license be suspended or revoked. The building official shall give written notice to the licensee of the facts and circumstances giving rise to the recommendation, including reference to the applicable sections of the city code which the licensee has violated. The notice shall state that the licensee shall have ten days to request a hearing before the contractors' examination board, and that if the licensee fails to request such a hearing, the board shall act on the building official's recommendation at its next meeting. The notice shall state the place, date and time of the meeting where the board will hear the building official's recommendation.
1. Upon receipt of notice, the licensee may request a hearing before the board. Such request shall be in writing to the board within ten days of receipt of notice. Failure by the licensee to request the hearing shall be deemed a waiver of any right to a hearing on the matter and the order of suspension or revocation shall become final;
 2. At such hearing, the licensee shall be given an opportunity to show compliance with all lawful requirements for the retention of the license. The licensee shall be given the opportunity to present testimony, oral and/or written, and shall have the right of cross examination. All testimony shall be under oath. The board shall have the power to administer oaths, issue subpoenas and compel the attendance of witnesses. The decision of the board shall be based upon the evidence produced at the hearing and made a part of the record thereof. The hearing shall be conducted in compliance with the procedures promulgated in accordance with the Wyoming Administrative Procedures Act.
- C. Effects:
1. A person whose license has been revoked or suspended shall not be entitled to file a new application by the establishment of a new legal entity, or otherwise, during the length of such revocation or suspension.

2. In addition to the revocation or suspension of any license as provided in this chapter, any person who violates any provisions of this chapter, or any rule or regulation promulgated hereunder, is guilty of a misdemeanor, the penalty for which is prescribed under title 1 chapter 4 of this code.

9-3-5: INSURANCE REQUIRED:

1. No license shall be issued or renewed for a Class A contractor, a Class B contractor or a Class C contractor until the contractor has filed with the administrative services director proof of liability insurance insuring the contractor, his/her agents, employees and representatives, or anyone under licensee's supervision for the following insurance coverage while engaged in any activity or work pursuant to a contractor's license:

Bodily injury liability insurance: Insurance coverage with limits not less than one million dollars for bodily injury or death sustained by one person and one million dollars for each occurrence. Property damage liability insurance: Coverage with limits not less than one million dollars for each occurrence.

2. Licensees under this chapter shall notify the administrative services director within ten working days of the effective date of a change in the licensee's insurance and within ten working days of a licensee's notification of cancellation or non-renewal of the insurance, in whole or part. Licensees under this chapter shall keep current proof of insurance on file with the administrative services director and the city shall not notify any such licensees of impending expiration of insurance coverage.

9-3-6: PERSONS EXCLUDED FROM REQUIREMENTS OF CHAPTER:

Any person who is under contract and bond to the city for any municipal work shall be excluded from the requirements of obtaining a license and furnishing the bond required by this chapter.

THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE FINAL PASSAGE AND PUBLICATION IN THE CODY ENTERPRISE.

PASSED ON FIRST READING: _____ November 1, 2011

PASSED ON SECOND READING: _____

PASSED, ADOPTED AND APPROVED
ON THIRD AND FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

ORDINANCE NO. 2011-26

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 15 OF THE
CITY OF CODY MUNICIPAL CODE REGARDING SIGNS**

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

Section 1: The following definitions within Section 10-15-2 shall be amended to read as follows:

10-15-2: CONSTRUCTION OF LANGUAGE AND DEFINITIONS

DEFINITIONS:

BANNER: A strip of cloth, plastic or similar material with copy and/or graphics produced in a professional manner and intended to be hung or suspended without a rigid enclosing framework, and affixed to a building or railing which is located outdoors. Banners shall be displayed pursuant to Section 10-15-9 of this Code.

TEMPORARY SIGN: An impermanent sign for advertising or displaying, which is visible for a limited period of time not to exceed one-hundred eighty (180) days in any twelve-month (12) period (examples of temporary signs include but are not limited to banners and inflatables). Off-premise, temporary A-frame signs are limited to a period of time not to exceed seven (7) days.

SUBDIVISION DEVELOPMENT SIGNS: This off-site sign may contain advertising in connection with the name of the subdivision, development firm, building contractor, real estate sales firm, and may refer to materials, appliances, supplies and building trades used in construction of dwellings, or services provided by the developer. The sign shall be removed six (6) months after the last lot is constructed upon. See Table Schedule in Section 10-15-9 of this code for size requirements and restrictions.

The following terms shall be deleted and removed from Section 10-15-2: Building Frontage; Grade Plane; Ground Level; Parcel; Premise; Public Right-Of-Way Width and Set-Back.

Section 2: Section 10-15-9 of the Cody City Code shall be amended as follows:

In Section 10-15-9 of the City of Cody Municipal Code, the table inset for the E-Zoning District, in the column for notes for inflatable signs, the reference to "10-15-8-III-c(1)(i)(ii)" shall be replaced and amended to refer to Section 10-15-9.

Section 3: Section 10-15-3(A)(5) shall be deleted.

Section 4: Section 10-15-3(B)(6)(d) shall be amended to read as follows:

No sign, awning or other obstruction shall be suspended from any building into or over any sidewalk, street or alley, so as to obstruct or interfere with the pedestrian traffic or vehicle traffic, nor shall any sign, awning or other obstruction be suspended in or over any portion of the street beyond the sidewalk. Projecting signs located over public pedestrian ways shall be placed not less than eight (8) feet from the travel way to the bottom of the sign. The projecting edge of the sign shall be at least two (2) feet back from any curb line.

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

PASSED ON FIRST READING _____ October 18, 2011 _____.

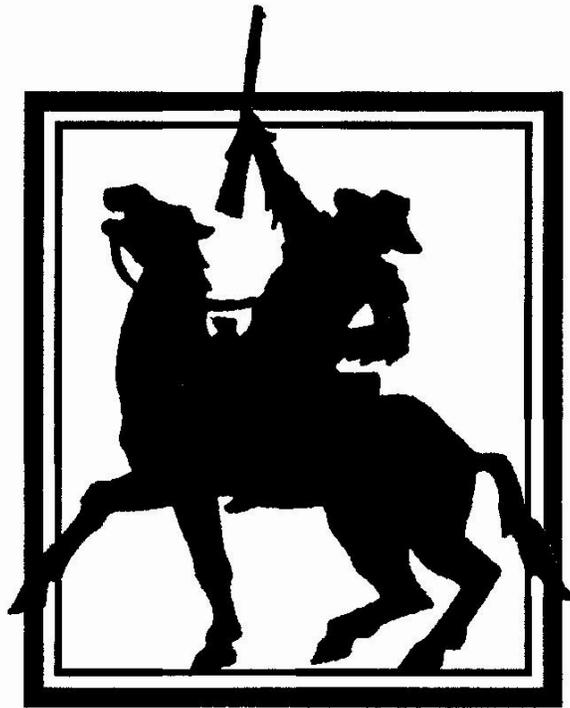
PASSED ON SECOND READING _____ November 1, 2011 _____.

PASSED ON THIRD READING _____, 2011.

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Director



CITY OF CODY
WYOMING

Specifications for the 2011 Sanitary Sewer Main Rehabilitation Project

CONTRACTOR

CITY OF CODY

TITLE:

TITLE:

DATE:

DATE:

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

NOW ALL MEN BY THESE PRESENTS, That Planned and Engineered Construction Inc. of 3400 Centennial Drive, Helena, Montana 59601 as Principal, and _____ of _____, as Surety, for valuable consideration, are held firmly bound unto the City of Cody, Wyoming as Obligee, in the sum of Forty-Two Thousand, Five Hundred and twenty-two dollars. _____ Dollars (\$42,522.00) lawful money of the United States, together with interest thereon at the rate of 15% per annum from the time when any payment in accordance with the herein mentioned Contract shall become due until such payment shall be made, well and truly to be paid unto said Obligee, for the payment of which we bind ourselves, our heirs, executors, and assigns, jointly, severally and firmly by these presents.

This obligation is made for the use of said Obligee and also for the use and benefit of all persons who may perform any work of labor or furnish any material in the execution of the Contract hereinafter mentioned.

The conditions of the foregoing obligations are such that WHEREAS ON THE _____ day of _____, 2011, the said Principle signed and executed a written Contract with said Obligee for the Henson's Terrace Sanitary Sewer Main Rehabilitation Project as set forth in detail in the Quote, Drawings and Specifications referred to in said Contract, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principle shall at all times well, truly and faithfully perform and complete all the terms and conditions of said Contract, and comply with all the requirements of Law, and pay as they become due and payable all just claims for work performed, materials furnished in the execution of such Contract, then this obligation shall be null and void after the specified guarantee period, otherwise it shall remain in full force and effect.

The Surety hereby stipulates and agrees that its obligation hereunder shall extend to and cover all work to be performed under said Contract, including "Extra Work" as defined by the Specifications which may be ordered by the Engineer. The Surety also agrees that no extension of time for completing the work or alteration or additions to the terms of the Contract shall release the Surety from liability hereunder, whether it shall have notice thereof or not.

The Surety hereby further stipulates and agrees that its obligations hereunder also shall extend to and cover the requirements of the guarantee against defects in materials and workmanship for the period and in the manner stipulated in the Specifications

IN TESTIMONY WHEREOF we have hereunto subscribed our name and affixed our seal this _____ day of _____, 2011

Principal
By: _____

Surety
By: _____

Its Attorney-in-Fact

Approved by THE CITY OF CODY, WYOMING

This _____ day of _____, 2011

Mayor

Attested: _____
Administrative Services Director

ATTACH HERETO CERTIFIED COPY OF POWER OF ATTORNEY AUTHORIZING SIGNATORIES FOR SURETY TO BIND THE SURETY.

**CITY OF CODY
CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011 A.D., by and between The City of Cody, Wyoming, a Municipal Corporation, hereinafter called the Owner, and Planned and Engineered Construction Inc., a corporation organized and existing under the laws of the State of Montana, and authorized to do business in the State of Wyoming; hereinafter called the Contractor.

WITNESSETH: That, for and in consideration of the payments, covenants, and agreements hereinafter to be made and performed by the parties hereto, the said parties hereby covenant and agree as follows:

I. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Contract and the completion of the work embraced therein, in accordance with the General Provisions, and according to the Drawings, Specifications and conditions herein contained and referred to, the Owner shall pay, and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement, and also for all loss and damage arising out of the nature of the work, the action of the elements, or from any unforeseen contingencies or difficulties encountered in the prosecution of the Work, the prices stipulated in the Quote.

II. The Contractor, at his own proper cost and expense, shall do all work and furnish all labor, materials, tools, supplies, machinery and other equipment that may be necessary, except such as may be mentioned in the Specifications to be furnished by the Owner, necessary for the complete construction in a workmanlike and substantial manner of the Sewer Rehabilitation.

III. The prompt completion of the work is an essential feature of the Contract and the Contractor agrees to proceed with all due diligence and care, and at all times to take all precautions to insure the work is completed in a timely and efficient manner.

Said Work shall be commenced and completed within the time specified in the Quote.

IN WITNESS WHEREOF, The City of Cody, Wyoming, by authority granted it under the statutes of the State of Wyoming, has caused these presents to be executed by its Mayor and the seal of said City of Cody to be hereunto affixed on the day of the year first above written, and the said Contractor has caused these presents to be executed and has hereunto affixed seal this _____ day of _____, 2011 A.D.

CITY OF CODY, WYOMING

By: _____
Mayor

Attest: _____
Administrative Services Director

Contractor

By: _____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR: SURETY (*Name, and Address of Principal Place of Business*):

Planned and Engineered Construction
3400 Centennial Drive
Helena, Montana 59601

OWNER:

City of Cody
1338 Rumsey Avenue
Cody, WY 82414

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount: \$42,522.00 Forty-Two Thousand and Five Hundred and Twenty-Two Dollars.
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Planned and Engineered Construction Inc. (Seal)
Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Quote Tabulation													
2011 Sanitary Sewer Rehabilitation Project													
The City of Cody, Wyoming													
					Planned and Engineered Air			Tele Environmental Systems		Insituform			
Section No.	Item No.	Description	Units	Est Qty.	Unit Price	Total		Unit Price	Total		Unit Price	Total	
02001	1	Mobilization	LS	1	\$3,500.00	\$3,500.00		\$6,800.00	\$6,800.00		\$15,000.00	\$15,000.00	
02010	2	Traffic Control	LS	1	\$2,650.00	\$2,650.00		\$1,200.00	\$1,200.00		\$2,200.00	\$2,200.00	
02612	3	8" PVC Cured in Place/Fold n Form	LF	1303	\$24.00	\$31,272.00	Cured in Place	\$32.00	\$41,696.00	Fold n Form	\$43.00	\$56,029.00	Cured in Place
02612	4	Service Reinstatement	EA	34	\$150.00	\$5,100.00		\$85.00	\$2,890.00		\$75.00	\$2,550.00	
						\$42,522.00			\$52,586.00			\$75,779.00	

