

City of Cody City Council REVISED
AGENDA

Tuesday, August 6, 2013 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)
Meeting Place: City Hall – 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

Oath of Office:

Police Officers – Richard Tillery and Daniel Eckardt
Code Enforcement Officer – Jennifer Morris

Community Pride Award – Ken Posey & Kim Heath

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. Approve Minutes of the Special Meeting Minutes from 7/11/13 and Regular Meeting Minutes from 7/16/13.
 - b. Approve vouchers and payroll in the amount of \$855,923.19.
 - c. Ratify the Special Use Agreement for the use of City property for encroaching and stockpiling of materials, previously approved, to reflect Mountain Construction.
 - d. Award the 29th Street Pathway Project to Harris Trucking and Construction Company in the amount of \$46,146.00 and authorize the Mayor sign the contract contingent upon the review and approval by the City Attorney.
 - e. Declare a used breaker enclosure unit as surplus and authorize staff to proceed with the sale of said unit.
 - f. Authorize the Mayor to enter into and sign a contract with Steel in the Air (SITA) to review the City's existing tower lease contract, evaluate the AT&T proposed revisions, and recommend to the City how to proceed and approve funding in the amount of \$1,500.
 - g. Authorize the Mayor to sign the Grant Agreement between the City of Cody and the Wyoming Business Council for the Riley Center Spectator Seating Project funded through the Business Ready Community Grant and Loan Program contingent upon the review and approval by the City Attorney.
 - h. Consider approving the uncollectible account write offs in the amount of \$50,026.25.
 - i. Authorize the Mayor to sign a sublet consent agreement for Central Wyoming Neurosurgery to sublet a portion of Nichol Mall Suite "A" to Frontier Neurosciences, LLC, contingent upon the review and approval by the City Attorney.
 - j. Authorize the Mayor to sign the Grant Agreement between the City of Cody and the Wyoming Business Council for the Cody Gunsmithing School Feasibility Study funded through the Business Ready Community Grant and Loan Program contingent upon the review and approval by the City Attorney

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
 - a. A public hearing to determine if it is in the public's interest to vacate a 10-foot wide by 150-foot long alley located west of 7th Street within the Brown's 2nd Addition.
4. Conduct of Business
 - a. Consider a request from Pat O'Hara Brewing Co. to close 15th Street from Sheridan Avenue to the alley on Thursday, September 19th from 2:00 p.m. to 10:00 p.m. for their Grand Opening Celebration and approve an open container permit for this event with recommendations outlined by staff.

Staff Reference: Cindy Baker, Administrative Services Officer
Spokespersons: Dawn and Logan Moore, Pat O'Hara Brewing Co.
 - b. Consider a request from Cycle Greater Yellowstone (CFY) to allow Larbieros to set up and sell food during the CGY event at Canal Park on Thursday, August 22nd and either require the \$25.00 vendor permit or authorize the Mayor to enter into and sign a contract for 20% of gross sales contingent upon review and approval by the City Attorney.

Staff Reference: Rick Manchester, Parks, Public Facilities and Recreation Director
 - c. Consider approving a Plat Vacation and Amendment reflecting the requested alley vacation, the vacation of a 10-foot wide by 300-foot long utility right-of-way, and vacation of several lots within the Dennis and Elizabeth Danzik property, subject to final approval of the ordinance to vacate the 10-foot alley.

Staff Reference: Todd Stowell, City Planner
 - d. Consider a recommendation from the Traffic Committee to direct staff to paint the curbing fronting 920 and 926 Skyline Drive yellow to establish limits of prohibited parking along this stretch of Skyline Drive, and also, direct staff regarding the trimming of a hedge located on the common boundary of 920 and 926 Skyline Drive so there is no conflict with the right-of-way.

Staff Reference: Steve Payne, Public Works Director
 - e. **RESOLUTION 2013-13**
A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING FOR THE INSTALLATION OF STORM DRAINAGE, WATER MAIN AND ROAD RECONSTRUCTION OF 16TH STREET FROM STAMPEDE AVENUE TO PARK LANE.

Staff Reference: Steve Payne, Public Works Director
 - f. **RESOLUTION 2013-14**

**A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET
FOR FISCAL YEAR 2013-2014.**

Staff Reference: Leslie Brumage, Finance Officer

- g. **ORDINANCE 2013-16**
**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-
FOOT WIDE ALLEY ALONG THE SOUTH BOUNDARY OF LOTS 21, 22
AND 23 OF BROWN'S SECOND ADDITION SUBDIVISION, CITY OF
CODY, STATE OF WYOMING TO DENNIS AND ELIZABETH DANZIK.**

Staff Reference: Todd Stowell, City Planner

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

City of Cody
Council Proceedings
Thursday, July 11, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, July 11, 2013 at 4:15 p.m.

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

Absent: None

Mayor Brown called the meeting to order at 4:15 p.m.

Charles Cloud, John and Robin McClure provided information to the Governing Body on the Operation Finally Home program. Staff was directed to work with the McClure's and a request for Council consideration maybe presented at a meeting in the future.

Jenni Rosencranse, City Administrator provided information to the Governing Body on the traffic that is occurring on Cougar Avenue between Freedom and 33rd Streets. Staff was directed to close a portion of this street and post signage appropriately.

Rick Manchester, Parks, Public Facilities and Recreation Director discussed some items that were concerns for the City, Chamber and Stampede Board in reference to the Kefar Shriners' North Star Amusement Carnival. No action was taken.

The Governing Body reviewed the Council Agenda for July 16, 2013. No action was taken.

There being no further discussion, the meeting adjourned at 5:39 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, July 16, 2013**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 16, 2013 at 7:00 p.m.

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

Absent: Council Member Jerry Fritz

Mayor Brown called the meeting to order at 7:05 p.m.

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

Jenni Rosencranse, City Administrator, along with Mayor Brown and the Council presented Dan and Kim Brice with a Community Pride Award.

Council Member Miller made a motion seconded by Council Member Greer to approve the consent agenda as presented including: approve Minutes of the Regular Meeting from 6/27/13 as corrected, authorize the Mayor to sign the contract amendment with the Municipal Services Bureau (MSB) for collection services for delinquent court fines, authorize the Mayor to sign the SSBCI quarterly Certification on Use-of-Allocated Funds, authorize the Mayor to enter into a Special Use Agreement with Frost Construction for the use of the West Cody Gravel Pit for encroaching and stockpiling of materials, contingent upon review and approval by the City Attorney, authorize the Mayor to sign the petition to the State Board of Control to transfer water rights associated with the Becky's Addition Subdivision to the City of Cody. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve vouchers and payroll in the amount of \$1,777,482.33. Vote was unanimous. Council Member Greer recused himself from the vote.

Council Member Anderson made a motion seconded by Council Member Edwards to approve a request from Ken Posey and Mike Shotts to close Beck Avenue between 16th and 17th Streets and 16th Street between Sheridan and Beck on August 24th from 7:00 a.m. to 4:00 p.m. for the 2nd Annual Cody Country Car Show with conditions outlined by staff. Vote was unanimous.

Council Member Edwards made a motion seconded by Council Member Greer to approve the request from Yellowstone Regional Airport to jointly execute a Federal Aviation Administration grant agreement totaling \$1,002,048 to expand the General Aviation Apron. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve the request from Wyoming Solid Waste & Recycling Association (WSWRA) for an open container permit for Tuesday, August 27th, from 1:00 – 3:00 PM at the Mini Golf location. Vote was unanimous.

RESOLUTION 2013-12

**A RESOLUTION AUTHORIZING RE-ALLOCATION OF COUNTY
CONSENSUS FUNDS IN THE AMOUNT OF \$47,385.00 ON BEHALF OF
THE GOVERNING BODY FOR TOWN OF FRANNIE, WYOMING.**

Council Member Wolz made a motion seconded by Council Member Greer to approve Resolution 2013-12. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:35 pm

Cindy Baker
Administrative Services Officer

Nancy Tia Brown

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|-----------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
| ADVANCED INFO SYSTEMS | | | | | | | |
| 129162 | | | | | | | |
| | 10653 | CYCLE 4 OUTSOURCE BILLS | 07/09/2013 | 238.92 | 238.92 | 08/07/2013 | |
| Total 129162: | | | | 238.92 | 238.92 | | |
| AMERICAN WELDING & GAS, INC. | | | | | | | |
| 128592 | | | | | | | |
| | CM01907368 | CREDIT FOR DUPLICATE PAYM | 05/31/2013 | 11.94- | 11.94- | 08/07/2013 | |
| Total 128592: | | | | 11.94- | 11.94- | | |
| ASPEN PRACTICE P.C. | | | | | | | |
| 127886 | | | | | | | |
| | FO155 | PRE-EMPLOYMENT EXAM - D E | 06/14/2013 | 1,355.00 | 1,355.00 | 08/07/2013 | |
| | FO156 | PRE-EMPLOYMENT EXAM - R T | 06/14/2013 | 1,355.00 | 1,355.00 | 08/07/2013 | |
| Total 127886: | | | | 2,710.00 | 2,710.00 | | |
| BOONE'S MACHINE SHOP | | | | | | | |
| 1400 | | | | | | | |
| | 5222 | EQUIPMENT RENTAL | 06/24/2013 | 1,774.25 | 1,774.25 | 08/07/2013 | |
| | 8401 | TRENCH BOX RENTAL | 06/24/2013 | 560.00 | 560.00 | 08/07/2013 | |
| Total 1400: | | | | 2,334.25 | 2,334.25 | | |
| CITY OF CODY | | | | | | | |
| 2260 | | | | | | | |
| | 062713 | UTILITIES | 06/27/2013 | 1,199.10 | 1,199.10 | 08/07/2013 | |
| | 062713 | UTILITIES | 06/27/2013 | 119.57 | 119.57 | 08/07/2013 | |
| | 062713 | UTILITIES | 06/27/2013 | 611.80 | 611.80 | 08/07/2013 | |
| | 062713 | UTILITIES | 06/27/2013 | 19,141.26 | 19,141.26 | 08/07/2013 | |
| | 062713 | UTILITIES | 06/27/2013 | 46.75 | 46.75 | 08/07/2013 | |
| | 062713 | UTILITIES | 06/27/2013 | 48.50 | 48.50 | 08/07/2013 | |
| | 062713 | UTILITIES | 06/27/2013 | 132.03 | 132.03 | 08/07/2013 | |
| | 071713 | UTILITIES | 07/17/2013 | 423.69 | 423.69 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 2,110.97 | 2,110.97 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 109.13 | 109.13 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 793.86 | 793.86 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 3,921.77 | 3,921.77 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 1,835.10 | 1,835.10 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 8,767.16 | 8,767.16 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 632.36 | 632.36 | 08/07/2013 | |
| | 072313 | UTILITIES | 07/24/2013 | 555.56 | 555.56 | 08/07/2013 | |
| Total 2260: | | | | 40,448.61 | 40,448.61 | | |
| CODY ROTARY CLUB | | | | | | | |
| 2765 | | | | | | | |
| | 126 | ROTARY DUES - RICK MANCHE | 07/11/2013 | 81.75 | 81.75 | 08/07/2013 | |
| | 126 | ROTARY DUES - RICK MANCHE | 07/11/2013 | 81.75 | 81.75 | 08/07/2013 | |
| Total 2765: | | | | 163.50 | 163.50 | | |
| CRUM ELECTRIC | | | | | | | |
| 3300 | | | | | | | |
| | 1456664-00 | RECEPTICAL COVER | 06/25/2013 | 16.24 | 16.24 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|----------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 3300: | | | | 16.24 | 16.24 | | |
| DEATLEY, EDWARD GURNEY | | | | | | | |
| 129749 | | | | | | | |
| | 062713 | CONCERT SOUND TECHNICIAN | 06/27/2013 | 50.00 | 50.00 | 08/07/2013 | |
| Total 129749: | | | | 50.00 | 50.00 | | |
| EAGLE RECOVERY, LLC | | | | | | | |
| 126679 | | | | | | | |
| | 6981 | TOW A08 PATROL CAR | 06/23/2013 | 128.00 | 128.00 | 08/07/2013 | |
| Total 126679: | | | | 128.00 | 128.00 | | |
| ENERGY WEST | | | | | | | |
| 2630 | | | | | | | |
| | 063013 | UTILITIES | 06/30/2013 | 87.72 | 87.72 | 08/07/2013 | |
| | 070813 | UTILITIES | 07/08/2013 | 68.61 | 68.61 | 08/07/2013 | |
| | 070813 | UTILITIES | 07/08/2013 | 31.83 | 31.83 | 08/07/2013 | |
| | 070813 | UTILITIES | 07/08/2013 | 19.21 | 19.21 | 08/07/2013 | |
| | 071913 | UTILITIES | 07/19/2013 | 112.71 | 112.71 | 08/07/2013 | |
| | 071913 | UTILITIES | 07/19/2013 | 19.89 | 19.89 | 08/07/2013 | |
| Total 2630: | | | | 339.97 | 339.97 | | |
| ENGINEERING ASSOCIATES | | | | | | | |
| 4140 | | | | | | | |
| | 3307051 | STAMPEDE GROUNDS COMMU | 07/10/2013 | 873.04 | 873.04 | 08/07/2013 | |
| | 3307052 | SANITATION BUILDING MATERI | 07/10/2013 | 94.00 | 94.00 | 08/07/2013 | |
| | 3307053 | 16TH ST STORM DRAIN | 07/10/2013 | 1,051.34 | 1,051.34 | 08/07/2013 | |
| Total 4140: | | | | 2,018.38 | 2,018.38 | | |
| FORWARD CODY WYOMING, INC | | | | | | | |
| 127450 | | | | | | | |
| | WAP 3 ADJ | WAP DDR #3 | 06/30/2013 | 2,879.00 | 2,879.00 | 08/07/2013 | |
| Total 127450: | | | | 2,879.00 | 2,879.00 | | |
| GRAINGER | | | | | | | |
| 4635 | | | | | | | |
| | 9178581832 | MATERIAL & SUPPLIES | 06/27/2013 | 27.56 | 27.56 | 08/07/2013 | |
| Total 4635: | | | | 27.56 | 27.56 | | |
| KEELE SANITATION | | | | | | | |
| 124874 | | | | | | | |
| | 1118292 | AIRPORT WATER MAIN | 06/30/2013 | 146.00 | 146.00 | 08/07/2013 | |
| Total 124874: | | | | 146.00 | 146.00 | | |
| NORTHWEST PIPE | | | | | | | |
| 7400 | | | | | | | |
| | CM1134628 | CREDIT FOR RETURN | 07/02/2013 | 96.60- | 96.60- | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 7400: | | | | 96.60- | 96.60- | | |
| PARK COUNTY | | | | | | | |
| 7670 | | | | | | | |
| | 1146 | LEC UTILITIES | 06/24/2013 | 731.90 | 731.90 | 08/07/2013 | |
| | 1234 | LEC UTILITIES - CREDIT | 06/24/2013 | 3.27- | 3.27- | 08/07/2013 | |
| Total 7670: | | | | 728.63 | 728.63 | | |
| PAWNEE IRRIGATION EVERGREEN | | | | | | | |
| 7830 | | | | | | | |
| | 9254-1 | HYDRO SEED GOLF COURSE H | 07/01/2013 | 4,000.00- | 4,000.00- | 08/07/2013 | |
| Total 7830: | | | | 4,000.00- | 4,000.00- | | |
| SAGE CIVIL ENGINEERING | | | | | | | |
| 124355 | | | | | | | |
| | 2218 | 29TH ST PATHWAY PROJECT | 07/09/2013 | 3,525.50 | 3,525.50 | 08/07/2013 | |
| Total 124355: | | | | 3,525.50 | 3,525.50 | | |
| SELK, RYAN | | | | | | | |
| 129271 | | | | | | | |
| | 830-1 | REFUND OVERPAYMENT ON E | 06/30/2013 | 483.88 | 483.88 | 08/07/2013 | |
| Total 129271: | | | | 483.88 | 483.88 | | |
| SHOSHONE OFFICE SUPPLY | | | | | | | |
| 9140 | | | | | | | |
| | 0097042 | PAPER (LESS SALES TAX) | 06/25/2013 | 44.62 | 44.62 | 08/07/2013 | |
| | 0097363 | WRIST PADS | 06/17/2013 | 36.28 | 36.28 | 08/07/2013 | |
| Total 9140: | | | | 80.90 | 80.90 | | |
| SUNSET PROPERTIES, INC | | | | | | | |
| 129619 | | | | | | | |
| | 20022 | CONTRACTOR BOARD MEETIN | 05/23/2013 | 102.07 | 102.07 | 08/07/2013 | |
| Total 129619: | | | | 102.07 | 102.07 | | |
| UNIVERSAL ATHLETIC SERVICE | | | | | | | |
| 10125 | | | | | | | |
| | 202-0017521-0 | STRIKE ZONE | 06/27/2013 | 110.00 | 110.00 | 08/07/2013 | |
| Total 10125: | | | | 110.00 | 110.00 | | |
| WAM - JPIC | | | | | | | |
| 129765 | | | | | | | |
| | 01012013 | REIMBURSEMENT WAM-JPIC | 06/30/2013 | 1,039.39 | 1,039.39 | 08/07/2013 | |
| Total 129765: | | | | 1,039.39 | 1,039.39 | | |
| WCS TELECOM | | | | | | | |
| 124746 | | | | | | | |
| | 21370871 | LONG DISTANCE | 07/01/2013 | 117.54 | 117.54 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|---------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 124746: | | | | 117.54 | 117.54 | | |
| WESCO DISTRIBUTION INC | | | | | | | |
| 10480 | 689068 | CREDIT - SAFETY SUPPLIES | 01/22/2013 | 495.78- | 495.78- | 08/07/2013 | |
| Total 10480: | | | | 495.78- | 495.78- | | |
| WYOMING DEPT OF HEALTH | | | | | | | |
| 128921 | 10000795 | BAC T SAMPLE TESTING | 07/08/2013 | 240.00 | 240.00 | 08/07/2013 | |
| Total 128921: | | | | 240.00 | 240.00 | | |
| WYOMING DEPT OF TRANSPORTATION | | | | | | | |
| 10805 | 0000059702 | SIGNAL MAINT. | 06/28/2013 | 476.47 | 476.47 | 08/07/2013 | |
| | 0000059965 | ARS - CODY / POWELL | 06/28/2013 | 50.72 | 50.72 | 08/07/2013 | |
| Total 10805: | | | | 527.19 | 527.19 | | |
| YANKEE CAR WASH | | | | | | | |
| 128282 | 063013 | CAR WASH - EL | 06/30/2013 | 8.88 | 8.88 | 08/07/2013 | |
| | 063013 | CAR WASH - ADMIN | 06/30/2013 | 11.92 | 11.92 | 08/07/2013 | |
| | 063013 | CAR WASHES - PD | 06/30/2013 | 169.18 | 169.18 | 08/07/2013 | |
| Total 128282: | | | | 189.98 | 189.98 | | |
| Grand Totals: | | | | 54,041.19 | 54,041.19 | | |

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|--------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|------------------|
| A-1 ELECTRIC | | | | | | | |
| 200 | | | | | | | |
| | 7387 | REPAIR SOCKET ON POOL VA | 07/17/2013 | 110.42 | 110.42 | 08/07/2013 | |
| Total 200: | | | | 110.42 | 110.42 | | |
| ABBAY CARPET | | | | | | | |
| 123166 | | | | | | | |
| | 7127 | REPLACEMENT CARPET SQUA | 07/05/2013 | 313.00 | 313.00 | 08/07/2013 | |
| Total 123166: | | | | 313.00 | 313.00 | | |
| ACE HARDWARE | | | | | | | |
| 2390 | | | | | | | |
| | 260588 | REPAIR FUSE IN POOL VAC | 07/01/2013 | 3.29 | 3.29 | 08/07/2013 | |
| | 260687 | IRRIGATION SUPPLIES | 07/02/2013 | 5.58 | 5.58 | 08/07/2013 | |
| | 260726 | FUN WEEK PROGRAMS | 07/02/2013 | 90.96 | 90.96 | 08/07/2013 | |
| | 261000 | KEYS | 07/08/2013 | 3.56 | 3.56 | 08/07/2013 | |
| | 261003 | SHOP SUPPLIES | 07/08/2013 | 1.08 | 1.08 | 08/07/2013 | |
| | 261024 | SHOP SUPPLIES | 07/08/2013 | 9.98 | 9.98 | 08/07/2013 | |
| | 261043 | PARK CLEANING SUPPLIES | 07/08/2013 | 25.98 | 25.98 | 08/07/2013 | |
| | 261096 | REPAIR IRRIGATION CONTROL | 07/09/2013 | 3.99 | 3.99 | 08/07/2013 | |
| | 261103 | REPAIR VANDALIZED TOILET | 07/09/2013 | 6.59 | 6.59 | 08/07/2013 | |
| | 261146 | ROLLER | 07/09/2013 | 28.74 | 28.74 | 08/07/2013 | |
| | 261189 | HEAT GUN | 07/09/2013 | 23.99 | 23.99 | 08/07/2013 | |
| | 261211 | SOFTBALL BATTERS BOX TEM | 07/10/2013 | 4.49 | 4.49 | 08/07/2013 | |
| | 261226 | PAINT FOR PROJECTS | 07/10/2013 | 4.99 | 4.99 | 08/07/2013 | |
| | 261238 | FILTERS & KEYS | 07/10/2013 | 25.98 | 25.98 | 08/07/2013 | |
| | 261238 | FILTERS & KEYS | 07/10/2013 | 4.47 | 4.47 | 08/07/2013 | |
| | 261271 | PARK SUPPLIES | 07/10/2013 | 15.16 | 15.16 | 08/07/2013 | |
| | 261273 | MATERIALS & SUPPLIES | 07/10/2013 | 3.79 | 3.79 | 08/07/2013 | |
| | 261275 | SUPPLIES / TOOLS | 07/10/2013 | 17.97 | 17.97 | 08/07/2013 | |
| | 261275 | SUPPLIES / TOOLS | 07/10/2013 | 12.99 | 12.99 | 08/07/2013 | |
| | 261313 | GFI OUTLET - CITY PARK | 07/11/2013 | 13.99 | 13.99 | 08/07/2013 | |
| | 261413 | PIPE REPAIR (REC) | 07/12/2013 | 22.98 | 22.98 | 08/07/2013 | |
| | 261546 | BAIT STATIONS - AMPHIITHEAT | 07/15/2013 | 3.98 | 3.98 | 08/07/2013 | |
| | 261576 | SUPPLIES | 07/15/2013 | 4.98 | 4.98 | 08/07/2013 | |
| | 261667 | PARK RESTROOM DOOR STOP | 07/16/2013 | 29.96 | 29.96 | 08/07/2013 | |
| | 261675 | IRRIGATION SUPPLIES | 07/16/2013 | 5.94 | 5.94 | 08/07/2013 | |
| | 261790 | MATERIAL & SUPPLIES | 07/18/2013 | 14.36 | 14.36 | 08/07/2013 | |
| | 261814 | SHOP SUPPLIES | 07/18/2013 | .58 | .58 | 08/07/2013 | |
| | 261824 | HEAT PUMP REPLACEMENT PA | 07/18/2013 | 4.20 | 4.20 | 08/07/2013 | |
| | 261825 | SHOP SUPPLIES | 07/18/2013 | 5.79 | 5.79 | 08/07/2013 | |
| | 261910 | HAND TRUCK FOR BOMB SQU | 07/19/2013 | 59.99 | 59.99 | 08/07/2013 | |
| | 261913 | REPAIR EQUIPMENT | 07/15/2013 | 4.79 | 4.79 | 08/07/2013 | |
| | 261957 | REPLACE BROKEN TRASH CAN | 07/19/2013 | 89.95 | 89.95 | 08/07/2013 | |
| | 262051 | PROTECTIVE EQUIPMENT | 07/22/2013 | 14.99 | 14.99 | 08/07/2013 | |
| | 262063 | IRRIGATION REPAIRS | 07/22/2013 | 7.67 | 7.67 | 08/07/2013 | |
| | 262079 | GRINDER REPAIR | 07/22/2013 | 15.33 | 15.33 | 08/07/2013 | |
| | 262100 | PARTS FOR LIFT | 07/22/2013 | 9.28 | 9.28 | 08/07/2013 | |
| | 262116 | IRRIGATION REPAIRS | 07/22/2013 | 1.49 | 1.49 | 08/07/2013 | |
| | 262271 | MATERIAL & SUPPLIES | 07/24/2013 | 12.09 | 12.09 | 08/07/2013 | |
| | 262322 | MATERIAL & SUPPLIES | 07/24/2013 | 11.96 | 11.96 | 08/07/2013 | |
| Total 2390: | | | | 627.88 | 627.88 | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|-----------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
| ADVANCED INFO SYSTEMS | | | | | | | |
| 129162 | | | | | | | |
| | 10698 | CYCLE 2 OUTSOURCE BILLS | 07/18/2013 | 389.11 | 389.11 | 08/07/2013 | |
| | 10707 | CYCLE 2 OUTSOURCE BILLS | 07/24/2013 | 180.53 | 180.53 | 08/07/2013 | |
| Total 129162: | | | | 569.64 | 569.64 | | |
| ALBERTSONS | | | | | | | |
| 430 | | | | | | | |
| | 002788 | KIDZ ON THE MOVE | 07/02/2013 | 11.77 | 11.77 | 08/07/2013 | |
| | 003893 | RUNNERS STAMPEDE | 07/03/2013 | 245.93 | 245.93 | 08/07/2013 | |
| | 004143 | RUNNERS STAMPEDE | 07/04/2013 | 27.96 | 27.96 | 08/07/2013 | |
| | 015283 | SUPPLIES | 07/15/2013 | 40.08 | 40.08 | 08/07/2013 | |
| | 017688 | BABYSITTING CLASS | 07/17/2013 | 2.58 | 2.58 | 08/07/2013 | |
| | 019017 | LESSONS - AQUATIC PROGRA | 07/19/2013 | 6.99 | 6.99 | 08/07/2013 | |
| | 020421 | REC CENTER PROGRAMS - TRI | 07/20/2013 | 58.01 | 58.01 | 08/07/2013 | |
| Total 430: | | | | 393.32 | 393.32 | | |
| ALEXANDER, LORETTA | | | | | | | |
| 129750 | | | | | | | |
| | 10001010 | EQUAL PAY SETTLEMENT MON | 07/16/2013 | 205.59 | 205.59 | 08/07/2013 | |
| Total 129750: | | | | 205.59 | 205.59 | | |
| ALSCO | | | | | | | |
| 126551 | | | | | | | |
| | 940651 | TOWELS | 07/01/2013 | 47.99 | 47.99 | 08/07/2013 | |
| | 941062 | RUGS - CITY HALL | 07/02/2013 | 50.63 | 50.63 | 08/07/2013 | |
| | 942470 | TOWELS | 07/08/2013 | 47.99 | 47.99 | 08/07/2013 | |
| | 944238 | TOWELS | 07/15/2013 | 47.99 | 47.99 | 08/07/2013 | |
| | 944633 | RUGS - CITY HALL | 07/16/2013 | 50.63 | 50.63 | 08/07/2013 | |
| | 946033 | TOWELS | 07/22/2013 | 151.73 | 151.73 | 08/07/2013 | |
| Total 126551: | | | | 396.96 | 396.96 | | |
| AMERICAN WATER WORKS ASSN | | | | | | | |
| 670 | | | | | | | |
| | 7000682309 | AWWA MEMBERSHIP - KEITH V | 07/02/2013 | 170.00 | 170.00 | 08/07/2013 | |
| Total 670: | | | | 170.00 | 170.00 | | |
| AMERICAN WELDING & GAS, INC. | | | | | | | |
| 128592 | | | | | | | |
| | 02328328 | TAPE MEASURE | 07/17/2013 | 10.56 | 10.56 | 08/07/2013 | |
| | 02329581 | WELDING SUPPLIES | 07/18/2013 | 113.93 | 113.93 | 08/07/2013 | |
| Total 128592: | | | | 124.49 | 124.49 | | |
| APPLIED GRAPHICS | | | | | | | |
| 123465 | | | | | | | |
| | 5277 | CHANGE FACILITY HOURS AT | 07/12/2013 | 45.00 | 45.00 | 08/07/2013 | |
| Total 123465: | | | | 45.00 | 45.00 | | |
| BEISEMEIER, STANLEY | | | | | | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|----------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| 129745 | | | | | | | |
| | 7077010 | REFUND - SETTLEMENT MONT | 07/10/2013 | 319.25 | 319.25 | 08/07/2013 | |
| Total 129745: | | | | 319.25 | 319.25 | | |
| BIG HORN PAINT | | | | | | | |
| 1180 | | | | | | | |
| | 0058677 | FIRE HYDRANT PAINT | 07/10/2013 | 154.38 | 154.38 | 08/07/2013 | |
| | 0058728 | PAINT THINNER HYDRANT PAI | 07/15/2013 | 21.59 | 21.59 | 08/07/2013 | |
| Total 1180: | | | | 175.97 | 175.97 | | |
| BIG HORN WHOLESALE | | | | | | | |
| 1210 | | | | | | | |
| | 8153 | Nacho Cheese | 07/02/2013 | 116.50 | 116.50 | 08/07/2013 | 20044 |
| | 8153 | Plain Pretzels | 07/02/2013 | 85.50 | 85.50 | 08/07/2013 | 20048 |
| | 8153 | FUEL SURCHAGE | 07/02/2013 | 3.00 | 3.00 | 08/07/2013 | |
| | 8167 | PARK CLEANING | 07/06/2013 | 345.56 | 345.56 | 08/07/2013 | |
| | 8356 | MATERIAL & SUPPLIES | 07/17/2013 | 805.55 | 805.55 | 08/07/2013 | |
| | 8404 | MATERIAL & SUPPLIES | 07/22/2013 | 311.21 | 311.21 | 08/07/2013 | |
| | 8429 | MATERIAL & SUPPLIES | 07/23/2013 | 175.09 | 175.09 | 08/07/2013 | |
| Total 1210: | | | | 1,842.41 | 1,842.41 | | |
| BIG HORN WINDOW TINTING | | | | | | | |
| 1215 | | | | | | | |
| | 5161 | WINDOW TINT - EL SHOP | 07/17/2013 | 531.90 | 531.90 | 08/07/2013 | |
| Total 1215: | | | | 531.90 | 531.90 | | |
| BIG VALLEY BEARING & SUPPLY | | | | | | | |
| 1220 | | | | | | | |
| | 110740 | BEARING FOR CHIPPER | 07/17/2013 | 40.36 | 40.36 | 08/07/2013 | |
| Total 1220: | | | | 40.36 | 40.36 | | |
| BLOEDORN LUMBER | | | | | | | |
| 1590 | | | | | | | |
| | 1194271 | SUPPLIES | 07/08/2013 | 29.94 | 29.94 | 08/07/2013 | |
| | 1204528 | SUPPLIES | 07/12/2013 | 9.98 | 9.98 | 08/07/2013 | |
| | 1223263 | SUPPLIES | 07/23/2013 | 119.76 | 119.76 | 08/07/2013 | |
| | CM 92708 | CREDIT FOR RETURN ON INV 1 | 07/23/2013 | 59.88- | 59.88- | 08/07/2013 | |
| Total 1590: | | | | 99.80 | 99.80 | | |
| BLUE & GOLD AWARDS | | | | | | | |
| 1345 | | | | | | | |
| | 1666 | PHEASANT FOREVER BENCH | 07/19/2013 | 31.00 | 31.00 | 08/07/2013 | |
| Total 1345: | | | | 31.00 | 31.00 | | |
| BLUE CROSS BLUE SHIELD OF WY | | | | | | | |
| 1360 | | | | | | | |
| | 071513 | INSURANCE PREMIUM | 07/15/2013 | 107,458.15 | 107,458.15 | 08/07/2013 | |
| Total 1360: | | | | 107,458.15 | 107,458.15 | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|---------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| BOBCAT OF BIG HORN BASIN, INC. | | | | | | | |
| 128623 | | | | | | | |
| | 6754 | EQUIPMENT MAINT. | 07/09/2013 | 28.18 | 28.18 | 08/07/2013 | |
| Total 128623: | | | | 28.18 | 28.18 | | |
| BOONE'S MACHINE SHOP | | | | | | | |
| 1400 | | | | | | | |
| | 054537 | GATES ON COUGAR | 07/18/2013 | 1,136.62 | 1,136.62 | 08/07/2013 | |
| | 8418 | EXCAVATOR RENTAL | 07/01/2013 | 569.50 | 569.50 | 08/07/2013 | |
| Total 1400: | | | | 1,706.12 | 1,706.12 | | |
| BRAKKE, JOLENE | | | | | | | |
| 126553 | | | | | | | |
| | 071713 | REIMBURSE FOR SGT. TESTIN | 07/17/2013 | 39.05 | 39.05 | 08/07/2013 | |
| | 071813 | REIMBURSE FOR SGT. TESTIN | 07/18/2013 | 12.27 | 12.27 | 08/07/2013 | |
| Total 126553: | | | | 51.32 | 51.32 | | |
| BRODY CHEMICAL | | | | | | | |
| 1510 | | | | | | | |
| | 343417 | HAND CLEANER | 07/12/2013 | 152.16 | 152.16 | 08/07/2013 | |
| Total 1510: | | | | 152.16 | 152.16 | | |
| BRUMAGE, LESLIE | | | | | | | |
| 124227 | | | | | | | |
| | 072213 | MILEAGE REIMBURSEMENT | 07/22/2013 | 27.69 | 27.69 | 08/07/2013 | |
| Total 124227: | | | | 27.69 | 27.69 | | |
| BUSINESS & LEGAL RESOURCES | | | | | | | |
| 129546 | | | | | | | |
| | 15308236-R1 | HR LAW SUBSCRIPTION | 07/19/2013 | 657.00 | 657.00 | 08/07/2013 | |
| Total 129546: | | | | 657.00 | 657.00 | | |
| C & C WELDING | | | | | | | |
| 1690 | | | | | | | |
| | 16548 | METAL FOR CHIPPER | 07/17/2013 | 24.31 | 24.31 | 08/07/2013 | |
| | 16550 | STEEL FOR CHIPPER | 07/17/2013 | 6.11 | 6.11 | 08/07/2013 | |
| | 16558 | METAL FOR TAILGATE ON C02 | 07/22/2013 | 8.19 | 8.19 | 08/07/2013 | |
| Total 1690: | | | | 38.61 | 38.61 | | |
| CALIFORNIA STATE DISBURSEMENT | | | | | | | |
| 128390 | | | | | | | |
| | 071913 | #0670159928 | 07/19/2013 | 46.15 | 46.15 | 07/19/2013 | |
| | 071913 | #0670361793 | 07/19/2013 | 23.07 | 23.07 | 07/19/2013 | |
| Total 128390: | | | | 69.22 | 69.22 | | |
| CAUCUTT, MARY | | | | | | | |
| 129590 | | | | | | | |
| | 071113 | RESTITUTION FROM MC-1210-0 | 07/11/2013 | 100.00 | 100.00 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|-----------------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 129590: | | | | 100.00 | 100.00 | | |
| CENTURY LINK | | | | | | | |
| 10091 | | | | | | | |
| | 070213 | PHONE CHARGES | 07/02/2013 | 332.40 | 332.40 | 08/07/2013 | |
| | 071913 | PHONE CHARGES | 07/19/2013 | 37.38 | 37.38 | 08/07/2013 | |
| | 071913 | PHONE CHARGES | 07/19/2013 | 37.36 | 37.36 | 08/07/2013 | |
| | 071913 | PHONE CHARGES | 07/19/2013 | 438.66 | 438.66 | 08/07/2013 | |
| | 071913 | PHONE CHARGES | 07/19/2013 | 38.67 | 38.67 | 08/07/2013 | |
| | 071913 | PHONE CHARGES | 07/19/2013 | 118.19 | 118.19 | 08/07/2013 | |
| | 071913 | PHONE CHARGES | 07/19/2013 | 94.89 | 94.89 | 08/07/2013 | |
| Total 10091: | | | | 1,097.55 | 1,097.55 | | |
| CITY OF CODY | | | | | | | |
| 2260 | | | | | | | |
| | 071013 | UTILITIES | 07/10/2013 | 525.28 | 525.28 | 08/07/2013 | |
| | 072413 | UTILITIES | 07/24/2013 | 662.71 | 662.71 | 08/07/2013 | |
| | 072413 | UTILITIES | 07/24/2013 | 4,701.67 | 4,701.67 | 08/07/2013 | |
| | 072413 | UTILITIES | 07/24/2013 | 3,683.81 | 3,683.81 | 08/07/2013 | |
| | 072413 | UTILITIES | 07/24/2013 | 11,051.43 | 11,051.43 | 08/07/2013 | |
| | 072413 | UTILITIES | 07/24/2013 | 36.75 | 36.75 | 08/07/2013 | |
| | 072413 | UTILITIES | 07/24/2013 | 4,353.01 | 4,353.01 | 08/07/2013 | |
| | 614-11 | BUILDING PERMIT - MEMORIAL | 07/10/2013 | 15.00 | 15.00 | 08/07/2013 | |
| Total 2260: | | | | 25,029.66 | 25,029.66 | | |
| CLARK, MARTIE | | | | | | | |
| 129747 | | | | | | | |
| | 11257012 | REFUND UTILITY BALANCE | 07/12/2013 | 214.74 | 214.74 | 08/07/2013 | |
| Total 129747: | | | | 214.74 | 214.74 | | |
| CODY CAB | | | | | | | |
| 129079 | | | | | | | |
| | 072213 | TIPSY TAXI VOUCHERS (11-12) | 07/22/2013 | 21.00 | 21.00 | 08/07/2013 | |
| | 072213 | TIPSY TAXI VOUCHERS (12-13) | 07/22/2013 | 140.00 | 140.00 | 08/07/2013 | |
| | 072213 | TIPSY TAXI VOUCHERS (13-14) | 07/22/2013 | 266.00 | 266.00 | 08/07/2013 | |
| Total 129079: | | | | 427.00 | 427.00 | | |
| CODY CHRISTIAN CHURCH | | | | | | | |
| 124546 | | | | | | | |
| | 14039010 | EQUAL PAY SETTLEMENT | 07/22/2013 | 249.81 | 249.81 | 08/07/2013 | |
| Total 124546: | | | | 249.81 | 249.81 | | |
| CODY OVERHEAD DOOR CO, LLC | | | | | | | |
| 2710 | | | | | | | |
| | 20353 | OVERHEAD DOOR WALL BUTT | 07/10/2013 | 17.50 | 17.50 | 08/07/2013 | |
| Total 2710: | | | | 17.50 | 17.50 | | |
| CODY SKYLIGHTERS | | | | | | | |
| 2775 | | | | | | | |
| | 070513 | FUNDING REIMBURSEMENT RE | 07/05/2013 | 1,333.00 | 1,333.00 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|--------------------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 2775: | | | | 1,333.00 | 1,333.00 | | |
| CODY WINNELSON COMPANY | | | | | | | |
| 2850 | | | | | | | |
| | 128347-00 | SUPPLIES | 07/02/2013 | 39.36 | 39.36 | 08/07/2013 | |
| | 128374-00 | CHAIN VISE CHAIN | 07/15/2013 | 90.67 | 90.67 | 08/07/2013 | |
| | 128625-00 | RAW WATER REPAIRS | 07/15/2013 | 11.70 | 11.70 | 08/07/2013 | |
| Total 2850: | | | | 141.73 | 141.73 | | |
| COX, MISTI | | | | | | | |
| 129746 | | | | | | | |
| | 5104016 | REFUND UTILITY BALANCE | 07/09/2013 | 38.66 | 38.66 | 08/07/2013 | |
| Total 129746: | | | | 38.66 | 38.66 | | |
| CRUM ELECTRIC | | | | | | | |
| 3300 | | | | | | | |
| | 1456651-00 | SYSTEM REPAIR | 07/11/2013 | 201.00 | 201.00 | 08/07/2013 | |
| | 1459004-00 (?) | BATTERIES | 07/01/2013 | 11.04 | 11.04 | 08/07/2013 | |
| | 1459039-00 | Conduit, 3" PVC - 10ft section | 07/03/2013 | 204.15 | 204.15 | 08/07/2013 | CONPVC310 |
| | 1459039-00 | Conduit, 3" PVC - 3' radius 90 | 07/03/2013 | 73.90 | 73.90 | 08/07/2013 | CONPVC390 |
| | 1459039-00 | NEW SERVICES | 07/03/2013 | 98.17 | 98.17 | 08/07/2013 | |
| | 1459108-00 | SUPPLIES | 07/03/2013 | 13.20 | 13.20 | 08/07/2013 | |
| | 1459131-00 | SUPPLIES | 07/03/2013 | 11.21 | 11.21 | 08/07/2013 | |
| | 1459673-00 | Conduit, 3" PVC - 10ft section | 07/08/2013 | 95.27 | 95.27 | 08/07/2013 | CONPVC310 |
| | 1461114-00 | SUPPLIES / NEW SERVICES | 07/11/2013 | 37.50 | 37.50 | 08/07/2013 | |
| | 1461114-00 | Conduit, 3" PVC - 10ft section | 07/11/2013 | 163.32 | 163.32 | 08/07/2013 | CONPVC310 |
| | 1461478-00 | SUPPLIES | 07/12/2013 | 29.88 | 29.88 | 08/07/2013 | |
| | 1461528-00 | SUPPLIES | 07/12/2013 | 1.87 | 1.87 | 08/07/2013 | |
| | 1461963-00 | Conduit, 3" PVC - 10ft section | 07/15/2013 | 44.34 | 44.34 | 08/07/2013 | CONPVC310 |
| | 1461963-00 | NEW SERVICES | 07/15/2013 | 98.22 | 98.22 | 08/07/2013 | |
| | 1462006-00 | NEW SERVICES | 07/15/2013 | 6.36 | 6.36 | 08/07/2013 | |
| | 1462595-00 | Conduit, 3" PVC - 10ft section | 07/16/2013 | 27.22 | 27.22 | 08/07/2013 | CONPVC310 |
| | 1462595-00 | OLIVE GLENN PROJECT | 07/16/2013 | 19.80 | 19.80 | 08/07/2013 | |
| | 1463306-00 | SUPPLIES | 07/18/2013 | 8.62 | 8.62 | 08/07/2013 | |
| | 1463306-00 | TOOLS | 07/18/2013 | 20.35 | 20.35 | 08/07/2013 | |
| Total 3300: | | | | 1,165.42 | 1,165.42 | | |
| DEATLEY, EDWARD GURNEY | | | | | | | |
| 129749 | | | | | | | |
| | 071113 | CONCERT SOUND TECHNICIAN | 07/11/2013 | 50.00 | 50.00 | 08/07/2013 | |
| Total 129749: | | | | 50.00 | 50.00 | | |
| DIVISION OF VICTIM'S SERVICES | | | | | | | |
| 124470 | | | | | | | |
| | 071113 | CRIME VICTIM'S COMP - JUN 20 | 07/11/2013 | 204.77 | 204.77 | 08/07/2013 | |
| Total 124470: | | | | 204.77 | 204.77 | | |
| DREWES, PHYLLIS | | | | | | | |
| 129762 | | | | | | | |
| | 14199013 | EQUAL PAY SETTLEMENT | 07/24/2013 | 199.97 | 199.97 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|---------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 129762: | | | | 199.97 | 199.97 | | |
| EASTGATE CLEANERS | | | | | | | |
| 3960 | | | | | | | |
| | 74126 | CLEAN CITY HALL FLAGS | 07/15/2013 | 11.00 | 11.00 | 08/07/2013 | |
| Total 3960: | | | | 11.00 | 11.00 | | |
| ECOLAB PEST ELIM. DIV. | | | | | | | |
| 128686 | | | | | | | |
| | 9708749 | PEST CONTROL - REC CENTER | 07/08/2013 | 61.00 | 61.00 | 08/07/2013 | |
| | 9708749 | PEST CONTROL - REC CENTER | 07/08/2013 | 61.00 | 61.00 | 08/07/2013 | |
| | 9708750 | PEST CONTROL - AUDITORIUM | 07/08/2013 | 70.00 | 70.00 | 08/07/2013 | |
| Total 128686: | | | | 192.00 | 192.00 | | |
| EH ENTERPRIZES | | | | | | | |
| 126680 | | | | | | | |
| | 327 | CURB & GUTTER - SUNSET BL | 07/11/2013 | 6,223.60 | 6,223.60 | 08/07/2013 | |
| Total 126680: | | | | 6,223.60 | 6,223.60 | | |
| EISER, MICHAEL | | | | | | | |
| 129751 | | | | | | | |
| | 12262011 | EISER, MICHAEL | 07/17/2013 | 213.29 | 213.29 | 08/07/2013 | |
| Total 129751: | | | | 213.29 | 213.29 | | |
| ENERGY WEST | | | | | | | |
| 2630 | | | | | | | |
| | 072213 | UTILITIES | 07/22/2013 | 45.22 | 45.22 | 08/07/2013 | |
| Total 2630: | | | | 45.22 | 45.22 | | |
| FARM PLAN CORPORATION | | | | | | | |
| 4210 | | | | | | | |
| | 1174393 | MOWER - SKID PLATE | 07/05/2013 | 44.97 | 44.97 | 08/07/2013 | |
| | 1181760 | MOWER SWITCH - PARKS | 07/12/2013 | 28.19 | 28.19 | 08/07/2013 | |
| | 1770614-1170 | FUEL CONDITIONER | 07/01/2013 | 98.66 | 98.66 | 08/07/2013 | |
| | 2978066 | REPLACEMENT SPRAY NOZZL | 07/22/2013 | 11.98 | 11.98 | 08/07/2013 | |
| Total 4210: | | | | 183.80 | 183.80 | | |
| FASTENAL COMPANY 01WYCDY | | | | | | | |
| 126018 | | | | | | | |
| | WYCDY48750 | SOCKET SCREW | 07/16/2013 | .18 | .18 | 08/07/2013 | |
| | WYCDY48786 | BOLTS CO2 | 07/18/2013 | .35 | .35 | 08/07/2013 | |
| | WYCDY48792 | SUPPLIES | 07/18/2013 | 6.51 | 6.51 | 08/07/2013 | |
| | WYCDY48807 | BOLTS FOR TAILGATE C02 | 07/19/2013 | 6.96 | 6.96 | 08/07/2013 | |
| Total 126018: | | | | 14.00 | 14.00 | | |
| FREMONT BEVERAGES INC | | | | | | | |
| 127301 | | | | | | | |
| | 37430 | Drink Syrups | 07/03/2013 | 126.00 | 126.00 | 08/07/2013 | 20004 |
| | 37430 | 24 oz Drink Cups w/ lids | 07/03/2013 | 98.00 | 98.00 | 08/07/2013 | 20002 |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|---------------------------------------|----------------|---------------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 127301: | | | | 224.00 | 224.00 | | |
| FREMONT MOTOR CODY INC | | | | | | | |
| 4370 | | | | | | | |
| | 124104 | MOLDING CLIPS E06 | 07/23/2013 | 13.00 | 13.00 | 08/07/2013 | |
| Total 4370: | | | | 13.00 | 13.00 | | |
| GDA ENGINEERS | | | | | | | |
| 4620 | | | | | | | |
| | 07/19/13 - 000 | WEST STRIP WATER PROJECT | 07/19/2013 | 11,733.00 | 11,733.00 | 08/07/2013 | |
| | 07/19/13 00002 | WEST STRIP WATER PROJECT | 07/19/2013 | 300.00 | 300.00 | 08/07/2013 | |
| Total 4620: | | | | 12,033.00 | 12,033.00 | | |
| GRAINGER | | | | | | | |
| 4635 | | | | | | | |
| | 91940414070 | TOOLS | 07/17/2013 | 443.70 | 443.70 | 08/07/2013 | |
| | 9194136843 | TOOLS | 07/17/2013 | 321.08 | 321.08 | 08/07/2013 | |
| Total 4635: | | | | 764.78 | 764.78 | | |
| H B I INSURANCE | | | | | | | |
| 12306 | | | | | | | |
| | 52281 | BOND - JUDGE WEBSTER | 07/17/2013 | 170.00 | 170.00 | 08/07/2013 | |
| Total 12306: | | | | 170.00 | 170.00 | | |
| HANDS OF A POTTER | | | | | | | |
| 129752 | | | | | | | |
| | 14336619 | REFUND UTILITY DEPOSIT | 07/17/2013 | 357.53 | 357.53 | 08/07/2013 | |
| Total 129752: | | | | 357.53 | 357.53 | | |
| HANICH, MICHAEL | | | | | | | |
| 129764 | | | | | | | |
| | 071913 | SOUND TECH TRAINING | 07/19/2013 | 50.00 | 50.00 | 08/07/2013 | |
| | 071913 | CONCERT SOUND TECH 7/18/1 | 07/19/2013 | 100.00 | 100.00 | 08/07/2013 | |
| Total 129764: | | | | 150.00 | 150.00 | | |
| HD SUPPLY POWER SOLUTIONS, LTD | | | | | | | |
| 6730 | | | | | | | |
| | 2318468-00 | Cutout, non-loadbreak 100 amp 1 | 07/12/2013 | 1,284.71 | 1,284.71 | 08/07/2013 | C/O100NL15 |
| | 2318468-00 | SYSTEM REPAIR | 07/12/2013 | 382.27 | 382.27 | 08/07/2013 | |
| | 2318468-00 | SYSTEM UPGRADE | 07/12/2013 | 677.06 | 677.06 | 08/07/2013 | |
| | 2318468-02 | SYSTEM UPGRADE | 07/15/2013 | 274.45 | 274.45 | 08/07/2013 | |
| Total 6730: | | | | 2,618.49 | 2,618.49 | | |
| HEALTH MAGAZINE | | | | | | | |
| 126093 | | | | | | | |
| | 071613 | 3 YR SUBSCRIPTION | 07/16/2013 | 30.00 | 30.00 | 08/07/2013 | |
| Total 126093: | | | | 30.00 | 30.00 | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|----------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| HEARTLAND PAPER COMPANY | | | | | | | |
| 128769 | | | | | | | |
| | G310658-1 | MATERIAL & SUPPLIES | 07/16/2013 | 186.19 | 186.19 | 08/07/2013 | |
| Total 128769: | | | | 186.19 | 186.19 | | |
| HEATON, SHERRY | | | | | | | |
| 129170 | | | | | | | |
| | 071713 | WITNESS FEES MC-1304-036 | 07/17/2013 | 15.00 | 15.00 | 08/07/2013 | |
| Total 129170: | | | | 15.00 | 15.00 | | |
| HENRY, BRAD | | | | | | | |
| 128535 | | | | | | | |
| | 171140.10 | REFUND CREDIT BALANCE | 07/10/2013 | 460.79 | 460.79 | 08/07/2013 | |
| Total 128535: | | | | 460.79 | 460.79 | | |
| HERLSON, CLIFF | | | | | | | |
| 129755 | | | | | | | |
| | 071713 | WITNESS FEES MC-1304-038 | 07/17/2013 | 15.00 | 15.00 | 08/07/2013 | |
| Total 129755: | | | | 15.00 | 15.00 | | |
| HERLSON, JENNIFER | | | | | | | |
| 129652 | | | | | | | |
| | 071713 | WITNESS FEES MC-1304-038 | 07/17/2013 | 15.00 | 15.00 | 08/07/2013 | |
| Total 129652: | | | | 15.00 | 15.00 | | |
| HONNEN EQUIPMENT | | | | | | | |
| 124750 | | | | | | | |
| | 492504 | CUTTING EDGES H02, H05 | 07/16/2013 | 1,320.40 | 1,320.40 | 08/07/2013 | |
| Total 124750: | | | | 1,320.40 | 1,320.40 | | |
| ICMA RETIREMENT-457-#303143 | | | | | | | |
| 5170 | | | | | | | |
| | 806314 | Contributions | 07/19/2013 | 6,417.46 | 6,417.46 | 07/19/2013 | |
| Total 5170: | | | | 6,417.46 | 6,417.46 | | |
| JENSEN PLUMBING | | | | | | | |
| 129455 | | | | | | | |
| | 6244 | REPLACE BROKEN TOILET - S | 07/01/2013 | 724.82 | 724.82 | 08/07/2013 | |
| Total 129455: | | | | 724.82 | 724.82 | | |
| KENCO SECURITY & TECHNOLOGY | | | | | | | |
| 9029 | | | | | | | |
| | 1050849 | LAB SECURITY | 07/01/2013 | 79.50 | 79.50 | 08/07/2013 | |
| | 1050850 | SECURITY MONITORING - SHO | 07/01/2013 | 23.63 | 23.63 | 08/07/2013 | |
| | 1050850 | SECURITY MONITORING - SHO | 07/01/2013 | 23.62 | 23.62 | 08/07/2013 | |
| | 1050850 | SECURITY MONITORING - SHO | 07/01/2013 | 23.62 | 23.62 | 08/07/2013 | |
| | 1050850 | SECURITY MONITORING - SHO | 07/01/2013 | 23.63 | 23.63 | 08/07/2013 | |
| | 1058090 | SECURITY MONITORING - CITY | 08/01/2013 | 94.50 | 94.50 | 08/07/2013 | |
| | 1058091 | SECURITY SYSTEM | 08/01/2013 | 30.00 | 30.00 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|----------------------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| | 1058660 | SECURITY SYSTEM | 08/01/2013 | 72.00 | 72.00 | 08/07/2013 | |
| Total 9029: | | | | 370.50 | 370.50 | | |
| KIRKHAM, MAGGIE 129674 | | | | | | | |
| | 071113 | RESTITUTION FROM MC-1301-0 | 07/11/2013 | 120.00 | 120.00 | 08/07/2013 | |
| Total 129674: | | | | 120.00 | 120.00 | | |
| KOONS, JOHN H 129498 | | | | | | | |
| | 071113 | RESTITUTION FROM MC-1205-0 | 07/11/2013 | 50.00 | 50.00 | 08/07/2013 | |
| Total 129498: | | | | 50.00 | 50.00 | | |
| KRESS, ROBERT 125916 | | | | | | | |
| | 13125011 | EQUAL PAY SETTLEMENT | 07/22/2013 | 394.30 | 394.30 | 08/07/2013 | |
| Total 125916: | | | | 394.30 | 394.30 | | |
| LAGRANT, SHARON 129105 | | | | | | | |
| | 070113 | CONCERT SOUND TECHNICIAN | 07/01/2013 | 50.00 | 50.00 | 08/07/2013 | |
| Total 129105: | | | | 50.00 | 50.00 | | |
| LIVE WELL MEDICAL SUPPLIES 129205 | | | | | | | |
| | 4998 | LIFT ANCHOR | 07/08/2013 | 447.61 | 447.61 | 08/07/2013 | |
| Total 129205: | | | | 447.61 | 447.61 | | |
| MANULA, JOANNE 129756 | | | | | | | |
| | 071713 | WITNESS FEES MC-1304-038 | 07/17/2013 | 15.00 | 15.00 | 08/07/2013 | |
| Total 129756: | | | | 15.00 | 15.00 | | |
| MCFARLAND, MICHAEL 126279 | | | | | | | |
| | 13.0400.15 | EQUAL PAY SETTLEMENT | 07/22/2013 | 333.58 | 333.58 | 08/07/2013 | |
| Total 126279: | | | | 333.58 | 333.58 | | |
| MCVEY, DENNY 129675 | | | | | | | |
| | 13580012 | REFUND UTILITY BALANCE | 07/09/2013 | 159.85 | 159.85 | 08/07/2013 | |
| Total 129675: | | | | 159.85 | 159.85 | | |
| MEEKER INSURANCE AGENCY 128486 | | | | | | | |
| | 5 | PROPERTY INSURANCE | 07/10/2013 | 61,322.00 | 61,322.00 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 128486: | | | | 61,322.00 | 61,322.00 | | |
| MERCO, INC | | | | | | | |
| 127277 | | | | | | | |
| | 10 | INSURANCE - DETENTION PON | 07/22/2013 | 1,015.00 | 1,015.00 | 08/07/2013 | |
| Total 127277: | | | | 1,015.00 | 1,015.00 | | |
| MIDLAND IMPLEMENT CO | | | | | | | |
| 6640 | | | | | | | |
| | 723734001 | REPLACEMENT HEADS | 07/08/2013 | 236.81 | 236.81 | 08/07/2013 | |
| | 724561001 | REPLACEMENT CONTROLLER | 07/11/2013 | 132.73 | 132.73 | 08/07/2013 | |
| Total 6640: | | | | 369.54 | 369.54 | | |
| MIEARS, RODNEY | | | | | | | |
| 129093 | | | | | | | |
| | 071613 | CO-ED SOFTBALL UMPIRE | 07/16/2013 | 18.00 | 18.00 | 08/07/2013 | |
| Total 129093: | | | | 18.00 | 18.00 | | |
| MILLER, TRACY AND/OR | | | | | | | |
| 129748 | | | | | | | |
| | 13029117 | REFUND UTILITY BALANCE | 07/11/2013 | 75.03 | 75.03 | 08/07/2013 | |
| Total 129748: | | | | 75.03 | 75.03 | | |
| MOORE, CHARLES | | | | | | | |
| 129490 | | | | | | | |
| | 071213 | SOUND TECH TRAINING | 07/12/2013 | 50.00 | 50.00 | 08/07/2013 | |
| | 071213 | CONCERT SOUND TECHNICIAN | 07/12/2013 | 100.00 | 100.00 | 08/07/2013 | |
| | 071213 | SOUND PROBLEM DIAGNOSIS | 07/12/2013 | 50.00 | 50.00 | 08/07/2013 | |
| Total 129490: | | | | 200.00 | 200.00 | | |
| MORRIS, PATRICIA | | | | | | | |
| 129760 | | | | | | | |
| | 308545 | REC CENTER REFUND | 07/22/2013 | 35.00 | 35.00 | 08/07/2013 | |
| Total 129760: | | | | 35.00 | 35.00 | | |
| MOTOR POWER EQUIPMENT | | | | | | | |
| 6830 | | | | | | | |
| | A130269 | SEAT BELT REPAIR D11 | 07/15/2013 | 295.99 | 295.99 | 08/07/2013 | |
| Total 6830: | | | | 295.99 | 295.99 | | |
| MOUNTAIN VALLEY MOTORSPORTS | | | | | | | |
| 129472 | | | | | | | |
| | 133934 | OIL FOR BOAT AT LAGOON | 07/05/2013 | 12.29 | 12.29 | 08/07/2013 | |
| Total 129472: | | | | 12.29 | 12.29 | | |
| MOUNTAIN WEST INC | | | | | | | |
| 6930 | | | | | | | |
| | 024395 | RUNNERS STAMPEDE | 07/01/2013 | 2,121.40 | 2,121.40 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|----------------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|------------------|
| | 024430 | UNIFORMS | 07/03/2013 | 22.56 | 22.56 | 08/07/2013 | |
| | 50015 | UNIFORMS C22 | 07/10/2013 | 23.95 | 23.95 | 08/07/2013 | |
| | 50023 | UNIFORMS C03 | 07/11/2013 | 23.90 | 23.90 | 08/07/2013 | |
| | 50044 | FOOTBALL CAMP | 07/17/2013 | 360.16 | 360.16 | 08/07/2013 | |
| | 50058 | REC CENTER PROGRAMS - TRI | 07/18/2013 | 544.38 | 544.38 | 08/07/2013 | |
| Total 6930: | | | | 3,096.35 | 3,096.35 | | |
| MURDOCH OIL, INC | | | | | | | |
| 129640 | | | | | | | |
| | 3902 | OIL - LIFT STATION PUMP | 06/04/2013 | 92.31 | 92.31 | 08/07/2013 | |
| Total 129640: | | | | 92.31 | 92.31 | | |
| NORCO, INC. | | | | | | | |
| 128948 | | | | | | | |
| | 11756809 | CO2 | 07/09/2013 | 105.24 | 105.24 | 08/07/2013 | |
| | 11793079 | CO2 | 07/17/2013 | 147.11 | 147.11 | 08/07/2013 | |
| Total 128948: | | | | 252.35 | 252.35 | | |
| NORTHWEST PIPE | | | | | | | |
| 7400 | | | | | | | |
| | 1152551 | 1" MIP x compression adapter | 07/15/2013 | 190.70 | 190.70 | 08/07/2013 | 1104-W |
| Total 7400: | | | | 190.70 | 190.70 | | |
| OPTIMUM | | | | | | | |
| 129339 | | | | | | | |
| | 070213-EL | INTERNET - EL SHOP | 07/02/2013 | 54.95 | 54.95 | 08/07/2013 | |
| | 070213-PD | INTERNET - PD | 07/02/2013 | 50.89 | 50.89 | 08/07/2013 | |
| | 072213 | INTERNET - REC CENTER | 07/22/2013 | 86.92 | 86.92 | 08/07/2013 | |
| | 072213 | INTERNET - SHOP | 07/22/2013 | 48.09 | 48.09 | 08/07/2013 | |
| | 072213 | INTERNET - SHOP | 07/22/2013 | 12.38 | 12.38 | 08/07/2013 | |
| | 072213 | INTERNET - SHOP | 07/22/2013 | 7.29 | 7.29 | 08/07/2013 | |
| | 072213 | INTERNET - SHOP | 07/22/2013 | 5.09 | 5.09 | 08/07/2013 | |
| | 072213 | INTERNET - CITY HALL | 07/22/2013 | 82.85 | 82.85 | 08/07/2013 | |
| Total 129339: | | | | 348.46 | 348.46 | | |
| PARK COUNTY | | | | | | | |
| 7670 | | | | | | | |
| | 1146 | LEC CONTRACT | 06/24/2013 | 31,849.17 | 31,849.17 | 08/07/2013 | |
| Total 7670: | | | | 31,849.17 | 31,849.17 | | |
| PARK COUNTY WEED AND PEST | | | | | | | |
| 7770 | | | | | | | |
| | 071913 | HERBICIDE FOR WEED CONTR | 07/19/2013 | 170.00 | 170.00 | 08/07/2013 | |
| Total 7770: | | | | 170.00 | 170.00 | | |
| PATTERSON, JACOB | | | | | | | |
| 129753 | | | | | | | |
| | 071613 | CO-ED SOFTBALL UMPIRE | 07/16/2013 | 36.00 | 36.00 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 129753: | | | | 36.00 | 36.00 | | |
| PAWNEE IRRIGATION EVERGREEN | | | | | | | |
| 7830 | | | | | | | |
| | 9254-2 | HYDRO SEED GOLF COURSE H | 07/01/2013 | 4,000.00 | 4,000.00 | 08/07/2013 | |
| Total 7830: | | | | 4,000.00 | 4,000.00 | | |
| PFEIFER, AUSTIN | | | | | | | |
| 129766 | | | | | | | |
| | 16263025 | REFUND UTILITY DEPOSIT | 07/26/2013 | 53.14 | 53.14 | 08/07/2013 | |
| Total 129766: | | | | 53.14 | 53.14 | | |
| PLAN ONE ARCHITECTS | | | | | | | |
| 7980 | | | | | | | |
| | 07/15/13 -8 | SANITATION BUILDING | 07/15/2013 | 6,050.00 | 6,050.00 | 08/07/2013 | |
| Total 7980: | | | | 6,050.00 | 6,050.00 | | |
| POSEY, JAMIE | | | | | | | |
| 127949 | | | | | | | |
| | 11.095011 | EQUAL PAY SETTLEMENT MON | 07/17/2013 | 300.25 | 300.25 | 08/07/2013 | |
| Total 127949: | | | | 300.25 | 300.25 | | |
| PRO-BUILD | | | | | | | |
| 128149 | | | | | | | |
| | 961314 | CODY CUPBOARD SCREENS | 07/12/2013 | 64.24 | 64.24 | 08/07/2013 | |
| Total 128149: | | | | 64.24 | 64.24 | | |
| PRYOR, JANET | | | | | | | |
| 129757 | | | | | | | |
| | 071713 | WITNESS FEES MC-1304-036 | 07/17/2013 | 15.00 | 15.00 | 08/07/2013 | |
| Total 129757: | | | | 15.00 | 15.00 | | |
| PUBLIC SURPLUS | | | | | | | |
| 129043 | | | | | | | |
| | 495746 | AUCTION FEES | 06/30/2013 | 505.09 | 505.09 | 08/07/2013 | |
| Total 129043: | | | | 505.09 | 505.09 | | |
| REED, DARLENE K | | | | | | | |
| 125560 | | | | | | | |
| | 306639 | REC CENTER REFUND | 07/10/2013 | 52.00 | 52.00 | 08/07/2013 | |
| Total 125560: | | | | 52.00 | 52.00 | | |
| REESE, LINCOLN | | | | | | | |
| 124744 | | | | | | | |
| | 071613 | CO-ED SOFTBALL UMPIRE | 07/16/2013 | 144.00 | 144.00 | 08/07/2013 | |
| Total 124744: | | | | 144.00 | 144.00 | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|---------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| RIMROCK AUTO GROUP | | | | | | | |
| 127678 | | | | | | | |
| | 6260792/1 | REPAIR WATER TRUCK - ST DE | 07/10/2013 | 114.48 | 114.48 | 08/07/2013 | |
| Total 127678: | | | | 114.48 | 114.48 | | |
| RINGEL, COTY | | | | | | | |
| 125449 | | | | | | | |
| | 13229020 | EQUAL PAY SETTLEMENT | 07/22/2013 | 247.57 | 247.57 | 08/07/2013 | |
| Total 125449: | | | | 247.57 | 247.57 | | |
| ROCKY MOUNTAIN DISCOUNT SPORTS | | | | | | | |
| 8680 | | | | | | | |
| | 47184 | BATTERIES - SQUAD ROOM SU | 07/12/2013 | 83.97 | 83.97 | 08/07/2013 | |
| Total 8680: | | | | 83.97 | 83.97 | | |
| ROCKY MOUNTAIN INFO NETWORK | | | | | | | |
| 124302 | | | | | | | |
| | 18245 | MEMBERSHIP DUES | 07/12/2013 | 50.00 | 50.00 | 08/07/2013 | |
| Total 124302: | | | | 50.00 | 50.00 | | |
| ROCKY MOUNTAIN POWER | | | | | | | |
| 7570 | | | | | | | |
| | 071713 | UTILITIES | 07/17/2013 | 34.81 | 34.81 | 08/07/2013 | |
| | 071713 | UTILITIES | 07/17/2013 | 359.51 | 359.51 | 08/07/2013 | |
| | 072513 | UTILITIES | 07/25/2013 | 200.04 | 200.04 | 08/07/2013 | |
| | 072513 | UTILITIES | 07/25/2013 | 257.68 | 257.68 | 08/07/2013 | |
| Total 7570: | | | | 852.04 | 852.04 | | |
| RULE STEEL TANKS, INC | | | | | | | |
| 129045 | | | | | | | |
| | 0013359-IN | 3 YD DUMPSTERS | 07/08/2013 | 11,000.00 | 11,000.00 | 08/07/2013 | 1001-SW |
| | 0013359-IN | FREIGHT | 07/08/2013 | 950.00 | 950.00 | 08/07/2013 | |
| Total 129045: | | | | 11,950.00 | 11,950.00 | | |
| S & S AUDIO - VIDEO INC | | | | | | | |
| 8840 | | | | | | | |
| | 10072481 | RESISTORS FOR H03 | 07/18/2013 | 3.58 | 3.58 | 08/07/2013 | |
| Total 8840: | | | | 3.58 | 3.58 | | |
| SCOTT, JOHN | | | | | | | |
| 129754 | | | | | | | |
| | 071613 | CO-ED SOFTBALL UMPIRE | 07/16/2013 | 36.00 | 36.00 | 08/07/2013 | |
| Total 129754: | | | | 36.00 | 36.00 | | |
| SHAPE | | | | | | | |
| 125037 | | | | | | | |
| | 071613 | 3 YR SUBSCRIPTION | 07/16/2013 | 16.00 | 16.00 | 08/07/2013 | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|----------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 125037: | | | | 16.00 | 16.00 | | |
| SHOSHONE OFFICE SUPPLY | | | | | | | |
| 9140 | | | | | | | |
| | 0097204 | SUPPLIES | 07/05/2013 | 79.99 | 79.99 | 08/07/2013 | |
| | 0097300 | SUPPLIES | 07/11/2013 | 4.79 | 4.79 | 08/07/2013 | |
| | 0097301 | PAPER | 07/11/2013 | 223.25 | 223.25 | 08/07/2013 | |
| | 0097333 | OFFICE SUPPLIES | 07/10/2013 | 247.28 | 247.28 | 08/07/2013 | |
| | 0097376 | OFFICE SUPPLIES | 07/16/2013 | 16.00 | 16.00 | 08/07/2013 | |
| | 0097385 | HIGHLIGHTERS | 07/16/2013 | 3.26 | 3.26 | 08/07/2013 | |
| | 0097391 | TONER | 07/16/2013 | 175.23 | 175.23 | 08/07/2013 | |
| | 0097420 | OFFICE SUPPLIES | 07/18/2013 | 74.88 | 74.88 | 08/07/2013 | |
| | 0097460 | SUPPLIES | 07/17/2013 | 46.80 | 46.80 | 08/07/2013 | |
| | 0097608 | LABELS | 07/19/2013 | 84.93 | 84.93 | 08/07/2013 | |
| | 0097685 | OFFICE SUPPLIES | 07/26/2013 | 51.04 | 51.04 | 08/07/2013 | |
| Total 9140: | | | | 1,007.45 | 1,007.45 | | |
| SILVA, AMY | | | | | | | |
| 129761 | | | | | | | |
| | 307499 | REC CENTER REFUND | 07/17/2013 | 25.00 | 25.00 | 08/07/2013 | |
| Total 129761: | | | | 25.00 | 25.00 | | |
| SIMON-POWER, AMBER | | | | | | | |
| 128193 | | | | | | | |
| | 17963811 | REFUND UTILITY CREDIT BALA | 07/10/2013 | 388.18 | 388.18 | 08/07/2013 | |
| Total 128193: | | | | 388.18 | 388.18 | | |
| SITZ III, ALEX H. | | | | | | | |
| 129379 | | | | | | | |
| | 14223 | PROFESSIONAL FEES | 07/23/2013 | 145.32 | 145.32 | 08/07/2013 | |
| Total 129379: | | | | 145.32 | 145.32 | | |
| SIZEMORE JR., PERRY | | | | | | | |
| 129758 | | | | | | | |
| | 071713 | WITNESS FEES MC-1304-038 | 07/17/2013 | 15.00 | 15.00 | 08/07/2013 | |
| Total 129758: | | | | 15.00 | 15.00 | | |
| SKYLINE MOTOR INN | | | | | | | |
| 128734 | | | | | | | |
| | 11.117012 | EQUAL PAY SETTLEMENT | 07/17/2013 | 1,474.88 | 1,474.88 | 08/07/2013 | |
| Total 128734: | | | | 1,474.88 | 1,474.88 | | |
| SPINLAB UTILITY INSTRUMENTATION | | | | | | | |
| 126998 | | | | | | | |
| | 7514 | TOOLS | 07/18/2013 | 3,046.80 | 3,046.80 | 08/07/2013 | |
| Total 126998: | | | | 3,046.80 | 3,046.80 | | |
| SPOMER, AMY | | | | | | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|--------------------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| 129434 | | | | | | | |
| | 10.063.29 | EQUAL PAY SETTLEMENT | 07/17/2013 | 272.58 | 272.58 | 08/07/2013 | |
| Total 129434: | | | | 272.58 | 272.58 | | |
| STROBLE, THOMAS 129452 | | | | | | | |
| | 071613 | CO-ED SOFTBALL UMPIRE | 07/16/2013 | 36.00 | 36.00 | 08/07/2013 | |
| Total 129452: | | | | 36.00 | 36.00 | | |
| STROUPE PEST CONTROL CO 9635 | | | | | | | |
| | 070113-SHOP | PEST CONTROL - SHOP | 07/01/2013 | 88.00 | 88.00 | 08/07/2013 | |
| Total 9635: | | | | 88.00 | 88.00 | | |
| SUNSET HOUSE RESTAURANT 9670 | | | | | | | |
| | 071713 | LUNCH FOR SGT. TESTING | 07/17/2013 | 131.50 | 131.50 | 08/07/2013 | |
| | 071813 | LUNCH FOR SGT TESTING | 07/18/2013 | 54.55 | 54.55 | 08/07/2013 | |
| Total 9670: | | | | 186.05 | 186.05 | | |
| THE EATERY 129763 | | | | | | | |
| | 072313 | LEADERSHIP RETREAT - CPD | 07/23/2013 | 318.00 | 318.00 | 08/07/2013 | |
| Total 129763: | | | | 318.00 | 318.00 | | |
| THE UPS STORE 6240 | | | | | | | |
| | 4964 | SHIPPING | 07/17/2013 | 10.33 | 10.33 | 08/07/2013 | |
| | 5054 | SHIP POOL VAC (LESS SALES | 07/19/2013 | 247.16 | 247.16 | 08/07/2013 | |
| | 5555 | EVIDENCE SHIPPING | 07/01/2013 | 18.60 | 18.60 | 08/07/2013 | |
| | 5929 | EVIDENCE SHIPPING | 07/09/2013 | 9.30 | 9.30 | 08/07/2013 | |
| | 6074 | EVIDENCE SHIPPING | 07/11/2013 | 9.90 | 9.90 | 08/07/2013 | |
| | 6673 | EVIDENCE SHIPPING | 07/23/2013 | 9.30 | 9.30 | 08/07/2013 | |
| | 6719 | EVIDENCE SHIPPING | 07/24/2013 | 9.30 | 9.30 | 08/07/2013 | |
| | 6756 | SHIPPING | 07/24/2013 | 9.46 | 9.46 | 08/07/2013 | |
| Total 6240: | | | | 323.35 | 323.35 | | |
| TODOROVICH, KAREN 125513 | | | | | | | |
| | 162400.14 | REFUND UTILITY CREDIT BALA | 07/10/2013 | 242.59 | 242.59 | 08/07/2013 | |
| Total 125513: | | | | 242.59 | 242.59 | | |
| TRACTOR & EQUIPMENT CO 9930 | | | | | | | |
| | SGCS0089999 | D08 REPAIR | 07/10/2013 | 123.48 | 123.48 | 08/07/2013 | |
| | SGCS0090000 | SEWER JET INJECTOR | 07/10/2013 | 526.14 | 526.14 | 08/07/2013 | |
| | SGCS0090067 | SEWER JET REPAIR D11 | 07/15/2013 | 134.65 | 134.65 | 08/07/2013 | |
| Total 9930: | | | | 784.27 | 784.27 | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|-------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| TRIPLE L SALES | | | | | | | |
| 9980 | | | | | | | |
| | I-27995 | IRRIGATION REPAIRS | 07/16/2013 | 7.56 | 7.56 | 08/07/2013 | |
| Total 9980: | | | | 7.56 | 7.56 | | |
| TWO TOUGH GUYS SERVICES, LLC | | | | | | | |
| 126515 | | | | | | | |
| | 10333 | RECYCLING CENTER GLASS | 07/05/2013 | 120.00 | 120.00 | 08/07/2013 | |
| Total 126515: | | | | 120.00 | 120.00 | | |
| UNIVERSAL ATHLETIC SERVICE | | | | | | | |
| 10125 | | | | | | | |
| | 2020017522-0 | SOFTBALLS | 07/03/2013 | 149.97 | 149.97 | 08/07/2013 | |
| Total 10125: | | | | 149.97 | 149.97 | | |
| UNUM LIFE INS - LTD | | | | | | | |
| 127843 | | | | | | | |
| | 071213 | LONG TERM DISABILITY - PRE | 07/12/2013 | 2,782.90 | 2,782.90 | 07/12/2013 | |
| Total 127843: | | | | 2,782.90 | 2,782.90 | | |
| US POSTMASTER | | | | | | | |
| 129112 | | | | | | | |
| | 071613 | 2 MONTHS POSTAGE FOR UTIL | 07/16/2013 | 3,700.00 | 3,700.00 | 08/07/2013 | |
| Total 129112: | | | | 3,700.00 | 3,700.00 | | |
| VAUPEL, JESSICA | | | | | | | |
| 129759 | | | | | | | |
| | 4120025 | REFUND UTILITY DEPOSIT | 07/22/2013 | 86.68 | 86.68 | 08/07/2013 | |
| Total 129759: | | | | 86.68 | 86.68 | | |
| VERHEY, SHELLEY | | | | | | | |
| 127349 | | | | | | | |
| | 11.0090.11 | EQUAL PAY SETTLEMENT MON | 07/17/2013 | 317.67 | 317.67 | 08/07/2013 | |
| Total 127349: | | | | 317.67 | 317.67 | | |
| WAL MART COMMUNITY BRC | | | | | | | |
| 10330 | | | | | | | |
| | 001814 | BABYSITTING KITS | 07/11/2013 | 68.00 | 68.00 | 08/07/2013 | |
| | 002063 | SUMMER CAMP | 07/17/2013 | 156.35 | 156.35 | 08/07/2013 | |
| | 003216 | (2) CAMERAS, SD CORDS, MIS | 07/24/2013 | 255.88 | 255.88 | 08/07/2013 | |
| | 00368 | KIDZ ON THE MOVE | 07/01/2013 | 150.93 | 150.93 | 08/07/2013 | |
| | 00605 | WATER & GATORADE FOR PAR | 07/01/2013 | 132.64 | 132.64 | 08/07/2013 | |
| | 02255 | OFFICE/SQUAD ROOM SUPPLI | 07/12/2013 | 210.81 | 210.81 | 08/07/2013 | |
| | 03283 | SHOP SUPPLIES | 07/23/2013 | 7.74 | 7.74 | 08/07/2013 | |
| | 03917 | SGT. TESTING SUPPLIES | 07/16/2013 | 11.23 | 11.23 | 08/07/2013 | |
| | 04835 | REC PROGRAM | 07/08/2013 | 215.31 | 215.31 | 08/07/2013 | |
| | 05070 | SHOP SUPPLIES | 07/16/2013 | 43.60 | 43.60 | 08/07/2013 | |
| | 05739 | GATORAID | 07/11/2013 | 11.96 | 11.96 | 08/07/2013 | 20008 |
| | 05739 | Fruit Snacks | 07/11/2013 | 17.74 | 17.74 | 08/07/2013 | 20026 |
| | 05739 | Snack Cakes | 07/11/2013 | 20.22 | 20.22 | 08/07/2013 | 20027 |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|------------------------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|------------------|
| | 05739 | Chips | 07/11/2013 | 19.96 | 19.96 | 08/07/2013 | 20031 |
| | 05739 | Crackers | 07/11/2013 | 10.46 | 10.46 | 08/07/2013 | 20034 |
| | 05739 | Pizza | 07/11/2013 | 16.66 | 16.66 | 08/07/2013 | 20045 |
| | 05739 | Ramen Soup | 07/11/2013 | 21.80 | 21.80 | 08/07/2013 | 20050 |
| | 05739 | Applesauce | 07/11/2013 | 1.82 | 1.82 | 08/07/2013 | 20055 |
| | 05739 | Hot Dogs | 07/11/2013 | 8.88 | 8.88 | 08/07/2013 | 20053 |
| | 05739 | PAPER PLATES | 07/11/2013 | 3.97 | 3.97 | 08/07/2013 | 21000 |
| | 05739 | FORKS | 07/11/2013 | 2.84 | 2.84 | 08/07/2013 | 25100 |
| | 05739 | Granola Bars | 07/11/2013 | 2.25 | 2.25 | 08/07/2013 | 20038 |
| | 05739 | KETCHUP | 07/11/2013 | 1.18 | 1.18 | 08/07/2013 | 23000 |
| | 06944 | SGT. TESTING SUPPLIES | 07/16/2013 | 69.48 | 69.48 | 08/07/2013 | |
| | 08870 | CONCERTS IN THE PARK | 07/25/2013 | 72.15 | 72.15 | 08/07/2013 | |
| | 08870 | SUPPLIES | 07/25/2013 | 2.98 | 2.98 | 08/07/2013 | |
| Total 10330: | | | | 1,536.84 | 1,536.84 | | |
| WAMCAT TREASURER | | | | | | | |
| 129087 | | | | | | | |
| | 071713 | WAMCAT DUES - CINDY BAKER | 07/17/2013 | 65.00 | 65.00 | 08/07/2013 | |
| Total 129087: | | | | 65.00 | 65.00 | | |
| WARNE CHEMICAL & EQUIPMENT CO | | | | | | | |
| 123358 | | | | | | | |
| | 100920 | SPRAY NOZZLE RETURNED FO | 07/06/2013 | 53.40- | .00 | | |
| Total 123358: | | | | 53.40- | .00 | | |
| WATCO POOLS | | | | | | | |
| 10370 | | | | | | | |
| | CM 16602 | CREDIT FOR RETURN | 07/15/2013 | 364.80- | .00 | | |
| Total 10370: | | | | 364.80- | .00 | | |
| WAYNE'S BOOT SHOP | | | | | | | |
| 10430 | | | | | | | |
| | 11256 | SAFETY BOOTS - PD - J MORRI | 07/17/2013 | 179.95 | 179.95 | 08/07/2013 | |
| | 11602 | UNIFORMS ALLOWANCE C03 | 07/10/2013 | 169.95 | 169.95 | 08/07/2013 | |
| Total 10430: | | | | 349.90 | 349.90 | | |
| WEAD, JUSTON | | | | | | | |
| 126194 | | | | | | | |
| | 071013 | REIMBURSE FOR UNIFORMS | 07/10/2013 | 111.14 | 111.14 | 08/07/2013 | |
| Total 126194: | | | | 111.14 | 111.14 | | |
| WESCO DISTRIBUTION INC | | | | | | | |
| 10480 | | | | | | | |
| | 728832 | CABLE FOR SERVICES | 07/02/2013 | 1,725.98 | 1,725.98 | 08/07/2013 | |
| | 731033 | CREDIT FOR FREIGHT | 07/11/2013 | 187.95- | 187.95- | 08/07/2013 | |
| | 731462 | SYSTEM REPAIR | 07/12/2013 | 429.20 | 429.20 | 08/07/2013 | |
| | 732387 | Conduit, 3" PVC - 10ft section | 07/16/2013 | 1,038.40 | 1,038.40 | 08/07/2013 | CONPVC310 |
| | 732388 | FREIGHT - OLIVE GLENN PHAS | 07/16/2013 | 207.67 | 207.67 | 08/07/2013 | |
| Total 10480: | | | | 3,213.30 | 3,213.30 | | |

| Vendor Name Vendor No | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|---------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|------------------|
| WESTERN UNITED ELECTRIC SUPPLY | | | | | | | |
| 10605 | | | | | | | |
| | 4038548 | TOOLS | 07/18/2013 | 1,797.00 | 1,797.00 | 08/07/2013 | |
| | 4038629 | SYSTEM MAINTENANCE | 07/19/2013 | 342.00 | 342.00 | 08/07/2013 | |
| Total 10605: | | | | 2,139.00 | 2,139.00 | | |
| WOODWARD TRACTOR CO | | | | | | | |
| 10660 | | | | | | | |
| | 85445 | HEDGE TRIMMER REPAIR | 07/15/2013 | 13.46 | 13.46 | 08/07/2013 | |
| | 85461 | HEDGE TRIMMER REPAIR | 07/15/2013 | 10.91 | 10.91 | 08/07/2013 | |
| | 85555 | WEED EATER HEAD | 07/18/2013 | 45.24 | 45.24 | 08/07/2013 | |
| | 85574 | BELT FOR SR. CENTER | 07/18/2013 | 11.99 | 11.99 | 08/07/2013 | |
| | 85593 | ROTOTILL PLAYGROUND | 07/22/2013 | 158.62 | 158.62 | 08/07/2013 | |
| | 85707 | REPLACEMENT PUSH MOWER | 07/25/2013 | 499.95 | 499.95 | 08/07/2013 | |
| | W1984 | REPAIR POWER SHEAR | 07/25/2013 | 121.06 | 121.06 | 08/07/2013 | |
| Total 10660: | | | | 861.23 | 861.23 | | |
| WORLAND CLEANERS & SUPPLY | | | | | | | |
| 10680 | | | | | | | |
| | 126730 | CLEANING SUPPLIES | 07/15/2013 | 25.05 | 25.05 | 08/07/2013 | |
| Total 10680: | | | | 25.05 | 25.05 | | |
| WYO CONF OF BUILDING OFFICIALS | | | | | | | |
| 128064 | | | | | | | |
| | 072613 | 2013 WCBO MEMBERSHIP DUE | 07/26/2013 | 50.00 | 50.00 | 08/07/2013 | |
| Total 128064: | | | | 50.00 | 50.00 | | |
| WYOMING DEPARTMENT OF REVENUE | | | | | | | |
| 129041 | | | | | | | |
| | 071713 | AUCTION SALES TAXES | 07/17/2013 | 77.65 | 77.65 | 08/07/2013 | |
| Total 129041: | | | | 77.65 | 77.65 | | |
| WYOMING HOME & RANCH | | | | | | | |
| 129698 | | | | | | | |
| | 12117 | TRASH PICK UP | 07/03/2013 | 11.99 | 11.99 | 08/07/2013 | |
| Total 129698: | | | | 11.99 | 11.99 | | |
| WYOMING RURAL WATER | | | | | | | |
| 129489 | | | | | | | |
| | 071513 | SLUDGE JUDGING | 07/15/2013 | 170.00 | 170.00 | 08/07/2013 | |
| Total 129489: | | | | 170.00 | 170.00 | | |
| Grand Totals: | | | | 328,421.16 | 328,839.36 | | |

Voucher list from this period Fiscal Year 12-13 = \$54,041.19

Total Voucher = \$382,880.55

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Inventory Number |
|-------------|----------------|-------------|--------------|--------------------|-------------|-----------|------------------|
|-------------|----------------|-------------|--------------|--------------------|-------------|-----------|------------------|

Vendor No

Report Criteria:

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

| | | |
|--------------------------------------|---|--------------|
| Total of Vouchers from previous page | = | \$382,880.55 |
| Payroll from 7/17/2013 | | \$243,201.91 |
| Payroll from 7/31/2013 | | \$229,840.73 |
| TOTAL VOUCHERS AND PAYROLL | = | \$855,923.19 |

MEETING DATE: AUGUST 6, 2013
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

**AGENDA ITEM SUMMARY REPORT
BID AWARD – 29TH STREET PATHWAY PROJECT**

ACTION:

Staff requests that the Mayor and Council award the 29th Street Pathway Project bid to Harris Trucking and Construction Company, the apparent low and responsive bidder in the amount of \$46,146. 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 and approved.

SUMMARY:

On July 19, 2013, bids for 29th Street Pathway Project were opened and publicly read aloud. The City received three (3) bids from the following companies: Harris Trucking and Construction Company, Cameron Boni Construction, and Nicholson Dirt. The bid tab has been attached for the Council's review. The apparent low and responsive bidder was Harris Trucking and Construction Company in the amount of \$46,146.

In FY 2011-2012 the Council authorized the submittal of a grant application to the Wyoming Department of Transportation through the Safe Routes to School Program. WYDOT authorized a \$50,000 grant to design and construct the project based on an estimate prepared at that time. The City delayed the project for a year to determine if the Optional Penny would get citizen approval. The Optional Penny initiative failed and the City has moved forward with the project.

FISCAL IMPACT

The 29th Street Pathway Project was grant funded at \$50,000. An estimate was prepared in 2011 for the project and the breakdown in the estimate was as follows:

Engineering - \$ 7,613.93
Construction - \$38,069.63
Contingency - \$ 3,806.96

The estimate was prepared over two years ago and project costs have significantly increased. The engineering was awarded to Sage Engineering for \$13,400.00 by the Council. As outlined above, the bid was \$46,146. With the bid and the engineering, the project is \$9546.40 over budget. Staff proposes we transfer \$10,000 from the Concrete line item to the Safe Routes to School line item. The small extra amount in the transfer will allow for minor change orders. That will drop the monies available for concrete replacement from \$165,889 to \$155,889. Due to the uptick in construction we are having some challenges getting concrete contractors to complete work; consequently the decrease will likely be in line with what we are actually able to get completed.

ALTERNATIVES

1. Award the 29th Street Pathway Project to the 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 and approved.
2. Reject all bids and re-bid the project.

AGENDA ITEM NO. _____

RECOMMENDATION

Staff recommends that the Mayor and Council award the 29th Street Pathway Project in the amount of \$46,146 to Harris Trucking and Construction Company, the apparent low and responsive bidder. Staff also recommends 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 and approved.

ATTACHMENTS

Bid Tabulation
Engineer's recommendation

AGENDA & SUMMARY REPORT TO:

Harris Trucking and Construction Company



SAGE CIVIL ENGINEERING
AND SURVEYING

2824 Big Horn Avenue
Cody, WY 82414
307.527.0915•307.527.0916
www.sagecivilengineering.com

P.O. Box 1153
715 E. Roosevelt
Riverton, WY 82501
307.851.9252

July 19, 2013

Stephen W. Payne, P.E.
Public Works Director
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Re: 29th Street Pathway Project
Recommendation of Award

Mr. Payne,

Bids for the referenced project were opened on Friday, July 19, 2013. The results are shown below:

| | |
|---------------------------------------------|-------------|
| Engineer's Estimate: | \$44,590.00 |
| Harris Trucking and Construction – Cody, WY | \$46,146.00 |
| Nicholson Dirt Contracting – Cody, WY | \$52,100.00 |
| Cameron Boni Construction – Cody, WY | \$53,421.00 |

The bid proposals were found to be in order. Federal requirements included in the bidding documents concerning Disadvantaged Business Enterprises (DBE) were properly completed. Although the low bidder is not committing to utilizing DBE subcontractors, this does not seem unreasonable because of the relative lack of DBE firms in the area for the type of work being completed, and the simplicity of the project resulting in limited subcontracting opportunities. We recommend awarding the project to Harris Trucking and Construction, contingent upon the availability of sufficient funding.

Sincerely,

David R. Shultz, P.E.

RECEIVED

JUL 23 2013

CITY OF CODY

Notice of Award

Date: _____

Project: 29th Street Pathway Project

Owner: City of Cody, Wyoming

Owner's Contract No.:

Contract: 29th Street Pathway Project

Engineer's Project No.: 2013-21

Bidder: Harris Trucking and Construction Company

Bidder's Address: P.O. Box 296

Cody, WY 82414

You are notified that your Bid dated July 19, 2013 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the 29th Street Pathway Project at Cody, Wyoming.

The Contract Price of your Contract is **Forty six thousand one hundred forty-six and ^{no}/₁₀₀ Dollars (\$46,146.00)** per the bid proposal.

1 full-size set of the Drawings and 2 sets of the Project Manual will be delivered separately or otherwise made available to you at the preconstruction conference.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Bonds (Performance and Payment) as specified in the Invitation to Bid and General Provisions.
3. Other conditions precedent:
Deliver certificate of insurance coverage with limits as specified in the Special Provisions.
Deliver Proof of Good Standing for Unemployment Insurance and Worker's Compensation.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Cody, Wyoming

Owner

By: _____

Authorized Signature

Title

Agreement

For

29th Street Pathway Project

Between

Owner



CITY OF CODY
WYOMING

1338 Rumsey Avenue – P.O. Box 2200
Cody, Wyoming 82414

Contractor

Harris Trucking and Construction Company
16 Road 2AB – P.O. Box 296
Cody, Wyoming 82414

August, 2013

RECEIVED

JUL 23 2013

CITY OF CODY

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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American Council of Engineering Companies
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www.agc.org

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between **The City of Cody, Wyoming** (“Owner”) and
 Harris Trucking and Construction Company (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct an 8-ft wide multiple use pathway on 29th Street between Central Avenue and Sheridan Avenue

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

29th Street Pathway Project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Sage Civil Engineering, 2824 Big Horn Avenue, Cody, Wyoming 82414 307-527-0915** (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **25 Working Days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **30 Working Days** after the date when the Contract Times commence to run.

Changes to the contract time will require concurrence from the Wyoming Department of Transportation.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **Five hundred dollars \$500.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **Five hundred \$500.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that

have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond, C-610 (pages 1 to 3, inclusive).
 - 3. Payment bond, C-615A (pages 1 to 3, inclusive).
 - 4. Other bonds. n/a
 - 5. General Conditions (pages 1 to 62, inclusive).
 - 6. Supplementary Conditions (pages 1 to 14, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of a Cover Sheet and Sheets 1 - 7 with each sheet bearing the following general title: 29th Street Pathway Project – City of Cody, Wyoming.
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Cody, Wyoming

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 2200

Cody, WY 82414

CONTRACTOR

Harris Trucking and Construction Co.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 296

Cody, WY 82414

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:



CITY OF CODY
29TH STREET PATHWAY PROJECT
BID TABULATION
BID OPENING - July 19, 2013 10:00 A.M.



| | | | | Engineer's Estimate | | Harris Trucking and Construction Company | | Nicholson Dirt Contracting | | Cameron Boni Construction | |
|----------|-----------------------------------------|------|--------------------|---------------------|--------------------|------------------------------------------|--------------------|----------------------------|--------------------|---------------------------|--------------------|
| ITEM NO. | ITEM | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1 | MOBILIZATION | LS | 1 | \$5,000.00 | \$5,000.00 | \$3,379.00 | \$3,379.00 | \$4,500.00 | \$4,500.00 | \$4,000.00 | \$4,000.00 |
| 2 | GRADING/SITE PREPARATION | LS | 1 | \$5,000.00 | \$5,000.00 | \$4,638.00 | \$4,638.00 | \$8,500.00 | \$8,500.00 | \$6,481.00 | \$6,481.00 |
| 3 | PIT RUN SUBBASE - OBTAINED FROM PROJECT | CY | 250 | \$10.00 | \$2,500.00 | \$10.30 | \$2,575.00 | \$18.00 | \$4,500.00 | \$15.00 | \$3,750.00 |
| 4 | PIT RUN SUBBASE - CONTRACTOR FURNISHED | CY | 80 | \$18.00 | \$1,440.00 | \$23.50 | \$1,880.00 | \$20.00 | \$1,600.00 | \$15.00 | \$1,200.00 |
| 5 | CRUSHED BASE | CY | 180 | \$20.00 | \$3,600.00 | \$28.40 | \$5,112.00 | \$30.00 | \$5,400.00 | \$18.00 | \$3,240.00 |
| 6 | HOT PLANT MIX PAVEMENT | SY | 1580 | \$15.00 | \$23,700.00 | \$15.70 | \$24,806.00 | \$15.00 | \$23,700.00 | \$20.00 | \$31,600.00 |
| 7 | PLACE CBU PAD | EA | 3 | \$250.00 | \$750.00 | \$250.00 | \$750.00 | \$500.00 | \$1,500.00 | \$480.00 | \$1,440.00 |
| 7 | RELOCATE CBU | EA | 2 | \$250.00 | \$500.00 | \$250.00 | \$500.00 | \$300.00 | \$600.00 | \$480.00 | \$960.00 |
| 8 | PERCOLATION TRENCH | CY | 40 | \$40.00 | \$1,600.00 | \$41.10 | \$1,644.00 | \$25.00 | \$1,000.00 | \$10.00 | \$400.00 |
| 9 | IRRIGATION MODIFICATION | LS | 1 | \$500.00 | \$500.00 | \$862.00 | \$862.00 | \$800.00 | \$800.00 | \$350.00 | \$350.00 |
| | | | | TOTAL BID | \$44,590.00 | | \$46,146.00 | | \$52,100.00 | | \$53,421.00 |

MEETING DATE: AUGUST 6, 2013
DEPARTMENT: PUBLIC WORKS
PREPARED BY: BERT POND
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEVE PAYNE

AGENDA ITEM SUMMARY REPORT

Declaration of Used Breaker Enclosure as Surplus

ACTION:

Staff requests that the Mayor and Council declare the old Pendley Substation Breaker Enclosure as surplus. With the completion of the voltage conversion of the Pendley Service Area, the old Pendley Substation Breaker Enclosure is no longer in use. That enclosure has no viable use for the City and would not be attractive to other municipalities or utilities due to its age (in excess of 30 years).

FISCAL IMPACT

There is no adverse fiscal impact to the City of Cody by declaring this piece of equipment as surplus. However, the declaration of the unit as surplus will enable the City of Cody to sell the unit on the auction site. By selling this unit for salvage the City will recover some money for the equipment and clean up the grounds of the Pendley Substation. The value of the unit as surplus will likely only be as scrape and it is anticipated that the scrape value will be \$540.00 (based on an estimated scrap value of \$90 per ton and guessing the weight of the unit to be around 6 tons).

ALTERNATIVES

The alternative to declaring this unit as surplus for sale is to keep it in stock, as it cannot be disposed of in the landfill. The unit is functional, but is at or near the end of its useful life. It would not be attractive for purchase by other electric utilities. The enclosure is unusable for any other purpose than its designed use as a pad mounted breaker enclosure.

RECOMMENDATION

It is the recommendation of the Electric Division that this unit be declared surplus so that the division can begin the process of finding a company to buy the structure for salvage purposes.

ATTACHMENTS

None

AGENDA ITEM NO. _____

MEETING DATE: AUGUST 6, 2013
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Cellular Tower Consultant

ACTION TO BE TAKEN:

I request that City Council approves spending \$1,500 from council contingency to contract with Steel in the Air (SITA) to review our existing tower lease contract, evaluate the AT&T proposed revisions, and recommend to the City how to proceed from here.

Or

Pay for the consultant from the Rec Center Professional Services budget and request a budget amendment to overspend this line. There will likely be offsetting revenue from the renegotiated AT&T lease in the Rec Facility Rental revenue account.

SUMMARY OF INFORMATION:

In February, I reported to City Council that AT&T would like to renegotiate our lease agreement for the City to receive less money. We decided at that time to keep the lease as is and not negotiate a revised contract.

On March 11, 2013, I received a second request to negotiate a revised tower lease. Their proposal at this time granted them more flexibility on upgrading equipment and limited our ability to sell the lease to a third party. This proposal also included a \$300 per month increase for rent for the remaining time the lease covers.

After the February City Council discussion, we determined that the County receives \$1,875/month for their Verizon tower lease on the Marathon building. The City Council indicated that we should try and increase our rent from the current \$848 to \$2,000 or at least the same amount the County receives when possible. I have been unsuccessfully thus far negotiating with AT&T representatives to increase the rent in exchange for their greater flexibility and future security of the established site and equipment.

Through my research of other tower contracts I found a national consultant that specializes in cellular tower leases. For \$1,500, Steel in the Air will inventory towers in our area with similar attributes of our location, they will review our existing contract, review the new proposed agreement, and recommend the best deal for our situation. Initial discussions with Steel in the Air, is that AT&T would not be offering to increase our rent in their proposal unless we have a unique location that they want to secure.

Steel in the Air (SITA) Comments

Mr. Manchester, specifically SITA will review your existing lease agreement and the proposed amendment to determine why AT&T is willing to pay

AGENDA ITEM NO. _____

\$300/month more for the changes they are requesting. SITA will evaluate the specific location and determine the fair market value for the site and evaluate its uniqueness (or lack thereof) as a telecommunications site to AT&T. SITA will recommend whether the City of Cody, WY should move forward with the proposed amendment and if not, why not and what the City of Cody might expect in the future

FISCAL IMPACT

The value of the current tower lease contract is over \$379,000. The increase of \$300 per month is an additional 30% for the remaining 20 years of the current contract (using fuzzy math.) It is very hard to tell but I believe we can get more money from AT&T for their tower lease. I have checked three references for SITA and they were all very pleased with the service and results. All the references will use them again.

ALTERNATIVES

1. Status quo
2. Continue to negotiate and secure rent similar to the County is receiving from Verizon.
3. Accept the AT&T offer and modify the existing contract reflecting changes they are requesting and \$300 additional rent they are proposing.

ATTACHMENTS

1. SITA Sample services
2. Proposed SITA Contract

AGENDA & SUMMARY REPORT TO

Scott Kolpitcke, City Attorney

AGENDA ITEM NO. _____

CONSULTING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2013, by and between **Steel in the Air, Inc.** a Florida Corporation, having an office at 16001 Waterleaf Lane, Fort Myers, FL 33908 ("**Consultant**"), and _____ ("**Client**") having a residence or place of business at _____.

WHEREAS, Consultant is a consultant regarding wireless communications structures utilized for the transmission and reception of wireless voice and data communications; and

WHEREAS, Client is in need of consultation services regarding the extension of an existing cell site lease on Client's Property;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and both parties intending to be legally bound, the parties hereto agree as follows:

1. SERVICES.

Consultant's Services. Consultant agrees to perform Consultation Services ("**Services**") for Client in regards to the proposed extension offer for the cellular tower lease on Client's property. Such consultation services shall include the discussion of relevant terms and the evaluation of value for the cellular tower lease(s) along with an evaluation of the pros/cons of the extension offer. Consultant will evaluate the expected longevity of the cell site lease. Consultant will prepare a list of options available to client and make a recommendation as to the pro/cons of each. For a period of one year after Consultant provides its assessment either in writing or verbally, Consultant will answer questions related to the assessment at no additional cost. Client specifically understands and acknowledges that this review is not a legal review of the lease and is not intended to take the place of a legal review of lease. Client should have any legal document reviewed by an attorney.

2. CONSULTANT'S PERFORMANCE.

General. Consultant represents and warrants to Client that it has the necessary professional expertise, skills and abilities to perform the Services and to perform all its duties and obligations as set forth in this Agreement in accordance with the highest standards of skill, expertise, and diligence consistent with those of other firms performing similar services in the telecommunications industry.

Outside Consultants. From time to time, Consultant may believe that it is necessary to discuss the Service with outside technical consultants, including but not limited to real estate appraisers or radio frequency engineers. Consultant will provide Client with an Estimate for Outside Consulting Services which shall include at a minimum a description of the reason why an outside consultant is needed, a resume or other documentation of the outside consultant's ability to provide the needed service or information, and a not to exceed price for the services of the consultant. Consultant will not enlist any Outside Consultant without the prior written acceptance by the Client of the Estimate.

Confidentiality: Consultant will keep Client's information confidential except as required by a court of law.

3. COMPENSATION.

Fees and Expenses. Client, in exchange for the Services rendered by Consultant pursuant to this Agreement, shall pay Consultant fee in the amount of \$1,500.00. The fee will be paid upon completion and delivery of the services as set forth below in Payment Terms.

Payment Terms. Consultant shall submit to Client an invoice for amounts due for services rendered outlining tasks completed and time utilized. Client shall pay any invoice properly submitted by Consultant within thirty (30) days of receipt.

Compensation Not Contingent Client acknowledges that Consultant’s services are not tied to the result of any negotiations undertaken by the Client with the entity undertaking to lease or use Client’s land. Consultant warrants only that it will use it best efforts to assist client in the negotiations and does not warrant any specific result or lease rate.

4. TERM.

General. This Agreement shall commence on the date first set forth above and, subject to Section 6 hereof, shall expire at the first anniversary of such date.

5. TERMINATION.

By Client for Convenience Client may request consultant to stop any and all work at any time for any reason. Consultant shall be paid for all work properly performed prior to the termination.

By Consultant for Cause : Consultant may terminate performance of this agreement for cause at any time upon written notice to Client (including notice by email).

6. NOTICE.

Unless otherwise provided herein, any notice or demand required or permitted to be given under this Agreement shall be effective when sent if given by facsimile (with confirmation requested) or if given in writing and sent by delivery service guaranteeing next day delivery, delivery charges prepaid, as follows:

If to Consultant: Ken Schmidt, at the address first set forth above.

If to Client : _____

Either party hereto may change the place and/or person for the giving of notice by providing written notice to the other as set forth above.

7. ATTORNEYS’ FEES.

In the event of any controversy or litigation arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs, including costs of settlement negotiations, mediation or appeals, in addition to all other relief to which

such party is otherwise entitled. The parties agree that, as to Consultant, its principals, employees and subcontractors, liability for damages, including attorney's fees and costs shall not exceed the value of this agreement (\$1500). Client specifically understands that, due to the nature of this engagement, Consultant would not have entered this agreement but for this limitation on damages. Client specifically agrees that Consultant is not visiting the subject site and is relying upon information from multiple sources, the reliability of such information Consultant cannot and does not warrant.

8. APPLICABLE LAW AND JURISDICTION.

This Agreement shall be interpreted under the laws of the State of Wyoming, without regard to the conflicts of law rules thereof. Jurisdiction will be under any court of competent jurisdiction in Park County, Wyoming.

9. ARBITRATION.

The parties agree that any controversy, claim, or dispute arising out of or relating to this Agreement, or the breach thereof, or arising out of or relating to the services of the Consultant, or the termination thereof, including any claims under federal, state, or local law, shall be resolved by arbitration. The parties agree that any award rendered by the arbitrator shall be final and binding, and that judgment upon the award may be entered in any court having jurisdiction thereof.

10. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between them relating hereto.

11. AMENDMENT AND MODIFICATION.

No amendment or modification of or supplement to this Agreement will be effective unless it is in writing and duly executed by the parties hereto.

12. ASSIGNMENT.

This Agreement contemplates the personal services of Consultant to perform Services. Consultant shall not assign or transfer its interest in this Agreement without the prior written consent of Client.

13. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' successors and permitted assigns, if any.

14. COUNTERPARTS.

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. NO ADVERSE CONSTRUCTION. This Agreement reflects the joint work product of the parties, and in the interpretation or construction of this Agreement no rule of construction shall be employed which would indicate or require that any provision of the Agreement be construed adversely to either party based upon that party's role in the drafting of this Agreement.

16. SECTION HEADINGS. The section headings used in this Agreement are for convenience of reference only and shall not be considered for the purpose of interpreting or construing the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

Consultant:

Client

By: _____

By: _____

Name: Ken Schmidt

Name: _____

Title: President

Date: _____

Steel in the Air Process for Evaluating Proposals to Extend Leases

The tower companies and some of the wireless carriers are contacting landowners and looking to extend their lease agreements. There are multiple reasons why tower companies and wireless carriers would be interested in tying up their leases prior to 5 years before expiration. The primary reason is that they know that the closer they get to the lease expiration, the higher the lease rate will typically be. For more information on lease expirations, please see [Negotiating Expiring Leases](#). (link to page) They also don't want you to sell the lease to a third party who would then use their market knowledge to negotiate a much more onerous lease agreement. For the tower companies, there are some additional reasons that they would want to extend the lease far in advance of expiration. The stock market rewards the tower companies for having longer term ground leases under their towers. There are also specialty companies that attempt to take over ownership of the tower at expiration that can't do so if the lease has been extended. Lastly, since the representatives for the tower companies will bombard you with phone calls and letters, they are hopeful that eventually you will just wear down.

From our perspective as a trusted advisor to the landowner or building owner, we attempt to determine whether the extension proposal is good enough to warrant passing up on the opportunity to negotiate what may be a much more favorable agreement in the future. To do this, we follow the process below:

1. Identification of the Purpose of the Tower or Cell Site
 - a. We first start by reviewing the cell site's purpose whether for coverage or capacity or for both. Think of coverage as whether your phone shows 4 or 5 bars while capacity is when you have 4 or 5 bars but drop a call or simply can't make a call. A cellular network needs both capacity and coverage – and for landowners reviewing the value of their lease, they should understand what purpose the cell site serves for both capacity and coverage reasons. In more rural areas, the cell site is where it is because it provides coverage. In urban areas, there are almost always multiple sites that provide coverage, but the individual site is necessary to fill a specific coverage objective or to augment the capacity of the network.
 - b. Once we know the cell site's purpose, we first determine the probability that the wireless carrier(s) that are using the site will possibly no longer need the site by the expiration of the lease. We don't believe that towers in general will be obsolete- but we do believe that the wireless industry is ever changing and that the carriers will have different needs in the future for sites than they did before. For instance, in 2009, AT&T terminated a few hundreds sites in New York City not because of a merger but because the sites no longer were suitable in their network.
2. Review of the Zoning Regulations Regarding Tower or Cell Site Relocation
 - a. A crucial question that we feel must be answered before you can assess how much to charge is whether the subject site is replaceable. Could the tower company or wireless carrier find another site that would be authorized under the current zoning ordinance? To determine this, we review the local zoning ordinance to determine whether a replacement tower would be allowed and how difficult it would be to get approval for a new tower.

who have finalized their agreements (or rejected proposed terms) in situations nearly identical to yours.

- b. We share what those landowners (without identifying the location or the landowner name) were offered or what they agree to in their situations. We are fortunate to have over 2,200 clients and over 10,000 people who have contacted us with lease information over the last 7 years. Without this volume of information, we could not effectively provide truly comparable situations.
8. Recommend Appropriate Counter Offer
- a. Once we know what other landowners have received in nearly identical circumstances and we understand the specific nature of the subject tower, we make recommendations on the appropriate counteroffer for the client to make to a tower company or wireless carrier. This counteroffer is rarely what we think that the tower company or wireless carrier will agree to, but reflects an amount that we believe that they can't accept but that isn't too high to cause them to stop negotiations altogether.
 - b. In some cases, we will suggest that the client not extend the lease at this time. Typically this is because the current lease rate is too high and there is little incentive for the tower company to pay more at this point in time. In other situations, we will suggest that the landowner needs to take the current offer or whatever the best counteroffer that they receive. Lastly, we find that the delta between the buyout offer and the lease extension offer (or what we expect they will offer) is too significant and that the best financial move would be to sell the lease.
 - c. We address other appropriate terms and conditions that the landowner should ask for as well. We determine whether revenue sharing is appropriate or more importantly, desirable. We recommend the appropriate escalation and extension term. We will address the sufficiency or lack thereof for the signing bonus.
 - d. We suggest to the client how and when to make a counteroffer to the tower company or wireless carrier. There are different times during the year when the tower companies or wireless carriers are more incentivized to do a deal. We know this because we track this data day in and day out.
 - e. We will help you read through their arguments on why they can't accept your counteroffer and tell you whether they are telling the truth or just negotiating. We know these arguments because we have heard them over and over again from our clients and potential clients. Whether it takes days or years, we will be your trusted advisor through your negotiation.

Unless you have access to the lease data, radio frequency experts, and industry experience that we have, it is impossible for you to know whether you have left money on the table when you think you have their highest offer. The fortunate aspect of lease extension offers is that the landowner normally has little to lose except continuing the lease at its current rate until expiration. Our fees aren't cheap, but they are far cheaper than passing up hundreds or thousands of dollars per month, month after month, because you negotiated an agreement for less money than you should have. And in a minority

of cases, the difference between in the offers our clients received prior to using our services and after are substantial, amounting to hundreds of thousands of dollars in net present value.

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council (“WBC”), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the City of Cody, a political subdivision of the State of Wyoming (“Grantee”), whose address is PO Box 2200, Cody, WY 82414.
2. **Purpose of Grant Agreement.** The WBC shall provide Business Ready Community Grant and Loan Program (“BRC) Community Enhancement funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the “Project”) described in Attachments A, B and C attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee’s receipt of monies hereunder.
3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2015, unless an extension is approved by WBC. This grant agreement shall terminate on June 30, 2018, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.
4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed forty-six thousand one hundred eighty dollars (\$46,180) (“Grant”). Payment will be made following Grantee’s delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC’s BRC budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.
5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A and C which are attached and made a part of this Grant Agreement.
6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning BRC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

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7. **Special Provisions.**

A. Budget Transfer Limitation. Grantee agrees it will not exceed any of the line item totals listed in Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

B. Default and Remedies. In the event Grantee or any subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

(vi) Changing the method of payment to Grantee; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Grant.

C. Extension of Construction. WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein. All other extensions shall be done by written amendment to this Grant Agreement.

D. Monitor Activities. The WBC shall have the right to monitor all Project related activities of the grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

E. No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

F. Non-Supplanting Certification. Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

G. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Business Ready Community Grant and Loan Program as the funding program.

H. Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement upon completion of construction services.

I. Retention of Records. Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

C. Assignment. Certain duties and responsibilities of the Grantee may be delegated to Forward Cody Wyoming, Inc. and the Park County Arena Board, pursuant to the Memorandum of Understanding shown in Attachment C. Those duties include, but are not limited to construction management of the Project funded by this Grant. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC. Any assignment to Forward Cody Wyoming, Inc. and the Park County Arena Board, as permitted by the preceding sentence will not relieve Grantee of its responsibility to perform or cause to be performed all duties under this Grant.

D. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

E. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

F. Availability of Funds. Each payment obligation of the WBC is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Grant may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the WBC to terminate this Grant Agreement to acquire similar services from another party.

G. Award of Related Grant Agreements. The WBC may undertake or award supplemental or successor grant agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

H. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

I. Entirety of Grant Agreement. This Grant Agreement consisting of eight (8) pages, Attachment A, consisting of one (1) page, and Attachment B, consisting of one (1) page, and Attachment C, consisting of twelve (12) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

J. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WBC and subject to any necessary WBC approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

K. Indemnification. The Grantee shall indemnify, defend, and hold harmless the State, the WBC, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Grantee's malpractice.

L. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

M. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WBC may, at its discretion, terminate this Grant Agreement without liability to the WBC, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

N. Nondiscrimination. The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this agreement.

O. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

P. Ownership of Documents/Work Product/Materials. All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

Q. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

R. Severability. Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of this Grant Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

S. Sovereign Immunity. The State of Wyoming and WBC do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

U. Termination of Grant Agreement. This Grant Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

W. Time is of the Essence. Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

X. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

Y. Unused/Misused Funds. The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

Z. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

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9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

WYOMING BUSINESS COUNCIL

Robert K. Jensen, Chief Executive Officer

Date

Molly Spangler, Director
Investment Ready Communities

Date

CITY OF CODY

Nancy Tia Brown, Mayor
City of Cody

Date

SIGN H

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 102808
S. Jane Caton
Senior Assistant Attorney General

7-9-13
Date

**ATTACHMENT A TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

Grantee will receive the sum of \$46,180 of the Business Ready Community (BRC) program funds. Grantee will, in turn, use the funds to replace and install new bleachers at the Victor J. Riley Arena located at 1400 Heart Mountain Street, Cody. The new bleachers will be 60 feet in length with eight tier telescoping bleachers along the east interior wall, 84 feet of eight tier telescoping bleachers along the north interior wall, and associated railings and platforms. The city of Cody will be responsible for operation and maintenance of the bleachers.

The project is more particularly described in the BRC application received by the WBC on February 27, 2013, and the Project Development and Administration Agreement made April 16, 2013, by and between the Grantee, Forward Cody Wyoming, Inc., and Park County Arena Board.

Upon completion of construction of this project, Grantee will be required to provide the WBC a letter from Grantee's attorney confirming:

- Grantee has followed all procurement standards have been followed as per W.S. § 15-1-113 and W.S. § 16-6-101 et. Seq.
- Grantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);
- Verification of the number of jobs created, types of positions, and wages for each position.

Grantee will be required to provide a letter from a qualified engineer certifying the construction completion of the project and that all required construction standards were adhered to during the construction of this project.

Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about increased revenues from additional events hosted, number of attendees, tourism efforts, additional investments, marketing, business recruitment, and business development efforts.

**ATTACHMENT B TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

| Projected Grant Expenditure Schedule for Cody | | | | |
|-----------------------------------------------|-----------------|------------------------------|---------------------------------|-----------------|
| DESCRIPTION | BRC | MATCH | | TOTAL |
| | | Cash (Riley Center Board) | In-kind (Riley Center Staff) | |
| Construction Costs | \$46,180 | \$39,980 | \$6,200 | \$92,360 |
| Total Project Cost | \$46,180 | \$39,980 | \$6,200 | \$92,360 |

For the above Projected Grant Expenditure Schedule "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at fifty-four percent (54%). Verification of all in-kind contributions must be submitted to the WBC.

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project.

If there is additional funding for the project, the Grantee must provide the WBC with all necessary information regarding the funding.

**ATTACHMENT C TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CODY**

PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming ("City of Cody"). Forward Cody Wyoming, Inc., a Wyoming non-profit corporation ("Forward Cody"), and the Park County Arena Board, a Wyoming Non-Profit corporation ("Park County Arena Board").

RECITALS

(A) The City of Cody will apply for a Wyoming Business Ready Communities – Community Enhancement Grant (the "Grant") from the Wyoming Business Council ("WBC") in the amount of Forty Six Thousand One Hundred and Eighty Dollars (\$46,180.00) ("the grant") and will distribute the money from that grant to Forward Cody, pursuant to the terms of that grant according to state law, to allow Forward Cody to provide and buy and install new Bleachers at the Victor J. Riley Arena in Cody, Park County, Wyoming owned by the Park County Arena Board;

(B) Park County Arena Board is in the participating entity with respect to the above-described grant; and,

(C) The City of Cody and Forward Cody are aware that the new Bleachers at the Victor J. Riley Arena would aid in promoting the sound economic growth of the Park County, Wyoming area through, among other things, enhancing off season activities, improving a facility to ensure that applicable fire codes and Americans with Disabilities Act (ADA) requirements are met and ensuring that the safety and accessibility needs of the general public are met in the Victor J. Riley Arena in Park County, Wyoming, all of which constitute a public purpose, and,

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

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

(F) The Bleacher Project will require an expenditure of time and resources for the administration of the grant. Forward Cody has expertise and knowledge of the Bleacher Project to properly perform the project administration; and,

(G) It is of a definable benefit to the City of Cody, to ensure that the safety and accessibility needs of the general public are met in the Victor J. Riley Arena in Park County, Wyoming area and reasonably necessary to City of Cody to meet these goals, based upon the expertise of Forward Cody, that Forward Cody administer the Bleacher Project.

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

*Bleachers Project and Administration Agreement Between
The City of Cody, Forward Cody Wyoming, Inc, and Park County Arena Board
Page 1 of 12*

BLEACHER PROJECT DESCRIPTION:

The Bleacher Project involves the purchase and installation of Sixty feet (60') of eight Tier Telescoping Bleachers along the east interior wall of the Victor J. Riley Arena and Eighty Four feet and Ten inches (84'10") of eight Tier Telescoping Bleachers along the north interior wall of the Victor J. Riley Arena; all with Plastic Seats with Intermediate Aisles, Ready Rails at ends, Wall Attached, Plywood Decks with alternate set-up to include: Removable 4' walkway at front, Access Ramps at both ends of 60 foot Bank, Access Ramp at one end of 85 foot Bank, Stairs at opposite end of 85 foot Bank, Necessary Safety Rails at front of systems and Approval and Final Inspection Drawings provided. All Bleachers will be ADA and Park County Fire Code compliant. The Project also involves the leasing of all the new Bleachers to the Park County Arena Board from Forward Cody. The purchase and installation of the new Bleachers will be partially funded by the Grant. The terms and requirements of the Grant agreement are, by this reference, incorporated herein.

I. OBLIGATIONS OF FORWARD CODY:

- I.A. Forward Cody shall be responsible for all phases of grant management and administration of the Bleacher Project, including, without limitation, construction of the Bleachers. In this capacity, Forward Cody shall, among other things necessary to manage the Bleacher Project:
 - I.A.(j). With the agreement of the City of Cody and Park County Arena Board, choose a qualified firm to develop plans and specification for the Bleacher Project.
 - I.A.(ii). Contract with a person or entity chosen with the agreement of the City of Cody and Park County Arena Board to purchase the necessary Bleachers from and for the erection and installation of the Bleachers.
 - I.A.(iii). Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law. As part of this obligation, Forward Cody shall comply with any and all advertising and bidding requirements for all phases of the Bleacher Project, and shall not hire, contract with, bind itself or otherwise commit grant money for purchase and construction of the Bleachers until it has consulted with City of Cody staff to ensure compliance with state advertising and bidding requirements.
 - I.A.(iv). Keep appropriate and complete records of transactions relative to the Grant.
 - I.A.(v). Keep the City of Cody informed of all matters regarding the Bleacher Project and give regular reports to the City of Cody about the Bleacher Project. Such reports shall be given as often as the City of Cody requests and, at the option of the City of Cody, may be verbal or written.

- 1.A(vi). Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to the City of Cody.
- 1.A(vii). Own the Bleachers for a five (5) year period, during which Forward Cody shall enter into a five (5) year Bleacher Lease Agreement with Park County Arena Board (in a form substantially as set forth on Exhibit "B" hereto) for the continued operation and maintenance of these assets, said lease to charge a basic rental amount of approximately One Hundred Dollars (\$100.00) per year. Lease payments will be utilized to cover the ownership costs of the Bleachers.
- 1.B. With respect to the construction costs for the Bleachers, Forward Cody shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the City of Cody and/or the WBC. Forward Cody shall make such other reports in such forms and at such times as may be reasonably required by the City of Cody or the WBC.
- 1.C. In performance of its obligations under this Agreement, Forward Cody shall conform its conduct to the statutory obligations of the City of Cody and the grant requirements undertaken by the City of Cody.
- 1.D. The City of Cody may terminate this agreement for reasonable cause, or for any breach of this agreement by Forward Cody or Park County Arena Board. Forward Cody services shall be deemed to start after all parties have signed this agreement.
- 1.E. Forward Cody may not terminate this agreement before the successful completion of this Agreement. Following such completion, Forward Cody may terminate this agreement at any time upon giving the City of Cody sixty (60) days prior notice.
- 1.F. Upon the successful completion of this Agreement and the five (5) year Bleacher Lease Agreement with Park County Arena Board (in a form substantially as set forth on Exhibit "B" hereto), Forward Cody shall transfer all of its right, title and interest in and to the Bleachers to the Park County Arena Board by a good and sufficient Bill of Sale.

2. OBLIGATIONS OF THE CITY OF CODY:

- 2.A. The City of Cody shall:
 - 2.A(i). Apply for the Grant on or before March 1, 2013.

- 2.A(ii). Notify WBC that **Forward Cody** is the designated community development organization with respect to the administration of the Grant.
- 2.A(iii). Forward any and all documentation received from WBC or others regarding this Bleacher Project to **Forward Cody** in a timely manner.
- 2.A(iv). Receive, review and submit in a timely fashion grant reports and requests for grant reimbursements submitted to the **City of Cody** by **Forward Cody**. **Forward Cody** recognizes that the submittal and payment process may take up to sixty (60) days, and will include a statement in all contracts with each architect, engineer, contractor and others who will be paid by grant funds (collectively "payees") that informs the payees that payment for invoices may be delayed by at least sixty (60) days.
- 2.A(v). Forward all grant reimbursements from WBC to **Forward Cody** in a timely fashion for all appropriate expenses paid by **Forward Cody**.

3. OBLIGATIONS OF **PARK COUNTY ARENA BOARD**:

- 3.A. **Park County Arena Board** shall:
 - 3.A(i). Pursue timely and efficient communications with **Forward Cody** regarding the planning, design and implementation of the Bleacher Project.
 - 3.A(ii). Be responsible for any cost overruns associated with the Bleacher Project or changes that are completed at the request of **Park County Arena Board**.
 - 3.A(iii). Provide oversight of the installation including the provision of labor and equipment if the provider deems the staff qualified.
 - 3.A(iv). Enter into a Bleacher Lease Agreement with **Forward Cody** (in a form substantially as set forth on Exhibit "B" hereto) for the continued operation and maintenance of the Bleachers, said lease to charge a basic rental amount of One Hundred Dollars (\$100.00) per year. Lease payments will be utilized to cover the ownership costs of the Bleachers. During the term of the Lease Agreement, **Park County Arena Board**, as Lessee, shall: (i) bear all the costs of operation, upkeep, maintenance and repair of the Bleachers; (ii) inspect the Bleachers monthly; (iii) perform all inspections, maintenance and upkeep of the Bleachers as required by the applicable manufacturer's guidelines for operations, operating instructions, warranties and warranty documentation; and (iv)

insure that all safety mechanisms, signs, etc. are installed and posted properly and kept in place.

- 3.A(v). Provide in a timely fashion, all necessary information to **Forward Cody**, required for the submission of reports to the Wyoming Business Council. Bleachers reporting will be required during the term of the lease.

4. BREACH AND REMEDIES:

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

5. REPRESENTATIVES/NOTICES

The **City of Cody** designates Nancy Tia Brown as their "**Representative**", **Park County Arena Board** designates Colin Simpson as its "**Representative**" and **Forward Cody** designates James Klessens as its "**Representative**." All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

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

To **Park County Arena Board**
C/O Colin Simpson
1400 Heart Mountain Street
P.O. Box 1902
Cody, WY 82414

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

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

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

6. REPRESENTATIONS AND WARRANTIES OF PARK COUNTY ARENA BOARD.

Park County Arena Board represents and warrants that:

- 6.A. **Corporate Status.** **Park County Arena Board** is a non-profit corporation duly organized, validly existing, and in good standing under the laws of Wyoming.
- 6.B. **Corporate Power.** **Park County Arena Board** has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary corporate action by **Park County Arena Board**. This Agreement is a valid and binding obligation of **Park County Arena Board**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).
- 6.C. **Nonbreach of Other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of **Park County Arena Board** of any mortgage or lien to which **Park County Arena Board** is a party or is subject or by which **Park County Arena Board** or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which: **Park County**

Arena Board is a party or is subject or by which **Park County Arena Board** or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by **Park County Arena Board** of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

- 6.D. **No Pending Lawsuits.** There are no actions, suits, or proceedings against **Park County Arena Board** pending or, to the knowledge of **Park County Arena Board** threatened before any court or by or before any governmental instrumentality, which could have a materially adverse effect on the ability of **Park County Arena Board** to perform its obligations under this Agreement.
- 6.E. **No Default in Court Orders or Similar Agreements.** There exists no default by **Park County Arena Board** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Park County Arena Board** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.
- 6.F. **Signatory Authority.** Each person signing this Agreement on behalf of **Park County Arena Board** has the full authority to sign on behalf of and bind **Park County Arena Board** to this Agreement.

7. REPRESENTATIONS AND WARRANTIES RELATING TO THE BLEACHER PROJECT.

Forward Cody represents and warrants that:

- 7.A. **Title.** Pursuant to Paragraph 1.A(ii) above, Forward Cody shall arrange for purchase of Bleachers sufficient for the erection and installation of the Bleacher Project.
- 7.B. **Other Interests.** **Park County Arena Board** has no contract with any third party holding any option to purchase, right of first refusal or right to purchase the Land or any portion thereof.
- 7.C. **No Leases or Contracts.** There are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by **City of Cody**, affecting or relating to the right of any party with respect to the Bleacher Project or any portion thereof which are obligations which will affect the Bleacher Project or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Bleacher Project which are obligations that will affect the Bleacher Project or any portion thereof.

7.D. **Existing Land Use Restrictions and Permits.** To the best of **Forward Cody's** knowledge, the Victor J. Riley Arena is currently zoned to permit the operation of an ice rink and arena such as currently exists and whose continued operation is contemplated by the Bleacher Project.

8. NECESSARY ACTS AND FURTHER ASSURANCES.

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

9. NO WAIVER OF IMMUNITIES:

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

10. AVAILABILITY OF FUNDS:

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

11. COMPLIANCE WITH LAWS:

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

12. INDEMNITY:

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

with the performance of any duties by Park County Arena Board related in any way to this Agreement.

13. CONTRACTUAL MATTERS

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

13.A(i). **Nondiscrimination.** Forward Cody shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. Forward Cody shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

13.A(ii). **Publicity.** Any publicity given to the Bleacher Project or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Forward Cody relative to the Bleacher Project, shall identify the City of Cody and WBC as the sponsoring agencies and shall not be released without prior written approval from the City of Cody. The City of Cody will respond within a reasonable time to requests by Forward Cody regarding proposed publicity.

13.B. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the City of Cody as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the City of Cody. In the event the City of Cody does not pass a resolution supporting the application by the City of Cody to WBC for grant funds for the Bleacher Project, the City of Cody shall have the right to declare this Agreement null and void and of no further force or effect. Thereby, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.

13.C. **Audit.** The City of Cody and any of its representatives shall have access to any books, documents, papers, and records of Forward Cody which are pertinent to this Agreement and which are not legally privileged. Additionally, Forward Cody shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

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

- 13.J. **Successors and Assigns.** **Forward Cody** shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the **City of Cody**. **Park County Arena Board** not shall use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Cody and Forward Cody. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute a consent to any assignment of this Agreement; but has reference only to those instances in which specific written consent may have been given by the **City of Cody** and/or **Forward Cody**.
- 13.K. **Modification.** This Agreement may be amended or modified only in a writing signed by all the parties hereto.
- 13.L. **Paragraph Headings.** Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- 13.M. **Waiver and Failure to Declare a Default.** The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for such any subsequent default or violation.
- 13.N. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.
- 13.O. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement that is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.
- 13.P. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective 4/16, 2013.

CITY OF CODY, WYOMING

FORWARD CODY WYOMING, INC.

By: [Signature]
Title: Council President

By: [Signature]
Title: CEO / PRESIDENT

PARK COUNTY ARENA BOARD

By: [Signature]
Title: Board Member - At Large

MEETING DATE: AUGUST 6, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT

Uncollectible Account Write Offs

ACTION TO BE TAKEN:

Approve the uncollectible account write offs in the amount of \$50,026.25

SUMMARY OF INFORMATION:

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

FISCAL IMPACT

For Fiscal Year 2013-14 the City budgeted the following for bad debt write offs:

| | |
|---------------------------------------|-------------|
| <u>Municipal Court: \$28,500.21</u> | |
| Statute of Limitations/Efforts Ceased | \$28,180.21 |
| Deceased | \$ 320.00 |
| | |
| <u>Utility Billing \$21,036.59</u> | |
| Bankruptcy | \$ 2,920.06 |
| Deceased | \$ 2,675.47 |
| Statute of Limitations/Efforts Ceased | \$15,441.06 |
| | |
| <u>Accounts Receivable \$489.45</u> | |
| Bankruptcy | \$ 176.56 |
| Statute of Limitations/Efforts Ceased | \$ 312.89 |
| | |
| TOTAL | \$50,026.25 |

These write offs are non-cash expenses and will have no direct effect on cash balances however they will reduce the accounts receivable balances in the affected funds meaning that there will be no future

AGENDA ITEM NO. _____

cash collections on these accounts and the City's financial statements will reflect a revenue loss of \$50,026.25.

ALTERNATIVES

1. Approve the account write offs in the amount of \$50,026.25
2. Deny the write offs and keep the bad debt on the books

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

None

MEETING DATE: AUGUST 6, 2013
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Sublet Nichol Mall Suite A

ACTION TO BE TAKEN:

Authorize the Mayor to sign the sublet consent agreement for Central Wyoming Neurosurgery (CYN) to sublet a portion of Nichol Mall Suite "A" to Frontier Neurosciences, LLC (Dr.Gee.) The action is pending the City Attorney review of the contract between CYN and Frontier Neurosciences.

SUMMARY OF INFORMATION:

Central Wyoming Neurosurgery, (CYN) a Wyoming limited liability company ("CWN"), plans to sublet the premises it currently leases from the City of Cody (the "City"), located at 1008 13th Street, Suite "A", Cody, Wyoming (the "Premises") to Frontier Neurosciences, LLC. CWN requests that the City consent to the Sublease of the Premises to Frontier Neurosciences, LLC upon the terms set forth in the Sublease. The City's consent to the sublease of the Premises will not constitute a release of CWN from any of the obligations of the master lease between CWN and the City.

FISCAL IMPACT

The City collects \$1,100 per month for the lease with CYN. Frontier will pay CYN \$924 per month from August _____, 2013 through July 31, 2014.

ALTERNATIVES

1. Authorize the Mayor to sign the sublease agreement.
2. Deny the request to sublet the suite.

ATTACHMENTS

1. Sublet request letter to Rick Manchester
2. Lease agreement with CWN.
3. Sublease agreement between CWN and Dr. Gee.

AGENDA & SUMMARY REPORT TO:

Starla Atkinson, Clinic Manager
Central Wyoming Neurosurgery
6600 E. 2nd Street
Casper, WY 82609
Direct - 307-473-6724 Mobile - 307-258-3739
starla@cwnsurgery.com

AGENDA ITEM NO. _____

Date: July 29, 2013

Rick Manchester
Facilities Manager
City of Cody
1338 Rumsey Ave.
Cody, WY 82414

Dear Mr. Manchester:

Central Wyoming Neurosurgery, LLC, a Wyoming limited liability company (“CWN”), plans to sublet the premises it currently leases from the City of Cody (the “City”), located at 1008 13th Street, Suite “A”, Cody, Wyoming (the “Premises”) to Frontier Neurosciences, LLC in accordance with the terms of the Sublease enclosed herewith (the “Sublease”).

CWN hereby requests that the City consent to the Sublease of the Premises to Frontier Neurosciences, LLC upon the terms set forth in the Sublease. The City’s consent to the sublease of the Premises will not constitute a release of CWN from any of the obligations of the master lease between CWN and the City.

Please indicate the City’s consent to the aforementioned by having a duly authorized representative sign this letter in the space indicated and returning it to me at 6600 E. 2nd Street, Casper, WY 82609.

Sincerely,

Thomas A. Kopitnik, M.D.
Owner/Manager
Central Wyoming Neurosurgery, LLC

CONSENTED AND AGREED TO this _____, 2013

By: _____

Name: _____

Its: _____

SUBLEASE

THIS SUBLEASE (“*Sublease*”) is made and entered into on _____, 20___, by CENTRAL WYOMING NEUROSURGERY, LLC, a Wyoming limited liability company (“*Sublessor*”) and FRONTIER NEUROSCIENCES, LLC, a Wyoming limited liability company (“*Sublessee*”) according to the terms specified below.

- 1) **Premises; Use.** The Sublessor agrees to sublet, and the Sublessee agrees to sublease the premises described on Exhibit A (the “*Premises*”), “as-is” subject to the terms, promises, conditions and agreements expressed herein. The use of the Premises is limited to medical office.
- 2) **Time-Block Interval.** Sublessee and Sublessor shall occupy the Premises for the time-share intervals set forth in Exhibit B attached hereto.
- 3) **Term.** This Sublease shall commence on August 1, 2013 and end on July 31, 2014 (the “*Term*”). This Sublease may be terminated by either party, with or without cause, and without liability to the other party, upon 30 days prior written notice to the other party. Sublessor may immediately terminate this Agreement by giving Sublessee written notice of termination in the event of breach of this Sublease by Sublessee. In the event this Sublease is terminated prior to the end of the Term, the parties acknowledge and agree that they shall not enter into an arrangement the same as, or substantially similar to, the one described in this Sublease for the remaining portion of the Term.
- 4) **Rent.** The rent is \$924 per month. Rent shall be payable in advance on the 1st day of the month commencing August 1, 2013. The rent is payable to the Sublessor at its address set forth in Section 13) of this Sublease. The rent payment includes all charges for the use of common area and parking connected with the Premises, as well as all utilities, taxes, repairs, and maintenance.
- 5) **Master Lease.** Both parties acknowledge that this Sublease is subject in all respects to the master lease of the Premises between Sublessor as lessee and the City of Cody, Wyoming as lessor (“*Master Lessor*”), a copy of which is attached hereto as Exhibit C (the “*Master Lease*”). Sublessee covenants and agrees that it will perform, observe and comply with all of the terms, covenants and conditions to be performed, observed or complied with by the Sublessor under the Master Lease except for those provisions, if any, in the Master Lease inherently incapable of being performed by Sublessee. Sublessee shall notify Sublessor immediately, in writing, upon learning it is unable to comply with terms or provisions of the Master Lease. In the event the Master Lease expires or is terminated for any reason, this Sublease shall automatically terminate and the parties will have no further obligation or liability to each other.
- 6) **Surrender.** At the end of the Sublease term, Sublessee agrees to surrender and

deliver to the Sublessor the Premises and any and all furniture and equipment within the Premises other than Sublessee's own personal property, in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Sublessee will be liable to Sublessor for any damages occurring to the Premises or the contents thereof or to the building that are done by Sublessor.

7) **Default.**

a) The default provisions in the Master Lease together with any provision of notice and rights to cure default are incorporated herein. Any event of default under the Master Lease shall be an event of default in this Sublease. Additionally, failure of Sublessee to comply with any of the terms, covenants or conditions of this Sublease or of the Master Lease, for 20 days after written notice of such default from Sublessor (unless a shorter time limit for such notice is provided in the Master Lease, in which case the time limit in the Master Lease shall prevail), shall constitute an event of default in this Sublease.

b) Sublessor has the option, but not the obligation, during Sublessee's cure period, to cure any such defaults on Sublessee's behalf, and to perform any other acts on Sublessee's behalf as may be necessary to keep the Master Lease in full force and effect, but without Sublessor's assuming liability therefore to the Master Lessor.

8) **Indemnification.** Sublessee agrees to indemnify and hold Sublessor harmless from any and all claims, liabilities, losses, damages, costs, expenses (including attorneys' fees and court costs), or demands of any kind whatsoever and however arising, resulting from the Master Lease and any amendments thereto, this Sublease and any amendments hereto, mechanic's liens or other liens, or any acts by Sublessee which result in the breach of either the Sublease or the Master Lease, or any other damages incurred as a result of the tenancy by Sublessee. In addition, this indemnification and hold harmless shall include any losses, damages, costs, and expenses as further described incurred by Sublessor as a result of alterations or improvements to the Premises performed by Sublessee or Sublessee's agents or independent contractors.

9) **Release.** Sublessee agrees that Sublessor shall not be liable to Sublessee with respect to any of the affirmative covenants to be performed by the Master Lessor under the Master Lease, and Sublessor is released from any liability except to deliver the possession of the Premises to Sublessee, subject to the terms and conditions of the Master Lease. Sublessor agrees that it will assist Sublessee in enforcing any claim for liability, loss, damage, cost, or expense resulting from any act, action or omission of the Master Lessor under the Master Lease which affects Sublessee only, and any such action shall be enforceable against the Master Lessor only and not Sublessor.

10) **Effectiveness of Sublease.** The effectiveness of this Sublease, and any duties, obligations or other liabilities of Sublessor with respect to this Sublease, are expressly conditioned upon Master Lessor's consent to the sublease of the Premises as provided herein.

- 14) **Entire Agreement**. This Sublease constitutes the sole agreement between the parties with respect to the subject matter hereof, and no additions, deletions, changes, releases or modifications may be accomplished without the written consent of both parties. Any oral representations made at or prior to the time of executing this Sublease are not legally valid, and therefore, are not binding upon either party.
- 15) **Governing Law**. This Sublease shall be governed by and construed in accordance with the laws of the State of Wyoming.
- 16) **Assignment**. This Sublease shall not be assignable by Sublessee, nor may Sublessee sublet the Premises, without the prior written consent of Sublessor.
- 17) **Counterparts**. This Sublease may be executed in several counterparts, but all counterparts shall constitute one and the same instrument. This Sublease shall be binding when one or more counterparts, individually or taken together, shall bear the signatures of all the parties reflected herein as the signatories.

[Signature Page Follows]

The parties hereby bind themselves to this Sublease by their signatures affixed below.

SUBLESSEE:

Frontier Neurosciences, LLC

By: _____
Its:

SUBLESSOR:

Central Wyoming Neurosurgery, LLC

By: _____
Its: Managing Member

EXHIBIT A

Description of the Premises

The Premises is located within the building located at 1008 13th Street, Cody, Wyoming, and is known as Suite "A." The Premises consists of approximately 1,661 square feet of main level office space, and 350 square feet of basement space, and includes any and all existing furnishings and other support systems, including the following:

- 3 Office Desks with task chairs
- 1 Reception Desk with task chair
- 1 four drawer filing cabinet
- 1 small task desk/stand
- 1 HP Printer/Fax/Copier
- 4 Complete computer workstations
- 1 wireless modem
- 3 Exam tables
- 20 Guest Chairs
- 2 Guest loveseats
- 1 Coffee Table
- 3 Side Tables
- 2 Lobby Lamps
- 1 Wooden cart with drawers
- 2 tables
- 1 Coffee Stand with coffee pot
- 1 Coat Tree
- Miscellaneous art work
- Miscellaneous medical supplies
- Miscellaneous office supplies

EXHIBIT B

Time-Block Intervals

During the Term of this Sublease, Sublessee shall have exclusive use of the Premises except as otherwise provided below:

Sublessor will have use of the Premises from 8 a.m. – 5 p.m. in accordance with the following schedule through December 31, 2013. The schedule for 2014 shall be determined at a later date as agreed to by both parties in writing.

August 2, 14, 16 and 28

September 6, 20, 25

October 9, 11, 23 and 25

November 6, 8, 20 and 22

December 4, 6, 18 and 20

EXHIBIT C

Master Lease

(See Attached)

DEC 29 2011

LEASE

THIS LEASE is made and entered into this 1st day of January, 2012, by and between the City of Cody, a Wyoming municipal corporation, hereinafter referred to as CITY, and Central Wyoming Neurosurgery, LLC, hereinafter referred to as LESSEES:

WITNESSETH

For good and valuable consideration, including but not limited to the promises and covenants herein made by each party below, the CITY hereby leases to LESSEES the following-described property, to-wit:

That portion of the Nichol Mall located at 1008 13th Street, Cody, Park County, Wyoming, known as Suite "A" and consisting of 1,661 square feet, more or less, on the main level and 350 square feet, more or less, on the basement level, and hereinafter referred to as the PROPERTY.

1. TERM OF LEASE. LESSEES shall be entitled to lease said premises for the period of one (1) year commencing on January 1, 2012, and continuing through December 31, 2013.

2. OPTION TO RENEW. If at the expiration of the above-mentioned term of this Lease, the LESSEES have complied in all respects with the agreements, conditions and terms of this Lease, this Lease shall be renewed for another one-year term upon the terms and conditions described herein. This lease may be renewed for up to two terms. No action shall required by either party to renew this lease. If either party wishes not to renew the lease, that party shall give written notice of their intent not to renew the lease to the other party at least 60 days prior to the end of the then current lease term.

3. RENT.

A. During the term of this Lease, LESSEES shall pay to CITY the sum of One Thousand, One Hundred Dollars (\$1,100) per month for the one year period beginning January 1, 2012, and ending December 31, 2012. Said rent shall be payable on or

before the tenth day of each month commencing on January 1, 2012, and continuing thereafter on the tenth day of each month. The rent shall be paid to the City of Cody, 1338 Rumsey Avenue, Cody, Wyoming 82414, unless the CITY shall otherwise notify the LESSEES in writing of another place for the payment of rent.

B. The rent shall be received by CITY on or before the tenth day of each month. A penalty of Five Dollars (\$5) per day will be assessed to LESSEES for each day beyond the tenth until the rent is received by the CITY. It is LESSEES responsibility to deliver said rent to CITY.

4. UTILITIES. LESSEES agree to pay all public utilities, including but not limited to electricity, water and garbage, used or consumed by the LESSEES for the PROPERTY when due and payable. LESSEES further agree to maintain a minimum daytime temperature within the PROPERTY of 65 degrees and a minimum nighttime temperature within the PROPERTY of 55 degrees.

5. CONDITION OF PROPERTY. LESSEES acknowledge that they have examined and know the condition of the PROPERTY, and the building and improvements thereon, and agree that they have been received in good condition and in good order and repair, and that no representations as to the condition or repair thereof have been made by the CITY or by anyone representing the CITY. Prior to LESSEE'S use of the PROPERTY, CITY agrees to clean the carpets and vents of the upstairs portion of the PROPERTY, and will paint the interior walls of the upstairs portion of the PROPERTY.

6. MAINTENANCE AND REPAIR. LESSEES covenant and agree to keep PROPERTY in good condition and safe and proper repair, and in clean and tenable order during the term of this Lease, free from encumbrances. All repairs shall be equal in quality to the original work and accomplished in a timely manner. At the expiration of this Lease or upon termination as herein provided, the LESSEES shall surrender the leased PROPERTY in as good condition as it was in at the beginning of the term, reasonable wear and tear

and damages by the elements excepted.

7. IMPROVEMENTS OR ALTERATIONS. No alteration, addition or improvement to the leased PROPERTY shall be made by LESSEES without the prior written consent of the CITY, which consent shall not be unreasonably withheld. Any fixtures installed as a part thereof shall, at CITY's OPTION, become the property the CITY upon the expiration or other sooner termination of this Lease, provided however, that the CITY shall have the right to require LESSEES to remove such fixtures at LESSEES' expense upon termination of the Lease. Notwithstanding anything to the contrary herein, LESSEES may remove any fixture placed on the premises by LESSEES so long as any damage caused by such removal is repaired by and at LESSEES' expense.

8. RIGHT OF ENTRY. The CITY or their representative may enter the leased PROPERTY at any reasonable time for the purpose of inspection of the leased PROPERTY, performing any work which the CITY elects to undertake, exhibit the leased PROPERTY for sale, lease, mortgage financing or posting notices of non-responsibility under any mechanics lien law.

9. USE OF PREMISES. LESSEES agree that the PROPERTY is leased for the purpose of a medical office space. LESSEES will use the PROPERTY solely for patient consultation, and not for medical procedures. LESSEES agree that they will not make any other use nor unlawful use of the PROPERTY. CITY hereby agrees not to unreasonably withhold consent to other lawful uses which would not increase the wear and tear or increase risk of damages to the premises.

10. SIGNAGE. Mall interior: LESSEES agree to place no signage within or on any existing wall of the main central hallway of Nichol Mall. All signage shall be placed within the PROPERTY and shall be approved in advance by the CITY.

11. SUBLETTING AND LIENS. LESSEES shall not assign, mortgage or encumber this Lease or sublet the PROPERTY and improvements or any part thereof without the prior written consent of the CITY.

12. COMPLIANCE WITH LAWS. LESSEES shall comply at all times with all federal, state, county and municipal statutes, laws, ordinances, rules, regulations or requirements concerning the use and occupancy of the PROPERTY and save the CITY harmless from all fines, penalties, costs, claims, liabilities, loss or damage for violation or noncompliance with the same.

13. LIABILITY FOR INJURY OR DAMAGE. The CITY, except for its own or its employees' negligence, shall not be liable for injury or damage to any person or property occurring within or on the leased PROPERTY. LESSEES agree to indemnify, save and hold harmless CITY from any claims for personal injury or property damage incurred in or on said PROPERTY by any employees, agents, servants, guests or invitees of LESSEES. Provided further, that if CITY shall be required to pay a sum of money for property damage or personal injury resulting from LESSEE's use of the property, or resulting from any negligent act, error or omission of LESSEES or LESSEES' employees, agents, servants, guests or invitees, the amounts paid by CITY, together with all costs, damages and reasonable attorney's fees, shall be considered additional rent due in the month succeeding such payment, collectable at such time or upon expiration or termination of this Lease as herein provided, whichever shall first occur.

14. INSURANCE. LESSEES shall secure and maintain at LESSEES' cost and expense during the full term of this Lease and any extension or renewal thereof, public liability and property damage insurance issued by an insurance company approved by CITY, against all liabilities arising on account of injuries to all persons caused directly or indirectly by the use, disuse or operation of the leased premises by LESSEES or LESSEES' employees, agents, customers and invitees, including the interior and exterior of said premises and including all

adjacent sidewalks, entry ways, hallways and stairways in an amount not less than One Million Dollars (\$1 million). Such insurance and all renewals thereof shall be so written as to cover and protect both CITY and LESSEES. The proper evidence thereof shall be submitted by LESSEES to CITY when and at such times as such policies are issued and renewed. Should LESSEES fail to obtain or maintain any such insurance, CITY, at its option, may procure such insurance and maintain the same in force and any sum paid out by CITY for any such insurance shall be repaid by LESSEES to CITY as so much additional rent on or before the next day after the payment thereof by CITY.

CITY shall at all times during the term hereof maintain in effect a policy or policies of fire insurance covering the premises. CITY WILL NOT INSURE LESSEES' personal property. LESSEES shall keep and maintain proper fire and extended coverage insurance on all contents belonging to LESSEES within the leased PROPERTY.

15. DEFAULT. LESSEES agree that in the event that LESSEES shall fail to make payment at the time and in the manner herein prescribed, or shall fail to strictly comply with the other conditions and covenants herein contained, or shall file a petition in bankruptcy, or shall have a petition in bankruptcy filed against him, or shall make an assignment of the benefit of creditors, such act or acts shall constitute a default hereunder. Provided further that upon the occurrence of any such default, CITY may, at its option, terminate this Lease by delivering or posting written notice to LESSEES specifying the date of termination, which date shall be no earlier than twenty (20) days after delivery of said written notice. LESSEES shall have twenty (20) days after delivery of such notice to cure default.

16. REMEDIES. Upon termination of this Lease, pursuant to Paragraph 16 hereof, LESSEES shall:

A. Peacefully surrender the leased PROPERTY to CITY and LESSEES agree that if it should become necessary for CITY to

employ an attorney to affect any of the CITY's rights in the event of LESSEES' default hereunder, LESSEES shall pay CITY's reasonable attorney's fees incurred thereby.

B. At any time after such termination, CITY shall make a reasonable effort to re-let the leased PROPERTY or any part thereof, in the name of the CITY, or otherwise for such terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as the CITY, in its sole discretion, may determine and may collect and receive the rent therefore. If CITY has made a reasonable effort to re-let the premises, CITY shall not be liable for any failure to re-let the leased PROPERTY, or any part thereof, or for failure to collect rent due upon any such re-letting.

C. No such termination of this Lease shall relieve LESSEES of their liability and obligations under this Lease, and such liability and obligations shall survive any such termination. In the event of any such termination, LESSEES shall continue to pay to CITY the monthly rental amount as provided for herein, less the net proceeds of any re-letting effected pursuant to the provisions of Subparagraph B of this paragraph after deducting all of CITY's expenses in connection with such re-letting, including without limitation, all repossession costs, court costs, reasonable attorney's fees, expenses and repair and advertisement for such re-letting.

D. No waiver at any time of the right to terminate this Lease shall impair the right of CITY to insist upon such termination in the event of the CITY subsequently acquiring such right, nor shall the acceptance of rent at any time constitute such waiver or waiver of damages.

17. MODIFICATION. No provision of this Lease shall be waived, altered amended or modified except by written endorsement hereon or attached hereto and signed by CITY and LESSEES.

18. DESTRUCTION OF PREMISES. In the event that the leased premises are damaged or destroyed by fire or other cause to such an extent that the same cannot, with reasonable diligence, be repaired to the condition said premises were in immediately prior to the happening of such an event within

ninety (90) days from the date such damage or destruction strikes, or in the event the loss payable under the terms of the fire insurance policies herein above provided is insufficient to reconstruct the demised premises to approximately the same condition said premises were in immediately prior to the happening of such event, then this Lease shall terminate as of the date of such damage or destruction and the rent shall be apportioned pro rata. Provided further, in the event that said premises are damaged to such an extent that they can be repaired or replaced with reasonable diligence within ninety (90) days after such damage or destruction, or if the loss payable under the terms of said fire insurance policies on said premiss are sufficient to complete the reconstruction of the premises to the approximate condition that the said premises were prior to the happening of such event, then CITY shall cause such damage to the building to be repaired at their own expense. During the period of such reconstruction the rent shall be abated in the event that LESSEES cannot conduct their business in the demised premises, the rental from the date of the happening of such damage or destruction to the date when the repairs are substantially completed shall be an amount equal to ten percent (10%) of LESSEES' gross sales in the demised premises on demand of CITY, but not oftener than once a month.

19. CITY's OBLIGATION. CITY covenants and agrees at its own cost and expense to keep the roof, mechanical, electrical and structural portions of the building of which the demised premises are a part, in good repair and condition. Provided however, CITY shall not be held liable for damage by reason of any latent or other defect in the demised premises, nor shall CITY be liable for any damage to the goods of LESSEES caused by leakage or stoppage of steam, water, gutter, sewer or drain pipes or from any other cause whatsoever.

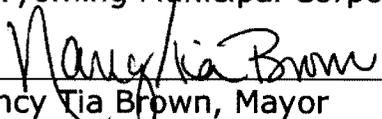
20. NOTICES. Any notice given under the terms of this Lease shall be deemed given five (5) days after depositing said notice in United States Postal

Service or when hand delivery of such notice is made or when posted on LESSEES' door. For the purposes of delivery, CITY's address is 1338 Rumsey Avenue, Cody, Wyoming 82414. LESSEE'S address is 6600 E. 2nd Street, Casper, WY 82609.

21. This Lease binds upon and inures to the benefit of the heirs, legatees and beneficiaries of CITY and LESSEES.

22. Nothing in this agreement shall be construed to act as a waiver of the CITY's sovereign immunity and other immunities provided to the CITY under federal and state law. The CITY expressly reserves the right to assert immunity as a defense to any claim arising under this agreement.

CITY OF CODY, WYOMING
A Wyoming Municipal Corporation



Nancy Tia Brown, Mayor

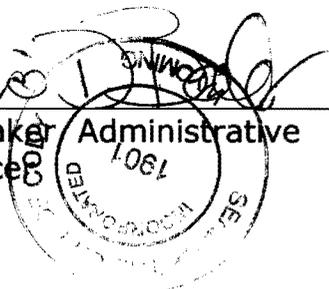
Date: 12.27.11

ATTEST:

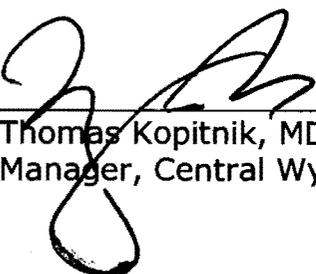


Cynthia D. Baker
Administrative Services Office

Date: 12.27.11



LESSEES:



Thomas Kopitnik, MD
Manager, Central Wyoming Neurosurgery, LLC

Date: 12/22/2011

MEETING DATE: AUGUST 6, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: CINDY BAKER

PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

PAT O'HARA BREWING CO. GRAND OPENING CELEBRATION - REQUEST FOR 15TH STREET CLOSURE ON THURSDAY, SEPTEMBER 19, 2013

ACTION TO BE TAKEN:

Dawn ~~and~~ Logan Moore, with Pat O'Hara Brewing Co., are requesting to close 15th Street from Sheridan Ave. to the Alley on Thursday, September 19, 2013 from 2 PM to about 9 PM for the Grand Opening Celebration of Pat O'Hara Brewing Co. and request approval of an Open Container Permit for the event.

SUMMARY OF INFORMATION:

Set up of the area will begin at 2 p.m. and the event is scheduled to begin at 3:00 p.m. Tear down will begin at 8:00 p.m. with the street to be opened up by 9:00 p.m. Their plan is to have music, food, beer and libations during this event. They will be required to obtain event insurance and list the City of Cody as an additional insured. In addition, they would follow the Alcohol Checklist as recommended by staff, which addresses fencing the closure area off for alcohol consumption, drinks dispensed in identifiable cups and security volunteers patrolling the perimeter of area to insure no person leaves the area with alcohol.

This event is taking place the same night of the Boot Scoot'in Boogie, with set up, tear down and hours of event covering the same time period.

FISCAL IMPACT

None

ALTERNATIVES

Options Available

1. Deny the Request
2. Approve the Request.
3. Approve the Request with modifications.

RECOMMENDATIONS

Staff recommends the approval of the request with staff recommendations.

AGENDA ITEM NO. _____

ATTACHMENTS

Agenda Request Form

Alcohol Checklist – Open Container Permit – Part O’Hara Brewing Co

AGENDA & SUMMARY REPORT TO:

tooth@vcn.com

Safety Checklist

2013

Open Container Permit for Pat O'Hara Grand Opening Celebration

The Pat O'Hara Brewing Co is requesting permission to for patrons to consume alcoholic beverages during their Grand Opening Thursday, Sept 19, 2013. This safety checklist is provided as a tool to reduce the harm associated with the misuse of alcohol and underage drinking in order to provide a safe, family-friendly community event on 15th Street –between Sheridan Avenue and the Alley in Cody. Below are precautions to follow during this event.

- Ensure anyone consuming alcohol is at least 21 years old.
 - Volunteers will ID all individuals wishing to drink alcohol and identify them with a stamp on their hand.
- Persons serving alcohol will be 21 years or older.
- Alcohol consumption will only be allowed in a designated area on 15th Street – between Sheridan Avenue and Alley to the north.
 - Area will be fenced off with minimal exit/entry points.
- No person will be allowed to leave the event area with an open container of alcohol.
 - All beer dispensed will be served in identifiable cups of one certain color.
 - Security volunteers will patrol the perimeter of the designated area to insure no person leaves the area with alcohol.
- No person who is intoxicated will be served alcohol.
- Alcohol consumption will be restricted to 3:00-8:00 PM throughout the event:
 - Thursday, September 19, 2013.
- Non-alcoholic drinks will also be available.
- Service will be limited to two drinks at a time to any one person.
- Staff and volunteers will contact Cody Police Department immediately if the following incidents should occur:
 - An underage person (under 21 years old) attempts to purchase or consume alcohol.
 - A physical fight, threatening behavior or other violence occurs at the event; this includes inside and outside event space.

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Dawn & Logan Moore

Organization Represented Pat O'Hara Brewing Co.

Date you wish to appear before the Council Tues. Aug. 6th From

Mailing Address 1019 15th St. Telephone 272-1246

E-Mail Address tooth@vcn.com

Preferred form of contact: Telephone E-Mail

Names of all individuals who will speak on this topic Dawn & Logan Moore

Event Title (if applicable) Grand opening

Date(s) of Event (if applicable) ~~Fri Sept 20th~~ Thurs. Sept. 19th

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Libations and Pat O'Hara Brewing would like to celebrate our Grand opening with music, food, beer, and libations.

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

Signature Dawn Moore Date July 23, 2013

MEETING DATE: AUGUST 6, 2013
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Cycle Greater Yellowstone (CGY)—Food Vendor

ACTION TO BE TAKEN:

Request that City Council allows Larbieros to set up and sell food during the Cycle Greater Yellowstone event held at Canal Park on Thursday, August 22.

SUMMARY OF INFORMATION:

During the March 19, 2013 meeting City Council approved the exclusive use of Canal Park. They also approved an open container permit and a catering permit to sell beer and wine. The event organizers did not previously request the ability to secure a food vendor for their event.

They would like to have Larbieros Burritos set up in City Park and sell burritos for dinner to the bike riders. Since this is now sales in a public park, either a vendor permit or 80/20 contract is typically required. We are collecting a catering permit fee from Juniper for the sales of beer or wine.

FISCAL IMPACT

The City would collect any associated fees, either a \$25 vendor permit or a contract for 20% of gross sales.

ALTERNATIVES

1. Allow the sales as part of the event approval without a vendor permit or a contract.
2. Allow the sales and charge Larbieros \$25 for a vendor fee.
3. Allow the sales and develop a 20% of gross sales contract with Larbieros.

ATTACHMENTS

1. March 19, Agenda Summary Report
2. July 25' Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Sherry L Moore Assistant Director
sherry@cyclegreateryellowstone.com

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Sherry Moore & Rick Manchester

Organization Represented Cycle Greater Yellowstone

Date you wish to appear before the Council August 7, 2013

Mailing Address 215 S. Wallace, Bozeman, MT 59715 Telephone 406-579-0305

E-Mail Address sherry@cyclegreateryellowstone.com

Preferred form of contact: Telephone _____ E-Mail email

Names of all individuals who will speak on this topic Rick Manchester & Sherry Moore

Event Title (if applicable) Cycle Greater Yellowstone

Date(s) of Event (if applicable) August 22, 2013

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Adding food concessions to Canal Park in conjunction with Beer and Wine sales for the community concert.

Which City employee(s) have you spoken to about this issue? Rick Manchester

Signature Sherry Moore Date July 25, 2013

MEETING DATE: MARCH 19, 2013
DEPARTMENT: PARKS AND RECREATION
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: SHERRY MOORE, CYCLE
GREATER YELLOWSTONE

AGENDA ITEM SUMMARY REPORT

Cycle Greater Yellowstone

ACTION TO BE TAKEN:

1. Request that City Council approves a park permit for the exclusive use of Canal Park to conduct a concert on Thursday August 22, from 4:00-10:00 PM.
2. Request that City Council approves an open container permit to consume beer and wine at the concert on August 22, 2013.
3. Request City Council authorization to issue a catering permit for Juniper Wine and Spirits to sell beer and wine at Canal Park during the concert.

SUMMARY OF INFORMATION:

The park permit will be issued for Noon on Thursday, August 22, 2013 through noon on Friday, August 23, 2013. The concert will take place from 4:00-10:00 PM on Thursday, August 22. There is a request to issue a catering permit to Juniper Spirits for the sales of beer and wine at the concert.

The event promoter will be required to provide and pay for restroom and trash services at Canal Park. Trash services can be arranged through City Hall.

FISCAL IMPACT

The event will require additional garbage cans and trash removal. The estimated charge to the event is \$500 to be billed and collected after the event. Police escort not requested.

ALTERNATIVES

1. Approve the permit to use Canal Park without open container or alcohol sales permits.
2. Approve both the open container permit and the exclusive use of Canal Park.
3. Deny the request all together.

ATTACHMENTS

1. Agenda Request Form
2. Open container and sales safety checklist that will be followed
3. Map Route
4. Information from website

AGENDA & SUMMARY REPORT TO:

Michele Prevost, Juniper Wines and Spirits
Sherry Moore, Assistant Event Director (406) 579-0305 and
Jennifer Drinkwalter, Assistant Event Director

AGENDA ITEM NO. _____

217 Ruddy Duck Way,
Belgrade MT 59714
Sherry@cyclegreateryellowstone.com

Jill Osiecki Gleich, Events Coordinator
Cody Chamber of Commerce
events@codychamber.org

Steve Payne, Public Works Director
Keith Viles, Solid Waste Superintendent
Perry Rockvam, Police Chief

MEETING DATE: AUGUST 6, 2013

DEPARTMENT: CITY PLANNER

PREPARED BY: TODD STOWELL

CITY ADM. APPROVAL: _____

PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT **Plat Vacation and Amendment—Danzik Property**

ACTIONS TO BE TAKEN

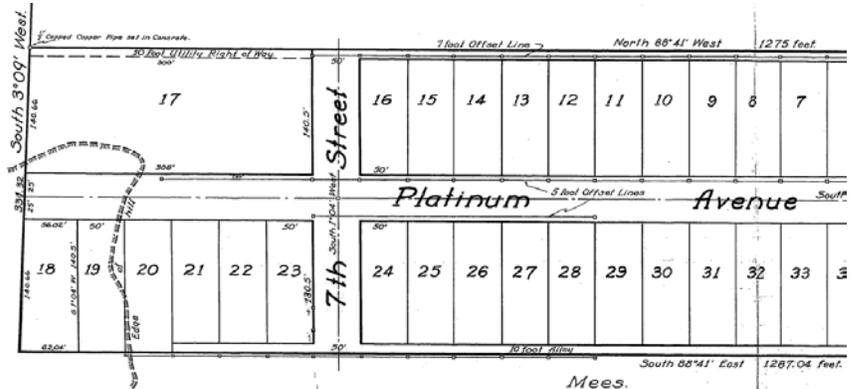
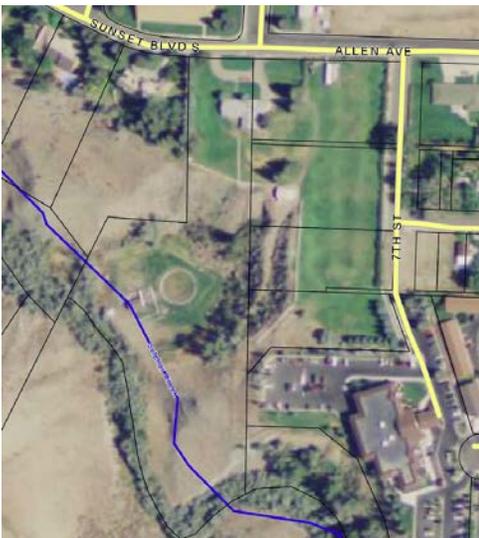
1. Hold a public hearing to determine if it is in the public interest to vacate a 10-foot wide and 150-foot long alley located west of 7th Street within the Brown's 2nd Addition.
2. First Reading of an ordinance to vacate said 10-foot wide alley.
3. Approve a Plat Vacation and Amendment reflecting the requested alley vacation, the vacation of a 10-foot wide and 300-foot long utility right-of-way, and vacation of several lots within the Dennis and Elizabeth Danzik property—subject to final approval of the ordinance to vacate the 10-foot alley.

SUMMARY OF INFORMATION

The City has received an application from Dennis and Elizabeth Danzik, as owners of 1334 Sunset Boulevard South, to consolidate several lots on their property so that only a 9.64 acre lot and a 0.76 acre lot remain. In addition, they request that the 10' alley established along the south line of Lots 21, 22, and 23 in Brown's 2nd Addition be vacated and the 10' utility right-of-way along the north line of Lot 17 in Brown's 2nd Addition be vacated. (See maps below.) Neither the alley nor the utility right-of-way contain any public utilities or improved streets. Letters have been received from TCT, Optimum, Century Link, and Energy West indicating their acceptance of the requested alley and utility right-of-way vacations.

Subject Area: (Note—Lot lines shown on aerial are from the County Assessor map—additional lots exist as shown on the Amended Plat drawing.)

Brown's 2nd Addition plat:



AGENDA ITEM NO. _____

The application includes both a right-of-way vacation for vacation of the city-owned alley, and an Amended Plat for the consolidation of the properties and vacation of the utility right-of-way (easement). A recommendation for approval of the requests has been received from the Planning and Zoning Board. Their recommendation is subject to the following conditions. Status updates to the conditions are noted in italics.

1. Payment of notice and publishing costs for the vacation ordinance. (*Applicant paid for notice. Publishing costs will only be incurred if and when the ordinance is approved.*)
2. The applicant providing the quit claim deed document and amended plat mylar for signature. (*Will need prior to recording.*)
3. Modification to the 15' utility easement. (*See paragraph below. Additional modification is needed based on changes to the electrical layout.*)
4. With no payment for the vacated land required.
5. Correct the acre totals of Tract A & B and reference "Ordinance" instead of "Resolution" on the plat. (*Done.*)
6. Subject to review of the plat language by the City Attorney. (Should be completed prior to meeting.)
7. Contingent upon the vacation of the utility easement and alleyway by the City.

One additional modification to the plat drawing is needed due to changes in the planned electrical service layout. It relates to #3 above, but is different than the Planning and Zoning Board authorized. A 15-foot wide by approximately 370-foot long utility easement is needed. It can be added to the plat or established through a separate document.

Interestingly, the Platinum Avenue right-of-way through the Danzik property was vacated by City Council on May 6, 1985 (Quit claim Deed filed May 7, 1985). However, it did not address the adjacent lots, alley, or utility right-of-way. The current application would clean up the situation.

Policy for Vacation of Streets and Alleys:

In recent history, the City has required payment of fair market value for vacated land. However, the lack of a formal policy on the matter has left staff questioning what situations require payment and which don't. For example, the 1985 vacation of Platinum Avenue through this property has no record of any payment being required. In addition to the review of the current application, staff would like Council to also have a discussion regarding monetary payment for vacated land. The City Planner and City Attorney can comment further on the matter.

The Planning and Zoning Board noted at their meeting that in this particular case the City has apparently not expended any funds to open or improve the alley, and that the alley was dedicated by donation with the Brown's 2nd Addition Plat. Therefore, they recommend that the alley be vacated and revert back to the adjacent property owner (Danzik) without payment.

If payment for the vacated alley were required, the value of the 10' by 150' area would be approximately \$2,475.00, utilizing the same ratio for assessed valuation as the adjacent Danzik property (\$1.65 per s.f.), which is the method apparently utilized in recent street vacations.

AGENDA ITEM NO. _____

Notice of the public hearing for the plat amendment and vacation was provided by certified mail to eleven property owners and published in the newspaper. As of the time of this staff report, responses include three of "No Objection" and one "Objection". The "Objection" response noted concerns about Tract B, including where it would access and what it might be used for in the future. Staff does not foresee any adverse impacts from the requested alley vacation and plat amendment. Future development would be subject to the zoning in effect at that time. Tract B is currently zoned Residential B.

ATTACHMENTS

Plat drawing
Proposed Ordinance

FISCAL IMPACT

No measureable financial impacts to the City are anticipated, as recommended by the Planning and Zoning Board.

ALTERNATIVES

Approve, conditionally approve, or deny the alley vacation and amended plat.

RECOMMENDED MOTION

Approve the first reading of Ordinance 2013-16 to vacate the 10-foot alley along the south side of Lots 21, 22, and 23 of Brown's 2nd Addition; and approve the amended plat and vacation of utility right-of-way as requested by Dennis and Elizabeth Danzik, subject to the following:

1. Payment of publishing costs for the vacation ordinance.
2. Providing the quit claim deed document and amended plat mylar for signature.
3. Providing a 15' utility easement to reflect the electrical situation.
4. (If needed.) Subject to review of the plat language by the City Attorney.
5. Contingent upon the vacation of the utility easement and alleyway by the City.

AGENDA & SUMMARY REPORT TO:

Thom Nave
Sage Civil Engineering

H:\PUBLIC WORKS\COUNCIL INFORMATION\COUNCIL INFO. 2013\AGENDA SUMMARY PLAT VACATION AND AMENDMENT DANZIK.DOC

MEETING DATE: AUGUST 6, 2013
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: SP
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

**AGENDA ITEM SUMMARY REPORT
ELIMINATION OF PARKING FRONTING 920 AND 926 SKYLINE DRIVE**

ACTION:

Staff requests Mayor and Council direction regarding the Traffic Committee recommendation to paint the curbing fronting 920 and 926 Skyline Drive yellow. The painting of the curbing will establish limits of prohibited parking along this stretch of Skyline Drive.

Staff also seeks direction regarding the trimming of a hedge located on the common boundary of 920 and 926 Skyline Drive.

SUMMARY:

At the last Traffic Committee meeting a complaint was reviewed regarding the intersection of 10th and Skyline Drive. The complaint received identified three concerns. The first was that people were speeding on Skyline Drive. The second and related issue was the limited sight distance at the 10th and Skyline Drive intersection due to parked cars. The last concern identified was limited sight distance at the 10th and Skyline Drive intersection due to a hedge.

The Police Department assigned extra patrols to evaluate the speeding accusation. Speed compliance monitoring was conducted in the area around the intersection by differing officers and times on the following dates: 3/25/13, 3/26/13, 3/27/13, 3/28/13, 3/30/13, 4/1/13, 4/3/13, and 4/5/13. No speeding violations were issued in the designated area of enforcement.

Regarding the sight distance concerns, an on-site visit was made of the intersection of 10th and Skyline Drive. During the inspection, two Phidippides Shuttle Vans were parked along the curb fronting 920 Skyline Drive. The two vans block visibility west of the vans. In addition, there is a hedge along the common boundary of 920 and 926 Skyline Drive. The hedge extends approximately 10' into the right-of-way to the back of the curb. The hedge is sufficiently dense with vegetation to block visibility. It is suggested that the minimum sight distance desired at this intersection (ie: the Stopping Sight Distance) should be 177 feet. The only way to achieve the requirement is to eliminate parking along the curb fronting 920 and 926 Skyline Drive and to cut the hedge back to the right-of-way. These were the two recommendations of the Traffic Committee.

Phidippides is not the owner of the lot in front of which he parks, but he does take care of the property. Staff asked Phidippides to voluntarily refrain from parking fronting the property and for a time there was compliance with the request. The problem has resurfaced and the hedge is as problematic as the parked cars.

FISCAL IMPACT

The painting of the curbs and the cutting of the hedge both have minimal impact to the budget.

ALTERNATIVES

1. Direct staff as recommended by the Traffic Committee.
2. Direct staff as modified by Council.

AGENDA ITEM NO. _____

RECOMMENDATION

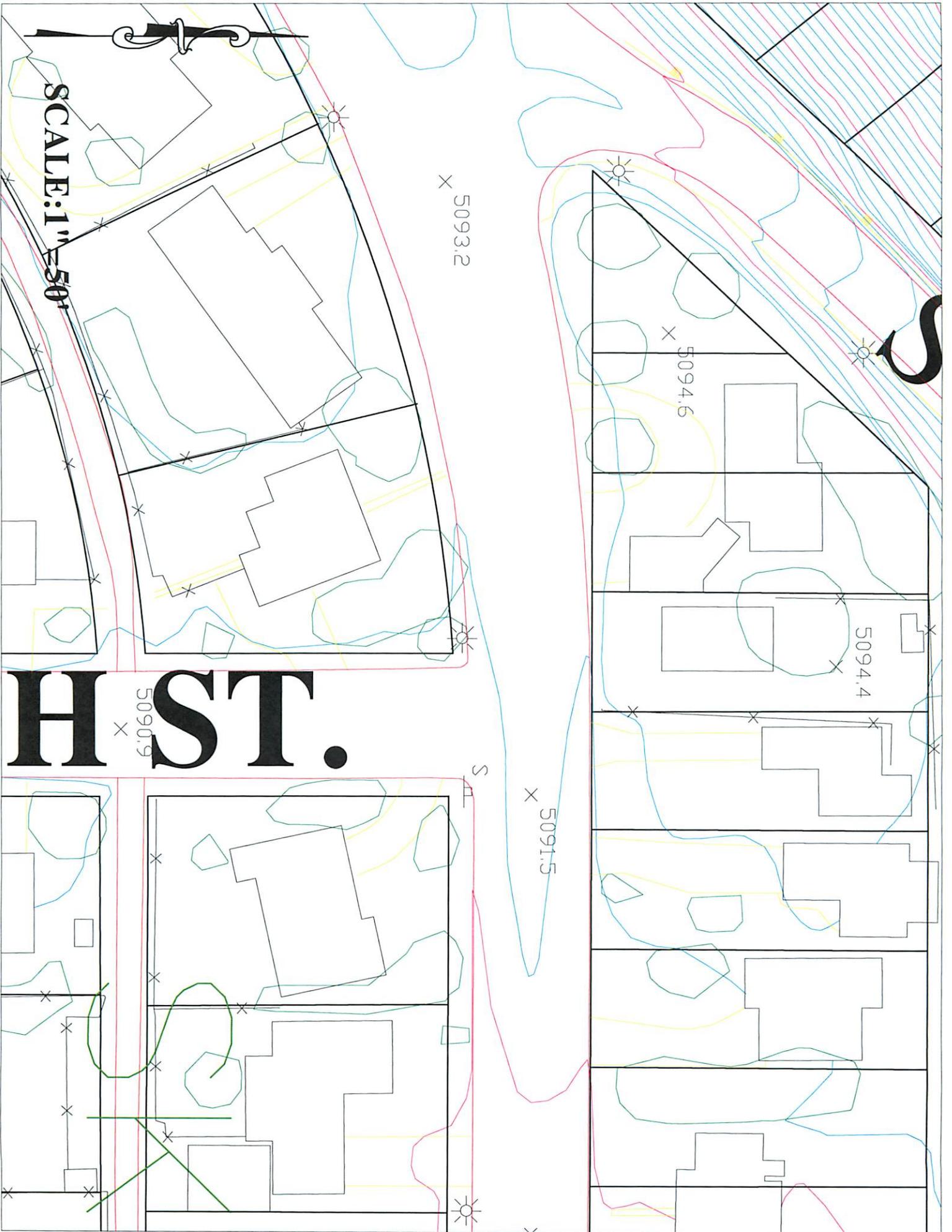
Staff recommends that the Mayor and Council direct staff to paint the curbing fronting 920 and 926 Skyline Drive yellow and thereby establish limits of prohibited parking along this stretch of Skyline Drive. Staff also recommends that the staff be directed to trim the hedge located on the common boundary of 920 and 926 Skyline Drive so there is no conflict with the right-of-way.

ATTACHMENTS

Map of Area

AGENDA & SUMMARY REPORT TO:

N/A



SCALE: 1" = 50'

HST.

X 50901.9

X 50932

X 50946

50944

X 50915

S

Resolution 2013-13

A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING FOR THE INSTALLATION OF STORM DRAINAGE, WATER MAIN AND ROAD RECONSTRUCTION OF 16TH STREET FROM STAMPEDE AVENUE TO PARK LANE.

WITNESSETH

WHEREAS, the Governing Body for the CITY OF CODY desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

WHEREAS, the Governing Body of the CITY OF CODY recognizes the need for the project; and

WHEREAS, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the CITY OF CODY plans to match 50% of the requested Federal Mineral Royalty Capital Construction Account Grant from the CITY OF CODY WATER ENTERPRISE, AND GENERAL FUND.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING that a grant application in the amount of \$214,662 be submitted to the State Loan and Investment Board for consideration at the January, 2014 Board Meeting. The grant application will assist in funding the INSTALLATION OF STORM DRAINAGE ON 16TH STREET, THE INSTALLATION OF WATER MAIN ON 16TH STREET AND THE RECONSTRUCTION OF 16TH STREET. THE PORTION OF 16TH STREET IMPACTED IS FROM STAMPEDE AVE. TO PARK LANE.

BE IT FURTHER RESOLVED, that Nancy Tia Brown, Mayor; Stephen Payne, Public Works Director; and Jennifer Rosencranse, City Administrator are 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 6th day of August 2013.

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

**OFFICE OF STATE LANDS AND INVESTMENTS
INFRASTRUCTURE FINANCING**

APPLICATION COVER SHEET

Applicant: City of Cody

Date: 07/30/13

Address: PO Box 2200
(Applicant's) 1338 Rumsey Ave.
Cody, WY 82414

Contact Person: Steve Payne, Director of Public Works
Phone: (307) 527-7511 **e-mail address:** spayne@cityofcody.com

e-mail address: spayne@cityofcody.com or jennir@cityofcody.com
(Applicant's)

Phone No.: (307) 527-7511
(Applicant's)

Fax No.: (307) 527-6532
(Applicant's)

Applicant's Tax I.D. Number: 83-6000052
(required)

Project Name and Description:

16th Street Storm Sewer Project: This project consists of the installation of 808 linear feet of 36" Steel, High Density Polyethylene (HDPE) storm drainage pipe, the adjustment of numerous utilities, installation of 808 linear feet of 8" water main, partial sidewalk reconstruction where impacted by the installation of the storm sewer piping, curb and gutter replacement and total road reconstruction. The existing 24" Reinforced Concrete Pipe (RCP) will be increased in size to a 36" Steel HDPE or equivalent. The storm pipeline is vastly undersized, the water main is not looped, the road is already suffering from severe deterioration and with the extensive utility reconstructions the road will have to be re-built. The storm sewer serves the entire upper southwest end of the City of Cody including five major subdivisions. +

Applicant's submitting multiple applications must establish priority ranking:

Priority # 1 **of** 1

| Funding Source: | Amount Requested | Percentage Requested |
|-----------------------------------------------------------|------------------|----------------------|
| <input checked="" type="checkbox"/> Mineral Royalty Grant | \$214,662.00 | 50 |
| <input type="checkbox"/> Abandoned Mine Land Grant | _____ | _____ |
| <input type="checkbox"/> Joint Powers Act Loan | _____ | _____ |
| <input type="checkbox"/> Drinking Water SRF Loan | _____ | _____ |
| <input type="checkbox"/> Clean Water SRF Loan | _____ | _____ |
| Applicant's Local Match | \$214,662.00 | 50 |
| *Applicant's Other Match | _____ | _____ |
| Total | \$429,324.00 | 100% |

***List other Match Sources Individually and provide requested amount and status of request for each source:**

| Funding Source | Amount | Status: Approved or Pending |
|----------------|--------|-----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Office of State Lands and Investments - Government Grants and Loans

Application Summary Form

Date: July 30, 2013

ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT

APPLICANT: City of Cody

NAME OF PROJECT: 16th Street Storm Sewer - Stampede Ave. to North Park Ave.

This project consists of the installation of approximately 808 linear feet of 36" Steel HDPE storm drainage piping, the adjustment to numerous utilities (sewer, gas and telephone) and partial sidewalk reconstruction where impacted by the installation of storm water piping, new sections of curb and gutter, reconstruction of the road and 808 linear feet on 8" water main. The existing storm pipeline is vastly undersized, the water system is not looped in this area and the road is substantially deteriorated. The storm sewer serves the entire upper southwest end of the City including Stampede Avenue, Cedar Ridge, Olive Glenn, Panorama, Skyline, and Glendale Subdivisions and the Golf Course. This area represents approximately 1,255 residents (13% of the City population) and 310 acres of potential drainage. Indirectly, a population of approximately 27,000 County Residents travel this corridor regularly. Within the area, there are three mini shopping malls, an elementary school, two large governmental buildings and a recreation center.

In August of 2001, a Storm Water Drainage Study was completed for the City of Cody. The study outlined that nearly every component of the existing City storm water system was substantially undersized. The result of undersized drainage is evident after nearly every rain event in Cody. Standing water of six inches to one foot or more remains on the City roadway system for extended periods of time until the undersized pipes have drained enough to catch up to the storm event. One of the most adversely impacted areas of Cody, due to storm water runoff, will be addressed with this proposal's planned improvements. Pictures depicting these storm events are attached and labeled as Attachment B.

What impact does the poor drainage system have on the City, its residents and visitors to the community? This question goes directly to the economic viability of the City, the integrity of its roadway system and the health, safety and welfare of traveling motorists. The community and its businesses are directly impacted from an economic perspective by the effects of uncontrolled runoff on the roadway system and surrounding developments. The drainage system, which is planned for improvement with this project, at present causes a substantial pool of water in an area that is one of the main corridors for the City.

Water and moisture are the number one cause of subsurface and surface failure of streets. As moisture that doesn't drain seeps into the sub-base of the roads, sidewalks, driveways and parking lots, the structural strength of those surfaces is reduced. This leads to infrastructure failure, which appears as cracking, rutting, breaking apart, pot hole development, etc. Sidewalks begin to buckle and crumble. Parking lots and driveways are impacted in the same manner as roadways. Businesses and residents have also experienced flooding from runoff.

Since 1996, all new developments have been prohibited from discharging off-site and run-off in excess of historic rates. This has resulted in the design and implementation of various types of retention and detention basins with oil and grease separators. The improved regulations have minimized any new drainage impacts of development, however, they have not reduced or mitigated the existing problems.

The City has spent considerable funds to address the storm water deficiencies noted in the aforementioned study. The City partnered with WYDOT and completed improvements to other portions of 16th Street and Big Horn Avenue, completed improvements to Sheridan Avenue from 19th Street to Blackburn Street, completed improvements to 12th Street, partnered with WYDOT in a \$3 Million dollar plus project to complete the East end of Sheridan Avenue with roadway, curb, gutter, drainage and sidewalk improvements. For the last project, the City was in an overmatch situation and funded over \$800,000 out of the general fund. The City of Cody is also currently out to bid with a storm drainage project estimated at \$642,126. This latter project is proposed to be completed by October 1, 2013 and the project requested in this funding will tie into that project.

The City has a very austere budget and cannot fund this extremely important project without assistance. The project has been budgeted for this year with the water enterprise account taking care of costs associated with the looping of the water main and the streets general fund addressing the remainder of the city match. The proposed project outlined in this grant request will address a significant storm drainage issue that has been plaguing the City of Cody for a long time.

It is anticipated that if awarded the funding at the January 2014 Board Meeting, the City of Cody would immediately draft a request for proposals from engineers. The plans and specifications would be completed for an April bid with a July 1, 2014 completion time frame. The project has a 45 day substantial completion time line and a 60 day final completion time line. We anticipate that there will be a total of five draw down requests submitted.

The total cost of the project is estimated at \$429,324. The City of Cody is requesting a 50% grant, or \$214,662 and will fund the remaining \$214,662 or 50% from the Water Enterprise and General Fund. The Engineer's Estimate is attached and is labeled as Attachment A. The Engineer's Estimate was determined by analyzing recent bids and quotes.

Engineer's Statement of Feasibility:

I, Stephen W. Payne, PE, have personally prepared an/or reviewed the information included in this application and have concluded that this project is the most technologically feasible option based on the date in this application.

Stephen W. Payne, PE

ATTACHMENT "A"
16TH STREET STORM DRAIN IMPROVEMENTS

| BID ITEM NO. | DESCRIPTION | UNITS | EST. QTYS. | ENGINEER'S ESTIMATED COST | |
|--------------------|----------------------------------------------|-------|---------------|---------------------------------|---------------------|
| | | | | | |
| 1 | MOBILIZATION | LS | 1 | \$14,212.00 | \$14,212.00 |
| 2 | TRAFFIC CONTROL | LS | 1 | \$14,212.00 | \$14,212.00 |
| 3 | MAP BURIED UTILITY | EA | 5 | \$300.00 | \$1,500.00 |
| 4 | SAW CUT - ASPHALT | LF | 126 | \$1.50 | \$189.00 |
| 5 | SAW CUT - CONCRETE | LF | 25 | \$2.50 | \$62.50 |
| 6 | ASPHALT REMOVAL | SF | 34744 | \$0.50 | \$17,372.00 |
| 7 | CURB & GUTTER REMOVAL | LF | 563 | \$5.00 | \$2,812.50 |
| 8 | STORM DRAIN REMOVAL - 24" RCP | LF | 808 | \$25.00 | \$20,200.00 |
| 9 | TRENCH EXCAVATION AND BACKFILL (4-10 FT) | LF | 1616 | \$20.00 | \$32,320.00 |
| 10 | COMPACTED BACKFILL TYPE 2 (4-10 FT) | LF | 1616 | \$15.00 | \$24,240.00 |
| 11 | CEMENT TREATED BACKFILL - MODIFIED TYPE 2 | CY | 150 | \$50.00 | \$7,500.00 |
| 12 | MOVE BURIED TREATED WATER LINE/SERVICE | EA | 4 | \$300.00 | \$1,200.00 |
| 13 | REMOVE ABANDONED GAS LINE | LF | 401 | \$5.00 | \$2,005.00 |
| 14 | CRUSHED BASE GRADING H | CY | 858 | \$25.00 | \$21,446.91 |
| 15 | 4" MINUS PIT RUN SUBBASE | CY | 1287 | \$15.00 | \$19,302.22 |
| 16 | ASPHALT BINDER PG 58-28 | TON | 46 | \$750.00 | \$34,800.00 |
| 17 | HOT PLANT MIX BITUMINOUS PAVEMENT (1/2" MAX) | TON | 725 | \$85.00 | \$61,625.00 |
| 18 | 6" C900 PVC PIPE | LF | 388 | \$25.00 | \$9,700.00 |
| 19 | 6" VALVES | EA | 2 | \$1,100.00 | \$2,200.00 |
| 20 | 36" STEEL HDPE STORM DRAIN | LF | 808 | \$60.00 | \$48,480.00 |
| 21 | 12" RCP CLASS III | LF | 43 | \$40.00 | \$1,720.00 |
| 22 | CONNECT TO EXISTING STORM DRAIN INLET | EA | 2 | \$500.00 | \$1,000.00 |
| 23 | CONNECT TO EXISTING STORM DRAIN MANHOLE | EA | 1 | \$1,000.00 | \$1,000.00 |
| 24 | CURB & GUTTER | LF | 282 | \$15.00 | \$4,222.50 |
| 25 | WHEELCHAIR RAMP | EA | 2 | \$1,500.00 | \$3,000.00 |
| | | | | SUBTOTAL: | \$346,321.64 |
| | | | | ENGINEERING = | \$69,264.33 |
| | | | | CONTINGENCY= | \$13,738.04 |
| | | | | TOTAL = | \$429,324.00 |



Office of State Lands and Investments
Funding Wyoming Public Education

122 West 25th Street
Cheyenne, WY 82002
Phone: (307) 777-7331
Fax: (307) 777-5400
slfmail@wyo.gov



Mathew H. Mead
Governor

Ed Grant
Director

Instructions to Complete Street Questionnaire

Background: W.S. 9-4-604 (a) requires a written review by an appropriate state agency of all Mineral Royalty Grant requests. The Wyoming Department of Transportation (WYDOT) reviews street and road projects. WYDOT has developed this questionnaire to assist in its review of these applications. **Applicants are to submit this questionnaire as part of your application for Mineral Royalty Grant funds.**

Please complete the following items to the best of your ability. Provide preliminary project

Information used to develop your cost estimate. Provide a sketch or drawing similar to the

cross section examples in the back of this questionnaire, or use the urban/rural cross section samples provided and edit accordingly.

PROJECT INFORMATION

1. Provide a typical cross section(s) showing thickness, pavement widths, roadway lengths and surfacing materials. See example attached.
2. Briefly, describe below the number and types of drainage facilities such as culverts, storm sewer or sanitary sewer including the number of barrels, size, length, culvert type and outlet protection.

The project entails the construction of approximately 808 linear feet of 36" Steel HDPE pipe. The project will tie into existing storm drainage facilities at both the north and south ends. The south end will include the installation of manhole and connecting to two existing basins. The north end connection will tie to an existing manhole setup for this project.

3. If a bridge is part of this project, briefly describe below the structures in this project including back to back abutment length, bridge roadway width, total bridge width, and structure type, including material of construction.

4. If a retaining wall is part of this project, please summarize below information concerning this project item including height, length, width, type of wall and material of construction.

5. Please describe below miscellaneous items including mobilization, bonding, traffic control, seeding and reclamation items.

Mobilization and traffic control have been calculated in the estimate to be 5% of the construction portion of the project. Bonding will be per State Statutes and will include 100% bonding to the limits of the received and approved bid. It is not anticipated that there will be any seeding within the project limits.

6. Please, provide the following requested information involving right of way and utilities

A. Is there any involvement with existing right of way or utilities? Have the existing right of way and utilities been cleared?

The existing right-of-way is owned by the City of Cody. Utility franchise agreements, require utility companies to move/remove/relocate their facilities if directed to do so by the City. Based upon a preliminary review, no relocations appear required.

B. Is there any additional right of way needed.

No

C. Is the existing right of way under public domain?

Yes

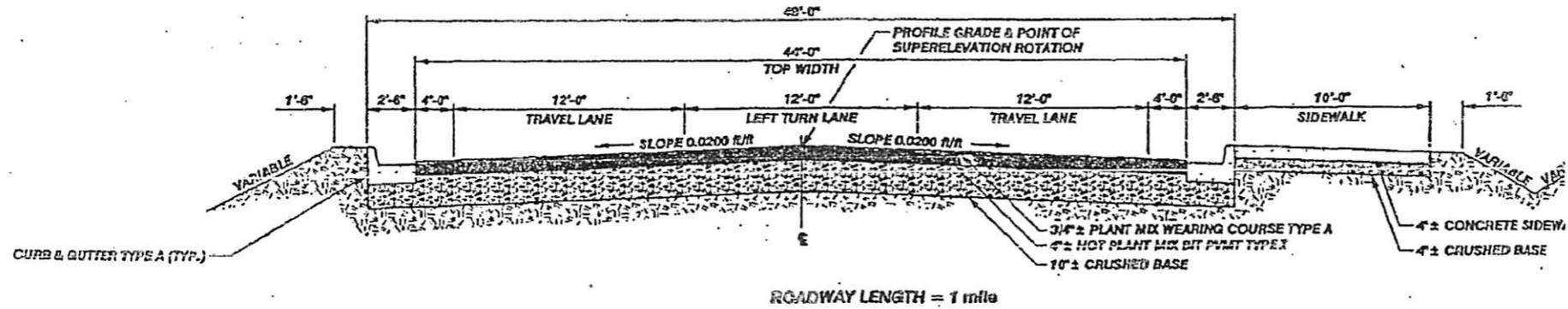
D. If the existing right of way is under the public domain, was it legally taken onto a public road system? (Documentation of this action may be requested)

Yes - 16th Street was dedicated as part of a platting procedure for the re-subdivision of Lots 4 to 16 & Lots 19 to 40 within the Henson's Terrace Subdivision.

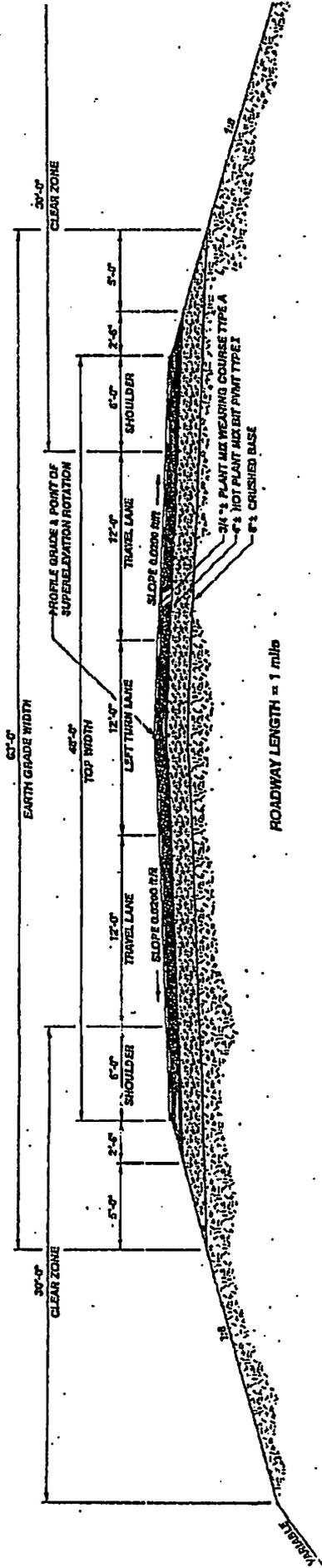
E. Is there any utility relocation involved with this project?

The project has not gone through the design phase, but based on a preliminary review, it does not appear that the relocation of utilities will be required. Franchise agreements require utilities to move their facilities if so directed by the City of Cody. The City of Cody has a utility coordination meeting on a biweekly basis to discuss upcoming projects, conflicts, etc. Typically, the utility company's have been very easy to work with and either move their facilities ahead of time or pay contractors to move their facilities at the time of the construction of the project.

EXAMPLE TYPICAL SECTION
URBAN ROADWAY



EXAMPLE TYPICAL SECTION
RURAL ROADWAY



Category: Grants and Loans Published Date Written by cathylujan Hits: 5281



MRG Instructions and Applications

Chapter 3 – Must complete all items on this page. The Board shall meet regularly on the Third Thursday of each January and June to consider applications for grants Under this Chapter. Applications for the January Mineral Royalty Grant meeting must be received by the third Thursday of the preceding September. Applications for the June Mineral Royalty Grant meeting must be received by the third Thursday of the preceding February. All applications must be in our office no later than 5:00 pm on the due dates.

The following information is required for all applications:

An application cover page on a form provided by the Office. (Must Be On 8 1/2 x 14 Legal Size Paper)

A applicant's project summary form and instructions provided by the Office. Please limit to one or two pages, if possible. (Must Be On 8 1/2 x 14 Legal Size Paper)

A licensed engineer's statement of the feasibility of the project not required for the purchase of emergency vehicles.

A standard resolution authorizing the filing of the application on a form provided by the Office.

A financial statement of the applicant, on a uniform "General Financial Information" form provided by the Office.

Information required for a Balance Sheet (See Example)

Information required for a Budget Statement (See Example)

A copy of your current budget.

A detailed project cost estimate including how the project costs were estimated.

An estimated project schedule that includes design, commencement of construction and completion of construction.

Estimated grant draw down schedule that is broken down into at least six-month intervals.

An estimate of the geographic area and population served directly and indirectly by the project and the percentage of the applicant's population directly served by the project.

A description of other project funding sources, committed or pending, the portion of the project cost expected to be funded from each source, including any future grant applications under this chapter, and

copies of funding commitments from all project funding sources, including the applicant, to demonstrate commitment to the project.

If an applicant submits multiple applications under this chapter for consideration at one meeting, a priority ranking of the multiple applications as established by the applicant.

If the project is needed to meet federal or state health and safety requirements, documentation of the specific requirements and an explanation of how the project addresses the requirements.

Additional Information Required for Special Districts

- A copy of the County Commissioners resolution that shows formation of the special district and certification from the County Commissioners that the special district currently exists.
- A review of the application as required by W.S. 9-4-604(h). W.S. 9-4-604(h) requires that no special district, either standing alone or as a member of a joint powers board, shall receive any grant or loan under this section until the special district's grant or loan application has received a written review from the board of county commissioners in any county in which the special district is located. The board of county commissioners shall review: (1) the ability of the special district to fund the project through bonds, (2) whether the project is adverse to the needs, plans or general welfare of the county, (3) whether the special district has utilized local funding resources, and (4) whether the special district has met county standards. If any part of the special district lies within five (5) miles of the corporate limits of any city or town, the special district's grant or loan application shall also receive a written review from the governing body of the city or town.

Resolution from the District stating that assessments will be used as debt service. Will the assessment be new or an increase of current assessment.

Letter from County Assessor verifying that the District is collecting assessments and copy of assessment schedule showing property numbers, amount of assessment, date assessment is collected and number of years assessment will be collected.

Additional Information Required for Joint Powers Boards

- A copy of the certificate of organization filed with the Secretary of State, and a copy of an executed joint powers agreement approved by the Attorney General;

Additional Information Needed for Street and Road Projects

A completed Street Questionnaire on a form provided by the Office.

Additional Information Needed for Fire Apparatus Projects

- A completed Fire Apparatus Questionnaire on a form provided by the Office.

Additional Information Required for Applicants for water and/or sewer project requesting a grant/loan over 50% of eligible project costs.;

If the grant/loan request is for water facilities,

- . Whether water meters have been installed or will be installed;
- . Whether the applicant will require the owners of all new additions of land to the city or town to pay all costs of expanding the water system within and to the boundaries of the addition; and
- . Whether water rates, tap fees, and plant investment fees are in effect or are to be adopted, and an analysis of whether the water rates will be adequate to finance the operation and maintenance of the system.
- . Whether water rates will increase or remain the same. Need a resolution stating that current rates are sufficient to repay a loan; or rates will be increased to meet debt service.
- . Last three (3) years budget showing revenue/expenses from the operation of the water system; also including evidence that there is an emergency fund to cover cost overruns.
- . Provide current year financial statement showing revenue/expenditures from operation of the water system.

If the grant/loan request is for sewer facilities,

- . Whether the applicant will require the owners of all new additions of land to the city or town to pay all costs of expanding the sewer system within and to the boundaries of the addition; and
- . Whether sewer rates, tap fees, and plant investment fees are in effect or are to be adopted, and an analysis of whether the sewer rates will be adequate to finance the operation and maintenance of the system.
- . Whether sewer rates will increase or remain the same. Need a resolution stating that current rates are sufficient to repay a loan; or rates will be increased to meet debt service.
- . Last three (3) years budget showing revenue/expenses from the operation of the sewer system; also including evidence that there is an emergency fund to cover cost overruns.
- . Provide current year financial statement showing revenue/expenditures from operation of the sewer system.

Note: Three (3) complete copies of your application, including all attachments, are needed. Preferred Submittal format: Unbound and Paper Clipped (Spiral binding is not preferred). If you have any questions, please call 777-7309.

Submit applications to the Office of State Lands and Investments 122 West 25th Street, Cheyenne, WY 82002

ENTITY NAME _____

Balance Sheet

Date

June 30, 20XX

Assets

| | | |
|---------------------|----|-------------|
| Cash | \$ | |
| Account Receivables | | |
| Other Assets | | |
| Total Assets | \$ | <u>00.0</u> |

Liabilities and Equity (Fund Balance)

Liabilities

| | | |
|-------------------|----|-------------|
| Accounts payable | \$ | |
| Deferred Revenues | | |
| Total Liabilities | | <u>00.0</u> |

Equity (Fund Balance)

| | | |
|----------------------------------------|--|--------------|
| Fund Balance Reserved-Grant Match | | |
| Fund Balance Reserved-Budget Shortfall | | |
| Fund Balance Unreserved/Undesignated | | |
| Total Equity (Fund Balance) | | <u>00.00</u> |

Total Liabilities, Equity and
Fund Balance

\$ 00.00

Note: Please use this format as a guide if the balance sheet is not readily available from other sources.

ENTITY NAME _____

**Budget Statement
For the Fiscal Year**

June 30, 20XX

Anticipated Revenues

| | | |
|----------------------------|----|---------|
| Taxes | \$ | |
| Licenses & Permits | | |
| Charges for Sales/Services | | |
| Water | | |
| Sewer | | |
| Garbage | | |
| Miscellaneous | | |
| Total Anticipated Revenues | | _____ - |

Budgeted Expenditures

| | | |
|-----------------------------|--|---------|
| Operations | | _____ |
| Total Budgeted Expenditures | | _____ - |

Net surplus/shortfall \$ _____

Note: Please use this format as a guide if the approved budget by the governing body is not readily available.

If the yearly published budget by the governing body is available please submit a copy.

EXAMPLE ONLY

Office of State Lands and Investments

General Financial Information Form

Prepared by:

Date:

Entity:

Assessed Valuation, this F.Y.:

Total Mills levied by the Entity, this F.Y.:

What is number of the total mill levied on real property in the Entity's jurisdiction?

What is the Entity's Total bonded and non-bonded indebtedness:
(Including principal balance, interest rate, and remaining term?)

What is the Sales and Use Tax levied in the County in which the project is located:

Total Investments as of:

Total Cash Balances as of:

6/30/

6/30/

6/30/

6/30/

6/30/

6/30/

Information required for Water and Sewer projects for more than 50% Grants

Water Rate Information:

Water Meters Yes or No Tap Fee for 3/4" Tap: _____

Rate per 1,000 gallons if metered: _____

Monthly Minimum if not metered: _____

Sewer Rate Information:

Rate per 1,000 gallons if metered: _____

Monthly Minimum if not metered: _____

MEETING DATE: AUGUST 6, 2013
 DEPARTMENT: ADMINISTRATIVE SERVICES
 PREPARED BY: LESLIE BRUMAGE, FINANCE
 OFFICER
 PRESENTED BY: LESLIE BRUMAGE, FINANCE
 OFFICER

AGENDA ITEM SUMMARY REPORT

Resolution 2013-14 Budget Amendment

ACTION TO BE TAKEN:

Approve the resolution amending the FY13-14 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY13-14 on June 18, 2013. Per State Statute, budgets may be amended through Resolution by the City Council. This budget amendment request includes the following carry overs and adjustments:

Expenses:

| | | | |
|-----------------------------------------|------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Police | \$7,388 | Carry Over | Purchase of uniforms, supplies & ammunition that were ordered in FY12-13 but not received until FY13-14 |
| Recreation Center | \$439 | Carry Over | Use the remaining donated funds for the Stay Safe program which were received in FY12-13 but not spent. These funds are restricted for this program only and cannot be used for any other purpose. |
| Recreation Center | (\$1,070) | Adjustment | Reduce the amount of expense in FY13-14 for the WY Arts Council grant which was awarded for less than originally budgeted. |
| Streets | \$44,020 | Carry Over | The Safe Routes to School program was delayed until the 1-penny tax issue was decided. The project will be completed in FY13-14 instead of FY12-13 as originally budgeted. |
| Streets | \$11,647 | Adjustment | Increase the expense budget in FY13-14 for chips, oil and fuel for the Shoshone Municipal Pipeline parking lot project. There will be offsetting revenue received. |
| Public Improvements/Direct Distribution | \$2,660 | Carry Over | Two purchases budgeted in FY12-13 were not complete by the end of the year and will occur in FY13-14. One was a Police computer and the other was for deck furniture in Aquatics. |
| Vehicle Replacement | (\$33,000) | Adjustment | Reduce the expense in FY13-14 by the cost of the pickup truck replacement for the Electric Dept which will be delayed until a future year. |
| Solid Waste | \$216,046 | Carry Over | The sanitation building was not complete by the end of FY12-13 and there will be additional |

AGENDA ITEM NO. _____

| | | | |
|-----------------------|-------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | expenses in FY13-14. |
| Solid Waste | \$11,950 | Carry Over | Purchase of dumpsters which were ordered in FY12-13 but not received until FY13-14. |
| Water | \$6,805 | Carry Over | Complete the seeding portion of the Lt. Childers/Duggleby area project which was not finished in FY12-13. |
| Water | \$15,000 | Carry Over | Carry over the remaining costs on the West Strip Waterline project which will be finished in FY13-14 |
| Electric | \$4,000 | Carry Over | Complete the AutoCAD project which was budgeted for FY12-13 but not completed until FY13-14 |
| Electric | \$62,364 | Carry Over | Complete Phase I of the Olive Glenn subdivision cable project which was not finished in FY12-13. |
| Electric | (\$19,264) | Adjustment | Reduce the expense in FY13-14 for the Newton Ave and Heart Mountain St projects which will be delayed until a future year. |
| Electric | (\$42,183) | Adjustment | Reduce the payroll expense in FY13-14 for the reclassification of the vacant positions to apprentice level instead of journeyman level. |
| Electric | (\$56,346) | Adjustment | Reduce the expense in FY13-14 for the Beacon Hill project which will be split into 4 phases instead of 2 over FY13-14 through FY16-17 |
| Electric | (\$5,000) | Adjustment | Remove the Mountain Spirit transformer from the Electric budget in FY13-14. This cost will be included as part of the pass through grant once it is approved. |
| Electric | (\$13,381) | Adjustment | Reduce the Vehicle Replacement allocation by the additional contribution amount for the pickup truck replacement which will be delayed until a future year. |
| Electric | (\$31,000) | Adjustment | Reduce the number of commercial Itron meters to be purchased in FY13-14. |
| Electric | \$2,400 | Adjustment | Increase FY13-14 budget for educational costs for the apprentice lineman positions |
| Pass Thru Grants | \$417,078 | Carry Over | Increase the FY13-14 expense budget by the remaining cost on the Wyoming Authentic Products Grant which was not completed in FY12-13 |
| Pass Thru Grants | \$100,000 | Carry Over | Increase the FY13-14 budget to include the full cost of the Cody Labs project which did not start in FY12-13 as originally projected |
| Pass Thru Grants | (\$114,748) | Adjustment | Decrease the FY13-14 budget for the Stampede Grant to the actual amount of remaining expenses. |
| Community Development | \$2,459 | Carry Over | Increase the FY13-14 expense by the remaining cost on the master plan contract which will occur in FY13-14 |

AGENDA ITEM NO. _____

Revenues:

| | | | |
|-----------------------|------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recreation Center | (\$1,070) | Adjustment | Reduce the amount of revenue in FY13-14 for the WY Arts Council grant which was awarded for less than originally budgeted. |
| Streets | \$13,100 | Adjustment | Increase the FY13-14 revenue by the amount which will be received from the Storm Sewer grant in this FY |
| Streets | \$13,047 | Adjustment | Increase the Public Works miscellaneous revenue for FY13-14 for the reimbursement from Shoshone Municipal Pipeline for their parking lot project. |
| Pass Thru Grants | (\$78,860) | Adjustment | Reduce the FY13-14 budget for the Stampede project for the remaining contributions that will be received. |
| Pass Thru Grants | \$772,159 | Adjustment | Increase the FY13-14 revenue by the amount which will be received from the WY Authentic Products grant in this FY |
| Pass Thru Grants | \$100,000 | Adjustment | Increase the FY13-14 budget to include the full reimbursement of the Cody Labs project which did not start in FY12-13 as originally projected. |
| Pass Thru Grants | \$121,698 | Adjustment | Increase the FY13-14 revenue by the amount which will be received from the Stampede grant in this FY |
| Community Development | \$50,000 | Adjustment | Increase the FY13-14 revenue by the amount which will be received from the Safe Routes to School grant in this FY |
| Community Development | \$1,968 | Adjustment | Increase the FY13-14 revenue by the amount which will be received from the Master Plan grant in this FY |
| Vehicle Replacement | (\$13,181) | Adjustment | Reduce the revenue in FY13-14 by the additional contribution for the pickup truck replacement for the Electric Dept which will be delayed until a future year. |
| Water | \$93,496 | Adjustment | Increase the FY13-14 revenue by the amount which will be received from the West Strip Waterline grant in this FY |
| Electric | \$96,428 | Adjustment | Increase the FY13-14 revenue by the amount which will be received from the Olive Glenn cable grant in this FY. |

FISCAL IMPACT

General Fund – this fund will reflect an increase in revenue of \$992,042 and an increase in expenses of \$467,213, resulting in a net increase to projected year end unrestricted cash of \$524,829.

Vehicle Replacement Fund – this fund will reflect a decrease in revenue of \$13,381 and a decrease in expenses of \$33,000, resulting in a net increase to projected year end unrestricted cash of \$19,619.

Public Improvements Fund – this fund will reflect an increase in expenses of \$2,660, resulting in a decrease to projected year end unrestricted cash of \$2,660

AGENDA ITEM NO. _____

Solid Waste Fund – this fund will reflect an increase in expenses of \$227,996, resulting in a decrease to projected year end unrestricted cash of \$227,996.

Water Fund – this fund will reflect an increase in revenue of \$93,496 and an increase in expenses of \$21,805, resulting in a net increase to projected year end unrestricted cash of \$71,691.

Electric Fund – this fund will reflect an increase in revenue of \$96,428 and a decrease in expenses of \$98,410, resulting in a net increase to projected year end unrestricted cash of \$194,838.

Overall, the City’s projected unrestricted ending cash will increase \$580,321 due to the proposed budget amendments.

ALTERNATIVES

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

ATTACHMENTS

1. Cash Flow Summary Analysis by Fund
2. Resolution 2013-14

AGENDA & SUMMARY REPORT TO:

1. None

RESOLUTION 2013-14

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2013-2014

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2013-2014 was duly adopted by the City of Cody with Ordinance No 2013-14 on June 18, 2013 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, the following action was authorized by the City of Cody Council:

| | Adopted Budget | Proposed Amendment | Amended Budget |
|--------------------------|----------------------|---------------------|----------------------|
| REVENUES | | | |
| General Fund | \$ 13,921,029 | \$ 992,042 | \$ 14,913,071 |
| Vehicle Replacement Fund | \$ 706,071 | \$ (13,381) | \$ 692,690 |
| Lodging Tax Fund | \$ 97,421 | \$ - | \$ 97,421 |
| Public Improvements Fund | \$ 1,107 | \$ - | \$ 1,107 |
| Solid Waste Fund | \$ 2,610,368 | \$ - | \$ 2,610,368 |
| Water Fund | \$ 3,096,601 | \$ 93,496 | \$ 3,190,097 |
| Wastewater Fund | \$ 1,473,802 | \$ - | \$ 1,473,802 |
| Electric Fund | \$ 11,672,886 | \$ 96,428 | \$ 11,769,314 |
| TOTAL | \$ 33,579,285 | \$ 1,168,585 | \$ 34,747,870 |
| EXPENSES | | | |
| Mayor - Council | \$ 454,802 | \$ - | \$ 454,802 |
| City Administrator | \$ 149,353 | \$ - | \$ 149,353 |
| Administrative Services | \$ 1,397,144 | \$ - | \$ 1,397,144 |
| Pass Through Grants | \$ 2,711,286 | \$ 402,330 | \$ 3,113,616 |
| Police | \$ 2,775,083 | \$ 7,388 | \$ 2,782,471 |
| Parks Maintenance | \$ 777,269 | \$ - | \$ 777,269 |
| Public Facilities | \$ 514,266 | \$ - | \$ 514,266 |
| Recreation Center | \$ 1,127,489 | \$ (631) | \$ 1,126,858 |
| Aquatics | \$ 717,628 | \$ - | \$ 717,628 |
| Community Development | \$ 572,867 | \$ 2,459 | \$ 575,326 |
| Streets | \$ 2,462,522 | \$ 55,667 | \$ 2,518,189 |
| Vehicle Maintenance | \$ 247,004 | \$ - | \$ 247,004 |
| Vehicle Replacement | \$ 300,000 | \$ (33,000) | \$ 267,000 |
| Lodging Tax | \$ 108,337 | \$ - | \$ 108,337 |
| Public Improvements | \$ - | \$ 2,660 | \$ 2,660 |
| Solid Waste Fund | \$ 2,285,225 | \$ 227,996 | \$ 2,513,221 |
| Water Fund | \$ 3,043,155 | \$ 21,805 | \$ 3,064,960 |
| Wastewater Fund | \$ 1,867,556 | \$ - | \$ 1,867,556 |
| Electric Fund | \$ 12,241,812 | \$ (98,410) | \$ 12,143,402 |
| TOTAL | \$ 33,752,799 | \$ 588,264 | \$ 34,341,063 |

| | | | |
|-------------------------------------------------------|--------------|------------|--------------|
| Projected Total Ending Unrestricted Cash at June 30th | \$ 8,478,181 | \$ 580,321 | \$ 9,058,502 |
|-------------------------------------------------------|--------------|------------|--------------|

PASSED, APPROVED AND ADOPTED THE 6th day of August 2013

Nancy Tia-Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

Budget Amendment Cash Flow Analysis.xlsx Fund Summary

| | Adopted Budget | Proposed Amendment | Amended Budget |
|--------------------------------------------|----------------|--------------------|----------------|
| GENERAL FUND | | | |
| Revenue | \$ 13,921,029 | \$ 992,042 | \$ 14,913,071 |
| Expenses | | | |
| Mayor - Council | \$ 454,802 | | \$ 454,802 |
| City Administrator | \$ 149,353 | | \$ 149,353 |
| Administrative Services | \$ 1,397,144 | | \$ 1,397,144 |
| Pass Through Grants | \$ 2,711,286 | \$ 402,330 | \$ 3,113,616 |
| Police | \$ 2,775,083 | \$ 7,388 | \$ 2,782,471 |
| Parks Maintenance | \$ 777,269 | | \$ 777,269 |
| Public Facilities | \$ 514,266 | | \$ 514,266 |
| Recreation Center | \$ 1,127,489 | \$ (631) | \$ 1,126,858 |
| Aquatics | \$ 717,628 | | \$ 717,628 |
| Community Development | \$ 572,867 | \$ 2,459 | \$ 575,326 |
| Streets | \$ 2,462,522 | \$ 55,667 | \$ 2,518,189 |
| Vehicle Maintenance | \$ 247,004 | | \$ 247,004 |
| Projected Ending Unrestricted Cash June 30 | \$ 2,184,535 | \$ 524,829 | \$ 2,709,364 |
| VEHICLE REPLACEMENT FUND | | | |
| Revenue | \$ 706,071 | \$ (13,381) | \$ 692,690 |
| Expenses | \$ 300,000 | \$ (33,000) | \$ 267,000 |
| Projected Ending Unrestricted Cash June 30 | \$ 2,413,738 | \$ 19,619 | \$ 2,433,357 |
| LODGING TAX FUND | | | |
| Revenue | \$ 97,421 | | \$ 97,421 |
| Expense | \$ 108,337 | | \$ 108,337 |
| Projected Ending Unrestricted Cash June 30 | \$ 6,664 | \$ - | \$ 6,664 |
| PUBLIC IMPROVEMENTS FUND | | | |
| Revenue | \$ 1,107 | | \$ 1,107 |
| Expenses | \$ - | \$ 2,660 | \$ 2,660 |
| Projected Ending Unrestricted Cash June 30 | \$ 183,493 | \$ (2,660) | \$ 180,833 |
| SOLID WASTE FUND | | | |
| Revenue | \$ 2,610,368 | | \$ 2,610,368 |
| Expenses | \$ 2,285,225 | \$ 227,996 | \$ 2,513,221 |
| Projected Ending Unrestricted Cash June 30 | \$ 1,663,303 | \$ (227,996) | \$ 1,435,307 |
| WATER FUND | | | |
| Revenue | \$ 3,096,601 | \$ 93,496 | \$ 3,190,097 |
| Expenses | \$ 3,043,155 | \$ 21,805 | \$ 3,064,960 |
| Projected Ending Unrestricted Cash June 30 | \$ 1,153,322 | \$ 71,691 | \$ 1,225,013 |
| WASTEWATER FUND | | | |
| Revenue | \$ 1,473,802 | | \$ 1,473,802 |
| Expense | \$ 1,867,556 | | \$ 1,867,556 |
| Projected Ending Unrestricted Cash June 30 | \$ 982,913 | \$ - | \$ 982,913 |
| ELECTRIC FUND | | | |
| Revenue | \$ 11,672,886 | \$ 96,428 | \$ 11,769,314 |
| Expenses | \$ 12,241,812 | \$ (98,410) | \$ 12,143,402 |
| Projected Ending Unrestricted Cash June 30 | \$ (109,787) | \$ 194,838 | \$ 85,051 |
| Projected Ending Unrestricted Cash June 30 | \$ 8,478,181 | \$ 580,321 | \$ 9,058,502 |

ORDINANCE 2013-16

AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-FOOT WIDE ALLEY ALONG THE SOUTH BOUNDARY OF LOTS 21, 22 AND 23 OF BROWN'S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO DENNIS AND ELIZABETH DANZIK.

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

WHEREAS, Dennis and Elizabeth Danzik submitted an application to vacate a 10-foot wide alley lying along the south boundary of Lots 21, 22 and 23 of Brown's Second Addition Subdivision;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise on July 15, 2013, and mailed to owners of property within 300 feet of the land proposed to be vacated on July 12 and 15, 2013;

WHEREAS, a public hearing was held on August 6, 2013 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested vacation;

WHEREAS, the Planning and Zoning Board at their July 23, 2013 meeting considered the request and recommended that the City Council vacate the alley as requested;

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public to vacate and abandon the 10-foot wide alley lying along the south boundary of Lots 21, 22 and 23 of Brown's Second Addition Subdivision, and to convey the same to Dennis and Elizabeth Danzik;

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

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

1. The 10-foot wide alley lying along the south boundary of Lots 21, 22 and 23 of Brown's Second Addition is hereby vacated and abandoned by the City of Cody, Wyoming and is hereby conveyed to the adjacent property owners, Dennis and Elizabeth Danzik.
2. The Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the above-described real property to Dennis and Elizabeth Danzik.

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING _____

Nancy Tia Brown, Mayor

ATTEST:

Cindy Baker, Administrative Services Director