

## City Council Meeting Agenda

**Date:** 07-14-11  
**Time:** 4:15 p.m.  
**Location:** City Hall Council Chambers

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

Meeting Called to Order  
Agenda Review and Approval

1. Consent Calendar

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

- a. Approval of Minutes: Special Meeting Minutes on 6/30/11, and Regular Meeting Minutes on 7/5/2011.
  - b. Approval of vouchers and payroll in the amount of \$1,747,552.81.
  - c. Authorize the Mayor to sign a Wyoming Arts Council Grant Award Agreement between the Wyoming Arts Council and the City of Cody in the amount of \$750.00 for the summer Concerts in the Park
  - d. Award Bid 2011-08 for a new nine wheel Pneumatic Tired Roller to Titan Machinery in the amount of \$58,764.74.
  - e. Authorize the Mayor to sign a SESAC Performance License agreement between SESAC LLC and the City of Cody in the amount of \$296.00.
  - f. Authorize the issuance of an “open container” permit to Nan Koehler for Beck Lake Park on Friday, August 12, 2011.
- Discuss selling City property.
    - Cindy Baker, Administrative Services Officer
    - Scott Kolpitcke, City Attorney
  - Staff and Council Updates.
  - Meeting Reminders:
    - Thursday, July 28, 2011 – Council Work session 4:15 p.m. City Council Chambers
    - Tuesday, August 2, 2011 – Regular Council Meeting 7 p.m. City Council Chambers (pre-meeting at 6:30 p.m.)
    - Thursday, August 11, 2011 – Council Work session 4:15 p.m. City Council Chambers

Time Adjourned: \_\_\_\_\_

**City of Cody**  
**Council Proceedings**  
**Thursday, June 30, 2011**

A special meeting of the Cody City Council was held in Council Chambers of City Hall in Cody, Wyoming on Thursday, June 30, 2011 at 4:15 p.m.

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

Absent: None

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

The Governing Body discussed a request from Greg Pendley in reference to being allowed to park the Trolley on the public right-of-way on July 15<sup>th</sup>. Council Member Cloud made a motion seconded by Council Member Edwards to allow Greg Pendley to park the Cody Trolley on the north end of 12<sup>th</sup> street on July 15<sup>th</sup> from 12:15 – 1:00 p.m. and 2:15 – 3:00 p.m. Vote was unanimous.

The Governing Body discussed law changes regarding DWUI's and mandatory blood testing for DWUI offenders. Staff was given direction to proceed with drafting an ordinance and provide the Municipal Judge with a fax machine.

The Governing Body reviewed the Council Agenda for July 5, 2011. No action was taken.

Council Member Fritz requested another Council Member be appointed to replace him on the Airport Board. Staff was directed to add this item to the July 5<sup>th</sup> meeting.

In other Council updates, Council Member Cloud reported on the Big Horn Basin Transportation Authority meeting and Steve Miller on the Shoshone Municipal Pipeline relocation of the transmission line. Mayor Brown reported vouchers were delivered to the sponsors of the Topsy Taxi program.

Council Member Miller made a motion seconded by Council Member Wolz to enter into an Executive Session pursuant to Wyoming State Statute 16-4-405 at 5:40 p.m. to discuss a personnel matter. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Fritz to exit out of the Executive Session at 6:25 p.m. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to approve the terms and considerations as recommended by the City Administrator regarding a personnel matter as discussed in executive session on June 30, 2011. Those voting in favor were Council Members Fritz, Wolz, Cloud, Anderson and Mayor Brown. Those opposed were Council Members Miller and Edwards. Motion carried.

Council Member Miller made a motion seconded by Council Member Fritz to enter into an Executive Session pursuant to Wyoming State Statute 16-4-405 at 6:31 p.m. to discuss a personnel matter. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Fritz to exit out of the Executive Session at 8:15p.m. Vote was unanimous.

There being no further business to discuss, the Mayor Brown adjourned the meeting at 8:16 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 5, 2011**

A regular meeting of the Cody City Council was held in Council Chambers of City Hall in Cody, Wyoming on Tuesday, July 5, 2011 at 7:00 p.m.

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

Absent: None

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

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

Mayor Brown read the Proclamation proclaiming the Month of July as National Recreation and Parks Month.

Mayor Brown and Rick Manchester, Parks, Recreation and Facilities Director recognized Dan Haman, Chair of the Park County Parks and Recreation Board; Scott Aune, Chair of the Shoshone Recreation District and Doyle Stout, Recreation Supervisor for their efforts and contributions in obtaining a new City Park Sound System.

During Public Comments Council Member Wolz sent out an appeal to citizens to pick up and remove all yard sale signs after sale, in order to alleviate further consequences that could result if signs remain.

Council Member Miller made a motion seconded by Council Member Cloud to approve the consent calendar including approval of Special Meeting Minutes on 6/16/11, and Regular Meeting Minutes on 6/21/2011, approval of Regular Meeting Minutes on 12/21/2010 previously approved as 12/12/2010 at the January 4, 2011 meeting, approval of vouchers and payroll in the amount of \$725,718.60, approve a request from Relay for Life to place (and remove) purple ribbons on light poles on Sheridan Avenue from July 6<sup>th</sup> through July 9<sup>th</sup> as part of "Paint your Town Purple" in support of cancer, approve a request from the Cody Soroptimist's for the 3<sup>rd</sup> Annual Run for Hope to be held on Saturday, October 1, 2011 at 10:00 a.m., authorize the Cody Police Department to assist with traffic control during the event, and require proof of insurance with the City of Cody listed as an additional insured party, approve a request from West Park Hospital and the Park County Animal Shelter to close a variety of City streets on August 27, 2011 beginning at 8:00 a.m. for a Tails to Trails 5K Fitness Run/Walk event conditional that the event hosts' must work closely with City Staff to ensure traffic flow and safety of the route proposed, and West Park Hospital must provide proof of liability insurance with the City listed as an additional insured, approve and authorize the Mayor to sign a Grant to Organization (GTO) grant Award Agreement between the Wyoming Arts Council and the City of Cody in the amount of \$4,581.00 for the summer Concerts in the Park, declare a 1990 Ford Escort as a surplus vehicle and direct staff to proceed with donating said vehicle to the Cody Volunteer Fire Department for training

purposes, authorize the Mayor to sign a contract between the City of Cody and Schnackenberg Painting in the amount of \$24,725.00, noting payment will be made by Shoshone Recreation District, contingent upon City Attorney's review of contract. approve the revised City of Cody Financial Management Policy, award and authorize the Mayor to sign a professional service contract to Engineering Associates in the amount of \$18,935 for the Design, Bid and Construction Observation and Administration duties associated with the Cougar Avenue reconstruction project, authorize the Mayor to sign three cancellation request/policy release forms to terminate the City of Cody's current property insurance with Hoiness LaBar, effective July 1, 2011. Vote was unanimous.

Council Member Cloud made a motion seconded by Council Member Miller to adjusting the charges associated with water usage billed January 31, 2011 for 1025 Cody Avenue to reflect the average of 4,000 gallons. Vote was Unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve a request from Wyoming's Rib and Chop House to change location of the dispensing room from a 5.5' x 10' room in the back of the building to a 13' x 21.5' room on the west side of the building, contingent upon completion of the expansion as proposed. Vote was unanimous.

In Council updates, Council Member Cloud thanked City Staff and Parade Committee for the efforts in the Fourth of July events. Council Member Miller relayed citizens' comments on the new audio/video equipment. Mayor Brown mentioned the Relay for Life event on July 9<sup>th</sup> and shared a letter of commendation the local services of Cody from David and Dahlia Witcher

There being no further business to come before the Governing Body, Mayor Brown adjourned the meeting at 7:56 pm.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
127557	A & I DISTRIBUTORS	2053652	OIL	06/15/2011	549.45			HYD. 46
			OIL, HYDRAULIC		410.85			
			ENVIRON. & DELIVERY SURCHARGE		3.95			
Total 127557					964.25	.00		
200	A-1 ELECTRIC	01512	AEROMIX REPAIR	06/30/2011	73.00			
Total 200					73.00	.00		
2390	ACE HARDWARE	209651	TOOLS	06/16/2011	65.99			
		209698	PARTS	06/16/2011	4.07			
		209794	SUPPLIES	06/17/2011	1.30			
		209812	SUPPLIES	06/18/2011	19.49			
		209909	IRRIGATION SUPPLIES	06/20/2011	5.08			
		209940	PARTS	06/20/2011	6.49			
		209960	SUPPLIES	06/20/2011	39.47			
		210006	LANDSCAPE SUPPLIES	06/21/2011	11.99			
		210076	SUPPLIES	06/21/2011	9.48			
		210135	SUPPLIES	06/22/2011	50.96			
		210154	SUPPLIES	06/22/2011	27.40			
		210164	LANDSCAPE SUPPLIES	06/22/2011	44.91			
		210174	PAINT	06/22/2011	19.47			
		210180	LANDSCAPE SUPPLIES	06/22/2011	29.94			
		210256	LANDSCAPE SUPPLIES	06/23/2011	38.97			
		210276	SUPPLIES	06/23/2011	8.57			
		210341	SUPPLIES	06/24/2011	10.49			
		210355	ANNIVERSARY PARTY	06/24/2011	78.96			
		210379	PAINT MACHINE PARTS	06/24/2011	4.47			
		210571	WHEELS FOR BBQ	06/27/2011	16.98			
		210668	SUPPLIES	06/28/2011	8.76			
		210694	HANG LOCK BOX AT CITY HALL	06/28/2011	6.93			
		210768	HOSE CLAMPS - RAW WATER	06/29/2011	37.82			
		210782	PAINT SUPPLIES	06/29/2011	3.87			
		210814	SUPPLIES	06/29/2011	7.49			
		210832	SPIGOT	06/29/2011	6.99			
		210921	SUPPLIES	06/30/2011	5.79			
		210946	A/C IN COUNCIL CHAMBERS	06/30/2011	17.98			
		210954	SUPPLIES	07/01/2011	25.98			
		211005	SUPPLIES	07/01/2011	18.15			
		211008	SUPPLIES	07/01/2011	3.50			
		211128	BATTERIES FOR LASER LEVEL	07/05/2011	22.98			
		211394	METER REPAIR	07/07/2011	46.47			
		211405	SUPPLIES	07/07/2011	2.48			
		211408	SUPPLIES / CREDIT	07/07/2011	.20			
Total 2390					709.47	.00		
270	ACKER ELECTRIC	26382	INSTALL NEW HOTSY	06/06/2011	468.33			
Total 270					468.33	.00		
450	ALDRICH LUMBER CO	434577	SEALANT	06/15/2011	9.78			
		434865	SUPPLIES	06/20/2011	9.45			
		434940	SUPPLIES	06/21/2011	2.78			
		434951	SUPPLIES	06/21/2011	19.99			
		434969	TAPE MEASURE	06/21/2011	15.89			
		435309	SEAL WINDOWS	06/27/2011	63.61			
		435435	PAINT SUPPLIES	06/28/2011	3.99			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
		435493	SUPPLIES	06/29/2011	59.46			
		435585	SUPPLIES	06/30/2011	183.62			
		435586	TAPE FOR SAND BAGS	06/30/2011	7.99			
		435648	BIT HOLDER	07/01/2011	5.30			
	Total 450				381.86	.00		
129073	ALLIED PRODUCTS	0116243-IN	FLAGS (60)	06/27/2011	1,047.60			
	Total 129073				1,047.60	.00		
410	AL'S APPLIANCE	720636	WASHER REPAIR - REC CENTER	06/20/2011	292.15			
	Total 410				292.15	.00		
126551	ALSCO	744847	RUGS - CITY HALL	06/21/2011	45.95			
		745987	TOWELS	06/24/2011	93.04			
		747847	TOWELS	07/01/2011	29.53			
		748642	RUGS - CITY HALL	07/05/2011	45.95			
		748643	RUGS - AUDITORIUM	07/05/2011	159.43			
	Total 126551				373.90	.00		
515	ALTEC INDUSTRIES	9774883	DECAL FOR BUCKET TRUCK	06/17/2011	9.55			
	Total 515				9.55	.00		
550	AMERICAN FAMILY LIFE ASSUR	704646	AFLAC PREMIUM	06/29/2011	1,769.75	1,769.75	07/08/2011	
	Total 550				1,769.75	1,769.75		
610	AMERICAN PUBLIC POWER ASE	199876COR	APPA DUES - 1 YR (START 8/1/11) ADJ TO PAY IN CORRECT FISCAL YR	06/01/2011	2,212.69			
					2,212.69	-		
	Total 610				.00	.00		
128859	AMERICAN RED CROSS	15559	CPR CLASSES	06/20/2011	448.00			
	Total 128859				448.00	.00		
128592	AMERICAN WELDING & GAS, IN	01245273	TOOLS	04/11/2011	58.47			
		01331012	CO2	06/22/2011	66.84			
		01334615	CO2	06/27/2011	39.42			
		01335885	RAW WATER REPAIRS	06/28/2011	33.01			
		01337118	RAW WATER REPAIRS	06/29/2011	33.01			
		01341191	SUPPLIES	06/30/2011	29.70			
		01341192	CYLINDER RENTAL	06/30/2011	9.90			
		01341193	CO2	06/30/2011	99.00			
		01341194	SUPPLIES	06/30/2011	49.50			
		01341195	CYLINDER RENTAL	06/30/2011	19.80			
		01352924	SUPPLIES	07/06/2011	23.90			
		01353890	SUPPLIES	07/07/2011	66.98			
	Total 128592				529.53	.00		
127716	ATCO INTERNATIONAL	I0314905	STAINLESS STEEL CLEANER	07/01/2011	789.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 127716					789.00	.00		
972	BARN FEED AND PET	212510	DOG FOOD -ABBY	06/29/2011	35.09			
		212591	DOG FOOD - ABBY	06/30/2011	44.08			
Total 972					79.17	.00		
1010	BEAR CO, INC	157138	TIRES FOR B20	06/08/2011	346.24			
		157522	TIRES FOR A105	06/22/2011	328.00			
		157792	TIRES	07/01/2011	315.00			
Total 1010					989.24	.00		
126374	BENTLEY SYSTEMS INC	47393292	SOFTWARE SUBSCRIPTION	06/12/2011	2,405.00			
Total 126374					2,405.00	.00		
1140	BIG HORN CARPET ONE	CG100544	BATHROOM FLOORING FOR ADA PRC	06/06/2011	765.28			
Total 1140					765.28	.00		
123189	BIG HORN HORTICULTURAL SE	229063	MOSQUITO CONTROL	06/27/2011	2,493.30			
Total 123189					2,493.30	.00		
1210	BIG HORN WHOLESALE	130827	SUPPLIES	06/24/2011	75.82			
		130892	CLEANING SUPPLIES	06/29/2011	760.20			
		130893	CLEANING SUPPLIES	06/30/2011	379.10			
		130989	CLEANING SUPPLIES	07/01/2011	92.12			
		131070	SUPPLIES	07/06/2011	441.69			
Total 1210					1,748.93	.00		
1320	BLANKENSHIP QUALITY CONCF	149	CONCRETE	06/06/2011	5,995.83			
			CONCRETE		468.24			
			CONCRETE		2,560.00			
Total 1320					9,024.07	.00		
129078	BLAYLOCK, TIM	17530412	EQUAL PAY SETTLEMENT	07/08/2011	279.94			
Total 129078					279.94	.00		
1590	BLOEDORN LUMBER	2188732	SEAL WINDOWS	06/27/2011	7.58			
		2188847	PAINTING SUPPLIES	06/29/2011	3.99			
Total 1590					11.57	.00		
128267	BOOT BARN, INC	092347	UNIFORMS	06/29/2011	94.99			
Total 128267					94.99	.00		
1420	BORDER STATES INDUSTRIES I	902579056	TOOLS	07/01/2011	704.15			
Total 1420					704.15	.00		
129075	BRB PLUMBING AND HEATING I	733	BALLFIELD RESTROOMS	06/14/2011	814.21			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 129075					814.21	.00		
123538	BRESNAN COMMUNICATIONS	81511-MNTK	MENTOCK PARK SECURITY	06/15/2011	60.15			
		061511-REC	REC CENTER- CABLE	06/15/2011	46.94			
		062811-REC	INTERNET - REC CENTER	06/28/2011	65.15			
		70211-SHOP	INTERNET - SHOP	07/02/2011	150.15			
Total 123538					322.39	.00		
1510	BRODY CHEMICAL	281957	WINDOW WASH CONCENTRATE	06/21/2011	474.49			
Total 1510					474.49	.00		
1690	C & C WELDING	13431	REPAIR ARMS ON GARBAGE TRUCKS	06/20/2011	901.00			
		13500	SUPPLIES	07/06/2011	22.00			
Total 1690					923.00	.00		
10200	CARQUEST AUTO PARTS	2874-164217	REPAIR PARTS	06/01/2011	256.69			
		2874-164218	REPAIR PARTS	06/01/2011	8.93			
		2874-164301	FUEL INJ. KIT - TOOLS	06/02/2011	112.00			
		2874-164307	REPAIR PARTS	06/02/2011	27.07			
		2874-164352	REPAIR PARTS	06/02/2011	23.00			
		2874-164358	REPAIR PARTS	06/02/2011	13.34			
		2874-164441	REPAIR PARTS	06/30/2011	10.48			
		2874-164630	REPAIR PARTS	06/06/2011	6.14			
		2874-164736	REPAIR PARTS	06/07/2011	9.68			
		2874-164755	REPAIR PARTS	06/07/2011	13.77			
		2874-164837	REPAIR PARTS	06/08/2011	4.05			
		2874-165072	REPAIR PARTS	06/10/2011	27.28			
		2874-165254	REPAIR PARTS	06/13/2011	5.33			
		2874-165269	filter, oil	06/13/2011	5.33			85607
			filter, air		17.25			88522
			filter, air		26.20			87321
			filter, oil		4.05			85372
			filter, oil		3.75			85040
			filter, oil		3.96			85085
			filter, air		8.48			87389
			filter, oil		3.63			85515
			filter, oil		7.48			84182
			filter, oil		3.82			85268
			filter, oil		8.88			85522
			filter, oil		4.05			85372
			filter, oil		3.75			85040
			filter, oil		9.14			84750
			filter, air		31.62			88744
		2874-165298	REPAIR PARTS	06/13/2011	3.63			
		2874-165413	BIT	06/14/2011	3.99			
		2874-165751	REPAIR PARTS	06/17/2011	6.14			
		2874-165899	REPAIR PARTS	06/20/2011	6.33			
		2874-165938	EQUIPMENT REPAIR	06/20/2011	17.85			
		2874-166548	filter, oil	06/27/2011	24.80			84140
			filter, oil		3.58			85515
			filter, oil		3.90			85085
			filter, oil/6		32.84			85748XD
			filter, oil		11.45			84215
			filter, oil		3.99			85372
			filter, oil		4.37			85522



Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
			filter, oil		3.69			85060
		2874-166610	REPAIR PARTS	06/27/2011	4.41			
		2874-166824	REPAIR PARTS	06/29/2011	42.13			
		2874-166858	REPAIR PARTS	06/29/2011	8.80			
Total	10200				841.05	.00		
2050	CAT'S WEST UPHOLSTERY	007718	TRUCK SEAT RECOVER	06/15/2011	185.00			
			TRUCK SEAT RECOVER		185.00			
Total	2050				370.00	.00		
2155	CHIEF SUPPLY	409647	UNIFORM ALLOWANCE C06	06/21/2011	103.56			
		410341	UNIFORMS	06/24/2011	64.66			
		410594	UNIFORMS	06/27/2011	71.65			
		CM096375	CREDIT MEMO FOR RETURNS	06/30/2011	154.97			
Total	2155				84.90	.00		
128762	CHS CHEERLEADING CLUB	063011	CHS CHEERLEADING CAMP	06/30/2011	294.00			
Total	128762				294.00	.00		
2260	CITY OF CODY	063011	UTILITIES	06/30/2011	83.10			
			UTILITIES		216.70			
			UTILITIES		641.05			
			UTILITIES		287.71			
			UTILITIES		79.02			
		070811	UTILITIES	07/08/2011	1,256.00			
			UTILITIES		100.49			
			UTILITIES		125.62			
			UTILITIES		178.92			
			UTILITIES		14,982.11			
			UTILITIES		42.90			
Total	2260				17,993.62	.00		
2261	CITY OF CODY	063011	PETTY CASH - PURCHASE POWER	06/30/2011	38.14			
			PETTY CASH - WALMART		17.66			
			PETTY CASH - FAMILY DOLLAR STORI		8.00			
			PETTY CASH - CASH SHORT		3.87			
Total	2261				67.67	.00		
127400	CITY OF CODY	063011	PETTY CASH PD - TOBACCO COMPLI/	06/30/2011	4.63			
			PETTY CASH PD - TOBACCO COMPLI/		4.94			
			PETTY CASH PD - ENVELOPES		5.16			
			PETTY CASH PD - MEALS REIMBURSE		5.95			
Total	127400				20.68	.00		
2290	CLARK SAFETY/LOSS CONTROL	4473	UNIFORMS	06/30/2011	2,206.63			
Total	2290				2,206.63	.00		
128129	CLOUD, CHARLES	062911	MILEAGE REIMBURSEMENT	06/29/2011	92.31			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 128129				92.31	.00		
129079	CODY CAB	070711	TIPSY TAXI VOUCHERS	07/07/2011	189.00			
	Total 129079				189.00	.00		
2550	CODY COUNTRY PRINTING	1544	ACCIDENT INFO EXCHG FORMS	06/27/2011	473.50			
	Total 2550				473.50	.00		
2590	CODY ENTERPRISE	063011	ADVERTISING ADVERTISING	06/30/2011	5,963.84 88.40			
	Total 2590				6,052.24	.00		
2850	CODY WINNELSON COMPANY	109938-00	GATE VALVE - RV DUMP	06/17/2011	8.96			
		109975-00	IRRIGATION SUPPLIES	06/20/2011	188.01			
		110036-00	IRRIGATION SUPPLIES	06/21/2011	9.73			
		110248-00	COUPLINGS - PVC	06/28/2011	15.96			
	Total 2850				222.66	.00		
129080	COMEAX, DAVID	17083040	EQUAL PAY SETTLEMENT	07/08/2011	213.52			
	Total 129080				213.52	.00		
3140	COPENHAVER KATH KITCHEN P	070111	LEGAL SERVICES	07/01/2011	6,091.67			
	Total 3140				6,091.67	.00		
126781	COPQUEST.COM	237369	UNIFORMS	06/27/2011	207.42			
	Total 126781				207.42	.00		
124245	CPS DISTRIBUTORS INC	1455140-00	IRRIGATION SUPPLIES	06/21/2011	319.25			
		1459007-00	IRRIGATION SUPPLIES	06/27/2011	340.12			
	Total 124245				659.37	.00		
3300	CRUM ELECTRIC	1242689-00	SUPPLIES	06/27/2011	89.14			
		1242879-00	NEW SERVICE	06/27/2011	2.50			
		1244057-00	NEW SERVICE	06/30/2011	30.55			
		1245106-00	SUPPLIES SAFETY SUPPLIES	07/06/2011	73.82 31.13			
	Total 3300				227.14	.00		
128930	CURLLESS, BARBARA	063011	MILEAGE REIMBURSEMENT	06/30/2011	18.66			
	Total 128930				18.66	.00		
124470	DIVISION OF VICTIM'S SERVICE	070511	CRIME VICTIM'S COMPENSATION - JU	07/05/2011	992.52			
	Total 124470				992.52	.00		
128152	DON F. SHREVE, JR. ESQ.	062911	PROFESSIONAL SERVICES	06/29/2011	1,145.36			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
					1,145.36	.00		
123442	EAGLE OF CODY	62211	CONCERTS IN THE PARK PRINTING	06/22/2011	219.00			
		62911	GUEST PASS CARDS	06/29/2011	234.00			
		70811	ENVELOPES	07/08/2011	2,195.00			
					2,648.00	.00		
2630	ENERGY WEST	062411	UTILITIES	06/24/2011	89.30			
		063011	UTILITIES - REC CENTER	06/30/2011	9,799.18			
					9,888.48	.00		
4210	FARM PLAN CORPORATION	602374	PARTS FOR EQUIPMENT	06/28/2011	102.68			
		606064	PARTS	07/01/2011	63.95			
		W08431	POWER STEERING ON LOADER	06/07/2011	243.60			
			POWER STEERING ON LOADER		3,389.89			
					3,800.12	.00		
126018	FASTENAL COMPANY 01WYCD\	WYCDY0063	Bolts	06/28/2011	17.24			
		/YCDY35510	Bolts	06/15/2011	1.18			
		/YCDY35560	Bolts	06/20/2011	7.09			
		/YCDY35580	EAR PLUGS	06/20/2011	84.30			
		/YCDY35737	NUTS & BOLTS	06/28/2011	68.08			
		/YCDY35743	WASHERS	06/28/2011	5.40			
		/YCDY35787	CREDIT FOR RETURN	06/29/2011	8.62 -			
		/YCDY35788	CREDIT FOR RETURN	06/29/2011	41.09 -			
					133.58	.00		
127653	FERGUSON WATERWORKS	0554308	HYDRANT REPAIR KITS	06/29/2011	402.00			
					402.00	.00		
127450	FORWARD CODY WYOMING, IN	070111	ELEUTIAN GRANT	07/01/2011	314,249.00			
					314,249.00	.00		
123014	GALLS, AN ARAMARK COMPAN'	1296584	UNIFORM	06/03/2011	150.24			
					150.24	.00		
124850	GENERATOR STARTER SHOP II	14164	STARTER FOR GARBAGE TRUCK	06/17/2011	363.25			
					363.25	.00		
125939	GOODYEAR PRINTING	5904	TIPSY TAXI VOUCHERS	06/28/2011	229.00			
					229.00	.00		
4780	HARRIS TRUCKING & CONST. C	121760	COUGAR AVE / OTHER PROJECTS	06/28/2011	48,454.81			
			COUGAR AVE / OTHER PROJECTS		5,480.99			
					53,935.80	.00		
4805	HASCO INDUSTRIAL SUPPLY	945237	UNIFORMS	06/28/2011	129.95			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 4805				129.95	.00		
124652	HEINRICH, LORI	062811	REIMBURSE MILEAGE	06/28/2011	179.01			
	Total 124652				179.01	.00		
5000	HOLIDAY INN	19529	CONTRACTORS BOARD	06/23/2011	152.23			
	Total 5000				152.23	.00		
5020	HOLM BLOUGH & COMPANY	2025	16TH ST STORM SEWER UPGRADE	06/28/2011	6,499.00			
	Total 5020				6,499.00	.00		
127605	HOUSEL LAW FIRM, LLC	2-1-062311	MUNICIPAL COURT JUDGE 5/13/11 - 6/	06/23/2011	139.50			
	Total 127605				139.50	.00		
126019	I STATE TRUCK CENTER	51087940:01	MOUNTING KIT FOR FENDERS	06/15/2011	230.00			
	Total 126019				230.00	.00		
5170	ICMA RETIREMENT-457-#303143	07/06/2011	EMPLOYEE CONTRIBUTIONS	07/11/2011	16,986.21	16,986.21	07/11/2011	
	Total 5170				16,986.21	16,986.21		
5175	INBERG-MILLER ENGINEERS	15420	COUGAR AVE	06/23/2011	895.50			
	Total 5175				895.50	.00		
128368	INFORMATION SYSTEMS CONS	0058075-IN	PHONE SYSTEM AGREEMENT	07/07/2011	1,498.55			
	Total 128368				1,498.55	.00		
5340	INTERMOUNTAIN SWEEPER CC	84735	SWITCH, BROOM TILT	06/27/2011	43.46			503838
			SWITCH, GUTTER BROOM		43.46			503842
			SWITCH, BROOM LIGHT		40.28			503846
			FREIGHT		9.00			
		84806	SWITCH, H/O WATER	06/30/2011	40.28			503850
			SWITCH, BROOM WATER		41.34			
			FREIGHT		9.00			
	Total 5340				226.82	.00		
126715	INTERSTATE BATTERIES -BILLII	47015371	BATTERY FOR EQUIPMENT	06/14/2011	98.95			
	Total 126715				98.95	.00		
5700	K-B COMMERCIAL PRODUCTS	2933436.001	CLEANING SUPPLIES	06/16/2011	56.67			
		2939155.001	CLEANING SUPPLIES	06/30/2011	200.96			
	Total 5700				257.63	.00		
126040	KEEGAN & WINSLOW LAW FIRM	070511	PROFESSIONAL FEES - JUNE 2011	07/05/2011	237.00			
	Total 126040				237.00	.00		
9029	KENCO SECURITY & TECHNOLC	895750	SECURITY MONIORING - SHOP	07/01/2011	47.25			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
			SECURITY MONIORING - SHOP		47.25			
Total 9029					94.50	.00		
5830	KOIS BROTHERS EQUIPMENT	90464	SEWER JET AIR FILTER	06/22/2011	976.12			
Total 5830					976.12	.00		
128575	KUCHEK, MARY	11083015	REFUND UTILITY DEPOSIT	07/05/2011	6.67			
Total 128575					6.67	.00		
127743	LEGEND COMMUNICATIONS OF	062811	ADVERTISING	06/28/2011	173.40			
		113810	ADVERTISING - 10 YR ANNIVERSARY	06/28/2011	300.00			
Total 127743					473.40	.00		
125191	LONG BUILDING TECH INC	VCE0054350	AHV#1 REPAIRS	06/21/2011	415.00			
		VCE0054421	REPAIR A/C - SENIOR CENTER	06/23/2011	275.00			
		VCE0054498	REPAIRS AHV#1	06/30/2011	215.00			
Total 125191					905.00	.00		
129051	LONG LOOP, INC	070111	FUEL	07/01/2011	456.68			
Total 129051					456.68	.00		
129081	MATTAR, TAMER F	2137032	REFUND UTILITY DEPOSIT	07/06/2011	61.46			
Total 129081					61.46	.00		
129074	M-B COMPANIES, INC	156038	SPRAY GUN NOZZLE	06/07/2011	1,162.73			
Total 129074					1,162.73	.00		
6390	MC CUMBER LOCKSMITH SHOF	2327	SPARE KEY FOR REC PICKUP	06/15/2011	2.62			
Total 6390					2.62	.00		
123069	MERCHANT JT&S	062911	EDUCATION EXPENSE	06/29/2011	650.00			
Total 123069					650.00	.00		
129082	MOERIKE, LARRY	17147510	EQUAL PAY SETTLEMENT	07/08/2011	788.82			
Total 129082					788.82	.00		
6930	MOUNTAIN WEST INC	021553	UNIFORMS	06/30/2011	58.00			
		021560	RUNNER'S STAMPEDE SHIRTS	07/01/2011	1,713.95			
		6222011	UNIFORMS	06/22/2011	165.65			
Total 6930					1,937.60	.00		
128948	NORCO, INC.	08296081	SUPPLIES	06/30/2011	10.54			
Total 128948					10.54	.00		
7340	NORTHERN GARDENS	051672	HERBICIDE	05/25/2011	749.50			
		058949	LANDSCAPE SUPPLIES	06/08/2011	44.70			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
		058960	LANDSCAPE SUPPLIES	06/07/2011	57.80			
		059737	LANDSCAPE SUPPLIES	06/15/2011	4.29			
		059996	LANDSCAPE SUPPLIES	06/02/2011	212.88			
		066071	LANDSCAPE SUPPLIES	06/20/2011	326.55			
	Total 7340				1,395.72	.00		
128494	O'REILLY AUTOMOTIVE, INC.	37261568650	BRAKES A105	04/06/2011	210.64			
	Total 128494				210.64	.00		
7670	PARK COUNTY	061711	FILING FEE TITLES	06/17/2011	18.00			
		062011	FILING FEE RIGHT OF WAY/EASEMEN	06/20/2011	29.00			
	Total 7670				47.00	.00		
5120	PARK COUNTY ANIMAL SHELTE	070111	ANIMAL SERVICE CONTRACT PAYMENT #21 ON UTILITY PERMIT	07/01/2011	3,750.00 100.00 -			
	Total 5120				3,650.00	.00		
128493	PARK COUNTY CIRCUIT COURT	07/06/2011	CV-2011-55	07/11/2011	302.93	302.93	07/11/2011	
	Total 128493				302.93	302.93		
129053	PARK COUNTY LANDFILL	063011	LANDFILL CHARGES LANDFILL CHARGES	06/30/2011	101,975.00 8.00			
	Total 129053				101,983.00	.00		
128587	PARK COUNTY LIBRARY	062911	INTERVIEW LUNCH	06/29/2011	127.20			
	Total 128587				127.20	.00		
7730	PARK COUNTY READY MIX	110302	SLURRY / CONCRETE	06/28/2011	188.79			
	Total 7730				188.79	.00		
7830	PAWNEE IRRIGATION EVERGRI	6052	REPAIRS AT MIDDLE SCHOOL IRRIGA	06/13/2011	642.92			
	Total 7830				642.92	.00		
7980	PLAN ONE ARCHITECTS	7	CITY HALL HVAC	06/15/2011	550.00			
		9	ADA RAMP - AUDITORIUM	06/15/2011	785.00			
	Total 7980				1,335.00	.00		
128345	POTO, STEVEN	070511	RESTITUTION FROM F JOHANNSEN JF	07/05/2011	100.00			
	Total 128345				100.00	.00		
128033	PROVIDENT LIFE & ACCIDENT I	062911	PREMIUMS	06/29/2011	247.40	247.40	07/08/2011	
	Total 128033				247.40	247.40		
430	PURCHASE ADVANTAGE CARD	004498	RUNNERS STAMPEDE	07/04/2011	119.90			
		005260	REC CENTER PROGRAMS	07/05/2011	13.13			
		028898	SUPPLIES - INTERVIEW	06/28/2011	69.94			
		030588	SUPPLIES FOR SUMMER CAMP	06/30/2011	60.97			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 430					263.94	.00		
8240	PURCHASE POWER	060511	POSTAGE	06/05/2011	1,258.94			
Total 8240					1,258.94	.00		
125010	QUALITY ASPHALT PAVING INC	1110	ADA PROJECT	06/15/2011	201.25			
		1119	PAVING	06/25/2011	2,203.25			
Total 125010					2,404.50	.00		
10091	QWEST	070111	PHONE CHARGES	07/01/2011	1,162.93			
Total 10091					1,162.93	.00		
4970	RED EAGLE FOOD STORES	NP30470532	FUEL	06/30/2011	1,430.83			
			FUEL		252.34			
			FUEL		3,859.93			
			FUEL		67.50			
			FUEL		2,728.40			
			FUEL		791.72			
			FUEL		248.40			
			FUEL		60.85			
			FUEL		255.72			
			FUEL		1,598.82			
			FUEL		2,977.16			
			FUEL		151.58			
			FUEL		323.97			
			FUEL		6,571.50			
			FUEL		177.36			
			FUEL		464.42			
			FUEL		787.84			
			FUEL		991.05			
			FUEL		1,112.95			
			FUEL		860.81			
			FUEL - CREDIT		72.00 -			
Total 4970					25,641.15	.00		
7570	ROCKY MOUNTAIN POWER	062711	UTILITIES	06/27/2011	579.86			
Total 7570					579.86	.00		
8840	S & S AUDIO - VIDEO INC	10061708	COUNCIL CHAMBERS TV CONNECTIO	06/28/2011	11.99			
		10061818	COUNCIL CHAMBERS TV POWER	07/05/2011	99.99			
Total 8840					111.98	.00		
128760	SCHMIDT, ERIC	070511	RESTITUTION FROM MC-1003-063	07/05/2011	400.00			
Total 128760					400.00	.00		
9040	SELBYS	509802-000	LASER LEVEL PART	06/22/2011	82.90			
Total 9040					82.90	.00		
127725	SHERWIN-WILLIAMS COMPANY	2256-4	NEW HOSE FOR CURB MACHINE	06/23/2011	101.99			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 127725					101.99	.00		
9130	SHOSHONE MUNICIPAL PIPELIN	070111	SMP WATER PURCHASE - JUNE 2011	07/01/2011	135,638.80			
Total 9130					135,638.80	.00		
9140	SHOSHONE OFFICE SUPPLY	0082512	SUPPLIES	06/20/2011	23.66			
		0082555	TONER	06/21/2011	155.98			
		0082605	TONER	07/06/2011	137.78			
		0082678	TONER	07/01/2011	68.89			
		0082758	SUPPLIES - PAPER	06/29/2011	987.50			
		0082790	MATERIAL AND SUPPLIES	07/01/2011	45.80			
		0082814	TONER	07/05/2011	88.99			
		0082849	SUPPLIES	07/06/2011	65.91			
Total 9140					1,574.51	.00		
9320	SKARSHAUG TESTING LAB	159209	SAFETY SUPPLIES	07/01/2011	594.32			
Total 9320					594.32	.00		
9422	SOUTHWESTERN EQUIPMENT	025310	BEARING, SWIVEL /45 PIN, MAST ARM/96 FREIGHT	06/09/2011	270.00 116.00 14.22			SW0044-407 SW0603-213
Total 9422					400.22	.00		
129076	STEVE SPANGLER SCIENCE	DS475624	ASAP SUPPLIES	06/14/2011	168.86			
Total 129076					168.86	.00		
9635	STROUPE PEST CONTROL CO	070111-CH	PEST CONTROL - CITY HALL	07/01/2011	60.00			
		070111-EL	PEST CONTROL - ELECTRIC SHOP	07/01/2011	55.00			
		70111-SHOP	PEST CONTROL - SHOP	07/01/2011	83.00			
Total 9635					198.00	.00		
126615	TACTICAL DESIGN LABS	8041	UNIFORMS	06/28/2011	71.25			
Total 126615					71.25	.00		
124403	THE LIFEGUARD STORE, INC	INV054835	PROGRAMS	06/24/2011	199.50			
Total 124403					199.50	.00		
129065	THE LOWES	070111	CONCERTS IN THE PARK JULY 22, 201	07/01/2011	400.00			
Total 129065					400.00	.00		
6240	THE UPS STORE	4627	SHIPPING (LESS TAX \$.03)	06/30/2011	3.39			
		4826	SHIPPING (LESS TAX \$.05)	07/06/2011	10.49			
		7566	COPIES - PA SYSTEM MATERIALS TR	06/28/2011	87.00			
		7930	SHIPPING (LESS SALES TAX \$.07)	07/06/2011	5.07			
Total 6240					105.95	.00		
128471	TITAN ACCESS	01C08473	FINANCE CHARGE	06/22/2011	2.82	2.82	07/12/2011	
		1C08473	FILTER FOR BACKHOE	06/22/2011	33.17	33.17	07/12/2011	



Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
			ADJUSTMENT TO CORRECT PRICE		.05 -			
		1C08543	PARTS FOR BACKHOE	06/28/2011	242.88	242.88 -	07/12/2011	
	Total 128471				278.82	278.87 -		
9980	TRIPLE L SALES	I-17884	BRASS FITTINGS - RAW WATER	06/20/2011	15.06			
		I-17920	SUPPLIES	06/21/2011	63.60			
		I-18136	MARKING PAINT LOCATES	06/29/2011	127.20			
	Total 9980				205.86	.00		
127843	UNUM LIFE INS - LTD	070111	LTD - JULY 2011	06/29/2011	2,403.95	2,403.95	07/08/2011	
	Total 127843				2,403.95	2,403.95		
127935	UNUM LIFE INSURANCE - LIFE	062911	PREMIUM JULY 2011	06/29/2011	1,301.45	1,301.45	07/08/2011	
	Total 127935				1,301.45	1,301.45		
125429	US BEARINGS & DRIVES	AT01-156428	OIL SEALS	06/24/2011	157.19			
	Total 125429				157.19	.00		
124442	VERIZON	0988054356	CELL PHONE SERVICE	06/20/2011	1,488.96			
			CELL PHONE SERVICE		137.48			
	Total 124442				1,626.44	.00		
10280	VISA	JUL3444	TRAVEL EXPENSE	06/30/2011	113.58			
			TRAVEL EXPENSE		33.00			
			TRAVEL EXPENSE		212.37			
			MEETING EXPENSE		63.30			
			CREDIT - WALMART		101.92 -			
			MEETING EXPENSE		25.82			
		JUL7438	AIRFARE HAZARDOUS DEVICES SCHC	06/30/2011	660.90			
			TRAVEL EXPENSE		22.50			
			TRAVEL EXPENSE		6.55			
			TRAVEL EXPENSE		6.55			
			TRAVEL EXPENSE		21.95			
			TRAVEL EXPENSE		10.99			
			TRAVEL EXPENSE		9.95			
			TRAVEL EXPENSE		45.77			
			TRAVEL EXPENSE		8.58			
			TRAVEL EXPENSE		179.55			
		JUL7933	TRAVEL EXPENSE	06/30/2011	90.00			
			TRAVEL EXPENSE		180.00			
			TRAVEL EXPENSE		180.00			
		JUL8377	TRAVEL EXPENSE	06/30/2011	102.12			
			TRAVEL EXPENSE		8.23			
			GO TO MY PC LICENSING		2,486.40			
		JUL8385	UNIFORMS	06/30/2011	16.82			
			UNIFORMS		124.98			
			UNIFORMS		59.15			
		JUL8419	SUPPLIES	06/30/2011	34.98			
			WELLNESS PROGRAM		364.38			
			WELLNESS PROGRAM		62.93			
			WELLNESS PROGRAM		140.99			
			ZUMBA FITNESS		30.00			
			CREDIT - AMAZON		5.59 -			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
		JUL8427	TRAVEL EXPENSE	06/30/2011	15.54			
			TRAVEL EXPENSE		41.90			
		JUL8435	COMPUTER SUPPLIES	06/30/2011	149.97			
			COMPUTER SUPPLIES		22.84			
		JUL8450	TRAVEL EXPENSE	06/30/2011	27.19			
			TRAVEL EXPENSE		24.29			
			TRAVEL EXPENSE		40.12			
			TRAVEL EXPENSE		19.24			
			TRAVEL EXPENSE		45.14			
			TRAVEL EXPENSE		18.98			
			TRAVEL EXPENSE		33.84			
			TRAVEL EXPENSE		22.57			
			TRAVEL EXPENSE		42.00			
			TRAVEL EXPENSE		12.24			
			TRAVEL EXPENSE		19.48			
		JUL8476	CREDIT - SWIMOUTLET.COM	06/30/2011	141.84 -			
			UNIFORMS		122.85			
			TRAVEL EXPENSE		8.29			
			TRAVEL EXPENSE		79.99			
			WELLNESS PROGRAM		175.00			
		JUL8492	TRAVEL EXPENSE	06/30/2011	180.00			
			TV		547.00			
			TV		662.00			
		Total 10280			7,363.46	.00		
10285	VISIONARY COMMUNICATION	1712560	EMAIL HOSTING	06/24/2011	119.02			
		Total 10285			119.02	.00		
129077	VIVID INK AND TONER	603119	OFFICE SUPPLIES - TONER	06/23/2011	276.00			
		Total 129077			276.00	.00		
10330	WAL MART COMMUNITY BRC	001422	REC CENTER PROGRAMS	06/15/2011	39.04			
		00235	RUNNERS STAMPEDE	07/01/2011	517.92			
		00773	BAND SHELL ITEMS	06/28/2011	113.31			
		01589CM	CREDIT FOR PAYMENT ON VISA CARI	06/22/2011	662.00 -			
		01841	WELLNESS PROGRAM	06/30/2011	46.00			
		02510	SUMMER CAMP	06/25/2011	106.00			
		03903	SUPPLIES	06/28/2011	50.12			
		03944	REC CENTER PROGRAMS	06/22/2011	275.05			
		04270	SUMMER CAMP	06/27/2011	21.45			
		04508	EQUIPMENT	07/07/2011	306.85			
			SUPPLIES		66.62			
		04987	DRINKS FOR THE 4TH OF JULY	06/30/2011	69.26			
		05013	REC CENTER PROGRAMS	07/01/2011	152.26			
		62211-STMT	LATE FEE	06/22/2011	.86			
			LATE FEE		4.91			
		07712	REC CENTER PROGRAMS	06/28/2011	34.96			
		07713	INTERVIEW SUPPLIES	06/28/2011	12.43			
		08042	SUPPLIES	06/27/2011	99.58			
		09602CM	CREDIT FOR PAYMENT ON VISA CARI	06/20/2011	547.00 -			
		Total 10330			707.62	.00		
10460	WEBSTER MOTORS, INC	7325	PARTS	06/27/2011	26.37			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 10460				26.37	.00		
127853	WEILAND, TERRI	070111	CONCERTS IN THE PARK JULY 29, 201	07/01/2011	450.00			
	Total 127853				450.00	.00		
129083	WEISBECK, DAVID P	8004011	EQUAL PAY SETTLEMENT	07/08/2011	192.42			
	Total 129083				192.42	.00		
10480	WESCO DISTRIBUTION INC	572022	NEW SERVICE CABLE SUPPLIES	06/21/2011	2,103.30 4,120.00 279.95			
	Total 10480				6,503.25	.00		
10568	WESTERN ENGINEERING	2207	PROFESSIONAL FEES	06/30/2011	595.00			
	Total 10568				595.00	.00		
10570	WESTERN PATHOLOGY CONSU	CP1614	RANDOM TESTING RANDOM TESTING RANDOM TESTING RANDOM TESTING RANDOM TESTING RANDOM TESTING RANDOM TESTING	06/30/2011	90.00 36.00 40.50 13.50 36.00 22.50 13.50 27.00			
	Total 10570				279.00	.00		
10605	WESTERN UNITED ELECTRIC S	4011411 4011497	2AB PROJECT SYSTEM REPAIRS	07/11/2011 06/30/2011	1,269.96 532.45			
	Total 10605				1,802.41	.00		
10615	WILD WEST CONSTRUCTION	062011	ASPHALT REPAIRS	06/20/2011	3,172.00			
	Total 10615				3,172.00	.00		
128944	WOMACK MACHINE SUPPLY CC	0095337 0095338	HYD HOSE FITTINGS HYD HOSE FITTINGS	06/06/2011 06/08/2011	17.06 6.36			
	Total 128944				23.42	.00		
10660	WOODWARD TRACTOR CO	70751 71457	EXCAVATOR RENTAL EQUIPMENT RENTAL	06/02/2011 06/24/2011	215.65 45.00			
	Total 10660				260.65	.00		
10670	WORKERS COMPENSATION DIV	062911	WORKERS COMPENSATION WORKERS COMPENSATION WORKERS COMPENSATION	06/29/2011	16,817.47 21.64 7.21	16,817.47 21.64 7.21	07/08/2011 07/08/2011 07/08/2011	
	Total 10670				16,846.32	16,846.32		
127631	WY CHILD SUPPORT #167207	07/06/2011	CHILD SUPPORT #167207/CV 1124836	07/11/2011	159.23	159.23	07/11/2011	

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
					<u>159.23</u>	<u>159.23</u>		
10770	WYOMING ASSOCIATION OF ML	11637	WAM MEMBERSHIP DUES	07/06/2011	11,767.00			
					<u>11,767.00</u>	<u>.00</u>		
10805	WYOMING DEPT OF TRANSPOR	0000042456	URBAN SYSTEMS PROJECT	06/30/2011	145.22			
					<u>145.22</u>	<u>.00</u>		
10920	WYOMING MUNICIPAL POWER ,	063011	POWER PURCHASE - JUNE 2011	06/30/2011	530,659.54			
					<u>530,659.54</u>	<u>.00</u>		
10950	WYOMING RETIREMENT SYSTE	062911	CONTRIBUTIONS - CONTRIBUTIONS -	06/29/2011	73,612.37 1,858.81	73,612.37 1,858.81	07/08/2011 07/08/2011	
					<u>75,471.18</u>	<u>75,471.18</u>		
125412	XXX-NCPERS GROUP LIFE INS	062911	PREMIUM	06/29/2011	400.00	400.00	07/08/2011	
					<u>400.00</u>	<u>400.00</u>		
128282	YANKEE CAR WASH	070111	CAR WASHES CREDIT - PD CAR WASHES - ELEC. DEPT. CAR WASHES - BLDG INSP. CAR WASHES - PD CAR WASHES - ADMIN	07/01/2011	3.00 - 35.48 28.00 129.89 16.00			
					<u>206.37</u>	<u>.00</u>		
11150	YELLOWSTONE REGIONAL AIRI	070111	JULY 2011 FUNDING	07/01/2011	15,679.92			
					<u>15,679.92</u>	<u>.00</u>		

Total Paid: 115,609.55

Total Unpaid: 1,333,365.76Grand Total: 1,448,975.31

Payroll \$298,577.50

TOTAL \$1,747,552.81

**WYOMING ARTS COUNCIL  
Subgrantee Award Agreement**

<b>Grant Category:</b> Arts Across Wyoming	<b>Grant Amount:</b> \$750.00
<b>Organization:</b> City of Cody Parks, Recreation & Public Facilities Department	<b>EIN:</b> 836000052
<b>Organization Address/City/State/Zip:</b> P. O. Box 2200 / Cody / WY / 82414	

**Fiscal Sponsor Organization/EIN (if applicable):**  
**Fiscal Sponsor Address/City/State/Zip:**

**PROJECT DESCRIPTION**

This Agreement provides support for the project titled: AAW: Troxel/Miss "V"-Cody Concerts in the Park, as referred to in the application assigned CyberGrants number: 5531366, incorporated herein by reference, to take place on: 08/19/11 to 09/03/11.

**PAYMENT OF FUNDS**

All funds must be expended by June 30th of the fiscal year in which they are issued (fiscal year is July 1 - June 30). Payment will be initiated in the first available check run AFTER this signed Subgrantee Award Agreement has been returned and will be for the full amount of the grant. Grants are paid in full upon receipt of Agreement, and normally paid prior to expenditure. Payment for projects taking place in July will be issued after August 1st. Check runs usually take place each Monday and Thursday, except for holidays.

**SOURCE OF FUNDS**

The source of these funds is: Federal. If the source of funds is Federal, the CFDA number is 45.025

**AGREEMENT FOR FUNDING**

As a Subgrantee of the WYOMING ARTS COUNCIL and the NATIONAL ENDOWMENT FOR THE ARTS (WAC/NEA) you are subject to the following conditions in order to receive funding in support of your organization's activities. *This Agreement for funding is binding on the individual, his/her successors, transferees, and assignees.*

1. **Incorporation**  
All recipients of WAC/NEA funding must be currently incorporated as a nonprofit with 501(c)3 tax-exempt status with the Internal Revenue Service (IRS), or must be agencies of municipal, county or state government, or accredited educational institutions.
2. **State Information For Subgrant Recipients**  
All Subgrantees must review and comply with the enclosed General Provisions in Attachment A, required by the Attorney General of the State of Wyoming.
3. **Federal Information For Subgrant Recipients**  
All Subgrantees must review and comply with the enclosed "Information for Subgrant Recipients" in Attachment B as required by Federal regulations through the National Endowment for the Arts.
4. **Matching Funds**  
Federal funds received through WAC/NEA grants may not be matched through other Federal grants, programs, or revenues. The WAC can grant state funds to those Subgrantees using federal funds as a match. Please contact the WAC immediately if you have federal funds as a match to your WAC/NEA grant.
5. **Audit**
  - A. Source of grant funding: If federal funds were re-granted for this award, the amount of federal funding, the CFDA Title and Number, award name and the name of the Federal agency will be indicated in the award letter to enable recipient to meet audit requirement of OMB Circular A-133.
  - B. The Wyoming Arts Council and any of its representatives shall, upon request, have access to any books, documents, papers, and records of the Agreement or which are pertinent to this Agreement. Complete records must be kept on file for three (3) years following completion of project. Documentation must be kept on the source and nature of matching funds, in-kind contributions, and earned income.

6. **Crediting**

All published materials, radio and TV announcements must include the following credit: "Supported in part by a grant from the Wyoming Arts Council through funding from the Wyoming State Legislature and the National Endowment for the Arts."

7. **Changes To Grant**

Any changes to the original intended purpose of WAC/NEA funds must be submitted in writing and approved by the WAC prior to the change.

8. **Final Report**

Subgrantees will expend funds as a result of this application solely on the described projects and programs, and will file a Final Report within 60 days of the program's completion. The Final Report must be in the form prescribed by the Wyoming Arts Council and must be **completed in full**. Please review the Final Report information in the *Guide to Grants* book to familiarize yourself with its requirements.

A. Financial/Statistical/Programmatic Information. Subgrantees will furnish financial, statistical and programmatic information, as requested, to the Wyoming Arts Council, for projects such as financial surveys, audience statistics information, etc., and for purposes of documentation, analysis, and compliance audit. Photographs suitable for printing in WAC publications are welcomed.

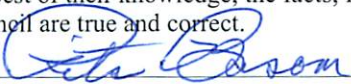
9. **Entirety Of Agreement**

This Agreement, consisting of two (2) letter size pages; Attachment A, consisting of two (2) legal size pages; and Attachment B, consisting of five (5) legal size pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**SIGNATURES**

**Please Read Entire Document And Attachment(s) Before Signing.**

By signing this Subgrantee Award Agreement, the Wyoming Arts Council representative and the two (2) individuals representing the organization certify that they have the authority to sign it, that they have read and understood it, and agree to be bound by the terms of the Agreement, including Attachments A and B, incorporated by reference and expressly made a part hereof. Grantee certifies that to the best of their knowledge, the facts, figures and representations found in the application package submitted to the Wyoming Arts Council are true and correct.

	7-6-11	Date	or	Camellia El-Antably	Date
Rita Basom				Deputy Manager	
Wyoming Arts Council Manager					

	#76118	6-28-11	Date
Attorney General Approved as to Form			

**Applicant Organization Must Provide Two Different Signatures in Blue Ink**

Signature of Subgrantee Project Director, Grant Seeker or Grant Contact \_\_\_\_\_ Date \_\_\_\_\_

Signature of Subgrantee President, Chairman, Director or Fiscal Sponsor \_\_\_\_\_ Date \_\_\_\_\_

Payment cannot be made until WAC receives a copy of this agreement.

Retain one copy for your records.

Return signed Subgrantee Agreement immediately upon receipt to:  
Wyoming Arts Council, 2320 Capitol Avenue, Cheyenne, WY 82002

MEETING DATE:	JULY 6, 2011
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

## AGENDA ITEM SUMMARY REPORT

### Bid 2011-08 (1) New Nine Wheel Pneumatic Tired Roller

#### BACKGROUND

A request was made in FY 2011/2012 for the purchase of (1) new nine wheel roller for the Streets Division to replace the current Galion roller.

Bid packets for Bid 2011-08 (1) New Nine Wheel Pneumatic Tired Roller were sent to the following:

- Ameri-Tech Equipment – Casper, WY
- Honnen Equipment – Casper, WY
- Jacks Truck and Equipment – Casper, WY
- The CAT Rental Store – Worland, WY
- Titan Machinery – Billings, MT
- Tractor and Equipment – Billings, MT
- TriState Truck and Equipment – Billings, MT
- Woodward Tractor and Rental, Inc. – Cody, WY
- Wyoming Machinery Company – Casper, WY
- Power and Equipment Company – Casper, WY

#### SUMMARY

Bids were opened at City Hall on July 6, 2011 at 2:00 p.m.  
Four bidders submitted (5) bids.

Honnen Equipment submitted one bid for (1) Hamm GRW280-15 in the amount of \$109,827. A trade in value of \$1,350 was offered; making the net total bid \$108,477. This bid did not meet the required specifications.

TriState Truck and Equipment submitted one bid for (1) Volvo PT125R in the amount of \$69,900. A trade in value of \$3,200 was offered; making the net total bid \$66,700.

Tractor and Equipment company submitted one bid for (1) CAT PS150C in the amount of \$69,659. A trade in value was not offered. This bid did not meet the required specifications.

Titan Machinery submitted two bids.

- (1) Bomag BW11RH with 14 ply tires in the amount of \$59,764.74 with a trade in value of \$1,000; making the net total bid \$58,764.74.

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

- (1) Bomag BW11RH with 12 ply tires in the amount of \$57,960.12 with a trade in value of \$1,000; making the net total bid \$56,960.12. This bid did not meet the required specifications.

### **FISCAL IMPACT**

Funding for this equipment was approved in the FY 2011/2012 budget.

### **ALTERNATIVES**

Approve or deny the award of Bid 2011-08 (1) New Nine Wheel Pneumatic Tired Roller to Titan Machinery for (1) Bomag BW11RH roller with 14 ply tires for \$59,764.74 less a trade in value of \$1,000 for a total of \$58,764.74.

### **RECOMMENDATION**

Staff recommends the City Council award Bid 2011-08 to Titan Machinery in the amount of \$58,764.74.

### **ATTACHMENTS**

1. Bid packet 2011-08

### **AGENDA & SUMMARY REPORT TO:**

George Spiva [georgespiva@honnen.com](mailto:georgespiva@honnen.com)

Dan Mollett [dmollett@tractorandequipment.com](mailto:dmollett@tractorandequipment.com)

Art Logan [artie.logan@titanmachinery.com](mailto:artie.logan@titanmachinery.com)

Tom Hunt [tomh@tste.com](mailto:tomh@tste.com)

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





**TABLE OF CONTENTS**  
**BID NO. 2011-08 (1) New Nine Wheel**  
**Pneumatic Tired Roller**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2011-08**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL &amp; SPECIFICATIONS</b>	<b>3-6</b>

**For more information: City of Cody** **307-527-7511**  
\*\*\*\*\*

**Bid No. 2011-08**  
**(1) New Nine Wheel Pneumatic Tired Roller**

The City of Cody will receive sealed bids until 2:00 p.m., 7/6/11 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Nine Wheel Pneumatic Tired Roller**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer, 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of 5% of the total bid amount.

Dated this 17<sup>th</sup> Day, of June, 2011.

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

PUBLISH: June 22<sup>nd</sup>, 2011  
June 29<sup>th</sup>, 2011



**INSTRUCTIONS: (1) New Nine Wheel Pneumatic Roller  
BID REQUEST NUMBER 2011-08**

The Bidder agrees to provide **(1) New Nine Wheel Pneumatic Roller** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2011-08 City of Cody Specifications Form on page 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

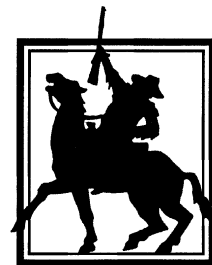
Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2011-08, (1) New Nine Wheel Pneumatic Roller**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/6/11. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2011-08 (1) New Nine Wheel Pneumatic Roller**

City of Cody, Wyoming

Governing Body  
 City of Cody  
 PO Box 2200  
 1338 Rumsey Avenue  
 Cody, WY 82414



**CITY OF CODY**  
 WYOMING

The undersigned Bidder agrees to provide, **(1) New Nine Wheel Pneumatic Roller**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for **GALION 9WHEEL SELF PROPELLED PNEUMATIC TIRE ROLLER SERIAL NO. 9PC-12G-4574 W/ IHC UB-220 ENGINE.**

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$( _____ )
Net Total Bid			\$ _____

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Typed or Printed Name

\_\_\_\_\_ Company

\_\_\_\_\_ Mailing Address

\_\_\_\_\_ City, State and Zip

\_\_\_\_\_ E-mail Address

## City of Cody

### Specifications for (1) New 2011 or Newer Nine Wheel Pneumatic Tired Roller

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

#### A. GENERAL

**YES**    **NO**

Unit shall be a self-propelled, nine wheel pneumatic roller with water spray system for use in compaction of flexible pavements. Machine must also be capable of compacting road base materials, shoulders and similar applications.

\_\_\_\_\_

#### B. ENGINE

1. Shall be an EPA Tier 3 compliant water-cooled diesel of 84.5 hp minimum.

\_\_\_\_\_

2. Accessories shall include an efficient, 2-stage, dry-type air cleaner with restriction indicator, fuel/water separator and a 12 volt minimum 62 amp electrical system.

\_\_\_\_\_

3. Fuel capacity shall be a minimum of 27 gallons (102 l).

\_\_\_\_\_

#### C. BRAKES

1. Service brakes are to be integral to the hydrostatic propulsion system.

\_\_\_\_\_

2. Parking/secondary brakes are to be Spring-Applied/Hydraulically Released type, located at each pair of rear drive wheels.

\_\_\_\_\_

3. Must meet SAE specifications.

\_\_\_\_\_

#### D. HYDRAULIC SYSTEM

1. The propulsion system shall be of completely hydrostatic design (i.e. no chains, clutches, brake pedals, torque converters) utilizing commercial (non-captive) components.

\_\_\_\_\_

2. Control of both speed and directions shall be through a single lever.

\_\_\_\_\_

3. The roller shall be capable of running at speeds of up to 25 mph (24 km/hr) in both forward and reverse.

\_\_\_\_\_

4. Shall be equipped with full hydraulic power steering.

\_\_\_\_\_

5. Hydraulic tank shall have a minimum of 16-gallon (61 l) capacity.

\_\_\_\_\_

<b>E. OPERATOR STATION</b>	<b><u>YES</u></b>	<b><u>NO</u></b>
1. A certified ROPS (Roll-Over Protective Structure), seat belt and seat switch shall be required.	_____	_____
2. Operator's platform must incorporate skid-resistant walkway surfaces, guardrails and handholds.	_____	_____
3. Standard instrumentation must include an ignition switch, hour meter, horn, indicator lights for battery discharge, high engine temperature, low engine oil pressure and "brake-on", fuel level indicator and switch for water system.	_____	_____
 <b>F. DIMENSIONS</b>		
1. Maximum overall length of 175" (3892 mm).	_____	_____
2. Maximum overall width of 78" (1980 mm).	_____	_____
3. Maximum height – top of steering wheel of 86" (2185 mm).	_____	_____
4. Maximum height – top of ROPS of 127" (3225 mm).	_____	_____
5. Minimum ground clearance of 10" (255 mm).	_____	_____
6. Maximum inside turning radius of 151.5" (3848 mm).	_____	_____
7. Minimum rolling width of 68" (1725 mm).	_____	_____
 <b>G. TIRE SPRAY SYSTEM</b>		
1. Shall be pressurized.	_____	_____
2. Shall include a minimum 100 gallon (378 l) plastic water tank, water pump, galvanized steel spray bars and an individual fan-type brass spray nozzle for each tire.	_____	_____
3. Spray nozzles must be hand-serviceable.	_____	_____
4. Cocoa mats shall be installed at each tire.	_____	_____
 <b>H. CONSTRUCTION</b>		
1. Roller shall have a rugged high-strength frame fabricated of heavy-gauge steel plate, welded and reinforced to resist all normal operation stresses.	_____	_____
2. Shall be of nine-wheel design with four front and five rear wheels.	_____	_____
3. Shall be equipped with 7.5x15 14APR smooth tread, wide faced, compaction tires.	_____	_____

**CONSTRUCTION CONTINUED**

**YES    NO**

4. Wheels shall be spaced to provide at least .5” (12 mm) overlap between the front and rear tires to assure full width coverage. \_\_\_\_\_

5. Both outer wheel pairs must oscillate to match the contour of the surface being compacted to prevent bridging and provide equal tire loading. \_\_\_\_\_

**I. WEIGHTS**

1. The self-propelled roller shall have an un-ballasted operating weight of not less than 9,500 lb. (4309 kg). \_\_\_\_\_

2. Ballasted with wet sand, the weight of the roller shall not be less than 24,709 lb. \_\_\_\_\_

3. Maximum ballast (concentrated steel), the weight of the roller shall be approximately 27,000 lb. (12295 kg), providing a minimum wheel load of 3,000 lb. (1360 kg) per tire. \_\_\_\_\_

**J. LIGHTING**

1. Turn signals and four way flasher shall be factory installed. \_\_\_\_\_

2. Headlights, front and rear, shall be factory installed. \_\_\_\_\_

3. LED beacon to be mounted on top of the ROPS. \_\_\_\_\_

**K. MISCELLANEOUS**

1. Backup alarm. \_\_\_\_\_

2. Two operator’s manuals. \_\_\_\_\_

3. One maintenance (tech) manual and one parts manual. \_\_\_\_\_

**L. OPTIONAL TRADE IN**

The City of Cody may choose, at its sole discretion, to trade-in a **GALION 9WHEEL SELF PROPELLED PNEUMATIC TIRE ROLLER SERIAL NO. 9PC-12G-4574 W/ IHC UB-220 ENGINE.** Trade-in shall be in “AS IS” condition at the time of the bid opening.

This vehicle will be available for inspection at the City of Cody Vehicle Maintenance Garage upon request, between the hours of 8:00 AM and 3:30 PM Monday through Friday. Bidder shall state the amount of allowance to be deducted from the bidder’s proposal on the attached Bid Proposal Form should the City of Cody select this option.

MEETING DATE: JULY 19<sup>TH</sup>, 2011  
DEPARTMENT: PARKS, RECREATION, & PUBLIC  
FACILITIES  
PREPARED BY: RICK MANCHESTER  
DEPT. DIR. APPROVAL: RMM  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: RICK MANCHESTER OR DOYLE  
STOUT

## **SESAC Music License Agreement**

For Your Information

Action Necessary

Response Requested

### **PROBLEM/OPPORTUNITY**

The City is required to be licensed to play music at events, on radio, or in Recreation Center. SESAC

### **BACKGROUND**

There are three licensing agencies SESAC, ASCAP, and BMI that collect license fees for the performers, songwriters, etc. We are required to be licensed by each licensing group. The SESAC license is \$296 per year. Each of the others is also about \$300 and are all based on city population. The City Attorney has been provided a copy of this agreement for review.

### **SUMMARY**

The requirement to be licensed has been reviewed by each City Attorney that I have consulted. Each time I have been required to be licensed.

### **FISCAL IMPACT**

\$296 annually for SESAC

### **RECOMMENDATION**

1. Authorize the Mayor to sign the agreement

### **ATTACHMENTS**

SESAC Performance License

### **AGENDA & SUMMARY REPORT TO:**

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



**Instructions for completing the SESAC Performance License**

Please verify or complete the information on the SESAC Performance License, then sign where indicated before returning the license with payment in the enclosed postage paid envelope.

1. **Name of corporation, partnership, sole proprietorship, etc.** – verify or complete either the legal name of Corporation as filed with the Secretary of State or the names of the Partners in a Partnership or the name of the Sole Proprietor.
2. **Mailing address** – verify or complete the mailing address of the Corporation, Partnership or Sole Proprietor including street address, city, state and zip code.
3. **Name** – verify or complete the name of the establishment being licensed.
4. **Location** – verify or complete the street address, including city, state and zip code of the establishment being licensed.
5. **Telephone, Fax and email** – complete these sections.
6. **Please insert today's date** – input the date you sign the SESAC Performance License
7. **Licensee** – sign the SESAC Performance License where indicated, then type or print the name of the person who signs the license including his or her title.

**If Schedule "A" is Attached**

8. Verify all the information regarding music usage.

**If an Addendum is Attached**

9. Complete the addendum and sign where indicated

**ALL PAGES OF THE SESAC PERFORMANCE LICENSE, INCLUDING THE SCHEDULE "A" MUST BE RETURNED TO SESAC.**

Two ways to pay! Return this stub with your 1) check or 2) credit card information.



**1. If paying by check please complete the following:**

Check No. \_\_\_\_\_ Amount Paid: \_\_\_\_\_

Establishment Name \_\_\_\_\_

**2. If paying by Visa or Mastercard please complete the following:**

Amount Charged: \$ \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Card Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card No. \_\_\_\_\_

Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Security Code (see below\*) \_\_\_\_\_

Signature \_\_\_\_\_

\*The security code is the last three or four digits printed on the back of your credit card in the signature block.

FOR INTERNAL USE ONLY
63-49-01008

Please send all correspondence to: 55 Music Square East, Nashville, TN 37203



## NOTICE TO WYOMING PROPRIETORS

Wyoming law (§40-13-30 to §40-13-305, "An Act relating to the enforcement of copyright licenses") requires SESAC, Inc. (one of the "performing rights societ[ies]" defined under the law) to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to SESAC:

(1) A schedule of the rates and terms of royalties under the contract;

Be advised that the rates and terms of SESAC's performance rights license are contained in paragraphs 1, 3, 4, 5 and/or 7 of the contract and the rate schedule attached thereto and made a part thereof.

(2) The opportunity, at your request, to review the most current available list of the affiliates represented by SESAC;

The most current list of SESAC's affiliates may be accessed at <http://sesac.com>.

(3) Notice that SESAC will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in SESAC's repertory.

Any request for the most current list of the SESAC repertory should be addressed to SESAC, Inc, 55 Music Square East, Nashville, TN 37203. The cost of a printed listing is \$613.32. Alternatively, the SESAC repertory may be accessed at <http://sesac.com>.

(4) Notice that SESAC has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by SESAC:

SESAC's toll-free information hotline is 800-826-9996.

(5) Notice that SESAC complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

## SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

\_\_\_\_\_ ("LICENSEE")  
(Legal Name of Entity)

\_\_\_\_\_  
(Billing Address)

\_\_\_\_\_  
(City, State, ZIP)

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

SESAC and LICENSEE hereby mutually agree as follows:

**1. GRANT OF RIGHTS:** Effective as of July 01, 2011 (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name            **Department of Parke & Recreations**  
Location       **Cody, WY**                    (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

**2. LIMITATIONS OF RIGHTS:** The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.

F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.

G. This license shall specifically exclude Colleges and/or Universities.

### **3. TERM OF LICENSE:**

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

### **4. LICENSE FEE:**

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute, LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.

D. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percent increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

**5. MISCELLANEOUS:**

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be duly signed as of \_\_\_\_\_  
Please insert today's date

**LICENSEE**

**SESAC LLC**

BY: \_\_\_\_\_  
(please sign here)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Type or print name)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Please mail signed license to:

SESAC  
55 Music Square East  
Nashville, TN 37203

Schedule "A"  
MUNICIPALITY - 2011

I. **Municipality.** "Municipality," as used in the SESAC Performance License effective **July 01, 2011** (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

Name	<b>Department of Parke &amp; Receptions</b>	
Location	<b>Cody, WY</b>	(the "Municipality")

II. **Fee Schedule/License Fee.**

A. The annual License Fee shall be based upon the "Population" of the Municipality as noted below:

<u>"Population"</u>	<u>License Fee for calendar year 2011</u>
25,000 or less	\$ 296
25,001 - 50,000	\$ 591
50,001 - 100,000	\$ 963
100,001 - 150,000	\$ 1,405
150,001 - 250,000	\$1,920
250,001 - 500,000	\$2,511
500,001 And over	\$3,178 + \$296 for each additional 100,000 population

Population: 9,500

This license will authorize **audio and/or audio/visual musical performances** (radio, records, tapes, compact discs, videocassettes, laser discs, television, and similar media), and **live musical performances**. This license will also authorize performances via **music on hold** systems operated by LICENSEE.

B. As used herein, "Population" shall mean the total population of the Municipality as of the most recent United States Census.

C. LICENSEE shall pay the License Fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

D. Upon execution of this Agreement, LICENSEE shall provide SESAC with a report detailing the Population as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Population results in a change in fee category, LICENSEE shall submit an updated report of the Population. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through United States Census Data and make appropriate adjustments to the license fee.

E. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.D of the Agreement.

III. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

*Please do not detach, must accompany license*  
*Please mail completed license to: SESAC, 55 Music Sq. E., Nashville, TN 37203*

Department of Parke & Receptions / 63-49-01008 / MD                    ID# 347259  
V1207AM

# 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.

\*\*\*\*\*

Name of person to appear before the Council Nan Koehler  
Organization Represented Family Koehler/Sauers Wedding  
Date you wish to appear before the Council 7/19/11 call  
Mailing Address P.O. Box 573 Cody Telephone 307-899-7171 ✕  
E-Mail Address anmkoebler@yahoo.com 527-7171 ✕  
Preferred form of contact:  Telephone  E-Mail  
Names of all individuals who will speak on this topic Nan Koehler

Open on Apr 11 at Beck Lake Park  
Full description of topic to be discussed (include all relevant information)  
for a wedding rehearsal party on Fri. 8/12/11  
late afternoon, early evening.

Which City employee(s) have you spoken to about this issue? Jenni Rosencranse

Nan D. Koehler  
Signature

7/8/11  
Date Submitted