

# City of Cody City Council

## AGENDA

Tuesday, April 1, 2014 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)

Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Proclamation – Mayor's Day

### 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 from March 13, 2014 and Regular Meeting Minutes from March 18, 2014.
- b. Approval of vouchers and payroll in the amount of \$ 447,881.35.
- c. Approve the rent increase for the cellular tower at least \$1,400.00 per month and authorize the Mayor to enter into and sign said agreement between New Cingular Wireless PCS, LLC and the City of Cody, contingent upon review and approval by the City Attorney.
- d. Consider a request by Clark Management Company to close 12th Street between Sheridan Avenue and Beck Avenue on Friday, May 9, 2014 at 9:00 a.m. through Saturday, May 10, 2014 at 9:00 p.m. for the Best of the Rockies Horse Sale, authorize the use of additional barricades from the City to close off the alleys between Sheridan and Beck and to close 12th Street at Sheridan and Beck, consider a request from the Irma Hotel for an open container permit for Saturday, May 10, 2014 from 10:00 a.m. to midnight, and approve with the recommendations outlined by staff.
- e. Consider a request by the Cody Gunfighter's to close 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from June 1, 2014 through September 30, 2014 from 5:30 p.m. to 7:00 p.m. for their nightly event and approve with the recommendations outlined by staff.
- f. Approve an agreement between the City of Cody and Red Canyon River Trips, for an encroachment license and lease agreement for public right of way located on Beck Avenue, between 12<sup>th</sup> Street and the first approach west of 12<sup>th</sup> Street, for the term of May 1 through September 30.
- g. Consider selecting the proposal for banking services submitted by Wells Fargo Bank and award Wells Fargo Bank the banking services for a three year period of FY14-15, FY15-16 and FY16-17.
- h. Approve a Professional Services Agreement between the City of Cody and Holm, Blough and Company for the Design, Bidding and Construction

Administration for the Mountain Spirit Habitat for Humanity's Infrastructure Project in the amount of \$44,000 and authorize the Mayor to sign said agreement.

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

2. Public Hearing

3. Conduct of Business

- a. Deny or approve a request from Dan and Kim Brice to waive the Raw Water Tap and hook-on fee for the properties located at 719 and 713 16<sup>th</sup> Street.  
Staff Reference: Steve Payne, Public Works Director  
Spokesperson: Dan and Kim Brice
- b. Consider the approval of the concept of using Glendale Tennis Court as an outdoor racquetball facility.  
Staff Reference: Rick Manchester, Parks, Public Facilities and Recreation Director  
Spokesperson: Bucky Hall
- c. **ORDINANCE 2014-02 – FIRST READING**  
**AN ORDINANCE REPEALING TITLE 4, CHAPTER 4, ARTICLES I-V, GARBAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE.**  
Staff Reference: Steve Payne, Public Works Director
- d. **ORDINANCE 2014-03 – FIRST READING**  
**AN ORDINANCE ENACTING TITLE 4, CHAPTER 4, ARTICLES I-V, GARBAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE.**  
Staff Reference: Steve Payne, Public Works Director
- e. **ORDINANCE 2014-04 – FIRST READING**  
**AN ORDINANCE REPEALING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40, SCHEDULE OF RATES AND CHARGES, OF THE CITY OF CODY MUNICIPAL CODE.**  
Staff Reference: Steve Payne, Public Works Director
- f. **ORDINANCE 2014-05 – FIRST READING**  
**AN ORDINANCE ENACTING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40, SCHEDULE OF RATES AND CHARGES, OF CODY CODE.**  
Staff Reference: Steve Payne, Public Works Director

4. Tabled Items

- a. Consider approval of a shared schedule developed by Legion Baseball, Senior Babe Ruth and City Staff for the basis of field use for current and future years.

5. Matters from Staff Members

6. Matters from Council Members

7. Adjournment



**City of Cody**  
**Council Proceedings**  
**Thursday March 13, 2014**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, March 13, 2014 at 4:15 p.m.

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

Absent: None

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

At 4:16 p.m. Council Member Miller made a motion seconded by Council Member Greer to enter into an Executive Session to consider the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price pursuant to Wyoming State Statute 16-4-405. Council Member Miller made a motion seconded by Council Member Greer to exit the Executive Session at 4:41 p.m. No action was taken.

The Governing Body reviewed the March 18, 2014 agenda. No action was taken.

The Governing Body discussed weight limitations on E Avenue. Staff was directed to bring this item forward to a Council meeting for consideration.

Discuss Community Funding Program for FY14-15. Staff was given direction on how to proceed with the community funding program. A committee of Council Members Wolz, Anderson and Mayor Brown were appointed to a subcommittee to have further discussion with the Senior Center in reference to ongoing funding issues and concerns.

At 6:09 p.m. Council Member Miller made a motion seconded by Council Member Edwards to enter into an Executive Session to discuss personnel matters pursuant to Wyoming State Statute 16-4-405(a)(II). Council Member Miller made a motion seconded by Council Member Fritz to exit the Executive Session at 7:40 p.m. No action was taken.

There being no further discussion, the meeting adjourned at 7:40 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, March 18 2014**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, March 18, 2014 at 7:00 p.m.

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

Absent: None.

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

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

Council Member Miller made a motion seconded by Council Member Fritz to approve Regular Meeting Minutes from March 4, 2014; approve vouchers and payroll in the amount of \$1,331,621.74; authorize the Mayor to sign and enter into a one-year agreement with the City of Cody and Becky Kinkade, Wild West Extravaganza, to conduct the July 4<sup>th</sup> event at City Park on July 2, 3, and 4 in 2014 and consider a request to approve the street closures of 10<sup>th</sup> Street between Beck and Sheridan Avenues; and close the north side of Beck Avenue between 9<sup>th</sup> and 10<sup>th</sup> Streets for either vendors or vendor parking for the same event starting July 1<sup>st</sup> through July 4<sup>th</sup>; authorize the Mayor to enter into and sign the Park County Landfill Disposal Service Agreement between the City of Cody and Park County; authorize the Mayor to sign SSBCI annual Certification of Performance report; authorize the Mayor to enter into and sign an Agreement between the City of Cody and the Wyoming Office of State Lands and Investments as it relates to the Federal Mineral Royalty Capital Construction Account Grant for the approved 16<sup>th</sup> Street Storm Sewer Project. Vote was unanimous.

At 7:06 p.m. Mayor Brown entered into a Public Hearing to determine if it is in the public interest to issue a microbrewery permit to Millstone Pizza LLC, dba Millstone Pizza Company and Brewery located at 1057 Sheridan Avenue. Cindy Baker, Administrative Services Officer provided background information on this application. Gary Johnston, Millstone Pizza Company discussed their plans. Mayor Brown called for public comment three more times, there being none at 7:12 p.m the public hearing closed.

Council Member Edwards made a motion seconded by Council Member Anderson to approve issuing a microbrewery permit to Millstone Pizza LLC, dba Millstone Pizza Company & Brewery located at 1057 Sheridan Ave, contingent upon receiving proof of issuance of a Federal Brewery permit. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Fritz to approve the change in dispensing room to a 27' x 33'6" room on the south end of the building for Millstone Pizza LLC, dba Millstone Pizza Company and Brewery located at 1057 Sheridan Avenue.

Council Member Greer made a motion seconded by Council Member Wolz to approve a Taxi License to Suzette Sumpter dba Cody's Town Taxi through December 31, 2014.

Council Member Miller made a motion seconded by Council Member Fritz to table item d on the conduct of business

to approve a shared schedule developed by Legion Baseball, Senior Babe Ruth and City Staff for the basis of field use for current and future years.

**RESOLUTION 2014-03**

**A RESOLUTION ADOPTING IN WHOLE THE CITY OF CODY MASTER PLAN.**

Council Member Wolz made a motion seconded by Council Member Anderson to approve Resolution 2014-03. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:25 pm

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ABSAROKA HEAD START</b>							
<b>127470</b>							
	032014	COMMUNITY FUNDING ALLOCA	03/20/2014	667.00	667.00	04/02/2014	
Total 127470:				667.00	667.00		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	273732	CREDIT ON RETURN	01/29/2014	2.02-	2.02-	04/02/2014	
	274003	PAINTING SUPPLIES	02/03/2014	26.74	26.74	04/02/2014	
	274429	BATTERIES	02/10/2014	13.99	13.99	04/02/2014	
	275697	SNAP RING	03/05/2014	8.58	8.58	04/02/2014	
	275811	PUMP RENTAL	03/07/2014	66.00	66.00	04/02/2014	
	275827	SHOP TOOLS	03/07/2014	17.99	17.99	04/02/2014	
	275944	MATERIAL & SUPPLIES	03/10/2014	11.48	11.48	04/02/2014	
	275948	MATERIAL & SUPPLIES	03/10/2014	17.32	17.32	04/02/2014	
	275984	CLEANING WEEK - POOL	03/11/2014	61.38	61.38	04/02/2014	
	276022	SUPPLIES	03/11/2014	19.77	19.77	04/02/2014	
	276051	SHOP SUPPLIES	03/12/2014	6.86	6.86	04/02/2014	
	276067	BENCH REPAIRS - SHERIDAN A	03/12/2014	18.99	18.99	04/02/2014	
	276075	CLEANING SUPPLIES - POOL	03/12/2014	19.48	19.48	04/02/2014	
	276097	CLEANING WEEK - POOL	03/12/2014	98.81	98.81	04/02/2014	
	276117	SPRAY PAINT / PAINT BRUSH	03/13/2014	5.98	5.98	04/02/2014	
	276139	SHOP SUPPLIES	03/13/2014	6.99	6.99	04/02/2014	
	276147	SHOP SUPPLIES	03/13/2014	11.45	11.45	04/02/2014	
	276201	MATERIAL & SUPPLIES	03/14/2014	28.48	28.48	04/02/2014	
	276214	MATERIAL & SUPPLIES	03/14/2014	14.98	14.98	04/02/2014	
	276215	MATERIAL & SUPPLIES	03/14/2014	5.57	5.57	04/02/2014	
	276222	SHOP TOOLS	03/14/2014	13.99	13.99	04/02/2014	
	276274	MATERIAL & SUPPLIES	03/15/2014	.34	.34	04/02/2014	
	276339	MATERIAL & SUPPLIES	03/17/2014	44.97	44.97	04/02/2014	
	276424	FLASHLIGHT BULB	03/18/2014	12.99	12.99	04/02/2014	
Total 2390:				531.11	531.11		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	11318	CYCLE 3 OUTSOURCE BILLS	03/14/2014	387.17	387.17	04/02/2014	
	11325	CYCLE 1 OUTSOURCE BILLS	03/20/2014	178.19	178.19	04/02/2014	
Total 129162:				565.36	565.36		
<b>ALBERTSONS</b>							
<b>430</b>							
	007450	REC CENTER	03/07/2014	26.99	26.99	04/02/2014	
Total 430:				26.99	26.99		
<b>ALSCO</b>							
<b>126551</b>							
	1005163	TOWELS	03/10/2014	50.03	50.03	04/02/2014	
	1005179	RUGS - CITY HALL	03/10/2014	52.69	52.69	04/02/2014	
	1005180	RUGS - AUDITORIUM	03/10/2014	176.23	176.23	04/02/2014	
	1006903	TOWELS - REC CENTER	03/17/2014	50.04	50.04	04/02/2014	
Total 126551:				328.99	328.99		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>AMERICAN PUBLIC WORKS ASSOCIATION</b>							
<b>620</b>	150974-05	APWA MEMBERSHIP DUES	03/10/2014	184.00	184.00	04/02/2014	
Total 620:				184.00	184.00		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>	00068513	CREDIT ON CYLINDER RENTAL	12/20/2013	3.90-	3.90-	04/02/2014	
	02648444	CO2	03/04/2014	36.06	36.06	04/02/2014	
Total 128592:				32.16	32.16		
<b>ATCO INTERNATIONAL</b>							
<b>127716</b>	I0398759	DEGREASER / WIPES	03/04/2014	1,676.00	1,676.00	04/02/2014	
	I0398759	DEGREASER / WIPES	03/04/2014	158.00	158.00	04/02/2014	
Total 127716:				1,834.00	1,834.00		
<b>BANK OF AMERICA</b>							
<b>129478</b>	10209017-1 &-	REFUND CREDIT BALANCE	03/17/2014	34.86	34.86	04/02/2014	
	10209017-1 &-	REFUND CREDIT BALANCE	03/17/2014	53.43	53.43	04/02/2014	
Total 129478:				88.29	88.29		
<b>BARN FEED AND PET</b>							
<b>972</b>	252863	SHOP SUPPLIES	03/10/2014	1.93	1.93	04/02/2014	
Total 972:				1.93	1.93		
<b>BELL, DARBY</b>							
<b>129961</b>	13340014	REFUND UTILITY DEPOSIT	03/11/2014	66.47	66.47	04/02/2014	
Total 129961:				66.47	66.47		
<b>BIG BROTHERS/BIG SISTERS NW WY</b>							
<b>127462</b>	031214	COMMUNITY FUNDING ALLOCA	03/12/2014	98.38	98.38	04/02/2014	
Total 127462:				98.38	98.38		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>	11113	OFFICE SUPPLIES	02/26/2014	48.12	48.12	04/02/2014	
	11218	MATERIAL & SUPPLIES	03/10/2014	411.60	411.60	04/02/2014	
Total 1210:				459.72	459.72		
<b>BIG VALLEY BEARING &amp; SUPPLY</b>							
<b>1220</b>	113325	SWEEPER BEARINGS F07	03/17/2014	429.96	429.96	04/02/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1220:				429.96	429.96		
<b>BILLINGS CLINIC</b>							
<b>124021</b>							
	2301847	PHYSICALS FOR C24 FOR HDS	03/17/2014	327.00	327.00	04/02/2014	
Total 124021:				327.00	327.00		
<b>BLOEDORN LUMBER</b>							
<b>1590</b>							
	1580608	SUPPLIES	03/14/2014	23.26	23.26	04/02/2014	
Total 1590:				23.26	23.26		
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>							
<b>1360</b>							
	031714	INSURANCE PREMIUMS	03/17/2014	110,717.96	110,717.96	04/02/2014	
	031714	INSURANCE PREMIUMS - CRED	03/17/2014	5,058.88-	5,058.88-	04/02/2014	
Total 1360:				105,659.08	105,659.08		
<b>BONNET, CHAD</b>							
<b>124509</b>							
	031914	REFUND CASH BOND MC-1401-	03/19/2014	150.00	150.00	03/19/2014	
Total 124509:				150.00	150.00		
<b>BOONE'S MACHINE SHOP</b>							
<b>1400</b>							
	56622	WELDING	03/07/2014	40.00	40.00	04/02/2014	
Total 1400:				40.00	40.00		
<b>BOOT BARN, INC</b>							
<b>128267</b>							
	SR 165284	STEEL TOE BOOTS - NOAH BO	03/20/2014	179.99	179.99	04/02/2014	
Total 128267:				179.99	179.99		
<b>BORDER STATES INDUSTRIES, INC</b>							
<b>1420</b>							
	907034060	Meter F8S/9S Alpha Plus dmd me	03/13/2014	1,492.80	1,492.80	04/02/2014	MTR9SALPD
	907034061	OLIVE GLENN PH II	03/13/2014	1,045.39	1,045.39	04/02/2014	
	907053685	LOCATOR REPAIR	03/18/2014	24.16	24.16	04/02/2014	
	907068594	Meter F2S ITRON 1ph C200 240	03/20/2014	3,796.80	3,796.80	04/02/2014	MTR2SITR
	907068594	Meter F14/15/16S Itron meter	03/20/2014	746.42	746.42	04/02/2014	MTR16SELEC
Total 1420:				7,105.57	7,105.57		
<b>BRAVO COMPANY USA, INC</b>							
<b>129807</b>							
	1572	FIREARMS MAINT SUPPLIES	03/07/2014	425.70	425.70	04/02/2014	
Total 129807:				425.70	425.70		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>BRODY CHEMICAL</b>							
<b>1510</b>	360986	LIFT STATION DEODORANT	03/19/2014	2,407.49	2,407.49	04/02/2014	
Total 1510:				2,407.49	2,407.49		
<b>BROWNELL'S</b>							
<b>123297</b>	09891890.00	FIREARMS SUPPLIES	03/05/2014	51.61	51.61	04/02/2014	
Total 123297:				51.61	51.61		
<b>BRUCO, INC</b>							
<b>1550</b>	324034	MATERIAL & SUPPLIES	03/13/2014	516.90	516.90	04/02/2014	
Total 1550:				516.90	516.90		
<b>C &amp; C WELDING</b>							
<b>1690</b>	17353	SAFETY SUPPLIES	03/21/2014	493.44	493.44	04/02/2014	
Total 1690:				493.44	493.44		
<b>CABELA'S</b>							
<b>126368</b>	024454910	RIFLE / HANDGUN AMMUNITIO	03/17/2014	4,100.73	4,100.73	04/02/2014	
Total 126368:				4,100.73	4,100.73		
<b>CHARTER</b>							
<b>129861</b>	031314	INTERNET - CITY HALL	03/13/2014	79.90	79.90	04/02/2014	
	031514	INTERNET - SHOP	03/15/2014	46.14	46.14	04/02/2014	
	031514	INTERNET - SHOP	03/15/2014	11.88	11.88	04/02/2014	
	031514	INTERNET - SHOP	03/15/2014	6.99	6.99	04/02/2014	
	031514	INTERNET - SHOP	03/15/2014	4.89	4.89	04/02/2014	
Total 129861:				149.80	149.80		
<b>CITY OF CODY</b>							
<b>2260</b>	031714	UTILITIES	03/17/2014	427.94	427.94	04/02/2014	
	032414	UTILITIES	03/24/2014	2,646.48	2,646.48	04/02/2014	
	032414	UTILITIES	03/24/2014	140.22	140.22	04/02/2014	
	032414	UTILITIES	03/24/2014	1,074.57	1,074.57	04/02/2014	
	032414	UTILITIES	03/24/2014	3,960.93	3,960.93	04/02/2014	
	032414	UTILITIES - REC CENTER	03/24/2014	2,609.07	2,609.07	04/02/2014	
	032414	UTILITIES - REC CENTER	03/24/2014	7,827.22	7,827.22	04/02/2014	
	032414	UTILITIES	03/24/2014	1,104.38	1,104.38	04/02/2014	
	032414	UTILITIES	03/24/2014	284.47	284.47	04/02/2014	
	032414	UTILITIES	03/24/2014	167.32	167.32	04/02/2014	
	032414	UTILITIES	03/24/2014	117.11	117.11	04/02/2014	
	032414	UTILITIES	03/24/2014	1,820.02	1,820.02	04/02/2014	
	032414	UTILITIES	03/24/2014	1,167.12	1,167.12	04/02/2014	
	032414	UTILITIES	03/24/2014	457.58	457.58	04/02/2014	
	032414	UTILITIES	03/24/2014	4,371.56	4,371.56	04/02/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2260:				28,175.99	28,175.99		
<b>CITY OF CODY</b>							
<b>127400</b>							
	031914	PETTY CASH PD - ALCOHOL C	03/19/2014	15.04	15.04	04/02/2014	
	031914	PETTY CASH PD - BAIT MONEY	03/19/2014	5.46	5.46	04/02/2014	
	031914	PETTY CASH PD - NOTARY FEE	03/19/2014	18.00	18.00	04/02/2014	
Total 127400:				38.50	38.50		
<b>CODY CAB</b>							
<b>129079</b>							
	031814	TIPSY TAXI VOUCHERS (11-12)	03/18/2014	21.00	21.00	04/02/2014	
	031814	TIPSY TAXI VOUCHERS (12-13)	03/18/2014	70.00	70.00	04/02/2014	
	031814	TIPSY TAXI VOUCHERS (13-14)	03/18/2014	273.00	273.00	04/02/2014	
Total 129079:				364.00	364.00		
<b>CODY WINNELSON COMPANY</b>							
<b>2850</b>							
	133579-00	SAFETY GLASSES	03/04/2013	25.00	25.00	04/02/2014	
	133692-00	TOILET PARTS - REC	03/07/2014	16.56	16.56	04/02/2014	
Total 2850:				41.56	41.56		
<b>CRISIS INTERVENTION SERVICE</b>							
<b>3290</b>							
	032114	COMMUNITY FUNDING ALLOCA	03/21/2014	1,833.48	1,833.48	04/02/2014	
Total 3290:				1,833.48	1,833.48		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1527049-00	LIGHT BULBS	02/14/2014	181.18	181.18	04/02/2014	
	1531787-00	SYSTEM UPGRADE	03/10/2014	934.95	934.95	04/02/2014	
	1531787-00	OLIVE GLENN PHASE 2	03/10/2014	122.37	122.37	04/02/2014	
	1531791-00	FISH TAPE	03/04/2014	90.68	90.68	04/02/2014	
	1532426-00	MATERIAL & SUPPLIES	03/06/2014	22.08	22.08	04/02/2014	
	1533389-00	Conduit, 3" PVC - 10ft section	03/10/2014	375.28	375.28	04/02/2014	CONPVC310
	1533389-00	Conduit, 3" PVC - 10ft section	03/10/2014	804.18	804.18	04/02/2014	CONPVC310
	1534118-00	SHOWER TRANSFORMERS	03/12/2014	72.33	72.33	04/02/2014	
	1534730-00	OLIVE GLENN PHASE 2	03/13/2014	6.41	6.41	04/02/2014	
	1534730-00	Conduit, 3" PVC - 3' radius 90	03/13/2014	118.24	118.24	04/02/2014	CONPVC390
	1536543-00	TSC WIRING MODIFICATIONS	03/20/2014	24.65	24.65	04/02/2014	
	1536543-00	SUPPLIES	03/20/2014	38.50	38.50	04/02/2014	
	1536870-00	TSC WIRING MODIFICATIONS	03/20/2014	13.20	13.20	04/02/2014	
Total 3300:				2,804.05	2,804.05		
<b>CUSTOM DELIVERY SERVICE</b>							
<b>3343</b>							
	185573	FREIGHT - PARTS FOR C06	02/28/2014	32.09	32.09	04/02/2014	
Total 3343:				32.09	32.09		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>CUSTOM GARAGE DOOR LLC</b>							
<b>127015</b>							
	2662	REPAIR GARAGE DOOR - PARK	03/05/2014	462.50	462.50	04/02/2014	
Total 127015:				462.50	462.50		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	3790147	PEST CONTROL - WATER / W.W	02/10/2014	35.00	35.00	04/02/2014	
	3790147	PEST CONTROL - WATER / W.W	02/10/2014	35.00	35.00	04/02/2014	
	3828375	PEST CONTROL - REC CENTER	03/10/2014	61.00	61.00	04/02/2014	
	3828375	PEST CONTROL - REC CENTER	03/10/2014	61.00	61.00	04/02/2014	
	3828376	PEST CONTROL - AUDITORIUM	03/10/2014	70.00	70.00	04/02/2014	
	3828377	PEST CONTROL - CITY HALL	03/10/2014	50.00	50.00	04/02/2014	
	3828378	PEST CONTROL - EL SHOP	03/10/2014	50.00	50.00	04/02/2014	
	3828379	PEST CONTROL - SANT/RECY	03/10/2014	50.00	50.00	04/02/2014	
	3828380	PEST CONTROL - SHOP	03/10/2014	70.00	70.00	04/02/2014	
Total 128686:				482.00	482.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	031714	UTILITIES	03/17/2014	628.20	628.20	04/02/2014	
	031714	UTILITIES	03/17/2014	19.64	19.64	04/02/2014	
	032414	UTILITIES	03/24/2014	232.44	232.44	04/02/2014	
	032414	UTILITIES	03/24/2014	108.80	108.80	04/02/2014	
Total 2630:				989.08	989.08		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	1377507	SHEAR BOLTS FOR SNOW SW	03/05/2014	15.48	15.48	04/02/2014	
Total 4210:				15.48	15.48		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY 52593	SAFETY SUPPLIES / RAGS	03/13/2014	57.53	57.53	04/02/2014	
	WYCDY 52593	SAFETY SUPPLIES / RAGS	03/13/2014	74.53	74.53	04/02/2014	
	WYCDY52434	BOLTS C03	03/04/2014	13.26	13.26	04/02/2014	
	WYCDY52435	BOLTS FOR C03	03/04/2014	7.88	7.88	04/02/2014	
	WYCDY52477	BOLT FOR BENCH	03/07/2014	.31	.31	04/02/2014	
Total 126018:				153.51	153.51		
<b>FINISHING TOUCH</b>							
<b>126968</b>							
	29549	TRUCK REPAIR	03/13/2014	5,592.30	5,592.30	04/02/2014	
Total 126968:				5,592.30	5,592.30		
<b>GREAT WEST LINEN SUPPLY</b>							
<b>129966</b>							
	2273	RAGS - CITY WIDE	03/17/2014	75.00	75.00	04/02/2014	
Total 129966:				75.00	75.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>GUERRERO, HOLLIE</b>							
<b>129968</b>							
	032414	REFUND OVERPAYMENT ON M	03/24/2014	126.00	126.00	04/02/2014	
Total 129968:				126.00	126.00		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	124394	Grading "H"	03/07/2014	45,600.00	45,600.00	04/02/2014	ST 2
	124394	Grading "H"	03/07/2014	900.00	900.00	04/02/2014	
	124408	WASH 3/8 CHIPS	03/11/2014	3,162.18	3,162.18	04/02/2014	
Total 4780:				49,662.18	49,662.18		
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	1687-0	VALVE FOR FLOOR MACHINE	03/11/2014	168.73	168.73	04/02/2014	
	2035-0	MATERIAL & SUPPLIES	03/11/2014	9.41	9.41	04/02/2014	
	4153-0	MATERIAL & SUPPLIES	03/11/2014	239.36	239.36	04/02/2014	
Total 128769:				417.50	417.50		
<b>HOPKINS LIFE AND SAFETY</b>							
<b>5080</b>							
	9879	FIRST AID SUPPLIES - PD	03/03/2014	139.46	139.46	04/02/2014	
Total 5080:				139.46	139.46		
<b>ID EDGE</b>							
<b>129587</b>							
	65388	SUPPLIES	03/06/2014	166.50	166.50	04/02/2014	
Total 129587:				166.50	166.50		
<b>INLAND TRUCK PARTS</b>							
<b>5220</b>							
	1-91018	SHAFT - C06	02/05/2014	197.92	197.92	04/02/2014	
Total 5220:				197.92	197.92		
<b>KAY PARK-REC CORP</b>							
<b>126544</b>							
	00164863	FURNITURE & FIXTURES FOR	03/13/2014	1,735.00	1,735.00	04/02/2014	
Total 126544:				1,735.00	1,735.00		
<b>KITCHEN, SCOTT</b>							
<b>129803</b>							
	031314	REIMBURSE FOR MILEAGE	03/13/2014	32.09	32.09	04/02/2014	
Total 129803:				32.09	32.09		
<b>LANNAN'S SUPPLY</b>							
<b>5980</b>							
	087211	MATERIAL & SUPPLIES	03/10/2014	1,463.96	1,463.96	04/02/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 5980:				1,463.96	1,463.96		
<b>LARIAT INTERNATIONAL TRUCKS</b>							
<b>6000</b>							
	1240720025	SEAT CUSHIONS	03/13/2014	531.94	531.94	04/02/2014	
Total 6000:				531.94	531.94		
<b>LIEN, NATALIE</b>							
<b>129962</b>							
	11170037	REFUND UTILITY DEPOSIT	03/10/2014	78.24	78.24	04/02/2014	
Total 129962:				78.24	78.24		
<b>MOUNTAIN WEST SCREEN PRINTERS</b>							
<b>6930</b>							
	51046	YOUTH BASKETBALL	03/04/2014	878.42	878.42	04/02/2014	
	51100	UNIFORMS - EL DEPT	03/14/2014	757.93	757.93	04/02/2014	
Total 6930:				1,636.35	1,636.35		
<b>MURDOCH OIL, INC</b>							
<b>129640</b>							
	005198	#1 FUEL - BOBCAT	02/28/2014	56.03	56.03	04/02/2014	
Total 129640:				56.03	56.03		
<b>NAT'L SOCIETY OF PROF ENGINEERS</b>							
<b>7030</b>							
	031914	NSPE DUES	03/19/2014	201.00	201.00	04/02/2014	
Total 7030:				201.00	201.00		
<b>NORMONT EQUIPMENT COMPANY</b>							
<b>7315</b>							
	2403029	BROOM BRISTLES	03/12/2014	381.05	381.05	04/02/2014	
	2403030	GRADER BLADES	03/12/2014	892.22	892.22	04/02/2014	
Total 7315:				1,273.27	1,273.27		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	CM1250530	8" Megalug for DIP, w/acc	03/10/2014	183.64-	.00		1303-W
	CM1250530	8" Megalug for PVC, w/acc.	03/10/2014	213.08-	.00		1291-W
Total 7400:				396.72-	.00		
<b>OFFICE SHOP, THE</b>							
<b>7440</b>							
	30321	COPIER CONTRACT - PD	03/06/2014	602.57	602.57	04/02/2014	
	30322	COPIER - SHOP	03/06/2014	76.57	76.57	04/02/2014	
	30322	COPIER - SHOP	03/06/2014	76.56	76.56	04/02/2014	
	30322	COPIER - SHOP	03/06/2014	76.57	76.57	04/02/2014	
	30322	COPIER - SHOP	03/06/2014	76.56	76.56	04/02/2014	
	30322	COPIER - SHOP	03/06/2014	76.57	76.57	04/02/2014	
	30322	COPIER - SHOP	03/06/2014	76.56	76.56	04/02/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	30323	COPIER - CITY HALL	03/06/2014	2,384.34	2,384.34	04/02/2014	
	30324	COPIER CONTRACT - CITY HAL	03/06/2014	1,427.94	1,427.94	04/02/2014	
Total 7440:				4,874.24	4,874.24		
<b>ONE-CALL OF WYOMING</b>							
<b>127665</b>							
	34577	WYOMING ONE CALL	03/06/2014	15.00	15.00	04/02/2014	
Total 127665:				15.00	15.00		
<b>PARK COUNTY</b>							
<b>7670</b>							
	1525	COMPUTER FOR MEETING RO	03/12/2014	459.34	459.34	04/02/2014	
	1527	GARAGE HEATER REPAIR (CP	03/17/2014	266.32	266.32	04/02/2014	
Total 7670:				725.66	725.66		
<b>PITNEY BOWES INC</b>							
<b>126886</b>							
	8683311-MR14	POSTAGE MACHINE RENTAL	03/13/2014	616.38	616.38	04/02/2014	
Total 126886:				616.38	616.38		
<b>PRO-BUILD</b>							
<b>128149</b>							
	979315	DOOR SEAL - SHOP	02/05/2014	12.59	12.59	04/02/2014	
Total 128149:				12.59	12.59		
<b>PURCHASE POWER</b>							
<b>8240</b>							
	031314	POSTAGE - PD	03/13/2014	18.08	18.08	04/02/2014	
	031314	POSTAGE - ADMIN.	03/13/2014	1,755.97	1,755.97	04/02/2014	
	031314	POSTAGE - WATER	03/13/2014	3.47	3.47	04/02/2014	
	031314	POSTAGE - REC CENTER	03/13/2014	222.48	222.48	04/02/2014	
	031314	POSTAGE - REFILL FEE	03/13/2014	20.99	20.99	04/02/2014	
Total 8240:				2,020.99	2,020.99		
<b>RIMROCK AUTO GROUP</b>							
<b>127678</b>							
	5165808	HUB PARTS - D07	03/03/2014	1,094.05	1,094.05	04/02/2014	
Total 127678:				1,094.05	1,094.05		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	031914	UTILITIES	03/19/2014	39.24	39.24	04/02/2014	
	031914	UTILITIES	03/19/2014	306.12	306.12	04/02/2014	
Total 7570:				345.36	345.36		
<b>ROUSSAN, KRYSTAL</b>							
<b>129963</b>							
	13191025	REFUND UTILITY BALANCE	03/13/2014	96.49	96.49	04/02/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129963:				96.49	96.49		
<b>S &amp; S WORLDWIDE INC</b>							
<b>124166</b>							
	8019802	PING PONG BALLS	02/27/2014	69.98	69.98	04/02/2014	
	8024069	HOOPS	03/04/2014	78.19	78.19	04/02/2014	
Total 124166:				148.17	148.17		
<b>SHERWIN-WILLIAMS COMPANY</b>							
<b>127725</b>							
	1498-1	SHOP SUPPLIES - PAINT CLEA	03/05/2014	21.69	21.69	04/02/2014	
	8217-0	PAINT SUPPLIES	03/07/2014	72.60	72.60	04/02/2014	
Total 127725:				94.29	94.29		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	101609	PENS	03/14/2014	4.70	4.70	04/02/2014	
	101623	MATERIAL & SUPPLIES	03/17/2014	11.73	11.73	04/02/2014	
	101863	SUPPLIES	03/17/2014	125.60	125.60	04/02/2014	
	101897	MATERIAL & SUPPLIES	03/18/2014	18.58	18.58	04/02/2014	
Total 9140:				160.61	160.61		
<b>SIMONICH, PAULA</b>							
<b>129964</b>							
	14992021	REFUND UTILITY DEPOSIT	03/11/2014	79.29	79.29	04/02/2014	
Total 129964:				79.29	79.29		
<b>SMITH, ALEXIS</b>							
<b>129967</b>							
	13207046	REFUND UTILITY DEPOSIT	03/19/2014	172.44	172.44	04/02/2014	
Total 129967:				172.44	172.44		
<b>STEEL IN THE AIR INC</b>							
<b>129800</b>							
	2768	AT&T MICROWAVE INSTALL PR	03/12/2014	600.00	600.00	04/02/2014	
Total 129800:				600.00	600.00		
<b>STEWART, JANET</b>							
<b>129223</b>							
	031914	WITNESS FEES MC-1401-038	03/19/2014	5.00	5.00	04/02/2014	
Total 129223:				5.00	5.00		
<b>STINSON, BLAKE</b>							
<b>129037</b>							
	031714	REIMBURSE FOR TRAVEL FOR	03/17/2014	158.48	158.48	04/02/2014	
Total 129037:				158.48	158.48		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>STOTZ EQUIPMENT</b>							
<b>129828</b>							
	P12685	SKID SHOES - SNOW BLOWER	02/28/2014	163.11	163.11	04/02/2014	
Total 129828:				163.11	163.11		
<b>STROUPE PEST CONTROL CO</b>							
<b>9635</b>							
	022414	PEST CONTROL - CITY HALL	02/24/2014	70.00	70.00	04/02/2014	
	022414	PEST CONTROL - EL SHOP	02/24/2014	55.00	55.00	04/02/2014	
	022414	PEST CONTROL - RECYCLE C	02/24/2014	9.00	9.00	04/02/2014	
	022414	PEST CONTROL - SHOP	02/24/2014	23.00-	23.00-	04/02/2014	
Total 9635:				111.00	111.00		
<b>THE UPS STORE</b>							
<b>6240</b>							
	03486	EVIDENCE SHIPPING	03/18/2014	9.30	9.30	04/02/2014	
	3073	WATER SAMPLE SHIPPING	03/05/2014	42.47	42.47	04/02/2014	
	8087	MAIL SPONSOR LETTERS	03/06/2014	73.80	73.80	04/02/2014	
	8495	SHIPPING - PD	03/14/2014	13.82	13.82	04/02/2014	
	8598	EVIDENCE SHIPPING	03/17/2014	9.87	9.87	04/02/2014	
	8691	WATER SAMPLE SHIPPING	03/18/2014	45.12	45.12	04/02/2014	
Total 6240:				194.38	194.38		
<b>TRACTOR &amp; EQUIPMENT CO</b>							
<b>9930</b>							
	7690034	AIR HORN - H06	03/05/2014	42.00	42.00	04/02/2014	
Total 9930:				42.00	42.00		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-29900	AIR HOSE - N. LIFT STATION	03/17/2014	95.96	95.96	04/02/2014	
Total 9980:				95.96	95.96		
<b>V-1 PROPANE</b>							
<b>10180</b>							
	857562	PROPANE	12/06/2013	24.49	24.49	04/02/2014	
Total 10180:				24.49	24.49		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	01524	DISTILLED WATER - LAB	03/11/2014	70.40	70.40	04/02/2014	
	08915	SURGE PROTECTOR	03/12/2014	19.97	19.97	04/02/2014	
	08960	SUPPLIES	03/12/2014	18.88	18.88	04/02/2014	
	08960	SUPPLIES	03/12/2014	62.18	62.18	04/02/2014	
	09741	OFFICE SUPPLIES	03/17/2014	22.32	22.32	04/02/2014	
Total 10330:				193.75	193.75		
<b>WAYNE'S BOOT SHOP</b>							
<b>10430</b>							
	12627	STEEL TOE BOOTS - DALE AR	03/19/2014	180.00	180.00	04/02/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10430:				180.00	180.00		
<b>WEST PARK HOSPITAL</b>							
<b>10500</b>							
	022114-COPD	BLOOD DRAW - CASE 14-230	02/21/2014	162.85	162.85	04/02/2014	
Total 10500:				162.85	162.85		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>							
	88736	ADAPTER	01/27/2014	14.23	14.23	04/02/2014	
Total 10660:				14.23	14.23		
<b>WY CONFERENCE OF BLDG OFFICIAL</b>							
<b>124777</b>							
	2014-2	WCBO CONFERENCE REGISTR	03/14/2014	150.00	150.00	04/02/2014	
Total 124777:				150.00	150.00		
<b>WYOMING HOME &amp; RANCH</b>							
<b>129698</b>							
	36006	INSULATION	02/20/2014	6.99	6.99	04/02/2014	
Total 129698:				6.99	6.99		
<b>YANKEE CAR WASH</b>							
<b>128282</b>							
	030114	CAR WASHES - PD	03/01/2014	65.35	65.35	04/02/2014	
	030114	CAR WASHES - ELEC. DEPT.	03/01/2014	20.00	20.00	04/02/2014	
Total 128282:				85.35	85.35		
<b>ZEMKE, HELEN</b>							
<b>129965</b>							
	12154031	REFUND UTILITY DEPOSIT	03/11/2014	77.44	77.44	04/02/2014	
Total 129965:				77.44	77.44		
Grand Totals:				238,045.78	238,442.50		

Payroll total \$209,438.85

GRAND TOTAL \$447,881.35

## Report Criteria:

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

MEETING DATE: APRIL 1, 2014  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED BY: RICK MANCHESTER,  
DIRECTOR  
PRESENTED BY: RICK MANCHESTER

## AGENDA ITEM SUMMARY REPORT

### Cellular Tower Lease Amendment

#### ACTION TO BE TAKEN:

Request that City Council approves a motion for the cellular tower rent increase of at least \$1,400 per month. The increase is in addition to the current rent collection (\$899.75/month) and 3% annual escalator. Once staff and the City Attorney finalize agreeable terms of the lease amendment, allow the Mayor to sign the amendment to the rooftop lease agreement.

#### SUMMARY OF INFORMATION:

Cortel, LLC contacted me regarding AT&T desire to install two 6' microwave (MW) dishes on the existing tower. The City can approve, deny, or negotiate with AT&T adding additional equipment that is not specifically identified in the original lease. The lease requires that the City approves installation of any equipment changes. AT&T then must negotiate with us before they install any new equipment. The tower industry values the additional MW dishes at \$75-\$150/linear foot.

*According to Steele in the Air, the AT&T proposal of \$1,400/month is above averages based upon 12 linear feet of dish space at \$100/month per foot.*

Scott Kolpitcke and I are reviewing the final draft of their amendment to make sure the City is not giving away any rights that the current lease gives us.

#### FISCAL IMPACT

\$839,173 over the course of the agreement from FY03-04 through FY33-34

#### ALTERNATIVES

1. Accept the negotiated price of an additional \$1,400 per month
2. Continue to negotiate.
3. Status Quo

#### ATTACHMENTS

1. DRAFT first amendment to rooftop lease agreement
2. Financial report

#### AGENDA & SUMMARY REPORT TO:

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

Market: Wyoming  
Cell Site Number: WY1  
Cell Site Name: Cody  
Fixed Asset Number: 10139354

## FIRST AMENDMENT TO ROOFTOP LEASE AGREEMENT

THIS FIRST AMENDMENT TO ROOFTOP LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Cody, a Wyoming Municipality, having a mailing address of \_\_\_\_\_, (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F, West Tower, Atlanta, GA 30324 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a certain Rooftop Lease Agreement dated April 1, 2003, (the “Lease”) whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1402 Heart Mountain Street, Cody, Wyoming 82414; and

WHEREAS, Landlord and Tenant desire to amend the Lease to allow Tenant to modify its equipment on the tower.

WHEREAS, Landlord and Tenant, wish to amend the Lease to adjust the rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Modifications.** Pursuant to Section 1(a), Tenant shall install the following modifications at the Premises, which installation shall be in compliance with the terms of the Lease
  - a. Install one (1) 6’ Microwave Dish at the 50 RAD level.
  - b. Install one (1) 6’ Microwave Dish at the 50 RAD level
  - c. Install two (2) new ice shields MD-S6
  - d. Install three (3) new runs of EWP90 Waveguide cable.
2. **Exhibit.** Exhibit B of the Lease is hereby amended by Exhibit B-8, attached hereto and made a part hereof. In the event of a discrepancy between Exhibit B attached to the Lease and the attached Exhibit B-8, Exhibit B-8 will control.
3. **Rent.** The parties agree that, pursuant to Section 7 (a), Rent shall be adjusted to reflect a pro-rata increase due to the installation of the above listed modifications. The monthly rental amount shall increase by Fourteen Hundred and 00/100 Dollars (1400.00). The anniversary date set forth in Section 2 shall remain the same. The rental increase shall be in full force and effect the first day of the month following full execution of the Amendment.

4. **Emergency 911 Service.** In the future, for an additional fee and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be effective as of the last date written below.

**LANDLORD:**  
City of Cody,  
A Wyoming Municipality

**TENANT:**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:  
Print Name:  
Its:  
Date:

- By: -  
Print Name: -  
Its:  
Date:

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_ of \_\_\_

to the Structure Lease Agreement dated April 14, 2000, by and between City of Cody, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

Lease Area Sketch or Survey:

**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.





FY03-04 through FY13-14	\$ 105,400.07
FY14-15	\$ 27,804.09
FY15-16	\$ 28,638.18
FY16-17	\$ 29,497.32
FY17-18	\$ 30,382.26
FY18-19	\$ 31,293.66
FY19-20	\$ 32,232.54
FY20-21	\$ 33,199.50
FY21-22	\$ 33,966.39
FY22-23	\$ 34,298.10
FY23-24	\$ 35,326.98
FY24-25	\$ 36,386.79
FY25-26	\$ 37,478.40
FY26-27	\$ 38,602.77
FY27-28	\$ 39,760.86
FY28-29	\$ 40,953.69
FY29-30	\$ 42,182.37
FY30-31	\$ 43,447.83
FY31-32	\$ 44,751.24
FY32-33	\$ 46,093.74
FY33-34	\$ 47,476.59
	<u>\$ 839,173.37</u>

Assumptions:

- Current rate of \$899.75 as of 4/1
- Additional \$1,400 per month as of 5/1
- Increase of 3% every April 1st

## AGENDA ITEM SUMMARY REPORT

### Street Closure –2014 Best of the Rockies Horse Sale

#### ACTION TO BE TAKEN

##### Street Closure:

Consider a request from Clark Management Company for the closure of 12<sup>th</sup> Street, between Sheridan Avenue and Beck Avenue, from 9:00 a.m. on Friday, May 9<sup>th</sup>, 2014, through Saturday, May 10<sup>th</sup>, 2014, at 9:00 p.m.

##### Additional Barricades

Although event organizers have some barricades, they are requesting additional barricades from the City so that all alleys and drives can be blocked off within the event area

##### Ordinance Exemption:

Exemption to Cody Ordinance 3-8; Open Containers on public streets, school grounds, parks, etc. Consider a request from the Irma Hotel for an open container permit for Saturday May, 10<sup>th</sup>, 2014, from 10:00 a.m. through midnight. Alcohol will be dispensed from the porch of the Irma Hotel.

Private security will be provided by the Irma Hotel during the event.

#### SUMMARY OF INFORMATION

Clark Management Company, is requesting permission to hold their annual “Best of the Rockies Horse Sale” formally known as “Cody Wild West Days” event on 12<sup>th</sup> Street, between Sheridan Avenue and Beck Avenue, on Friday, May 9<sup>th</sup>, 2014, through Sunday, May 11<sup>th</sup>, 2014. The two (2) day event will commence at 12:00 p.m., Friday, through Sunday, at 12:00 p.m. Friday is a set-up day with Saturday being the actual day for festivities. Sunday morning will be use to tear down corals, barricades and clean the street. The event consists of a horse sale and horsemanship related demonstrations. The event is also a social gathering with alcohol being served on the porch of the Irma Hotel and as such, the Irma Hotel, is requesting an open container permit for Saturday only in conjunction with this event. The City Council has approved this request in the past.

#### FISCAL IMPACT

Fiscal impact to the City of Cody will be minimal. The event organizers are only requesting that City assist them with some barricades during the event. All set-up and tear down will be completed by event organizers. At the completion of the event, organizers will cover any costs incurred in the cleaning of the street.

#### ALTERNATIVES

The Irma Hotel would need to select a different public location and submit another closure request, or private property should the Council deny this request.

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

**RECOMMENDATION**

1. Staff recommendation is that both request be approved for the above time frame.
2. Require applicant (Clark Horse Sale) to provide proof of liability insurance.
3. Security be provided and present during the event
4. Wrist bands are issued to those persons 21 years of age or older who are consuming alcohol.

**ATTACHMENTS**

1. City of Cody Agenda Request Forms

**AGENDA & SUMMARY REPORT TO:**

Kay Clark, Clark Management Company  
John Darby, Irma Hotel

# 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 JAKE CLARK, JOHN DARBY  
Organization Represented CLARK MANAGEMENT COMPANY & IRMA HOTEL (C.M.H., INC.)  
FOR BEST OF THE ROCKIES EVENTS CODY COUNTRY HORSE SALE

Date you wish to appear before the Council APRIL 1, 2014

Mailing Address 1192 SHERIDAN AVE. Telephone 587-4221  
CODY, WY 82414

E-Mail Address jackie@irmahotel.com (Jackie Rosen, POC)

Preferred form of contact: Telephone \_\_\_\_\_ E-Mail

Names of all individuals who will speak on this topic JAKE CLARK & JOHN DARBY

Event Title (if applicable) BEST OF THE ROCKIES CODY COUNTRY HORSE SALE (formerly CODY WILD WEST DAYS)

Date(s) of Event (if applicable) MAY 9 & 10, 2014 (MOTHER'S DAY WEEKEND)

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) REQUESTING CLOSURE OF 12<sup>TH</sup> ST. BETWEEN SHERIDAN & BECK FROM 9AM FRIDAY MAY 9 THROUGH SUNDAY MAY 11 AT 7AM. FRIDAY MAY 9<sup>TH</sup> WILL BE USED FOR SETUP. SATURDAY MAY 10<sup>TH</sup> IS THE HORSE SALE & CLEANUP WITH ALLOWANCE FOR STREET SWEEP UNTIL EARLY SUNDAY MORNING. EVENT CONSISTS OF HORSE SALE & HORSEMANSHIP DEMONSTRATIONS. INSURANCE CERTIFICATE IS ATTACHED.

Which City employee(s) have you spoken to about this issue? \_\_\_\_\_

Signature John C Darby Date 3-19-2014

# Clark Management Company

Jake and Kay Clark  
1134 Road 14, Powell, Wyoming 82435  
Phone: (307) 754-4320



City of Cody  
Attention: City Council Members and Mayor

Clark Management Company requests a street closure in order to provide Cody with the Annual Horse Sale which takes place on Mother's Day Weekend. We have managed the horse sale since May 2001 and feel that we have provided a western event which adds to Cody Wyoming's Western Flair. We pride ourselves on promoting an event which brings horses that are both gentle and guaranteed sound, which is the reason we have return buyers bringing people into Cody during this time of year. Hearing from people from out of the area...this horse sale has been tagged 'the horse sale that's in downtown Cody', which helps to give Cody and the horse sale special recognition from other cities and/or sales of this type.

Clark Management Company is licensed through the State of Wyoming Livestock Board, bonded through CNA Surety and operate in compliance with the U.S. Dept of Agriculture-Packers & Stockyards Administration.

We have attached a list of supporters of the horse sale and their support of the street closure for your review. If you wish to hear from these businesses as to their support, please advise and we will work to see that they are present to appear before the Council.

The following businesses are supporters for this year's horse sale &/or street closure

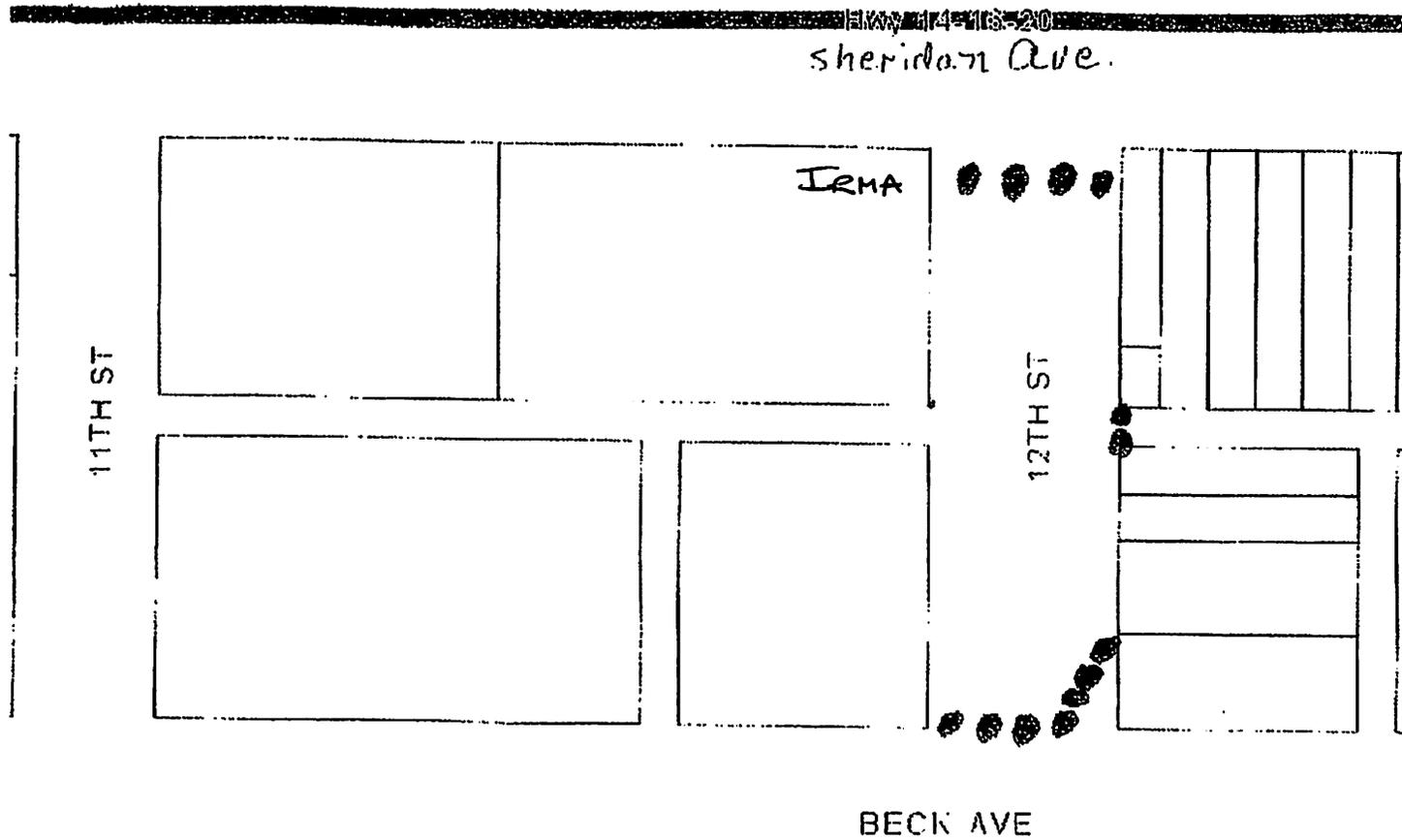
Best Western Sunset Motor Inn	161 8th St.	Cody
Big Horn Radio Network	1949 Mountain View Dr.	Cody
Bobcat of the Big Horn Basin	2424 Big Horn Ave	Cody
Buffalo Bill Historical Center		Cody
Coca Cola Bottling Company	100 S First St	Riverton
Cody Country Chamber	836 Sheridan Ave.	Cody
Cody Country Realty	1125 12 <sup>th</sup> St	Cody
Cody Equine	P.O. Box 308	Cody
Cody Feed	2707 Big Horn Ave	Cody
Cody Motor Lodge	1455 Sheridan Ave	Cody
Custom Cowboy Shop	1286 Sheridan Ave	Cody
B.W. Insurance	1130 Sheridan Ave	Cody
Dude Ranchers' Association	1122 12th St.	Cody
First Bank of Wyoming	1426 Sheridan	Cody
Fremont Motors	1000 Highway 14A	Powell
Irma	1192 Sheridan Ave.	Cody
Mountain Paradise Ranch	19 Bartlett Lane	Cody
Mountaineer Animal Clinic-Rock Springs	1801 Yellowstone Rd	Rock Springs
Wyoming Home and Ranch	2819 Big Horn Ave.	Cody
Proud Cut Saloon – Del & Becky Nose	1227 Sheridan Ave	Cody
Skyline Motor Inn	1919 17 <sup>th</sup> St	Cody
Tanager Beverages	P.O. Box 2077	Cody
The Barn Feed & Pet	2621 Big Horn Ave	Cody
The Cody	232 W Yellowstone Ave	Cody
The Red Horse Gallery	1149 Sheridan Ave	Cody
Triple L Sales	3460 Big Horn Ave.	Cody
Wayne's Boots	1250 Sheridan	Cody

Thank you for your consideration,



Clark Management Company  
 Jake & Kay Clark

Jump to ... link help



● Barricades / Cones

Foreground Layers:

- Az House Numbers
- Az Lot Numbers
- Address Points
- Roads, Streets, Highways
- ∧ Ownership
- ✱ Incorporated Towns
- Public Land Survey
- Survey Corner Records
- FEMA Flood Zones
- ∧ Rivers, Creeks, Lakes
- Subdivisions
- ✱ School Districts

Administrative Layers:

- Public Lands
- Voter Precincts
- County Zoning
- Planning Areas
- Cody Zoning
- Powell Zoning
- Meeteetse Zoning

Background Layer:

- 2012 Aerial Photography
- 2009 Aerial Photography
- USGS Topcs

Apr 08, 2013 12:18 PM 8886845929 To: 13075276532 Page 5/5 From: Clark Management Company

NAD83 Wyoming West Central USft  
N. 1467381 E: 1886194

Long: -109° 03' 56.2" Lat: 44° 31' 34.1"  
Long: -109.0656° Lat: 44.5262"  
Scale = 1 : 830

NAD 83 UTM Zone 12N meters  
X = 653712 Y = 4932134  
Designed by Greenwood Mapping, inc.



# CERTIFICATE OF LIABILITY INSURANCE

BESTO-3 OP ID: G1

DATE (MM/DD/YYYY)  
03/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

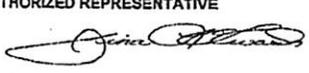
<b>PRODUCER</b> Wyoming Financial - Cody P.O. Box 1898 Cody, WY 82414 Lucas Anderson	<b>CONTACT NAME:</b> Lucas Anderson <b>PHONE (A/C, No, Ext):</b> 307-527-6201 <b>E-MAIL ADDRESS:</b> landerson@wercs.com	<b>FAX (A/C, No):</b> 307-527-6853
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Best of the Rockies Events 1192 Sheridan Ave. Cody, WY 82414	<b>INSURER A:</b> United States Liability Ins	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>No Profit D &amp; O</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NDO1561023	01/15/2014	01/15/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Non Profit Directors & Officers policy.

<b>CERTIFICATE HOLDER</b>  CITOCO3  City of Cody PO Box 2200 Cody, WY 82414	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# 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.

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\*\*\*\*\*

Name of person to appear before the Council JOHN DARBY

Organization Represented CIH, INC, dba IRMA HOTEL

Date you wish to appear before the Council APRIL 1, 2014

Mailing Address 1192 SHERIDAN AVE.  
CODY, WY 82414 Telephone 587-4221

E-Mail Address jackie@irmahotel.com (Jackie Rosen, POC)

Preferred form of contact: Telephone \_\_\_\_\_ E-Mail

Names of all individuals who will speak on this topic JOHN DARBY

Event Title (if applicable) BEST OF THE ROCKIES CODY COUNTRY HORSE SALE

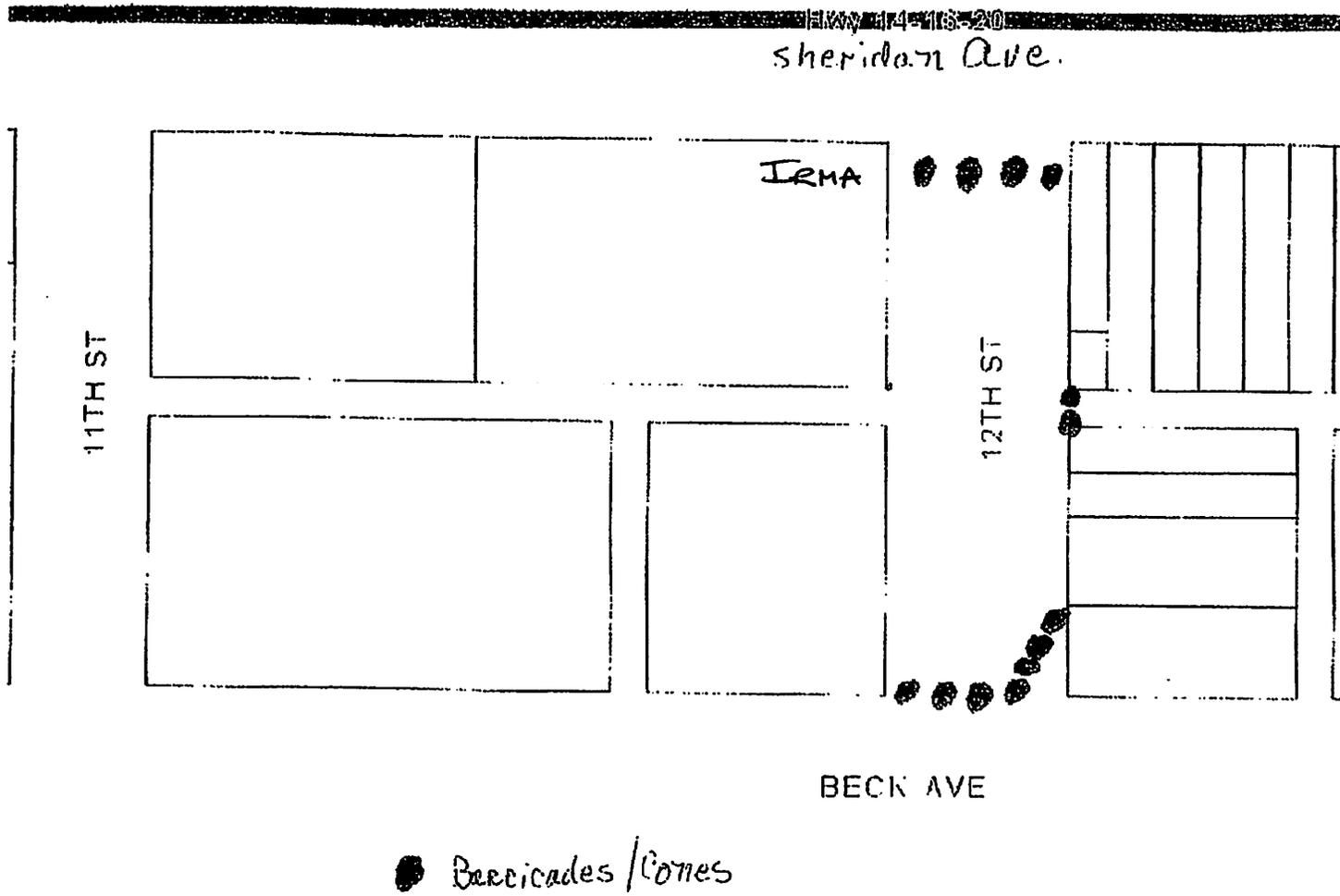
Date(s) of Event (if applicable) MAY 10, 2014

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) OPEN CONTAINER PERMIT ON 12<sup>TH</sup> STREET, BETWEEN SHERIDAN & BECK, BETWEEN 9AM & 9PM, SATURDAY MAY 10, 2014, FOR SOCIAL GATHERING DURING BEST OF THE ROCKIES CODY COUNTRY HORSE SALE. ALCOHOL WILL BE SERVED FROM THE IRMA PORCH PURSUANT TO A CATERING PERMIT TO BE OBTAINED. A COPY OF INSURANCE CERTIFICATE IS ATTACHED.

Which City employee(s) have you spoken to about this issue? \_\_\_\_\_

Signature John C Darby Date 3-19-2014

Jump to ... link help



Foreground Layers:

- AZ House Numbers
- Az Lot Numbers
- Address Points
- Roads, Streets, Highways
- ∨ Ownership
- ∨ Incorporated Towns
- Public Land Survey
- Survey Corner Records
- FEMA Flood Zones
- ∨ Rivers, Creeks, Lakes
- Subdivisions
- ∨ School Districts

Administrative Layers:

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- Planning Areas
- Cody Zoning
- Powell Zoning
- Meeteese Zoning

Background Layer:

- 2012 Aerial Photography
- 2009 Aerial Photography
- USGS Topcs

Apr 08, 2013 12:18 PM 8886845929 To: 13075276532 Page 5/5 From: Clark Management Company

NAD83 Wyoming West Central USft  
N: 1467381 E: 1886194

Long: -109° 03' 56.2" Lat: 44° 31' 34.1"  
Long: -109.0656° Lat: 44.5262°  
Scale: 1 : 830

NAD 83 UTM Zone 12N meters  
X = 653712 Y = 4932134  
Designed by Greenwood Mapping, inc.



# CERTIFICATE OF LIABILITY INSURANCE

CIHIN-1

OP ID: G1

DATE (MM/DD/YYYY)

03/17/2014

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<b>PRODUCER</b> Wyoming Financial - Cody P.O. Box 1898 Cody, WY 82414 Ron Meeker	<b>CONTACT NAME:</b> Ron Meeker	
	<b>PHONE (A/C, No, Ext):</b> 307-527-6201	<b>FAX (A/C, No):</b> 307-527-6853
<b>E-MAIL ADDRESS:</b> RMeeker@wercs.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Ohio Casualty Insurance Group		<b>24074</b>
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

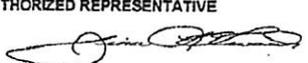
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BKS55515197	07/14/2013	07/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Liquor Liability</b>		BKS55515197	07/14/2013	07/14/2014	Ea. Cause 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  CITOC03  City of Cody PO Box 2200 Cody, WY 82414	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

MEETING DATE: APRIL 1, 2014  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## AGENDA ITEM SUMMARY REPORT

### 2014 Street Closure Request from The Cody Gunfighters

#### ACTION

The closure of 12<sup>th</sup> Street between Sheridan Avenue and the first alley south of Sheridan Avenue from 5:30 p.m. through 7:00 p.m., from June 1, 2014 through September 30, 2014 for the Cody Gunfighters nightly show.

#### BACKGROUND

The "Cody Gunfighters" are requesting permission to hold their annual June through September entertainment event on 12<sup>th</sup> Street between Sheridan Avenue and the first alley south of Sheridan Avenue.

The City Council has approved this request in the past.

This section of 12<sup>th</sup> Street is subject to closure requests for other events during the year.

#### SUMMARY

The purpose of this closure is to allow the "Cody Gunfighters" to entertain the general public and visitors of Cody. The Cody Gunfighters will provide a scripted theatrical type event that re-enacts old western days.

The Cody Gunfighter presentation will take place during the following time period:

June 01, 2014 through September 30, 2014  
Monday through Saturday,  
5:30 PM through 7:00 PM.

No alcohol will be permitted in the street. No sale of "seating" will be permitted on City Sidewalk or right-of-way.

#### FISCAL IMPACT

There is no fiscal impact to the City of Cody.

The event organizers provide the barricades, signage, and personnel for set-up and tear-down.

The event organizers clean the street following each performance.

#### ALTERNATIVES

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

The Gunfighters would need to select a different public location and submit another closure request, or private property should the Council deny this request.

**RECOMMENDATION**

1. Staff recommendation is that this request be approved for the above time frame, including no alcohol allowed in the street and no sale of “seating” will be permitted on City Sidewalk or right-of-way.
2. Require applicant to provide proof of liability insurance.

**ATTACHMENTS**

1. City of Cody Agenda Request From

**AGENDA & SUMMARY REPORT TO:**

John Darby

# 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 JAY THORINGTON!  
DON BASH & JOHN DARBY

Organization Represented CODY GUNFIGHTERS

Date you wish to appear before the Council APRIL 1, 2014

Mailing Address 1192 SHERIDAN AVE.  
CODY WY 82414 Telephone 587-4221

E-Mail Address jackie@irmahotel.com (Jackie Rosen POC)

Preferred form of contact: Telephone \_\_\_\_\_ E-Mail

Names of all individuals who will speak on this topic DON BASH & JOHN DARBY  
JAY THORINGTON

Event Title (if applicable) CODY GUNFIGHTERS

Date(s) of Event (if applicable) JUNE 2 THROUGH SEPTEMBER 30, 2014  
MONDAY THROUGH SATURDAY 5:30-7:00pm

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) STREET CLOSURE FOR THE CODY GUNFIGHTERS  
IRMA HOTEL (CIH, INC) INSURANCE IS ATTACHED. CODY GUNFIGHTERS INSURANCE  
IS ON FILE AT CITY OF CODY.

Which City employee(s) have you spoken to about this issue? \_\_\_\_\_

Signature John C. Darby Date 3-19-2014

**Cody Gunfighters**  
1192 Sheridan Avenue  
Cody, Wyoming 82414

City of Cody  
Mayor Nancy Tia Brown and City Council Members

The Cody Gunfighters wish to thank you for supporting our group! We enjoy bringing the Old West and your business to the attention of the general public and tourists. The Cody Gunfighters are one of the top 4 attractions of Cody and help bring in tourists from all over the country. We are seeking the closure of 12<sup>th</sup> Street for our shows starting June 2<sup>nd</sup> through September 30<sup>th</sup>, 2014. The shows will continue to be Monday through Saturday, 5:30pm until 7pm.

Each year we approach the Cody City Council for approval on the above mentioned street closure. The Gunfighters would like to be added to the City Council Consent Agenda. If necessary we would be happy to explain how many people come to see and enjoy our professional and family fun oriented shows. People from all over the world come and enjoy the hospitality of Cody Country by shopping in our stores, enjoying the town attractions and staying in our hotels. Attached is a sponsor list of fellow business men and women, and supporters of the Cody Gunfighters.

Once again, thank you for your support of the Cody Gunfighters. Without your support, these events would not be possible. There will be some new gunfighter shows this year. Please come to see them.

Please contact Jackie Rosen at The Irma Hotel at 587-4221 or email [jackie@irmahotel.com](mailto:jackie@irmahotel.com) with any questions or for more information. She will be the contact regarding the City Council Agenda.

Respectfully,

The Cody Gunfighters

## **CODY GUNFIGHTERS SPONSOR LIST**

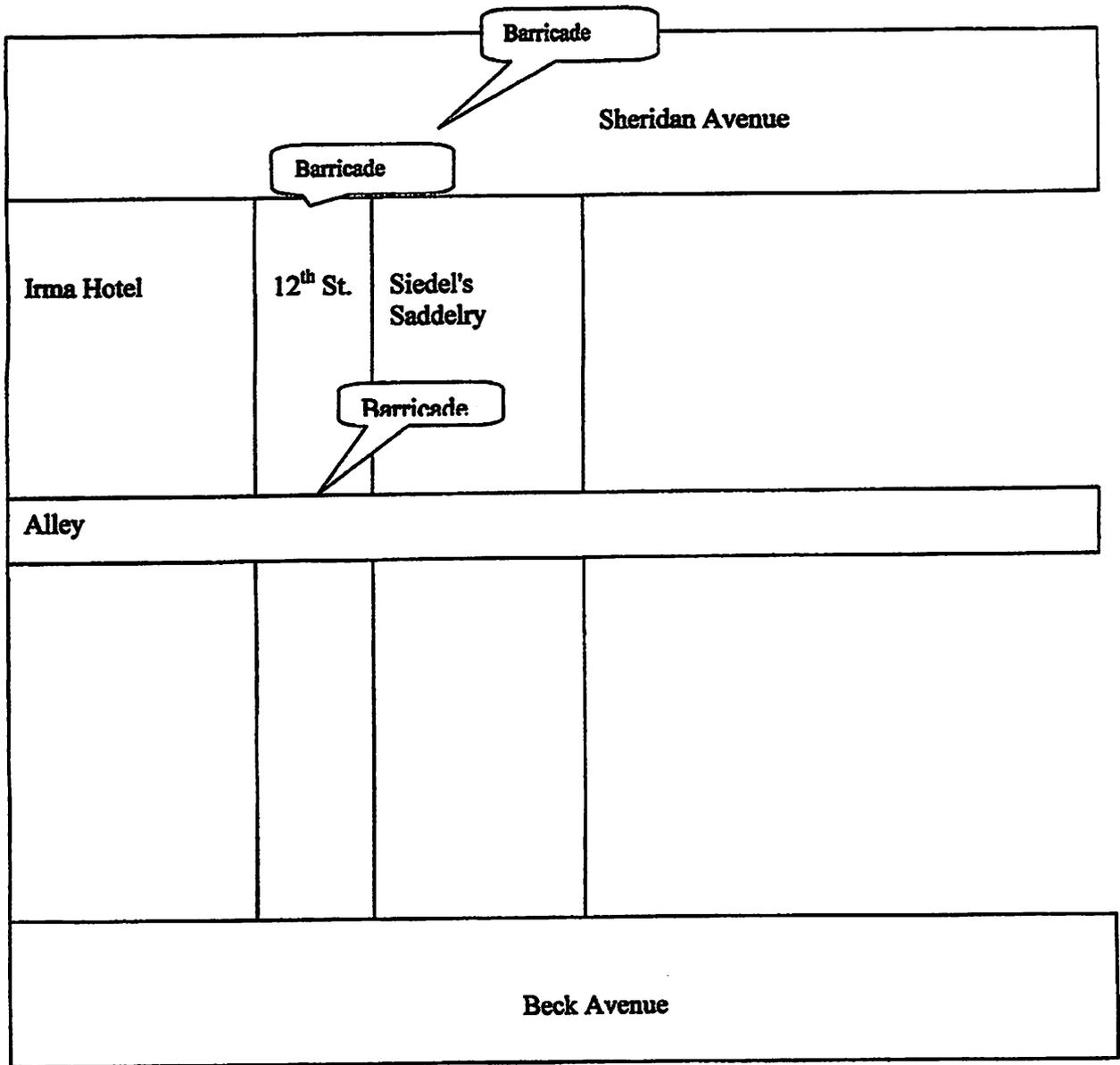
Adriano's  
Buffalo Bill's Irma Hotel  
Cody Country Chamber of Commerce  
Cody Night Rodeo  
Coke  
Dude Rancher Association  
Dug Up Gun Museum  
Tanager Beverages  
The Cody Trolley  
Yellowstone Gift Shop  
Zapata's

**APPROXIMATE NUMBER OF VISITORS:**  
400 TO 700 PEOPLE PER NIGHT ON AVERAGE

This is a non-profit organization that gives to charities. The following is a list of just a few:

Humane Society  
Cody Cupboard  
Crisis Intervention Center  
Cancer Society  
Habitat for Humanity  
Mana House  
MDA

The Cody Gunfighters request the closing of a portion of 12<sup>th</sup> Street for their re-enactment shows for the summer of 2014. Barricades to be set up according to the diagram from 5:30pm – 6:45pm Monday through Saturday, June through September.





MEETING DATE: FEBRUARY 4, 2014

DEPARTMENT: ADMINISTRATION

PREPARED BY: CYNTHIA BAKER

PRESENTED BY: CYNTHIA BAKER

## **AGENDA ITEM SUMMARY REPORT**

### **Red Canyon River Trips Lease Agreement**

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

Approve an agreement between the City of Cody and Red Canyon River Trips, for an encroachment license and lease agreement for public right of way located on Beck Avenue, between 12<sup>th</sup> Street and the first approach west of 12<sup>th</sup> Street, for the term of May 1 through September 30.

#### **SUMMARY OF INFORMATION:**

Ken Martin, owner of Red Canyon River Trips has requested to use the City owned public right of way located on Beck Avenue, from 12<sup>th</sup> Street to the first approach west of 12<sup>th</sup> Street for the purpose of parking his river trip van and boat trailer. The area in which his business is located is also adjacent to the Cody Trolley Tours and between the Trolleys and his van and boat, there is not sufficient room to park both vehicles on 12<sup>th</sup> Street. In order to accommodate the public, Cody Trolley Tours and his clients, Mr. Martin is requesting this area for his parking which is nearby his place of business.

The City of Cody has entered into encroachment agreements such as this in the recent past. One agreement was with the Stump Family Trust for the encroachment of a deck onto the City right of way and one agreement was with Diehl Enterprises for the encroachment onto public right of way of the property known as the Chamberlin Inn.

#### **FISCAL IMPACT**

The City of Cody will receive \$50 for the encroachment license.

#### **ALTERNATIVES**

Deny the request.

Suggest the Bob Moore Parking Area or the Cody Auditorium Parking Area.

#### **ATTACHMENTS**

Agenda Request Form  
License Agreement

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

Ken Martin 307-272-1192 and [mustang@tritel.net](mailto:mustang@tritel.net)

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

# City of Cody Agenda Request Form

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\*\*\*\*\*

Name of person to appear before the Council Ken martin

Organization Represented Red canyon river Trips

Date you wish to appear before the Council any time

Mailing Address 69 Wildhorse Rd Telephone 272/192

E-Mail Address mustang@Tritel.net

Preferred form of contact:  Telephone  E-Mail any

Names of all individuals who will speak on this topic Ken martin

Full description of topic to be discussed (include all relevant information)  
use of Inland next to Irma Parking lot  
may - Sept

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

Ken martin  
Signature Date Submitted

## **AGREEMENT FOR ENCROACHMENT LICENSE**

THE PARTIES to this agreement are the City of Cody, Wyoming (CITY) and Red Canyon River Trips (RED CANYON). This agreement is dated as of the date last executed by the parties below.

### **RECITALS**

1. City of Cody is a properly formed municipal corporation in the State of Wyoming.
2. Red Canyon River Trips would like to utilize the City of Cody owned Public Right of Way located on the north side of Beck Avenue next to 12<sup>th</sup> Street, from 12<sup>th</sup> Street, west to the first approach west of 12<sup>th</sup> Street for the purpose of parking the motor vehicles and associated trailers in conjunction with the Red Canyon River Trips. The area requested is the dirt portion between the curb and gutter and the sidewalk.
3. The City is willing to accommodate Red Canyon and allow the encroachment for parking on the city owned public right of way.

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

1. City hereby grants a license to RED Canyon to encroach on the following described parcel of City public right of way: See Attachment A
2. Red Canyon shall pay to the City the sum of Ten Dollars (\$10.00) per month for a total of \$50 payable to the City of Cody on or before May 1, 2014.
3. The term of this agreement shall be May 1, 2014 through September 30, 2014.
4. This license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever. In the event that City determines it will revoke this license, it shall give notice to Red Canyon in writing at least thirty (30) days in advance of the revocation.
5. Once the City terminates or revokes this license, Red Canyon agrees to remove any and all vehicles and trailers from the City public right of way and will restore the same to its original condition at the sole cost and expense of Red Canyon within fifteen (15) days of the revocation.
6. Red Canyon assumes all liability for itself, its agents, its representatives, employees, guests, invitees, and for the general public's presence and activities upon the public right of way occupied and shall indemnify and hold harmless the City, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding Red Canyon's use of the public right of way. This shall include but not be limited to claims or actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the public right of way by Red Canyon or its agents, representatives, guests or employees. This indemnification shall include reasonable attorney's fees incurred by the City in defense of any action brought by any party against the City arising out of this agreement or use of the public right of way by Red Canyon's agents, representatives, guests and employees.



MEETING DATE: APRIL 1, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Award of Banking Services**

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

Select the proposal for banking services submitted by Wells Fargo Bank and award Wells Fargo Bank the banking services agreement for the three year period of FY14-15, FY15-16 and FY16-17.

#### **SUMMARY OF INFORMATION:**

The City's current banking services agreement was established in July 2009 and ran for a three year period with the City retaining the option to extend the agreement for two one-year periods. The City's second extension expires on June 30, 2014.

A Request for Proposal for banking services was issued in February 2014 for the three year period of FY14-15, FY15-16 and FY16-17 with the City retaining the option to extend the agreement for three additional 1-year periods. The RFP was sent to all the financial institutions which have been designated as official depositories by the City Council which includes Wells Fargo Bank, Pinnacle Bank, Big Horn Federal Bank, US Bank, Bank of the West, and First Bank of Wyoming.

The City received three proposals by the deadline from Wells Fargo Bank, Pinnacle Bank and US Bank. These proposals were reviewed and discussed by a committee that consisted of the City Administrator, the Finance Officer and the Administrative Services Officer. The proposals were evaluated on several factors including:

- Qualified depository for public funds in accordance with Wyoming Statutes.
- Scope of proposed services.
- Cost of services and effectiveness of total services performed.
- Estimated interest earnings on deposits.
- Experience, expertise, and qualifications of key bank personnel assigned to the City.
- Financial strength and stability of bank.
- Value of any new products or services suggested.
- Breadth of services.
- Quality level of services to be performed and proposed approach to cost control, service level monitoring and administration.
- Clarity, completeness, and timeliness of information provided for evaluation by the City.

Each proposal met the criteria and evaluation factors outlined in the RFP. The deciding factor for the recommendation is the overall financial benefit to the City. As the financial comparison indicates,

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

when considering the interest rates and fees proposed, Wells Fargo Bank’s proposal would provide the greatest financial benefit by offering a net annual value of \$15,684.

**FISCAL IMPACT**

The City has enjoyed a 1.125% interest rate for the past 5 years however current market conditions are affecting interest rates which are reflected in the proposals received. The following chart shows the proposed interest rates, estimated annual earnings and change from current earnings:

Bank	Interest Rate	Estimated Annual Interest Earnings	Change from Current Interest Earnings
Wells Fargo	.20%	\$15,684	(\$147,219)
Pinnacle Bank	.20% fixed .15% variable	\$28,960 fixed \$21,720 variable	(\$133,943) fixed (\$141,183) variable
US Bank	.035% fixed	\$5,068	\$(157,835)

Each proposal also includes a fee component for services provided. Two proposals offered the opportunity for the City to offset fees through an Earnings Credit Rate (ECR), a compensating balance or a combination of both. If the ECR and compensating balances meet the requirements set forth in the proposals the cost of the monthly fees would be offset resulting in no expense to the City. The following chart shows the proposed fees and net value:

Bank	Estimated Annual Fees	Opportunity to Offset Fees	Net Value (interest earnings – fees)
Wells Fargo	\$33,003	Yes	\$15,684
Pinnacle Bank	\$42,000	No	(\$13,040)
US Bank	\$28,392	Yes	\$5,068

**ALTERNATIVES**

1. Award the banking services agreement to Wells Fargo Bank
2. Reject the proposal from Wells Fargo Bank and instead award the contract to either Pinnacle Bank or US Bank
3. Reject all proposals and direct staff to issue a new RFP for banking services

**ATTACHMENTS**

None

**AGENDA & SUMMARY REPORT TO:**

1. Chad Hopkin 307-527-2621

MEETING DATE: APRIL 1, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: JENNI ROSENCRANSE

PRESENTED BY: JENNI ROSENCRANSE

## **AGENDA ITEM SUMMARY REPORT** **Professional Services Agreement**

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

Enter into a Professional Services Agreement between the City of Cody and Holm, Blough and Company for the Design, Bidding and Construction Administration for the Mountain Spirit Habitat for Humanity's Infrastructure Project in the amount of \$44,000.

### **SUMMARY OF INFORMATION:**

The City of Cody and Mountain Spirit Habitat for Humanity have been awarded a Community Development Block Grant in the amount of \$395,000 for the construction of infrastructure within the Mountain Spirit Subdivision in Cody. This funding will complete phases 3 and 4 of this project which originally began in 2006.

In planning this project, I made a decision not to do a request for proposals for engineering services for this particular project. The reason for this decision is that Holm, Blough and Company did the design for the subdivision in 2006 and already had the plan set from which to work from. It was determined that the work should not be duplicated and that the project should move forward with the original engineer of the subdivision.

The scope of the services included in this agreement call for the design (already done), bidding, and construction oversight and administration for this project.

### **FISCAL IMPACT**

This is a pass through grant for the City of Cody which means that the City of Cody will be the conduit between the Engineer, the Contractor, and the State of Wyoming for the funding. We will pay all bills and then seek reimbursement dollar for dollar. Should the project go over budget, we have a project development agreement with the Mountain Spirit Habitat for Humanity which requires them to pay for all expenses over and above the \$395,000 award. The only cost staff will have in this project will be an in-kind contribution relating to administration and oversight of the grant.

### **ATTACHMENTS**

Agreement

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

1. Roy Holm, Holm, Blough and Company [rholm@hbco.us](mailto:rholm@hbco.us)
2. Camara Clifton, MSHFH [edirector@mshfh.org](mailto:edirector@mshfh.org)

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

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_  
("Effective Date") between  
**THE CITY OF CODY** ("Owner") and **HOLM, BLOUGH AND COMPANY** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**MOUNTAIN SPIRIT ADDITION** ("Project").

Engineer's Services under this Agreement are generally identified as follows:

**(See attached Scope of Services – Appendix 2)**

Owner and Engineer further agree as follows:

**1.01 *Basic Agreement and Period of Service***

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above, which changes shall be authorized in writing by the Owner.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 5 Months from the effective date of the Agreement.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 45 working days. If the actual time to complete construction exceeds the number of days indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

**2.01 *Payment Procedures***

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth

day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

- B. *Failure to Make Payments:* If payments for Engineer's services are not made by the Owner, the Owner is responsible for all attorney fees, legal fees, court costs, collection agency costs, and interest as outlined in Paragraph 2.01.A of the Agreement.
- C. *Delivery of Documents:* The Engineer may withhold delivery of documents if the Owner has not made full payment for all services relating to preparation of the documents. See 5.01G.

### 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party

has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
  - B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
  - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily

used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any

other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and (3) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$44,000.00.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Engineer's Scope of Services

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

OWNER:

ENGINEER:

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

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

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

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

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

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

Engineer License or firm's Certificate  
Number: Wyoming PE & PLS No.  
2899

State of Wyoming

Address for giving notices:

**CITY OF CODY**  
**P.O. Drawer 2200**  
**1338 Rumsey Avenue**  
**Cody, Wyoming 82414**  
**307-527-7511**

Address for giving Notices:

**HOLM, BLOUGH AND COMPANY**  
**1402 Stampede Avenue**  
**Cody, Wyoming 82414**  
**307-587-6281**

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_ 2014.

**Engineer's Standard Hourly Rates**

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*A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.
3. The total compensation for services under Paragraph 7.01 shall not exceed \$44,000.00 based on the following estimated distribution of compensation:

-	Task 1 - Project Meetings	\$ 1,000.00
-	Task 2 - Design	\$ 2,500.00
-	Task 3 – Plan & Project Manual	\$ 4,680.00
-	Task 4 – Bidding	\$ 3,500.00
-	Task 5 – Construction Administration	\$10,000.00
-	Task 6 – Resident Project Representative	<u>\$22,320.00</u>
	<b>TOTAL:</b>	<b>\$44,000.00</b>

B. *Schedule of Hourly Rates:*

<b>CONSULTING AND LITIGATION SUPPORT</b>	<b><u>Per Hour</u></b>
Consultation/Expert Witness	\$150.00
<b>ENGINEERING SERVICES</b>	
Principal Registered Engineer	\$107.00
Senior Registered Engineer	\$ 99.00
Registered Engineer	\$ 92.00
Senior Engineer Intern	\$ 82.00
Engineer Intern	\$ 77.00
Senior Engineering Technician	\$ 72.00
Engineering Technician	\$ 62.00
Stream Designer Level I	\$ 77.00
Stream Designer Level II	\$ 82.00
Stream Designer Level III	\$ 87.00
Stream Designer Level IV	\$ 92.00
<b>SURVEYING SERVICES</b>	
Principal Registered Surveyor	\$107.00
Senior Registered Surveyor	\$ 99.00
Registered Surveyor	\$ 92.00
Land Surveyor In Training	\$ 75.00
Senior Crew Chief	\$ 72.00
Crew Chief	\$ 62.00
Surveying Assistant	\$ 43.00
<b>SUPPORT SERVICES</b>	
DraftingIII/CADD	\$ 70.00
DraftingII/CADD	\$ 65.00
DraftingI/CADD	\$ 60.00
Administrative Support	\$ 52.00
Clerical	\$ 42.00
<b>EQUIPMENT CHARGES</b>	
Vehicle Base Rate	\$25.00/day
Vehicle (4x4 Crew Truck)	\$ 0.85/mile
Robotic Total Station Surveying Equipment	\$ 50.00/day
Global Positioning System (Trimble GPS Survey Grade)	\$ 50.00/day
All-Terrain Vehicle (ATV)	\$ 75.00/Day
All-Terrain Vehicle (ATV) Side by Side	\$150.00/Day
All-Terrain Vehicle (ATV) Side by Side w/Tracks	\$200.00/Day
Nuclear Gauge	\$10.00/Hour

## TESTING

Field Density/Moisture Testing	\$ 20.00 each
Concrete Cylinder Break	\$ 22.00 each
Concrete Cylinder Mold	\$ 3.00 each
Moisture Content Test (ASTM D-2216)	\$ 10.00 each
Soil Particle Size Analysis (ASTM D-422)	\$ 95.00 each
Atterberg Limits (ASTM D-4318)	\$ 75.00 each
Classification (Unified Soil Classification System)	\$ 50.00 each
Standard Proctor Analysis (ASTM D-698)	\$210.00 each
Density Determination	\$ 15.00 each
Sample Preparation	\$ 50.00 each

## MISCELLANEOUS EXPENSES

### SURVEYING MONUMENTS AND MATERIALS

Rebar (#5 x 24) with Aluminum Cap	\$ 6.00 each
Standard Brass Cap	\$ 50.00 each
2" x 30" Aluminum Pipe with 3" Aluminum Cap	\$ 30.00 each

- *All other expenses shall be charged for at cost plus a handling fee of up to 10%. Expenses include telephone, filing fees, permits, board, special maps, field notes, plats and various monuments and materials not listed above and any other items necessary for the execution of the work.*
- *Charges for field work shall begin from the time of leaving the point of origin to the time of returning as per above fee schedule.*
- *Work performed on Saturdays, Sundays and Holidays will be billed at one and one half times the fee schedule except for equipment charges which will remain constant as shown above.*
- *Payment is due upon presentation of invoice, and is past due 30 days from invoice date. A finance charge of 2 percent per month, or the maximum rate allowed by law, will be assessed against the unpaid balance.*

This is **Appendix 2, Engineer's Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, 2014.

## **Engineer's Services**

A. Engineer's Services under this Agreement are generally identified as follows:

### **Task 1 – Project Meeting**

1. Meetings with City staff.

### **Task 2 – Design – Construction Plans and Specifications**

1. Contact Wyoming One-Call to request utility locates.
2. Collect field survey data including, topographical features, site features, recover property corners and existing utility and infrastructure information in Mountain Spirit Addition.
3. Create construction plan and profile sheets from field data using City of Cody datum for the following:
  - Sewer Mains
  - Water Mains
  - Irrigation Pipeline
  - Streets, including Irrigation Crossing and Curb and Gutter
4. Review existing utility alignments (horizontal and vertical) to verify locations for new water and sewer mains and other utilities.
5. Review location of proposed irrigation water pipeline.
6. Prepare DEQ permit application for sewer and water main extensions.
7. Provide three (3) plan/specification sets to the City for review. Incorporate any modifications required by the City's review.

### **Task 3 – Plan and Project Manual Preparation**

1. Prepare construction drawings and specifications for construction of Phases III and IV of Mountain Spirit Addition.
2. Prepare Project Manual, including City of Cody standard specifications and EJCDC front end documents.

### **Task 4 – Bidding**

1. Prepare advertisement for bids. Publishing fees paid by City.

2. Make construction drawings and project manual available to plan rooms and bidders, both electronically and hard copy.
3. Conduct bid administration, including conducting a pre-bid meeting and preparation of minutes. Prepare and distribute addenda as needed.
4. Conduct bid opening, prepare bid tabulation, review submitted bids, and provide bid award recommendation.

#### **Task 5 – Construction Administration**

1. Prepare contract documents for the project and distribute accordingly.
2. Conduct pre-construction meeting with contractor, City, Habitat for Humanity, and other stakeholders.
3. Perform construction administration, including shop drawing review, construction staking, weekly field reports, pay estimates, and change orders.
4. Respond to field questions from RPR and/or contractor and provide written clarification if needed.
5. Conduct substantial completion walk-through and prepare punch list. Verify final completion of punch list items.
6. Prepare final construction report including all construction related documents, record drawings and closeout documents. Record drawings provided will be electronic and hardcopy.
7. Schedule 11 month warranty inspection walk through.

#### **Task 6 – Resident Project Representative (RPR)**

1. Attend the pre-construction meeting.
2. Provide 8 hours per day, or as needed, of RPR services on the project. Based on 45 working days for construction.
3. Coordinate communication between Contractor, Engineer, and City.
4. Record field changes for use in preparing record drawings.
5. Verify shop drawing approvals against materials delivered to field and compliance with the construction drawings and specifications.
6. Prepare and distribute daily field reports (distributed weekly), monthly quantities used, and testing reports.
7. Oversee and document pipe pressure testing.
8. Provide density testing for backfill, subgrade, crushed base and asphalt, either by wheel rolling or using a nuclear gauge. Perform concrete testing and collect samples as needed to document compliance with specifications.
9. Attend substantial completion walk-through and assist in preparation of punch list. Review project for final completion of punch list items.

MEETING DATE: APRIL 1, 2014  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN W. PAYNE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE

## **AGENDA ITEM SUMMARY REPORT** **Agenda Request – Dan and Kim Brice**

### **ACTION**

Deny or approve request from Dan and Kim Brice to waive Raw Water Tap and hook-on fee for the properties located at 719 and 713 16<sup>th</sup> Street.

### **BACKGROUND**

According to Park County Assessment records, the Brice's own three properties which are currently addressed as 1541 Salsbury Ave., 719 16<sup>th</sup> Street and 731 16<sup>th</sup> Street. The three parcels were at one time two parcels and were owned by one property owner. During the time frame that the two parcels were owned by one property owner, the properties were historically served with a single tap off of the raw water main located in the alley. At some point in time, the 1541 Salsbury Ave. property (Lot 15) was split with the South 88' going to a new owner and the North remaining lands were attached to Lot 16. The properties continued to be served from the same raw water service through an easement.

City Municipal Code requires that each property is separately served with raw water regardless of ownership.

### **8-2-49: SUPPLYING TO OTHERS:**

No consumer shall supply raw water to other individuals or property, nor suffer them to take raw water or in any manner permit the use of the same off the premises for which the application for a tap was made. (Ord. 2009-11, 6-16-2009, eff. 7-1-2009)

The Ordinance was set up to assure properties had the ability to be served with utilities when and if properties were sold and also as a means of assuring raw water capacity was available. The Brice's now have ownership of all three properties; still with only one tap. They feel the City should install another tap and hook-on because two of the three properties have been paying for raw water service, but only one tap exists.

The City Administrator and Public Works Director have already made one concession – we have allowed for raw water fee's to be paid for two lots instead of three as provided by Ordinance.

### **SUMMARY**

The Brice's own three properties addressed as follows: 1541 Salsbury Ave., 719 16<sup>th</sup> Street and 731 16<sup>th</sup> Street. The Brice's have been paying two raw water fees, but only have one tap. They feel they should be provided another tap free of charge.

### **FISCAL IMPACT**

For Raw Water, Tap and System Investment fees are set by Municipal Code at \$300 and \$200 respectfully. If the Council agrees to the request, the City will bear the cost of tapping the main and restoring the excavated area. By Ordinance, there are three properties being served and the City should be receiving three fees of \$126.00 annually for each of the three properties. We are currently receiving \$126.00 annually for two properties.

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

**ALTERNATIVES**

1. Approve the request, waive fees and direct staff to make the tap.
2. Deny the request and instruct staff to make the tap, if desired, when fees have been paid.

**RECOMMENDATION**

1. City staff recommends that the Council deny the request and instruct staff to make the tap, if desired, when fees have been paid.

**ATTACHMENTS**

1. Agenda Request Form

**AGENDA & SUMMARY REPORT TO:**

1. Mr. and Mrs. Brice

### 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 DAN BRICE

Organization Represented \_\_\_\_\_

Date you wish to appear before the Council April 1, 2014

Mailing Address 1407 Wyoming Ave Telephone 587-5881

E-Mail Address DANNYBOY56@Excite.Com / KBRICE56@CenturyLink.NET

Preferred form of contact: Telephone  E-Mail

Names of all individuals who will speak on this topic DAN BRICE

Event Title (if applicable) \_\_\_\_\_

Date(s) of Event (if applicable) \_\_\_\_\_

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) WAIVE RAW WATER TAP FEE FOR LOT 16 BLOCK 5 + INSTALL HAVE BEEN PAYING FOR RAW WATER SINCE APRIL 2012 BUT DO NOT HAVE TAP ON LOT 16 BLOCK 5. PLANNING ON INSTALLING SPRINKLER SYSTEM & DO NOT KNOW WHERE WATER SUPPLY IS COMING FROM. SEE MAP OF LOT 15 + 16

Which City employee(s) have you spoken to about this issue? Jenny Rosecrance Stan Wolz / Steve Miller / Steve Payne / Keith Viles

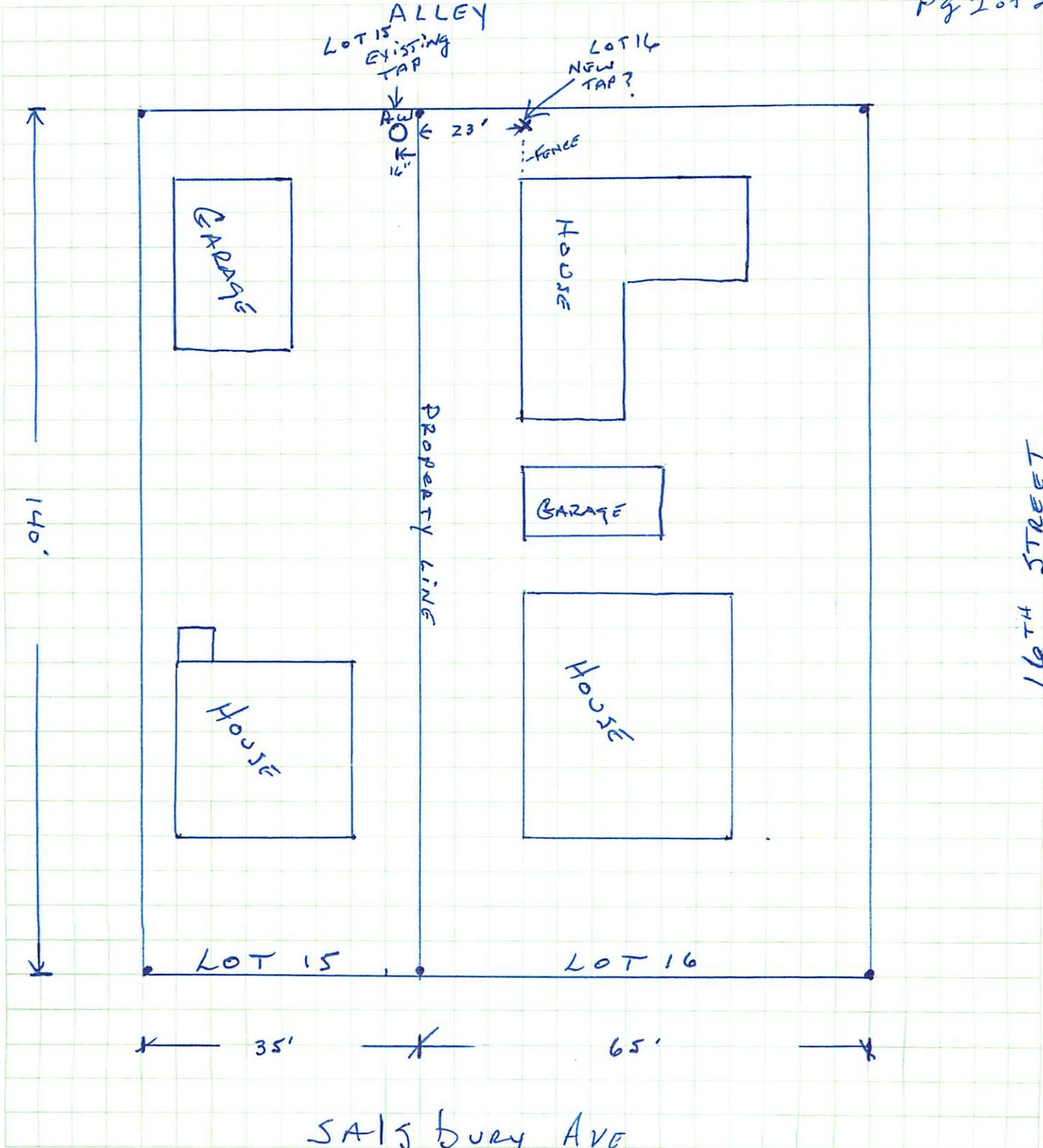
Signature Danny Brice Date MARCH 14, 2014

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RIGIDLAM® LVL  
RIGIDRIM® Rimboard

Pg 2 of 2



Job Name DAN BRICE Job Number 5

Location 587-5881 Sheet \_\_\_\_\_ of \_\_\_\_\_

Technical Representative \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_



10599 Old Hwy 99 South  
Dillard, OR 97432  
TF 800.347.7260  
FX 541.679.2612  
EM ewpsales@rfpco.com  
www.Roseburg.com

MEETING DATE: APRIL 1, 2014  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED BY: RICK MANCHESTER,  
DIRECTOR  
PRESENTED BY: BUCKY HALL

## AGENDA ITEM SUMMARY REPORT Outdoor Racquetball Court

### ACTION TO BE TAKEN:

Approve the concept of using Glendale Tennis Court as an outdoor racquetball facility.

### SUMMARY OF INFORMATION:

There are several racquetball players that would like the option of playing racquetball outside. The Glendale Park tennis court is currently used for pickle ball and occasionally tennis. The racquetball supporters would like to investigate and provide their own funding for renovating the court to accommodate up to four racquetball courts. The design could also include other multi uses such as pickle ball or hitting tennis balls against the back wall.

The neighborhood, existing park users, and pickle ball players will need to be contacted so their concerns for the project are understood.

### FISCAL IMPACT

Initially there is not any cost to the City, except for staff time. All design development will be completed in-kind or paid for with private funding. The estimate to construct the court is \$40,000-\$110,000 depending on final court count and integrity of existing concrete. Glendale Park already has park amenities (bathroom, shelter, tables, basketball court, and open active space.) Maintenance and typical park care will be required when completed. Assuming proper design and construction, new maintenance will be minimal. Since this is an existing park with features, new park care will be negligible. Glendale Park has reached an age that improvements are going to be required, repurposing the court is a good idea.

### ALTERNATIVES

1. Approve the concept of using Glendale Tennis Court as an outdoor racquetball facility.

### ATTACHMENTS

1. Photos
2. Schematic Design

### AGENDA & SUMMARY REPORT TO:

Bucky Hall

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







MEETING DATE: MARCH 4, 2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN W. PAYNE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE

**AGENDA ITEM SUMMARY REPORT**

**Repeal Title 4, Chapter 4, Articles I-V Garbage, Refuse and Weeds – Ordinance 2014-02**  
**And**  
**Re-Enactment of Title 4, Chapter 4, Articles I-V, Garbage, Refuse and Weeds – Ordinance 2014-03**

**BACKGROUND**

Attached for the Council’s consideration is Ordinance’s 2014-02 which repeals Title 4, Chapter 4, Articles I-V, in its entirety and 2014-03 which is a re-enactment of Title 4, Chapter 4, Articles I-V, dealing with Garbage, Refuse and Weeds

In February, 2014 Park County advised the City of Cody that upon signature of the new contract Landfill Fees will decrease from \$90/Ton to \$78/Ton.

A cost of service review was completed by the Engineering Department shortly thereafter to ascertain how the rates charged by the City would have to be amended to accommodate the new reduced charges. At the same time a review of the Garbage, Refuse and Weeds Code was completed.

The Rates have been adjusted in the new code to reflect the reduction in Landfill Fees. In addition, a section was added that allows at the sole discretion of the City Administrator or his/her designee, the opportunity to provide receptacles marked for “yard waste”. In locations where these receptacles are provided, yard waste shall not be bagged, but shall be deposited directly into the container. In these locations, if Solid Waste (domestic garbage) is found to be mixed with “yard waste” the containers will not be collected until the standard solid waste collection day and resident will be charged an extra collection charge as outlined in 4-13-4-C. Yard waste containers will only be collected from May 1-October 31, 2013. The new ordinance also requires Storage Facilities to pay for Sanitation Collection and requires “all garbage and refuse shall be bagged and securely tied or taped closed, promptly deposited in such receptacles, and kept in no other place”.

The City of Cody Sanitation rates comprise of three components 1) The Park County Landfill Fee, the City Solid Waste Base Fee (based on container size and number of collections) and a Recycling Fee. The last change to the City of Cody Sanitation rates was in 2009 and was a pass-through of increased costs from Park County.

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

**SUMMARY**

City staff is recommending some modifications to the Sanitation Code and also a rate decrease to reflect a decrease in costs from Park County for Landfill Fees. The new proposed rates are as follows:

**RESIDENTIAL RATES**

	Monthly City Solid Waste	Monthly County Landfill Fee	Monthly Fee <sup>1</sup>
Dumpster	\$13.07	\$8.72	\$21.80
1 roll-out container	\$13.07	\$8.72	\$21.80
2 roll-out containers	\$16.37	\$10.93	\$27.30
3 roll-out containers	\$24.64	\$16.44	\$41.08

**Note**

1. In addition, there shall be a basic monthly minimum charge of \$1.30 for recycling operations regardless of the user's production and usage of recycling services.

B. For all commercial businesses, the city shall assess a basic monthly minimum charge as provided below. If a user requires different combinations of services or the city determines the user's production and usage requires a different combination of services, the monthly charges shall be as follows:

**COMMERCIAL RATES**

	Collections Per Week	Monthly City Solid Waste	Monthly County Landfill Fee	Monthly Fee <sup>1</sup>
1 Dumpster	1	\$30.12	\$20.10	\$50.21
	2	\$57.52	\$38.39	\$95.91
	3	\$85.23	\$56.88	\$142.11
	4	\$112.33	\$74.97	\$187.30
	5	\$148.29	\$98.97	\$247.26
	6	\$167.74	\$111.94	\$279.69
2 Dumpsters	1	\$85.23	\$56.88	\$142.10
	2	\$112.33	\$74.96	\$187.30
	3	\$167.74	\$111.94	\$279.69
	4	\$222.85	\$148.72	\$371.58
	5	\$277.67	\$185.30	\$462.97
	6	\$332.78	\$222.08	\$554.86
3 Dumpsters	1	\$85.23	\$56.88	\$142.11
	2	\$167.74	\$111.94	\$279.69
	3	\$250.26	\$167.01	\$417.27
	4	\$332.78	\$222.08	\$554.86

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

	5	\$415.29	\$277.15	\$692.44
	6	\$497.81	\$332.22	\$830.03
4 Dumpsters	1	\$112.33	\$74.96	\$187.30
	2	\$222.85	\$148.72	\$371.58
	3	\$332.78	\$222.08	\$554.86
	4	\$443.00	\$295.64	\$738.64
	5	\$552.92	\$368.99	\$921.91
	6	\$663.14	\$442.56	\$1,105.70
5 Dumpsters	1	\$148.29	\$98.97	\$247.26
	2	\$277.67	\$185.30	\$462.97
	3	\$415.29	\$277.15	\$692.44
	4	\$552.92	\$368.99	\$921.91
	5	\$690.55	\$460.84	\$1,151.39
	6	\$828.19	\$552.70	\$1,380.89
6 Dumpsters	1	\$167.74	\$111.94	\$279.69
	2	\$332.78	\$222.08	\$554.86
	3	\$497.81	\$332.22	\$830.03
	4	\$663.14	\$442.56	\$1,105.70
	5	\$828.18	\$552.69	\$1,380.87
	6	\$993.21	\$662.83	\$1,656.03
7 Dumpsters	1	\$195.15	\$130.23	\$325.38
	2	\$387.58	\$258.66	\$646.24
	3	\$580.02	\$387.08	\$967.11
	4	\$772.62	\$515.61	\$1,288.23
	5	\$965.20	\$644.14	\$1,609.34
	6	\$1,157.64	\$772.56	\$1,930.20
8 Dumpsters	1	\$222.85	\$148.72	\$371.58
	2	\$443.00	\$295.64	\$738.64
	3	\$662.84	\$442.35	\$1,105.20
	4	\$882.99	\$589.27	\$1,472.26
	5	\$1,103.43	\$736.39	\$1,839.82
	6	\$1,323.28	\$883.10	\$2,206.38

Note:

1. In addition, each commercial or business establishment shall be assessed a basic monthly minimum charge of \$4.40 for recycling operations, regardless of the number of dumpsters the commercial entity is billed for on a monthly basis, and regardless of the user's production and usage of recycling services.

C. Optional Small Commercial and Miscellaneous Service Rate: Any commercial or business establishment that is unable to utilize the dumpsters/roll-outs provided by the City due to the type

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

of waste produced such as, but not limited to carpet, carpet pads, construction debris, the commercial or business establishment may meet with City Administrator and/or his/her designee to determine if the commercial or business establishment is suitable to be accessed a basic monthly minimum charge as provided under the residential rates. The business establishment must be able to show proof of contract with another solid waste provider to handle their primary waste products. The Optional Small Commercial and Miscellaneous Service Rate will only be offered to those businesses and establishments that can provide proof that the containers provided by the City cannot be utilized.

- D. Any person or commercial or business establishment requiring garbage and debris pick up where the dumpsters and/or roll-out containers are not readily accessible from the alley or a street shall be charged an additional fee of fifteen dollars (\$15.00) for each pick up. If a person or commercial business establishment fails to put out a dumpster or roll-out container in time for a regularly scheduled pick up and they require a special pick up, a charge of fifteen dollars (\$15.00) shall be paid. All requests for pick up made after two o'clock (2:00) P.M. will be charged an additional fifteen dollars (\$15.00), for a total of thirty dollars (\$30.00) per pick up if a crew is available for the pick up request. If there is no availability of a crew for pick up and the request is made after two o'clock (2:00) P.M., the request will not be fulfilled until the next business day.
- E. Any person or business using a roll-out container shall place the same at the curb area immediately in front of the user's property not more than twelve (12) hours before a scheduled pick up and shall remove same to the user's property away from the street to a protected area within twelve (12) hours of a scheduled pick up. Violations of this section shall be punished pursuant to section [1-4-1](#) of this code.

### **FISCAL IMPACT**

The decrease proposed is commensurate with the reduction in fees charged by Park County for Landfill Fees. The provision to allow the City Administrator to provide for “yard waste” containers will position the City to possibly further reduce internal costs associated with depositing “yard waste” at the landfill. Beginning to charge Storage Facilities for the collection of Solid Waste will address the costs associated with providing a service that is not currently being paid for.

### **ALTERNATIVES**

1. No change – Continue charging what we are and increase the Sanitation Enterprise Account reserve fund. The sanitation enterprise account reserve fund is, at present, healthy.
2. Modify the City of Cody Sanitation Rate structure as amended and/or as proposed by Council.
3. Modify the City of Cody Sanitation Rate structure as indicated in the Summary.

### **RECOMMENDATION**

Staff recommends the Council approve Ordinances 2014-00 and Ordinance 2014-00 as presented.

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

**ORDINANCE NO. 2014-02**

**AN ORDINANCE REPEALING TITLE 4, CHAPTER 4, ARTICLES I-V,  
GARBAGE, REFUSE AND WEEDS, OF THE CODY CITYCODE.**

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

Title 4, Chapter 4, Articles I-V, entitled Garbage, Refuse and Weeds, ARE REPEALED  
in their entirety.

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

PASSED ON FIRST READING: \_\_\_\_\_  
PASSED ON SECOND READING: \_\_\_\_\_  
PASSED ON THIRD READING: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director

**ORDINANCE NO. 2014-03**

**AN ORDINANCE ENACTING TITLE 4, CHAPTER 4, ARTICLES I-V,  
GABAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE.**

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

Title 4, Chapter 4, Articles I-V, entitled GARBAGE, REFUSE AND WEEDS, are in their entirety, hereby enacted and effective as of DATE.

**Chapter 4  
GARBAGE, REFUSE AND WEEDS**

**Article I. In General**

[4-4-1: Definitions](#)

[4-4-2: Premises To Be Clean And Orderly; Unreasonable Accumulation Of Materials](#)

[4-4-3: Occupied Dwelling, Etc., Prima Facie Evidence Garbage Being Produced; Removal Of Garbage; Accumulations Declared Nuisance](#)

[4-4-4: Storing Or Littering, Etc., Garbage Or Refuse In Streets, Gutters, Etc., Prohibited](#)

[4-4-5: Inflammable Material](#)

[4-4-6: Large Item Pick Up And Tree And Brush Removal](#)

[4-4-7: Removal Of Waste](#)

[4-4-8: Disposition Of Leaves, Grass Clippings And Metal Objects](#)

[4-4-9: Unlawful To Burn Rubbish](#)

**4-4-1: DEFINITIONS:**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**COMMERCIAL BUSINESS IN OPERATION:** All property used for the purpose of conducting business, either for profit or nonprofit, and is serviced with an electric and/or water meter. Businesses in operation who occupy more than one connected or adjoined properties and are conducting the same business in each may be treated as one business on all properties, and may be subject to only one fee. Vacant properties that are connected and/or adjoined and are owned by the same person or entity shall pay an appropriate fee for each property.

**GARBAGE:** All kitchen refuse, rejected or waste food, meats, fish, fowl, offal, carrion or other refuse accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.

**REFUSE:** All hay, straw, shavings, paper, plastic, ashes, rubbish, containers, boxes, glass, cans, cartons, bottles and residue from the burning or other destruction of all combustible material whatsoever, and any and all other material commonly known as rubbish or refuse of any kind or character, or by any name known, except as herein excluded.

**RESIDENCE:** A dwelling or dwellings of multiple units providing living facilities for one or more persons, including provisions for living, sleeping, eating and/or cooking and/or is provided with an electric and/or water meter.

#### **4-4-2: PREMISES TO BE CLEAN AND ORDERLY; UNREASONABLE ACCUMULATION OF MATERIALS:**

It shall be the duty of every person, whether owner, lessee or occupant, of any lot, building or premises, including place of business, hotel, restaurant, dwelling house, apartment, townhouses, condominiums, tenement or other establishment, at all times to maintain the premises in a clean and orderly condition, permitting no deposit or accumulation of materials other than those ordinarily attendant upon the use for which such premises are legally intended. Any such accumulation is hereby declared to constitute a nuisance, and a nonconforming use of the premises.

#### **4-4-3: OCCUPIED DWELLING, ETC., PRIMA FACIE EVIDENCE GARBAGE BEING PRODUCED; REMOVAL OF GARBAGE; ACCUMULATIONS DECLARED NUISANCE:**

Occupancy of any residence or any place of business in operation shall be prima facie evidence that refuse or garbage is being produced on such premises. All places of residence or business in operation within the city limits shall have refuse service from the city and pay the applicable charges. Services will only be provided to the legal tenant or legal property owner, unless authorized by the administrative services director, or his/her designee. If a residence is not occupied or commercial business is not in operation, and the electric and/or water meter has been removed, the portion of the bill representing the fee for the Park County landfill may be removed, but a minimum fee of one dumpster or roll-out will be charged to the account holder on a monthly basis.

Exceptions: Airport hangars, attached or detached garages or shops where solid waste services are billed on the main residence/commercial account may be exempted from monthly charges if requested and approved by the administrative services director with the concurrence of the public works director, or their designees.

#### **4-4-4: STORING OR LITTERING, ETC., GARBAGE OR REFUSE IN STREETS, GUTTERS, ETC., PROHIBITED:**

No hay, straw, shavings, paper, plastic or other combustible materials, sod, grass clippings, weeds, ashes, garbage, bottles, broken glass, nails, tacks, wire, cans, rocks, stones, mattresses or other furniture, or any other refuse, waste materials, or objects shall be placed, thrown, scattered, deposited or swept into any street, gutter, sewer intake, alley, vacant lot, lake, reservoir or other property. Any accumulation of refuse or garbage on any premises outside of city receptacles in the city is hereby declared to be a nuisance and is prohibited hereunder, except for during the large item pick up period, as designated by the governing body. Any person who allows garbage or refuse to accumulate on his/her premises so as to constitute a nuisance or menace to the public health or safety of the inhabitants of the city, shall forthwith be subject to the provisions of [chapter 3](#) of this title relative to nuisances, and the abatement thereof and the penalties therein provided.

#### **4-4-5: INFLAMMABLE MATERIAL:**

All paper or other inflammable material, as well as all cartons and boxes, whether of paper, plastic, pasteboard, wood or other material, must be knocked down, must be baled or securely tied in bundles, or when so approved by the street and alley department, must be placed in the trash and garbage receptacles. Exceptions to this regulation will only be permitted during the designated large item pick up periods designated by the governing body.

#### **4-4-6: LARGE ITEM PICK UP AND TREE AND BRUSH REMOVAL:**

At times designated by the mayor and approved by the governing body, a large item pick up and tree and brush removal program may be available for general cleanup.

A. Large Item Pick Up: Generally, the large item pick up will be available between November and March each year. One pick up per month will be allowed per residential customer paying for solid waste services within the city. Eligible items must be placed in the street next to the curb in front of the resident's dwelling. Items shall not be placed in such fashion that blocks other residents' driveways or impedes traffic. The administrative services director, or his/her designee, shall maintain a copy of the current program outlining those items that are eligible for pick up at city hall for citizens to view or receive a copy thereof.

- B. Trees And Brush: Generally, the tree and brush program will be available from November through March for residential customers paying for solid waste services within the city. Tree limbs must be less than ten inches (10") in diameter. Tree limbs and brush must be stacked in an orderly fashion and placed in the street next to the curb in front of the resident's dwelling. The administrative services director, or his/her designee, shall maintain a copy of the current program outlining the details of the program.

The services outlined above will be free of charge during the time periods stated, unless the governing body deems it in the best interest of the city to impose a fee. Requests for services made outside of the time periods stated may be considered by the city, but will be subject to a fee equivalent to the current cost of personnel per hour per each request.

#### **4-4-7: REMOVAL OF WASTE:**

The owners or persons responsible therefor shall not permit any unnecessary accumulation, and shall be held responsible for the immediate removal of all trash and refuse to the county landfill as follows, unless special arrangements are made with the city, which arrangements shall include both removal of such materials, and the payment to administrative services for such removal:

- A. Discarded automobile parts, furniture, stoves, etc.
- B. Establishments dealing in wood, hides or furs, slaughter or packing houses, junkyards, tire shops, auto wrecking yards, etc., shall be kept clean and orderly at all times. Premises shall be kept clear by periodic removal, by the proprietors, of all discarded or removable refuse.
- C. Christmas tree vendors shall remove all refuse.
- D. Refuse from billboards shall be removed to the county landfill by the licensed billposters.
- E. Silt and similar deposits from automobile wash racks shall be removed to the county landfill by the establishments creating such deposits.
- F. Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes, manure shall not be kept on any premises for any purpose, or kept in piles for later use, but must be either plowed under or removed by the owner, occupant or agent.
- G. All plaster, broken concrete, stone, wood, roofing materials, wire or metal binding, sacks, or loose, discarded or unused materials of all kinds, resulting from the wrecking, construction or reconstruction of any room, basement, wall, fence, sidewalk or building, shall be promptly removed or stored in such manner as not to be scattered about by wind or otherwise, and, as soon as possible, removed, by the person responsible for such work. Such person shall be held liable for any scattering of such refuse upon adjacent property.
- H. Any accumulation of refuse that is highly explosive or inflammable, which might endanger life or property shall be removed to such place as approved by the city; such removal to be handled by the establishments responsible therefor.
- I. All other refuse which may be classed as regular accumulation of waste resulting from any factory, warehouse, trade or industry, shall be removed to the county landfill by those responsible therefor.
- J. Authorized street closures and events, such as a circus, sporting event, festival activity, arts and crafts show or carnival, shall arrange to pay for the removal of all refuse and garbage in connection therewith, at the time the authorization is given. Costs for such services will be recommended by the public works director and approved by the city administrator.

#### **4-4-8: DISPOSITION OF LEAVES, GRASS CLIPPINGS AND METAL OBJECTS:**

The following rule shall be complied with in placing the following items for collection and removal:

- A. All leaves and grass shall be bagged and placed within the receptacle for collection. In certain residential locations, at the sole discretion of the City Administrator or his/her designee, the City shall provide receptacles marked "yard waste". In locations where these receptacles are provided, yard waste shall not be bagged, but shall be deposited directly into the container. In these locations, if Solid Waste (domestic garbage) is found to be mixed with "yard waste" the containers will not be collected until the standards solid waste collection day and the resident will be charged an extra collection charge as outlined in 4-13-4-C. Yard waste containers will only be collected from May 1 – October 31.
- B. All metal objects, excluding and excepting tin cans, aerosol cans and similar type objects which are common household refuse, shall be removed to the county landfill by those responsible therefor.

#### **4-4-9: UNLAWFUL TO BURN RUBBISH:**

It shall be unlawful for any person to burn papers, rubbish, garbage, refuse or any waste, combustible substances or materials within the city limits. It shall be unlawful for any person to burn leaves, brush, grass or any untreated wood products without a burn permit.

## **Article II. Receptacles**

#### **[4-4-10: Receptacles Required; Specifications, Etc.](#)**

#### **[4-4-11: Restaurants, Boarding Houses, Etc., May Be Required To Keep Garbage In Separate Containers](#)**

#### **4-4-10: RECEPTACLES REQUIRED; SPECIFICATIONS, ETC.:**

The city, as part of its refuse and garbage collection, shall furnish a receptacle for the regular deposit of garbage and refuse as herein required. No such receptacle shall be allowed to overflow and be so constructed that refuse may be blown or scattered about in any way. All garbage and refuse shall be promptly deposited in such receptacles, and kept in no other place.

#### **4-4-11: RESTAURANTS, BOARDING HOUSES, ETC., MAY BE REQUIRED TO KEEP GARBAGE IN SEPARATE CONTAINERS:**

Restaurants, or other establishments where the accumulation of garbage is especially great, shall be required by the public works director to bag such garbage.

## **Article III. Collection And Removal**

#### **[4-4-12: Removal Of Certain Garbage And Grease Under Special Contract](#)**

#### **[4-4-13: Fee Schedule](#)**

#### **[4-4-14: Payment Of Bills](#)**

#### **[4-4-15: Use Of Receptacles By Nonresidents Prohibited](#)**

#### **4-4-12: REMOVAL OF CERTAIN GARBAGE AND GREASE UNDER SPECIAL CONTRACT:**

Certain garbage or grease shall be removed from specified establishments under special contract with the owners of such establishments and private contractors. Said garbage and grease shall be kept in closed sanitary containers, apart from other refuse, and taken out of the city on a routine basis. Such removal shall be made in closed, watertight containers approved by the city.

**4-4-13: FEE SCHEDULE:**

There is hereby levied and assessed a service charge against persons and/or businesses in the city requiring garbage and debris disposal as outlined in section [4-4-3](#) of this chapter, for all bills generated after October 1, 2009, as follows:

A. For a residence, there shall be a basic monthly minimum charge as follows:

**RESIDENTIAL RATES**

	Monthly City Solid Waste	Monthly County Landfill Fee	Monthly Fee <sup>1</sup>
Dumpster	\$13.07	\$8.72	\$21.80
1 roll-out container	\$13.07	\$8.72	\$21.80
2 roll-out containers	\$16.37	\$10.93	\$27.30
3 roll-out containers	\$24.64	\$16.44	\$41.08

Note:

1. In addition, there shall be a basic monthly minimum charge of \$1.30 for recycling operations regardless of the user's production and usage of recycling services.

B. For all commercial businesses, the city shall assess a basic monthly minimum charge as provided below. If a user requires different combinations of services or the city determines the user's production and usage requires a different combination of services, the monthly charges shall be as follows:

**COMMERCIAL RATES**

	Collections Per Week	Monthly City Solid Waste	Monthly County Landfill Fee	Monthly Fee <sup>1</sup>
1 Dumpster	1	\$30.12	\$20.10	\$50.21
	2	\$57.52	\$38.39	\$95.91
	3	\$85.23	\$56.88	\$142.11
	4	\$112.33	\$74.97	\$187.30
	5	\$148.29	\$98.97	\$247.26
	6	\$167.74	\$111.94	\$279.69
2 Dumpsters	1	\$85.23	\$56.88	\$142.10
	2	\$112.33	\$74.96	\$187.30
	3	\$167.74	\$111.94	\$279.69
	4	\$222.85	\$148.72	\$371.58
	5	\$277.67	\$185.30	\$462.97
	6	\$332.78	\$222.08	\$554.86
3 Dumpsters	1	\$85.23	\$56.88	\$142.11
	2	\$167.74	\$111.94	\$279.69
	3	\$250.26	\$167.01	\$417.27
	4	\$332.78	\$222.08	\$554.86
	5	\$415.29	\$277.15	\$692.44
	6	\$497.81	\$332.22	\$830.03
4 Dumpsters	1	\$112.33	\$74.96	\$187.30
	2	\$222.85	\$148.72	\$371.58
	3	\$332.78	\$222.08	\$554.86
	4	\$443.00	\$295.64	\$738.64

	5	\$552.92	\$368.99	\$921.91
	6	\$663.14	\$442.56	\$1,105.70
5 Dumpsters	1	\$148.29	\$98.97	\$247.26
	2	\$277.67	\$185.30	\$462.97
	3	\$415.29	\$277.15	\$692.44
	4	\$552.92	\$368.99	\$921.91
	5	\$690.55	\$460.84	\$1,151.39
	6	\$828.19	\$552.70	\$1,380.89
6 Dumpsters	1	\$167.74	\$111.94	\$279.69
	2	\$332.78	\$222.08	\$554.86
	3	\$497.81	\$332.22	\$830.03
	4	\$663.14	\$442.56	\$1,105.70
	5	\$828.18	\$552.69	\$1,380.87
	6	\$993.21	\$662.83	\$1,656.03
7 Dumpsters	1	\$195.15	\$130.23	\$325.38
	2	\$387.58	\$258.66	\$646.24
	3	\$580.02	\$387.08	\$967.11
	4	\$772.62	\$515.61	\$1,288.23
	5	\$965.20	\$644.14	\$1,609.34
	6	\$1,157.64	\$772.56	\$1,930.20
8 Dumpsters	1	\$222.85	\$148.72	\$371.58
	2	\$443.00	\$295.64	\$738.64
	3	\$662.84	\$442.35	\$1,105.20
	4	\$882.99	\$589.27	\$1,472.26
	5	\$1,103.43	\$736.39	\$1,839.82
	6	\$1,323.28	\$883.10	\$2,206.38

Note:

1. In addition, each commercial or business establishment shall be assessed a basic monthly minimum charge of \$4.40 for recycling operations, regardless of the number of dumpsters the commercial entity is billed for on a monthly basis, and regardless of the user's production and usage of recycling services.

C. Optional Small Commercial and Miscellaneous Service Rate: Any commercial or business establishment that is unable to utilize the dumpsters/roll-outs provided by the City due to the type of waste produced such as, but not limited to carpet, carpet pads, construction debris, or other materials not authorized to be placed within a dumpster, the commercial or business establishment may request from the City Administrator and/or his/her designee to determine if the commercial or business establishment is suitable to be assessed a basic monthly minimum charge as provided under the residential rates. The business establishment must be able to show proof of contract with another solid waste provider to handle their primary waste products. The Optional Small Commercial and Miscellaneous Service Rate will only be offered to those businesses and establishments that can provide proof that the containers provided by the City cannot be utilized.

D. Any person or commercial or business establishment requiring garbage and debris pick up where the dumpsters and/or roll-out containers are not readily accessible from the alley or a street shall be charged an additional fee of fifteen dollars (\$15.00) for each pick up. If a person or commercial business establishment fails to put out a dumpster or roll-out container in time for a regularly scheduled pick up and they require a special pick up, a charge of fifteen dollars (\$15.00) shall be paid. All requests for pick up made after two o'clock (2:00) P.M. will be charged an additional fifteen dollars (\$15.00), for a total of thirty dollars (\$30.00) per pick up if a crew is available for the pick up request. If there is no availability of a crew for pick up and the request is made after two o'clock (2:00) P.M., the request will not be fulfilled until the next business day.

E. Any person or business using a roll-out container shall place the same at the curb area immediately in front of the user's property not more than twelve (12) hours before a scheduled pick up and shall remove same to the user's property away from the street to a protected area within twelve (12) hours of a scheduled pick up. Violations of this section shall be punished pursuant to section [1-4-1](#) of this code.

#### **4-4-14: PAYMENT OF BILLS:**

All bills for the rates and charges of all utility services furnished by the city shall be due fifteen (15) days from the billing date. All bills shall be delinquent on the sixteenth day thereafter. Delinquent procedures shall commence after the thirty fifth day after the bill date. The city reserves the right to disconnect other metered utilities servicing the same property, such as water and/or electric, on the forty fifth day after the bill date, or on the next scheduled disconnect date. There will be no exception for businesses that have third party contractual agreements with other companies to pay bills for solid waste services. In the case of extreme hardship, customers may request an adjustment/agreement to make payments with the director of administrative services, or his/her designee. All provisions regarding the payment of bills and fee structures as outlined in [title 8, chapter 1](#), "Electricity", of this code will be applicable to this chapter.

#### **4-4-15: USE OF RECEPTACLES BY NONRESIDENTS PROHIBITED:**

It shall be unlawful for any individual to bring garbage which is generated or accumulated outside the city limits of the city into the city and dump the same at any place, or to place the same in a receptacle that has been provided for the use of individuals or businesses within the city paying for garbage collection services. This prohibition shall not apply to those who are paying for residential or commercial garbage collection services within the city.

Any individual found violating this provision shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished and/or fined as provided in section [1-4-1](#) of this code.

## **Article IV. Weeds**

### **[4-4-16: Purpose; Violation A Fire Hazard And Nuisance](#)**

### **[4-4-17: Weeds To Be Mowed And Removed](#)**

### **[4-4-18: Liability For Enforcement; Notice To Comply](#)**

### **[4-4-19: City May Have Weeds Cut; Cost Constitutes Lien On Property](#)**

### **[4-4-20: Penalty](#)**

#### **4-4-16: PURPOSE; VIOLATION A FIRE HAZARD AND NUISANCE:**

The purpose of this article is primarily to safeguard the health of this community. Violation of this article is also deemed to constitute a fire hazard and a nuisance.

#### **4-4-17: WEEDS TO BE MOWED AND REMOVED:**

It shall be the duty of the owner, lessee or occupant, having control of any lot or premises, to mow or otherwise destroy and remove the weeds that may grow upon such lot or premises, as well as upon the parking space between such property and the street, and also upon that portion of the alley adjoining such premises.

#### **4-4-18: LIABILITY FOR ENFORCEMENT; NOTICE TO COMPLY:**

The city requires compliance with this article. The owner, lessee or occupant of any premises shall be held liable for such compliance; and if such person shall refuse or fail to destroy and remove any weeds upon any premises under his/her care and control, he/she shall be served with verbal or written notice requiring removal of such weeds within three (3) days from the date of such notice.

#### **4-4-19: CITY MAY HAVE WEEDS CUT; COST CONSTITUTES LIEN ON PROPERTY:**

Upon failure to comply with notice as mentioned in section [4-4-18](#) of this chapter, the city may have such weeds destroyed and removed, charging the cost thereof as a special bill for refuse removal. Should such bill not be paid within thirty (30) days of invoice, the same shall become a lien against such property, and collectible as such.

**4-4-20: PENALTY:**

Any person found guilty of violating any provision of this chapter shall be punished as provided in section [1-4-1](#) of this code for each offense. Punishment as herein required shall not relieve such violator from paying the expense of the city hereinbefore provided for.

**Article V. Vehicles Transporting Loose Materials**

[4-4-21: Covered Cargo Required](#)

[4-4-22: Duty Of Owner Of Truck Or Vehicle](#)

[4-4-23: Prima Facie Evidence](#)

[4-4-24: Penalty](#)

**4-4-21: COVERED CARGO REQUIRED:**

It shall be unlawful for any person to transport any loose cargo by truck or other motor vehicle within the corporate limits unless such cargo is covered or secured in such manner as to prevent depositing of litter on public and private property.

**4-4-22: DUTY OF OWNER OF TRUCK OR VEHICLE:**

The duty and responsibility imposed by section [4-4-21](#) of this chapter shall be applicable alike to the owner of the trucks or other vehicles, the operator thereof and the person from whose residence or establishment the cargo originated.

**4-4-23: PRIMA FACIE EVIDENCE:**

In the prosecution charging a violation of section [4-4-21](#) of this chapter, lack of adequate covering or securing shall in itself constitute proof a violation has been committed.

**4-4-24: PENALTY:**

Any person found guilty of violating any provision of this article shall be punished as provided in section [1-4-1](#) of this code.

Any individual found violating this provision shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished and/or fined as provided in section [1-4-1](#) of this code.

[Footnote 1:](#) WS § 35-10-101 et seq.

[Footnote 2:](#) WS § 15.1-3(19).

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PASSED ON THIRD READING: \_\_\_\_\_

\_\_\_\_\_

Nancy Tia Brown, Mayor

Attest:

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Cynthia Baker  
Administrative Services Director

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

**AGENDA ITEM SUMMARY REPORT**

**Repeal Title 8, Chapter 2, Article II, Section 40, Schedule of Rates and Charges – Ordinance 2014-04**  
**And**  
**Re-Enactment of Title 8, Chapter 2, Article II, Section 40, Schedule of Rates and Charges – Ordinance 2014-05**

**BACKGROUND**

Attached for the Council’s consideration is Ordinance 2014-04 which repeals Title 8, Chapter 2, Article II, Section 40 in its entirety and 2014-05 which is a re-enactment of Title 8, Chapter 2, Article II, Section 40, Schedule of Rates and Charges dealing with Water.

In January, 2014 the Shoshone Municipal Pipeline Board (SMP) advised the City of Cody that beginning July 1, 2014 the tap equivalent fee will increase by \$1.00 for 3/4” services and proportional increase for sizes greater than 3/4”.

A cost of service review was completed by the Engineering Department shortly thereafter to ascertain how the rates charged by the City would have to be amended to accommodate the new charges and also to accommodate increases in cost for City operation and maintenance of the water mains.

The City of Cody water rates comprise of three components:

- 1) The Shoshone Municipal Pipeline (SMP) fee is the wholesale tap equivalency fee charged by the Shoshone Municipal Pipeline.
- 2) The City Base Charge is the fee assessed by the City of Cody for the operation and maintenance of the water lines; and
- 3) The minimum monthly fee calculated based on usage. The last change to the City of Cody water rates was in 2009 and was a pass-through of increased costs from SMP.

**SUMMARY**

City staff is recommending a rate increase to make the Water Enterprise Account whole. The new rate would increase the usage fee from \$2.45/1000 gallons to \$2.60/1000 gallons and would increase the base or meter fees as follows:

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

The minimum monthly charge for each meter shall be as follows:

SMP CHARGE	City Base Charge	Size	Proposed SMP CHARGE	Proposed City Base Charge	Size
\$9.00	\$12.00	3/4"	\$10.00	\$13.00	3/4"
\$18.00	\$24.00	1"	\$20.00	\$26.00	1"
\$36.00	\$48.00	1-1/2"	\$40.00	\$52.00	1-1/2"
\$63.00	\$84.00	2"	\$70.00	\$91.00	2"
\$144.00	\$192.00	3"	\$160.00	\$208.00	3"
\$252.00	\$336.00	4"	\$280.00	\$364.00	4"
\$1,152.00	\$768.00	6"	\$640.00	\$832.00	6"

The minimum monthly fee is calculated as follows:

SMP Charge + Base Charge + two dollars and forty-five cents (\$2.60) per thousand gallons per month.

For a single family residence using 5,000 gallons per month, the bill would increase from \$33.25 to \$36.01 or an increase of \$2.76 per month.

A review of various cost for various usages and sizes of connections follows:

Monthly Gallons Used	3000.00	4000.00	5000.00
3/4" Now	\$ 28.35	\$ 30.80	\$ 33.25
3/4" Change	\$ 30.80	\$ 33.41	\$ 36.01
\$ increase-decrease	\$ 2.45	\$ 2.61	\$ 2.76
	8.66%	8.46%	8.29%
Monthly Gallons Used	9000.00	10000.00	11000.00
1" Now	\$ 62.05	\$ 64.50	\$ 66.95
Proposed 1" Change	\$ 69.41	\$ 72.01	\$ 74.62
	11.87%	11.65%	11.45%
\$ increase-decrease	\$ 7.36	\$ 7.51	\$ 7.67
Monthly Gallons Used	100000.00	200000.00	300000.00
4" Now	\$ 805.00	\$ 1,050.00	\$ 1,295.00
Proposed 4" Change	\$ 904.15	\$ 1,164.29	\$ 1,424.44
\$ increase-decrease	\$ 99.15	\$ 114.29	\$ 129.44

### **FISCAL IMPACT**

Without an increase in fees, the City of Cody will not be able to keep current with our projected maintenance requirements and the water reserve fund will be depleted in time.

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

## **ALTERNATIVES**

Options Available - Rate structures can be modified in an almost unlimited variety of ways.

1. No change – Continue charging what we are and deplete our water reserve fund.
2. Modify the City of Cody Water Rate structure as amended and/or as proposed by Council.
3. Modify the City of Cody Water Rate structure as indicated in the Summary.

## **RECOMMENDATION**

Staff recommends the Council approve Ordinances 2014-04 and Ordinance 2014-05 as presented.

**ORDINANCE NO. 2014-04**

**AN ORDINANCE REPEALING TITLE 8, CHAPTER 2, ARTICLE II,  
SECTION 40, SCHEDULE OF RATES AND CHARGES, OF THE CITY  
OF CODY MUNICIPAL CODE**

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

Title 8, Chapter 2, Article II, Section 40, Schedule of Rates and Charges, ARE  
REPEALED in their entirety.

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PASSED ON THIRD READING: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director

**ORDINANCE NO. 2014-05**

**AN ORDINANCE ENACTING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40, SCHEDULE OF RATES AND CHARGES, OF CODY CITY CODE**

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

Title 8, Chapter 2, Article II, Section 40, entitled Schedule of Rates and Charges, in its entirety, hereby enacted and effective as of July 1, 2014.

**8-2-40: SCHEDULE OF RATES AND CHARGES:**

The rates for metered water sold within the city limits shall be as follows:

The minimum monthly charge for each meter shall be as follows:

<b>SMP Charge</b>	<b>Base Charge</b>	<b>Meter Size</b>
\$ 10 .00	\$ 13.00	<sup>3</sup> / <sub>4</sub> inch
20.00	26.00	1 inch
40.00	52.00	1 <sup>1</sup> / <sub>2</sub> inches
70.00	91.00	2 inches
160.00	208.00	3 inches
280.00	364.00	4 inches
640.00	832.00	6 inches

The SMP fee is the wholesale tap equivalency fee charged by the Shoshone Municipal Pipeline. The base charge is the fee assessed by the city for the operation and maintenance of the water lines. The minimum monthly fee is calculated as follows:

SMP charge + base charge + \$2.60 per thousand gallons per month.

In the event that the water meter is permanently removed and the service will no longer be usable on the property, the base fee and SMP fee may be removed from the utility account. In all other circumstances, the base fee and SMP fee will be charged on a monthly basis, regardless of usage.

A. The rate of metered water sold outside the corporate limits shall be the same as listed above, unless determined otherwise by the governing body, and shall at no time exceed one and one-half (1<sup>1</sup>/<sub>2</sub>) times the rates listed above.

B. The rate and regulations for unmetered water taken from a fire hydrant, the city water crane or any unmetered source shall be as follows:

1. For water taken from the city water crane, a minimum of seven dollars twenty two cents (\$7.22) for the first one thousand (1,000) gallons or less, plus seven dollars twenty two cents (\$7.22) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or any fraction thereof, per trip or load.
2. Any person desiring to take domestic city water from any other unmetered source, excepting city personnel for authorized city purposes and fire department personnel for

authorized fire department purposes, shall first obtain a written permit from the public works director or his/her designee. Such permit shall fully state the name and billing address of the person or party responsible for payment of water taken, meter number for meter used, and the location of the source (hydrant) from where the water is to be taken. The fee for the use of water shall be a minimum of seven dollars twenty two cents (\$7.22) for the first one thousand (1,000) gallons or less, plus seven dollars twenty two cents (\$7.22) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or fraction thereof, per trip or load. This fee may be adjusted to the cost of the water from SMP to the city, if the water is used for city projects or as determined by the governing body.

Payment of bills shall be as outlined in the city electric ordinance, [chapter 1](#) of this title.

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

PASSED ON FIRST READING: \_\_\_\_\_  
PASSED ON SECOND READING: \_\_\_\_\_  
PASSED ON THIRD READING: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director