

AGENDA

Tuesday, June 3, 2014 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

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

Recognition – High School Athletes – State Champion(s)

Recognition- Officers Eric Wright and Chris Lovera

Recognition – New or Promoted Employees – Ryan Brown, Jessica Reesy & Amy Quick

1. Consent Calendar: All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.
 - a. Approve Minutes of the Special Meeting from 5/15/14, 5/21/14 and 5/22/14 and Regular Meeting Minutes from 5/20/14.
 - b. Approve Vouchers and Payroll in the amount of \$471,386.56.
 - c. Approve a request from Doug Nordberg and the Downtown Merchants to close the 1100, 1200 and 1300 blocks of Sheridan Avenue on Thursday, September 18, 2014 from 2 p.m. to 9 p.m. for the 6th annual Boot Scoot'n Boogie Main Street Event; approve an Open Container permit for the event; and approve sponsoring cost in the amount of \$1,228.45 from the Lodging Tax Fund for cost associated with staff and equipment to provide traffic control, barricades, closure signage, detour routing and initiate the tow process of vehicles if necessary.
 - d. Approve the Annual Run for Hope sponsored by the Cody Soroptimist Club to be held on Saturday, October 4, 2014 at 10:00 a.m., authorize the Cody Police Department to assist with traffic control during the event, and require proof of insurance.
 - e. Authorize the Mayor to sign an Acknowledgement and Waiver of Conflict of Interest between the City of Cody (City) and the Yellowstone Regional Joint Powers Board (YRA) with regards to both parties being provided legal counsel from same firm and requesting said firm to prepare an Agreement for Temporary Use of Building between City and YRA.
 - f. Consider awarding Quote 2014-03 – Snow Removal for fiscal year 2014-2015 to Pavement Maintenance at the rate of \$55.00 per hour.
 - g. Authorize the Mayor to sign the banking agreement between Wells Fargo and the City of Cody.
 - h. Approve the Stampede Parades on the 2nd, 3rd and 4th of July; sponsor the \$100 permit fee per parade; sponsor other associated staffing and equipment cost in the amount of \$24,219.93 to be funded out of the Lodging Tax fund and require the Stampede Parade Committee to provide proof of insurance for all three parades.
 - i.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The

Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing

4. Conduct of Business

- a. Consider approval of Change Order #1 from Harris Trucking for a reduction in the contract of \$442.50, authorize the Mayor to sign Pay Estimate #3 and approve final payment in the amount of \$8,727.10 for Bid No. 2013-17 – West Cooper Lane Sewer Main Extension.

Staff Reference: Steve Payne, Public Works Director

- b. Consider a request to decrease the posted speed limit on Monument Street between the Buffalo Bill Monument and 8th Street from 30 mph to 20 mph and to paint two (2) additional cross-walks.

Staff Reference: Steve Payne, Public Works Director

- a. **ORDINANCE 2014-06 – SECOND READING
AN ORDINANCE REPEALING TITLE 10, CHAPTER 13,
NONCONFORMING USES, OF THE CITY OF CODY MUNICIPAL
CODE.**

Staff Reference: Todd Stowell, City Planner

- b. **ORDINANCE 2014-07 – SECOND READING
AN ORDINANCE ADOPTING TITLE 10, CHAPTER 13, OF THE CITY
OF CODY CODE, “NONCONFORMING LOTS, STRUCTURES, AND
USES”.**

Staff Reference: Todd Stowell, City Planner

- c. **ORDINANCE 2013-08 – FIRST READING
AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING
UNITS.**

Staff Reference: Todd Stowell, City Planner

- d. **ORDINANCE 2013-09 – FIRST READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE
CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30,
2015.**

Staff Reference: Leslie Brumage, Finance Officer

- e. **ORDINANCE 2014-10 – FIRST READING
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF
MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING
FOR THE FISCAL YEAR ENDING JUNE 30, 2015.**

Staff Reference: Leslie Brumage, Finance Officer

5. Tabled Items

6. Matters from Staff Members or Council Members

**City of Cody
Council Proceedings
Thursday May 15, 2014**

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

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

Absent: Council Members Jerry Fritz, Landon Greer and City Attorney, Scott Kolpitcke

Mayor Brown called the meeting to order at 4:20 p.m.

The Governing Body discussed the lease proposals regarding the City Property at 836 Sheridan for the Cody Art League; Cody Cupboard; and Cody Country Chamber of Commerce. The Governing Body will take all information provided into consideration as they go into the budget process. No action was taken.

The Governing Body reviewed the agenda for the May 20, 2014 meeting. No action was taken.

There being no further discussion, the meeting adjourned at 5:54 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Wednesday, May 21, 2014

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Wednesday, May 21, 2014 at 4:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members, Donny Anderson, Bryan Edwards, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz; City Administrator, Jenni Rosencranse, Administrative Service Officer, Cindy Baker, Police Chief, Perry Rockvam, Parks, Recreation and Public Facilities Director, Rick Manchester and Public Works Director, Steve Payne..

Absent: None

Mayor Brown called the meeting to order at 4:00 p.m.

The Governing Body discussed the proposed budget for Fiscal Year 2014-2015. No action was taken.

Mayor Brown adjourned the meeting at 7:54 p.m.

Cynthia D Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Thursday, May 22, 2014

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, May 22, 2014 at 4:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members, Donny Anderson, Bryan Edwards, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz; City Administrator, Jenni Rosencranse, Administrative Service Officer, Cindy Baker, Police Chief, Perry Rockvam, Parks, Recreation and Public Facilities Director, Rick Manchester and Public Works Director, Steve Payne..

Absent: None

Mayor Brown called the meeting to order at 4:00 p.m.

The Governing Body discussed the proposed budget for Fiscal Year 2014-2015. No action was taken.

Mayor Brown adjourned the meeting at 5:39 p.m.

Cynthia D Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, May 20, 2014

Council Member Miller made a motion seconded by Council Member Fritz to enter into an Executive Session pursuant to Wyoming State Statute 16-4-405 to discuss potential litigation at 6:20 p.m. Council Member Miller made a motion seconded by Council Member Fritz to exit the Executive Session at 6:54 p.m. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, May 20, 2014 at 7:00 p.m.

Present: Mayor Brown, Council Members Donny Anderson, Bryan Edwards, Landon Greer, Steve Miller and Stan Wolz, Acting City Administrator Rick Manchester, City Attorney Scott Kolpitke 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 revised, to remove recognition of Officers Lovera and Wright and recognition of Boys & Girls Club. Vote was unanimous.

Mayor Brown and the City of Cody Council recognized Lisa Oilar as Mrs. Wyoming International and presented her with her sash. Lisa's platform revolved around the Boys & Girls Club.

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent calendar including approval of Special Meeting Minutes from May 1, 2014 and Regular Meeting Minutes from May 6, 2014; approve vouchers and payroll in the amount of \$1,391,453.22; approve a grant in the amount of \$2,000 from the Wyoming Business Council for materials and supplies to be used for a new Cody Citizen Academy and authorize the Mayor to sign the contract accepting the funds; approve a change in the dispensing room for Good to Go Store, LLC to a 36' x 81' room on the East end of the building located at 221 Yellowstone Avenue; authorize the Mayor to enter into and sign a Memorandum of Understanding between the City of Cody and other agencies as it relates to Temporary Law Enforcement Assistance contingent upon review and approval by the City Attorney; approve a request from the Cody Stampede Parade Committee and Irma Hotel to close 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from 4:00 p.m. on July 2, 2014 to noon on July 5, 2014 for the 2014 Cody Stampede Parafest, authorize an open container permit from 10 am to 10 pm on July 3rd and July 4th in conjunction with this event, with recommendations provided, as well as, outlined by staff and designate the Chief of Police or his designee the authority to revoke the open container permit provision during these dates if a situation arises where it becomes necessary to shut down this event; approve a request from Colette Haun and the Irma Hotel to close 12th Street between Sheridan Avenue and Beck Avenue from 7:00 p.m. (after the Gunfighters show) until Midnight on June 20, 2014 for the Buffalo Bill Cody Thunder Rally and authorize an open container permit in conjunction with this event, with recommendations provided, as well as, outlined by staff. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Edwards to approve a request from Lynn Lampe, Geysers on the Terrace, to allow a fireworks display within the City limits on July 5, 2014 at the conclusion of an event held at 525 W Yellowstone. Mayor Brown excused herself from the room and recused herself from the vote. Vote was unanimous from remaining Council Members. Mayor Brown returned to the Council chambers.

ORDINANCE 2014-06 – FIRST READING
AN ORDINANCE REPEALING TITLE 10, CHAPTER 13, NONCONFORMING USES, OF THE CITY OF CODY MUNICIPAL CODE.

Council Member Edwards made a motion seconded by Council Member Anderson to approve Ordinance 2014-06 on First Reading. Vote was unanimous.

ORDINANCE 2014-07 – FIRST READING
AN ORDINANCE ADOPTING TITLE 10, CHAPTER 13, OF THE CITY OF CODY CODE, “NONCONFORMING LOTS, STRUCTURES, AND USES”.

Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2014-07 on First Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:52 pm

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACE HARDWARE							
2390							
	280195	OLIVE GLENN PH II	05/13/2014	26.53	26.53	06/04/2014	
	280218	OLIVE GLENN PH II	05/13/2014	7.21	7.21	06/04/2014	
	280219	BRASS BRUSH - CLEANING PAI	05/13/2014	5.98	5.98	06/04/2014	
	280367	RAW WATER REPAIR	05/15/2014	17.83	17.83	06/04/2014	
	280685	OLIVE GLENN PH II	05/19/2014	62.08	62.08	06/04/2014	
	280686	LIGHT BULBS - WATER CRANE	05/19/2014	7.49	7.49	06/04/2014	
	280734	OLIVE GLENN PH II	05/19/2014	13.45	13.45	06/04/2014	
	280751	RAW WATER REPAIRS	05/19/2014	25.47	25.47	06/04/2014	
	280765	RAW WATER REPAIRS	05/19/2014	35.95	35.95	06/04/2014	
	280977	SUPPLIES	05/21/2014	24.12	24.12	06/04/2014	
	280978	SUPPLIES	05/21/2014	2.07	2.07	06/04/2014	
	281093	TOOLS	05/22/2014	47.98	47.98	06/04/2014	
	281140	RAW WATER REPAIR	05/23/2014	18.92	18.92	06/04/2014	
	281154	RAW WATER REPAIR	05/23/2014	.99	.99	06/04/2014	
	281176	OLIVE GLENN PH II	05/23/2014	42.99	42.99	06/04/2014	
Total 2390:				339.06	339.06		
ADVANCED INFO SYSTEMS							
129162							
	11459	CYCLE 1 OUTSOURCE BILLS	05/19/2014	387.62	387.62	06/04/2014	
	11465	CYCLE 2 OUTSOURCE BILLS	05/21/2014	179.48	179.48	06/04/2014	
Total 129162:				567.10	567.10		
AISAICAN, COLIN L							
130005							
	15678038	REFUND UTILITY DEPOSIT	05/13/2014	22.54	22.54	06/04/2014	
Total 130005:				22.54	22.54		
ALLGEIER, ANDREW R							
129372							
	14160016	REFUND UTILITY DEPOSIT	05/09/2014	98.46	98.46	06/04/2014	
Total 129372:				98.46	98.46		
ALLISON, JAMES							
123787							
	051914	PROFESSIONAL FEES - MC-140	05/19/2014	84.38	84.38	06/04/2014	
Total 123787:				84.38	84.38		
AUTO PLUMBERS EXHAUST							
130014							
	11-1634	EXHAUST D07	05/13/2014	160.00	160.00	06/04/2014	
Total 130014:				160.00	160.00		
BACKES, JENNA							
130006							
	10123825	REFUND CREDIT BALANCE	05/19/2014	17.29	17.29	06/04/2014	
Total 130006:				17.29	17.29		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BLAKEMAN PROPANE, INC							
4125							
	3229	PROPANE FOR GRILL	05/14/2014	6.60	6.60	06/04/2014	
Total 4125:				6.60	6.60		
BLOEDORN LUMBER							
1590							
	1682001	LUMBER	05/15/2014	33.00	33.00	06/04/2014	
	1688623	LITHIUM GREASE	05/19/2014	70.32	70.32	06/04/2014	
	1688780	SUPPLIES	05/19/2014	24.95	24.95	06/04/2014	
Total 1590:				128.27	128.27		
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
	051914	INSURANCE PREMIUM	05/19/2014	110,155.63	110,155.63	06/04/2014	
Total 1360:				110,155.63	110,155.63		
BOONE'S MACHINE SHOP							
1400							
	050714	REPAIR / REPLACE IRRIGATIO	05/07/2014	37.76	37.76	06/04/2014	
Total 1400:				37.76	37.76		
BOOT BARN, INC							
128267							
	IVC0049764	UNIFORMS - EL DEPT	05/14/2014	1,018.29	1,018.29	06/04/2014	
Total 128267:				1,018.29	1,018.29		
BRAKKE, JOLENE							
126553							
	052014	REIMBURSE FOR DC SLEEVES	05/20/2014	33.74	33.74	06/04/2014	
Total 126553:				33.74	33.74		
BUSHNELL, TIM							
130015							
	52214	REIMBURSE FOR CDL	05/22/2014	60.00	60.00	06/04/2014	
Total 130015:				60.00	60.00		
C & C WELDING							
1690							
	17528	REPAIR / REPLACE IRRIGATIO	05/06/2014	114.60	114.60	06/04/2014	
Total 1690:				114.60	114.60		
CASTAGNE, TAMMY							
130018							
	12107020	REFUND UTILITY DEPOSIT	05/23/2014	81.73	81.73	06/04/2014	
Total 130018:				81.73	81.73		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
CHARTER							
129861							
	051314	INTERNET - CITY HALL	05/13/2014	79.90	79.90	06/04/2014	
	051514	INTERNET - SHOP	05/15/2014	46.14	46.14	06/04/2014	
	051514	INTERNET - SHOP	05/15/2014	11.88	11.88	06/04/2014	
	051514	INTERNET - SHOP	05/15/2014	6.99	6.99	06/04/2014	
	051514	INTERNET - SHOP	05/15/2014	4.89	4.89	06/04/2014	
Total 129861:				149.80	149.80		
CITY OF CODY							
2260							
	051314	RESTITUTION FROM NIKKI MA	05/13/2014	303.90	303.90	06/04/2014	
	052314	UTILITIES	05/23/2014	2,273.29	2,273.29	06/04/2014	
	052314	UTILITIES	05/23/2014	116.49	116.49	06/04/2014	
	052314	UTILITIES	05/23/2014	1,114.21	1,114.21	06/04/2014	
	052314	UTILITIES	05/23/2014	5,845.13	5,845.13	06/04/2014	
	052314	UTILITIES - REC CENTER	05/23/2014	2,946.45	2,946.45	06/04/2014	
	052314	UTILITIES - REC CENTER AQUA	05/23/2014	8,839.37	8,839.37	06/04/2014	
	052314	UTILITIES	05/23/2014	1,197.93	1,197.93	06/04/2014	
	052314	UTILITIES	05/23/2014	308.56	308.56	06/04/2014	
	052314	UTILITIES	05/23/2014	181.51	181.51	06/04/2014	
	052314	UTILITIES	05/23/2014	127.03	127.03	06/04/2014	
	052314	UTILITIES	05/23/2014	60.84	60.84	06/04/2014	
	052314	UTILITIES	05/23/2014	4,915.98	4,915.98	06/04/2014	
	052314	UTILITIES	05/23/2014	1,262.86	1,262.86	06/04/2014	
	052314	UTILITIES	05/23/2014	496.25	496.25	06/04/2014	
	052314	UTILITIES	05/23/2014	4,371.56	4,371.56	06/04/2014	
Total 2260:				34,361.36	34,361.36		
CIVICPLUS							
129304							
	148084	WEB HOSTING 7/1/14-6/20/15	05/21/2014	4,619.79	4,619.79	06/04/2014	
Total 129304:				4,619.79	4,619.79		
CODY CHAMBER OF COMMERCE							
124707							
	4976	MEETING EXPENSE	05/21/2014	28.00	28.00	06/04/2014	
Total 124707:				28.00	28.00		
CODY WINNELSON COMPANY							
2850							
	135179-00	VALVE BOXES / TEFLON TAPE	05/05/2014	75.32	75.32	06/04/2014	
	135263-00	RAW WATER REPAIRS	05/07/2014	19.60	19.60	06/04/2014	
	135329-00	4" PVC COMP COUPLERS	05/08/2014	85.40	85.40	06/04/2014	
	135339-00	RAW WATER REPAIRS	05/09/2014	35.65	35.65	06/04/2014	
	135381-00	RAW WATER REPAIRS	05/12/2014	28.28	28.28	06/04/2014	
	135442-00	RAW WATER REPAIRS	05/13/2014	26.00	26.00	06/04/2014	
	135510-00	RAW WATER REPAIRS	05/15/2014	9.68	9.68	06/04/2014	
Total 2850:				279.93	279.93		
CONDUIT REPAIR SYSTEMS, INC							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128551	14832	SYSTEM REPAIRS	05/13/2014	418.42	418.42	06/04/2014	
Total 128551:				418.42	418.42		
CRUM ELECTRIC							
3300							
	1549630-00	FUSES	05/12/2014	32.49	32.49	06/04/2014	
	1550955-00	DUCT TAPE / EL TAPE	05/07/2014	15.90	15.90	06/04/2014	
	1551748-00	SUPPLIES	05/09/2014	16.78	16.78	06/04/2014	
	1553285-00	OLIVE GLENN PH II	05/14/2014	27.18	27.18	06/04/2014	
	1553896-00	Conduit, 4" PVC - 3' radius 90	05/16/2014	45.65	45.65	06/04/2014	CONPVC490
	1554644-00	BECAN HILL PHASE I	05/19/2014	122.37	122.37	06/04/2014	
	1554904-00	CABLE	05/20/2014	169.20	169.20	06/04/2014	
Total 3300:				429.57	429.57		
DANA KEPNER COMPANY							
3410							
	2218616-00	Meter, iPERL 3/4" short, Itron	05/14/2014	21,999.04	21,999.04	06/04/2014	1198-W
Total 3410:				21,999.04	21,999.04		
DECATUR ELECTRONICS, INC							
3510							
	IN00009548	REPAIR RADAR C14	05/13/2014	189.00	189.00	06/04/2014	
Total 3510:				189.00	189.00		
DEPT OF FAMILY SERVICES							
125899							
	0233-APR2014	BACKGROUND CHECKS - REC	05/06/2014	20.00	20.00	06/04/2014	
Total 125899:				20.00	20.00		
DIVISION OF VICTIM'S SERVICES							
124470							
	051214	CRIME VICTIM'S COMP - APR 2	05/12/2014	620.84	620.84	06/04/2014	
Total 124470:				620.84	620.84		
ECKARDT, DAN							
129960							
	042414	REIMBURSE FOR TRAVEL EXP	04/24/2014	31.58	31.58	06/04/2014	
Total 129960:				31.58	31.58		
ECOLAB PEST ELIM. DIV.							
128686							
	4111037	PEST CONTROL - AUDITORIUM	05/12/2014	70.00	70.00	06/04/2014	
	4111038	PEST CONTROL - CITY HALL	05/12/2014	50.00	50.00	06/04/2014	
	4111039	PEST CONTROL - EL SHOP	05/12/2014	50.00	50.00	06/04/2014	
	4111040	PEST CONTROL - SANT/RECY	05/12/2014	50.00	50.00	06/04/2014	
	4111041	PEST CONTROL - SHOP	05/12/2014	70.00	70.00	06/04/2014	
Total 128686:				290.00	290.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ENERGY WEST							
2630							
	052014	UTILITIES	05/20/2014	621.05	621.05	06/04/2014	
	052014	UTILITIES	05/20/2014	20.26	20.26	06/04/2014	
	052114	UTILITIES	05/21/2014	83.87	83.87	06/04/2014	
Total 2630:				725.18	725.18		
EPOXY SYSTEMS							
128265							
	4228	POOL REPAIRS	03/25/2014	3,627.81	3,627.81	06/04/2014	
Total 128265:				3,627.81	3,627.81		
ETC., LLC							
127829							
	042514	VIDEO FOR CASE 14-419	04/25/2014	120.00	120.00	06/04/2014	
Total 127829:				120.00	120.00		
FARM PLAN CORPORATION							
4210							
	1440467	PARKS MOWER PARTS	05/08/2014	270.18	270.18	06/04/2014	
	1445549	PARKS MOWER PARTS	05/13/2014	58.00	58.00	06/04/2014	
Total 4210:				328.18	328.18		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY53551	SUPPLIES	05/08/2014	5.58	5.58	06/04/2014	
	WYCDY53610	CLAMPS	05/12/2014	7.09	7.09	06/04/2014	
	WYCDY53637	BOLTS	05/13/2014	17.45	17.45	06/04/2014	
	WYCDY53691	NUTS & BOLTS - F01 SWEEPER	05/15/2014	8.90	8.90	06/04/2014	
	WYCDY53696	NUTS & BOLTS - F01 SWEEPER	05/15/2014	2.96	2.96	06/04/2014	
Total 126018:				41.98	41.98		
FERGUSON WATERWORKS							
127653							
	0589913	3/4" X 1" METER ADAPTERS	05/01/2014	95.59	95.59	06/04/2014	
Total 127653:				95.59	95.59		
FINCHER, CATHERINE							
129878							
	051314	RESTITUTION FROM MC-1308-0	05/13/2014	50.00	50.00	06/04/2014	
Total 129878:				50.00	50.00		
FLEGEL, MARK							
130007							
	15677045	REFUND UTILITY DEPOSIT	05/13/2014	31.14	31.14	06/04/2014	
	15677045	CORRECT INPUT ERROR	05/13/2014	.27	.27	06/04/2014	
Total 130007:				31.41	31.41		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
FREDRICKS, KAREN							
130008							
	3017052	REFUND CREDIT BALANCE	05/19/2014	64.98	64.98	06/04/2014	
Total 130008:				64.98	64.98		
GAIL CONSTRUCTION, LLC							
130009							
	473	GUTTER REPAIRS - CARTER A	05/15/2014	663.00	663.00	06/04/2014	
Total 130009:				663.00	663.00		
GALLS, LLC							
123014							
	001900832	UNIFORMS - C19	04/30/2014	99.98	99.98	06/04/2014	
	001913767	UNIFORMS - C06	05/02/2014	106.40	106.40	06/04/2014	
	001915437	UNIFORMS - C18	05/02/2014	49.99	49.99	06/04/2014	
	001916824	UNIFORMS - C03, C05	05/04/2014	120.00	120.00	06/04/2014	
	001930816	UNIFORMS C06	05/07/2014	160.00	160.00	06/04/2014	
Total 123014:				536.37	536.37		
GAMBLES							
4450							
	C037	GAS CAN SPOUT	05/07/2014	11.99	11.99	06/04/2014	
Total 4450:				11.99	11.99		
GARY'S VACUUM & STAMPS							
4480							
	94709	NOTARY STAMP - TASA BROST	05/08/2014	26.95	26.95	06/04/2014	
Total 4480:				26.95	26.95		
GDA ENGINEERS							
4620							
	00001-05/21/1	OLIVE GLENN PHASE II	05/21/2014	949.25	949.25	06/04/2014	
Total 4620:				949.25	949.25		
GEORGE T. SANDERS COMPANY							
128246							
	13167165-00	6" RUBBER COUPLING - 12 ST	05/08/2014	10.40	10.40	06/04/2014	
Total 128246:				10.40	10.40		
GOOD 2 GO STORES							
129982							
	NP41143281	FUEL - SR. CENTER	05/01/2014	1,375.50	1,375.50	06/04/2014	
	NP41143281	FUEL - ADMIN	05/01/2014	277.54	277.54	06/04/2014	
	NP41143281	FUEL - PD	05/01/2014	3,520.02	3,520.02	06/04/2014	
	NP41143281	FUEL - PARKS	05/01/2014	360.42	360.42	06/04/2014	
	NP41143281	FUEL - PARKS	05/01/2014	1,665.14	1,665.14	06/04/2014	
	NP41143281	FUEL - FACILITIES MAINT	05/01/2014	370.60	370.60	06/04/2014	
	NP41143281	FUEL - COMM DEV	05/01/2014	65.35	65.35	06/04/2014	
	NP41143281	FUEL - STREETS	05/01/2014	5,877.68	5,877.68	06/04/2014	
	NP41143281	FUEL - STREETS	05/01/2014	447.14	447.14	06/04/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	NP41143281	FUEL - VM	05/01/2014	129.12	129.12	06/04/2014	
	NP41143281	FUEL - SANITATION	05/01/2014	7,090.81	7,090.81	06/04/2014	
	NP41143281	FUEL - SANITATION	05/01/2014	316.20	316.20	06/04/2014	
	NP41143281	FUEL - WATER	05/01/2014	261.62	261.62	06/04/2014	
	NP41143281	FUEL - WATER	05/01/2014	727.03	727.03	06/04/2014	
	NP41143281	FUEL -W WATER	05/01/2014	738.91	738.91	06/04/2014	
	NP41143281	FUEL -W WATER	05/01/2014	608.38	608.38	06/04/2014	
	NP41143281	FUEL - EL	05/01/2014	1,862.34	1,862.34	06/04/2014	
	NP41143281	FUEL - EL	05/01/2014	1,394.05	1,394.05	06/04/2014	
Total 129982:				27,087.85	27,087.85		
H B I INSURANCE							
12306							
	52457	NOTARY BOND - TASA BROST	05/06/2014	50.00	50.00	06/04/2014	
Total 12306:				50.00	50.00		
HARRIS TRUCKING & CONST. CO							
4780							
	124689	ASPHALT 16TH STREET	05/07/2014	11,199.24	11,199.24	06/04/2014	
	PAY EST 3 - W	W COOPER LANE SEWER PRO	05/14/2014	1,096.75	1,096.75	06/04/2014	
	W COOPER -	W COOPER LANE SEWER PRO	05/14/2014	8,727.10	8,727.10	06/04/2014	***
Total 4780:				21,023.09	21,023.09		
This amount will be approved on the Conduct of Business and has been Subtracted from the total amount for approval							
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
	2474423-00	48 Xfmr 3ph 150KVA URD 120/20	05/15/2014	5,956.84	5,956.84	06/04/2014	TRF1503U12/208
	2507648-00	METER	05/02/2014	467.58	467.58	06/04/2014	
	2507648-01	SAFETY SUPPLIES	05/12/2014	1,362.50	1,362.50	06/04/2014	
	2522289-00	Pole, lex Std 2908-45808T4	05/20/2014	1,885.52	1,885.52	06/04/2014	PLSTLT
	2522289-00	Pole, lex Std 2908-45808T4	05/20/2014	2,828.28	2,828.28	06/04/2014	PLSTLT
	2534440-00	SYSTEM MAINTENANCE	05/12/2014	334.67	334.67	06/04/2014	
	2534518-01	SAFETY SUPPLIES	05/12/2014	194.71	194.71	06/04/2014	
	2548715-00	Conduit, 6" PVC - 10ft section	05/02/2014	1,020.73	1,020.73	06/04/2014	CONPVC610
	2548715-00	BEACON HILL PH I	05/02/2014	57.50	57.50	06/04/2014	
Total 6730:				14,108.33	14,108.33		
HEARTLAND PAPER COMPANY							
128769							
	23031-1	MATERIAL & SUPPLIES	05/13/2014	40.71	40.71	06/04/2014	
	25426-0	MATERIAL & SUPPLIES	05/13/2014	325.95	325.95	06/04/2014	
Total 128769:				366.66	366.66		
HERMAN, DILLON							
130016							
	13185234	REFUND CREDIT BALANCE	05/23/2014	79.75	79.75	06/04/2014	
Total 130016:				79.75	79.75		
KACMAR, MARC							
130010							
	3031064	REFUND UTILITY DEPOSIT	05/14/2014	144.79	144.79	06/04/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130010:				144.79	144.79		
KEELE SANITATION 124874							
	1145812	OLIVE GLENN PHASE II	04/30/2014	111.00	111.00	06/04/2014	
Total 124874:				111.00	111.00		
LACAL EQUIPMENT INC 124715							
	0191753-IN	BLOWER & PICKUP HEAD REP	05/02/2014	7,829.18	7,829.18	06/04/2014	
	0191798-IN	GUTTER BROOM REPAIRS F01	05/05/2014	289.40	289.40	06/04/2014	
	0192423-IN	BEARING, DRAG LINK - F01 SW	05/14/2014	678.30	678.30	06/04/2014	
	0192624-IN	IMPELLER HOUSING - F01 SWE	05/16/2014	293.36	293.36	06/04/2014	
Total 124715:				9,090.24	9,090.24		
MICRO-COMM. INC. 6635							
	0036860-IN	RAW WATER TANK	05/13/2014	869.00	869.00	06/04/2014	
Total 6635:				869.00	869.00		
MILES, SARAH N. 129971							
	1576	PROFESSIONAL FEES	05/14/2014	332.16	332.16	06/04/2014	
Total 129971:				332.16	332.16		
MOTOROLA SOLUTIONS, INC. 6840							
	76664510	REPAIR RADIO C23	05/16/2014	393.00	393.00	06/04/2014	
Total 6840:				393.00	393.00		
MOUNTAIN WEST SCREEN PRINTERS 6930							
	E 1284	EMBROIDERY ON SHIRTS	05/20/2014	83.00	83.00	06/04/2014	
Total 6930:				83.00	83.00		
NORTHERN GARDENS 7340							
	075914	SOD - 16TH & 10TH STREETS	05/06/2014	147.60	147.60	06/04/2014	
Total 7340:				147.60	147.60		
NORTHWEST PIPE 7400							
	1279447-1	DRILL BIT - TAPPING MACHINE	05/19/2014	216.55	216.55	06/04/2014	
	1285197	3/4" compression coupling	05/12/2014	78.76	78.76	06/04/2014	1122-W
	1285197	1" Flare x CTS Compression Ada	05/12/2014	54.00	54.00	06/04/2014	1091-W
	1285198	1" compression coupling	05/12/2014	85.96	85.96	06/04/2014	1123-W
Total 7400:				435.27	435.27		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
NORTHWEST SIGN RECYCLING							
129058							
	1701	SIGN BLANKS	05/01/2014	93.30	93.30	06/04/2014	
Total 129058:				93.30	93.30		
PAVEMENT MAINTENANCE INC							
7825							
	14-129	CRACK SEAL 11TH ST	05/09/2014	1,800.00	1,800.00	06/04/2014	
Total 7825:				1,800.00	1,800.00		
PAWNEE IRRIGATION EVERGREEN							
7830							
	10354	OLIVE GLENN PH II	05/14/2014	12.93	12.93	06/04/2014	
Total 7830:				12.93	12.93		
PERFORMING ARTS CODY CENTER							
130011							
	334651	REC CENTER REFUND	05/12/2014	237.50	237.50	06/04/2014	
Total 130011:				237.50	237.50		
POTTLE, KATHRINE							
130012							
	13122312	REFUD UTILITY DEPOSIT	05/19/2014	8.63	8.63	06/04/2014	
Total 130012:				8.63	8.63		
POWELL TRIBUNE							
8090							
	043014	ADVERTISING - EMPLOYMENT	04/30/2014	381.95	381.95	06/04/2014	
Total 8090:				381.95	381.95		
ROCKY MOUNTAIN DISCOUNT SPORTS							
8680							
	80891	RADIOS FOR FLAGGING	05/13/2014	98.99	98.99	06/04/2014	
Total 8680:				98.99	98.99		
ROCKY MOUNTAIN POWER							
7570							
	7570	UTILITIES	05/16/2014	36.80	36.80	06/04/2014	
	7570	UTILITIES	05/16/2014	236.36	236.36	06/04/2014	
Total 7570:				273.16	273.16		
RODGERS, LYNN							
129598							
	10204015	REFUND UTILITY DEPOSIT	05/09/2014	101.13	101.13	06/04/2014	
Total 129598:				101.13	101.13		
SCHNEIDER, LAWRENCE							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
130017							
	20063030	REFUND UTILITY DEPOSIT	05/23/2014	111.16	111.16	06/04/2014	
Total 130017:				111.16	111.16		
SEARS							
9010							
	033599028903	GARDEN HOSE	05/23/2014	19.99	19.99	06/04/2014	
Total 9010:				19.99	19.99		
SHERWIN-WILLIAMS COMPANY							
127725							
	0125-3	PAINT GUN - CURB MACHINE	05/08/2014	135.00	135.00	06/04/2014	
Total 127725:				135.00	135.00		
SHORE, BRIDGET							
126485							
	17153517	REFUND UTILITY DEPOSIT	05/16/2014	71.99	71.99	06/04/2014	
Total 126485:				71.99	71.99		
SHOSHONE OFFICE SUPPLY							
9140							
	102844	MATERIAL & SUPPLIES	05/16/2014	20.86	20.86	06/04/2014	
	102894	TONER	05/20/2014	91.99	91.99	06/04/2014	
Total 9140:				112.85	112.85		
SMITH, CHARLES							
125458							
	16401028	REFUND CREDIT BALANCE	05/09/2014	108.22	108.22	06/04/2014	
Total 125458:				108.22	108.22		
THE UPS STORE							
6240							
	1633	WATER SAMPLE SHIPPING	05/13/2014	47.55	47.55	06/04/2014	
	3641	SHIPPING - SAFETY SUPPLIES	05/08/2014	155.54	155.54	06/04/2014	
	5372	EVIDENCE SHIPPING	05/12/2014	9.34	9.34	06/04/2014	
	5430	EVIDENCE SHIPING	05/13/2014	9.34	9.34	06/04/2014	
	5465	EVIDENCE SHIPING	05/14/2014	9.34	9.34	06/04/2014	
Total 6240:				231.11	231.11		
TITAN MACHINERY							
128262							
	3618835 GP	MANIFOLD BOLT - BACKHOE	04/30/2014	10.95	10.95	06/04/2014	
Total 128262:				10.95	10.95		
TRIPLE L SALES							
9980							
	I-30535	RAW WATER - MADISON AVE	05/07/2014	96.88	96.88	06/04/2014	
	I-30628	6" 90* ELBOW - RIVER ACCESS	05/12/2014	18.47	18.47	06/04/2014	
	I-30666	2" CAMLOCK FITTINGS	05/13/2014	10.48	10.48	06/04/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9980:				125.83	125.83		
U S POST OFFICE							
10050							
	052014	2 ROLLS POSTAGE STAMPS	05/20/2014	98.00	98.00	06/04/2014	
Total 10050:				98.00	98.00		
V F W CLUB							
10150							
	051314	SUPPLIES	05/13/2014	51.00	51.00	06/04/2014	
Total 10150:				51.00	51.00		
VINCENT, RYAN							
130013							
	13055622	REFUND UTILITY DEPOSIT	05/15/2014	127.51	127.51	06/04/2014	
Total 130013:				127.51	127.51		
WAL MART COMMUNITY BRC							
10330							
	07392	SUPPLIES	05/13/2014	8.97	8.97	06/04/2014	
	07392	SUPPLIES	05/13/2014	14.45	14.45	06/04/2014	
Total 10330:				23.42	23.42		
WCS TELECOM							
124746							
	21572101	LONG DISTANCE	05/01/2014	144.97	144.97	06/04/2014	
Total 124746:				144.97	144.97		
WEST PARK HOSPITAL							
10500							
	050214	BLOOD DRAWS CASE 14-421	05/02/2014	325.70	325.70	06/04/2014	
Total 10500:				325.70	325.70		
WILLIAMS, SAMANTHA							
129829							
	3045024	REFUND UTILITY DEPOSIT	05/20/2014	51.66	51.66	06/04/2014	
Total 129829:				51.66	51.66		
WOMACK MACHINE SUPPLY CO.							
128944							
	0117518	BACKHOE HYDRAULIC FITTING	05/06/2014	21.79	21.79	06/04/2014	
	0117675	BACKHOE HYDRAULIC VALVE	05/10/2014	92.16	92.16	06/04/2014	
Total 128944:				113.95	113.95		
WOODWARD TRACTOR CO							
10660							
	91012	TOOLS	05/23/2014	309.95	309.95	06/04/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10660:				309.95	309.95		
WYOMING ASSN OF MUNICIPALITIES							
10770							
	13648	WAMCAT - BAKER & BROST	05/16/2014	160.00	160.00	06/04/2014	
Total 10770:				160.00	160.00		
WYOMING HOME & RANCH							
129698							
	45889	SUPPLIES	05/20/2014	16.99	16.99	06/04/2014	
Total 129698:				16.99	16.99		
WYOMING STEEL SERVICES LLC							
129345							
	18080010	REFUND CREDIT BALANCE	05/09/2014	90.20	90.20	06/04/2014	
Total 129345:				90.20	90.20		
Grand Totals:				263,415.65	263,415.65		

Payroll Total \$216,698.01

TOTAL \$480,113.66

Less Harris Retainage -8,727.10

Report Criteria:

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

New Total for approval \$471,386.56

MEETING DATE: JUNE 2, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: CINDY BAKER

PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

DOUG NORDBERG AND DOWNTOWN MERCHANTS REQUEST FOR SHERIDAN AVE. CLOSURE ON THURSDAY SEPTEMBER 18, 2014

ACTION TO BE TAKEN:

Doug Nordberg and the Downtown Merchants are asking permission to close the 1100, 1200 and 1300 blocks of Sheridan Ave. on Thursday, September 18, 2014 from 2 PM to about 9 PM for the 5th annual Boot Scoot'n Boogie Main Street Event; request approval of an Open Container Permit for the event; and requests the City of Cody to sponsor the event by assisting with the street closure, to provide signs for the closure, to provide traffic control and a detour route for the event, and to provide towing of vehicles if necessary

SUMMARY OF INFORMATION:

Like last year, the downtown merchants will be hosting open houses, live music will be playing on both ends of Sheridan Avenue and a fashion show with an elevated runway showcasing products provided by local merchants will be a main attraction of the event. Street vendors will be present again this year. The

Downtown Merchants are also requesting permission for an Open Container Permit for the event and within the boundaries of the street closure. The Irma, Silver Dollar, and possible other retail liquor license holders plan to purchase catering permits to allow the sale of alcohol within the street closure boundary for the event. With regard to security, all of the downtown merchants offering alcohol will provide security, and signage. The Boot Scoot'n Committee will provide a volunteer based security staff who will wear t-shirts identifying themselves as security. In addition, they will have the security staff posted at each corner restricting access to and from the event and to control and monitor alcohol to make sure it does not leave the boundary. In addition, barrels will be placed at all entrances to be used for garbage cans so that the cups can be thrown away. The committee will place signs at each entry/exit area reminding participants that alcohol is not permitted past the barrier.

Set up of the area will begin at 2 p.m. and the event is scheduled to begin at 3:00 p.m. Tear down will begin at 8:00 p.m. with the street to be opened up by 9:00 p.m. The group will obtain event insurance and will list the City of Cody as an additional insured. In addition, they will obtain the proper paperwork from the State of Wyoming Department of Transportation and will submit it for approval once the City of Cody has authorized the event.

At this time of the year, it becomes dark earlier so the traffic control and detour route would likely need to have the lighted barricades as well as personnel working at least the two ends of the detour. From a quick review of the situation, it appears that traffic will have to be detoured at 11th Street and also at 14th Street. Staff would like to work with the committee and if the detour route needs to be changed, staff would like the flexibility to do what is best for the traffic pattern and safety of citizens. The detour will likely have to

AGENDA ITEM NO. _____

be down Beck Ave. and Rumsey Ave. The Street Crew typically works 7-3:30 at this time of the year so overtime would be required to perform setup, monitor, take down the traffic control and sweep the street after the event. During the budget process it was estimated that it will cost the City about \$1,228.45 in labor and equipment costs to assist with the event. If the City of Cody installs proper signage that vehicles will be towed if parked within the event area, City crews can have all remaining vehicles towed at the owner's expense. Staff recommends that the Boot Scoot'n Boogie Committee advertises the street closure and discloses that cars will be towed if left parked in the event area to prevent any problems.

FISCAL IMPACT

A quick review of costs shows that it will cost about \$1,228.45 in labor and equipment cost for the City to assist in this proposal.

ALTERNATIVES

Options Available

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

RECOMMENDATIONS

Staff recommends the approval of the request, labor and equipment cost in the amount of \$1,228.45 be sponsored out of the Lodging Tax Fund.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Doug Nordberg doug@northmountaingallery.com

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 Doug Nordberg

Organization Represented Boot Scoot'n Boogie

Date you wish to appear before the Council Soon as possible 5/13

Mailing Address 1241 Sheridan Telephone 272 5319

E-Mail Address doug@northmountaingallery.com

Preferred form of contact: Telephone _____ E-Mail _____

Names of all individuals who will speak on this topic Doug Nordberg

Event Title (if applicable) Boot scoot'n Boogie

Date(s) of Event (if applicable) 9/18/14 2-9 pm

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Celebration of the arts in Cody

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

Signature Doug Date 5/13/14

MEETING DATE: JUNE3, 2014
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES

PREPARED BY: DOYLE STOUT
PRESENTED BY: RICK MANCHESTER

2014 Cody Soroptimist's Run for Hope

ACTION TO BE TAKEN:

The Cody Soroptimist's Club is requesting permissions to hold their 4th Annual "Run for Hope" benefit 5K/10K walk-run in Cody on Saturday, October 4, 2014 at 10:00AM. The race will not require any street closures and will begin and end at the Paul Stock Recreation Center, 1402 Heart Mountain Street, in Cody.

The Soroptimist's are requesting assistance from the Cody Police Department with traffic control at the start of the race. The assistance requested is for the intersections of Stampede Avenue/Heart Mountain Street and Heart Mountain Street/Alger Avenue.

SUMMARY OF INFORMATION:

The "Run for Hope" is to benefit the "Lainey Cole Memorial Women's Cancer Fund". This memorial fund provides assistance to women battling cancer. Lainey was a tireless leader of the Soroptimists and the programs and services they provided to better the well-being of women and young girls in the Cody Community.

The Soroptimist's are requested and received assistance from the Cody Police Department with traffic control at the start of the race in the past three years.

FISCAL IMPACT

Minimal, the police department will provide traffic control at the onset of the race by on-duty personnel. The Recreation Department can lend the Soroptimist group directional & caution signs, barricades and safety cones for the race. The City has provided these items for the past 5 years.

The Soroptimist group will provide the Recreation Department with proof of insurance for this event, which will identify the City of Cody as an additional rider on the policy.

ALTERNATIVES

Approve, approval with conditions, or deny the request.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Map of the planned run routes

AGENDA & SUMMARY REPORT TO:

Theresa Gunn
3425 Sandbak Ave
Cody, Wy 82412
Cell 307-899-3826
Doyle Stout, Recreation Supervisor
Rick Manchester, Parks, Recreation, & Public Facilities Director

ACKNOWLEDGMENT AND WAIVER OF CONFLICT OF INTEREST

THE UNDERSIGNED PARTIES, YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD (YRA) and CITY OF CODY, WYOMING (CITY), hereby acknowledge the disclosure of a conflict of interest as described herein.

The parties understand and acknowledge that the LAW FIRM has represented and provided legal counsel to both YRA and CITY for several years, and both parties currently use the firm of Copenhaver, Kath, Kitchen & Kolpitcke, LLC (LAW FIRM), as legal counsel on a regular basis. YRA and CITY intend to enter into an agreement entitled "Agreement for Temporary Use of Building." (AGREEMENT). Both parties have asked the LAW FIRM to prepare that agreement based on terms the parties have negotiated.

The parties also acknowledge that the AGREEMENT is intended to be for a short term (approximately one week) for a one time event at a building owned by YRA. Specifically, the parties intend to enter into an agreement to allow CITY to use a building owned by YRA, and formerly owned by the State of Wyoming Military Department, for one week from July 27 through August 2, 2014.

The parties acknowledge that it would a conflict of interest for the same firm to represent both parties in this transaction, absent an acknowledgment and waiver of that conflict of interest. The parties hereby acknowledge that they may use separate, independent legal counsel if they so choose. The parties hereby acknowledge the conflict of interest and waive it. The parties agree that the LAW FIRM shall prepare the agreement the parties have discussed.

The parties understand and acknowledge that in the event any dispute arises between the parties with respect to the agreement, that both parties will have to seek independent counsel, and the firm of Copenhaver, Kath, Kitchen & Kolpitcke, LLC will not be able to represent either party in this transaction.

CITY OF CODY:

BY: _____
NANCY TIA BROWN, MAYOR
OF THE CITY OF CODY

DATE: _____

ATTEST: _____
Cynthia D. Baker
Administrative Services Officer

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD

BY: _____
DOUGLAS JOHNSTON, CHAIRMAN
YELLOWSTONE REGIONAL AIRPORT
JOINT POWERS BOARD

DATE: _____

MEETING DATE:	JUNE 3 RD , 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	_____

AGENDA ITEM SUMMARY REPORT

Quote 2014-03 Snow Removal

BACKGROUND

A request was made by the Streets Division for quotes for snow removal for the 2014/2015 fiscal year. Quotes were sent to Clean Sweep, Pavement Maintenance Inc., Chuck's Lawn Care, 307 Realty LLC, and Mark Stroud. Quotes were received until 2:00 p.m. May 23rd, 2014.

The City contracts snow removal for the Bob Moore Parking Lot, the Law Enforcement Center, 28 Handicap Parking Stalls, and new this year, the Gambles Public Parking Lot.

The snow removal contract for 2013/2014 was with Chuck's Lawn Care. During this time several complaints were received from the Sheriff's Department and Police Department regarding the lack of timely snow removal from the Law Enforcement Center parking lots and sally port. They also had concerns with the quality of work that was being completed. During this current fiscal year there have also been times in which the Streets Division was having to complete this work.

SUMMARY

Two quotes were submitted for Quote 2014-03 Snow Removal.

Chuck's Lawn Care submitted one quote in the following amounts:

- Truck Plow - \$50.00 per hour
- Toolcat Bucket or Broom - \$45.00 per hour

Pavement Maintenance Inc. submitted one quote in the following amounts:

\$55.00 per hour.

Given the recent concerns expressed by Law Enforcement and the Streets Division staff is requesting to award Quote 2014-03 Snow Removal to Pavement Maintenance Inc. Pavement Maintenance Inc. did have the snow removal contract for several years prior to the fall of 2012. During that time no complaints were received regarding their response and/or quality of work.

FISCAL IMPACT

During the current fiscal year the City has paid Chuck's Lawn Care \$1,695.00, which comes to 33.9 hours at the current contract rate of \$50.00 per hour. Using the same number of hours at Pavement Maintenance Inc.'s rate of \$55.00 per hour would cost the City approximately \$169.50 more.

AGENDA ITEM NO. _____

ALTERNATIVES

Approve or deny staff's request to award Quote 2014-03 Snow Removal to Pavement Maintenance Inc. at the rate of \$55.00 per hour.

RECOMMENDATION

Staff recommends the Council approve the award of Quote 2014-03 to Pavement Maintenance Inc. at the rate of \$55.00 per hour.

ATTACHMENTS

1. Current Agreement for Snow Removal
2. Quote 2014-03

AGENDA & SUMMARY REPORT TO:



City of Cody Quote 2014-03 Snow Removal

The City of Cody Streets Division is requesting quotes for the removal of snow from various locations maintained by the City of Cody.

These locations include, but are not limited to;

- The Bob Moore Public Parking Lot located at the intersection of Beck Avenue and 13th Street.
- The Law Enforcement Center located at the intersection of State Highway 120 and Riverview Drive.
- The Gambles Public Parking Lot located south of Rumsey Avenue, between 11th Street and 12th Street.
- 28 Handicap Parking Stalls (Locations listed on attached sheet.)

Quotes shall state the hourly rate to be charged to the City of Cody. If pricing varies depending on equipment, please list each type of equipment and its price separately. All quotes must be submitted on the following submittal form. *It is not a requirement that one bidder must service the parking lots and handicap parking stalls.*

Pricing shall be effective from July 1, 2014 through June 30, 2015.

All quotes must be received by 2:00 p.m. May 23, 2014. Quotes may be submitted via mail to P.O. Box 2200, Cody, WY 82414, via email to streets@cityofcody.com or hand delivered to 119 19th Street, Cody. All quotes must be clearly marked with "Quote 2014-03 Snow Removal". No responsibility for delivery of quotes through mail or email will be taken by the City of Cody.

Parking Lots

The successful bidder shall make every effort to begin snow removal, within the parking lots, when the snow accumulates to a depth of two (2) inches. All unoccupied parking spaces in the lot(s) will be plowed as needed.

Handicap Parking Stalls

The successful bidder shall make every effort to begin clearing the handicap parking stalls when the snow accumulates to a depth of two (2) inches. Snow must be cleared from the stated handicap parking stalls and piled in a manner so not to impede vehicle or foot traffic. The City of Cody will be responsible for the removal of the snow piles.

The City of Cody may reject any and all quotes or make substitutions and waive defects it deems unsubstantial in any quote, the City will award the quote in the best interest of the City of Cody.

Please feel free to contact me at 587-2958 with any questions you may have.

Thank you,

Rob Kramer
Streets and Vehicle Maintenance Superintendent



City of Cody Quote 2014-03 Snow Removal Submittal Form

Parking Lots	
Equipment Type	Cost Per Hour

Handicap Parking Stalls	
Equipment Type	Cost Per Hour

Contractor Name: _____

Address: _____

Email: _____

Phone: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Cody
Handicap Parking Stall Locations
For Snow Removal

- 11th Street – along the old Library building (1 stall)
- 12th Street and Sheridan Avenue – North Side (1 stall)
- 12th Street and Sheridan Avenue – South Side (1 stall)
- 13th Street and Sheridan Avenue – North Side (1 stall)
- 13th Street and Sheridan Avenue – South Side (1 stall)
- Blair Buildings on 17th Street – (1 stall)
- Cody High School – on Beck Avenue (7 stalls)
- Park County Courthouse – on Beck Avenue (2 stalls)
- 12th Street and Beck Avenue – at the Elks Lodge and US Bank (2 stalls)
- Cody Auditorium – along 13th Street (3 stalls)
- 13th Street and Beck Avenue – at Hart Mountain Suites (1 stall)
- 14th Street and Beck Avenue – at Methodist Church (2 stalls)
- 13th Street and Rumsey Avenue – North East Corner (1 stall)
- Mountain View Manor – (4 stalls)

AGREEMENT FOR SNOW REMOVAL

THIS AGREEMENT is made this 24th day of June, 2013, by and between Chuck's Lawn Care, Inc., a Wyoming Corporation ("CHUCKS") and City of Cody, a Wyoming Municipal Corporation ("CITY"). For and in consideration of the mutual promises contained herein, the parties agree as follows.

1. **Term.** This Agreement shall be for a one-year term, commencing at 12:00 a.m. on July 1, 2013, and terminating at 11:59 p.m. on June 30, 2014. Except as otherwise provided in this paragraph, this Agreement shall automatically renew for additional one-year terms until terminated. At least 30 days prior to the termination of each one-year term, the parties may renegotiate and modify the provisions of this Agreement, to be effective for the next one-year term. Either party may terminate this Agreement upon 30 days written notice to the other.
2. **CITY's Premises.** CHUCK'S will provide snow removal for CITY's premises at *Bob Moore Public Parking Lot, the Law Enforcement Center, and 28 handicap parking stalls* ("CITY's Premises"). CHUCK'S will provide snow removal on the following areas: *Bob Moore and Law Enforcement Center Parking Lots and 28 handicap parking stalls* ("Included Areas"). Each instance in which CHUCK'S provides snow removal for the Included Areas shall be deemed a separate occurrence.
3. **Snow Removal.** CHUCK'S will use its best efforts to remove snow from the included areas on CITY's Premises in as timely a manner as possible. For any parking lots in the Included Areas, all unoccupied areas will be plowed and CHUCK'S will begin snow removal when at least two inches (2") of snow has accumulated thereon. For any handicap parking stalls CHUCK'S will begin snow removal when at least two inches (2") of snow has accumulated thereon.
4. **Billing.** CHUCK'S shall provide snow removal at the rate of \$50.00 per hour for the truck plow and \$45.00 per hour for the tool cat broom. CHUCK'S will bill CITY for occurrences on a semi-monthly basis. CITY shall pay all bills within 30 days of the billing date. Bills not so paid will be deemed overdue and will incur late payment charges of the greater of \$5.00 per month, or 1.5% per month on all overdue amounts. CHUCK'S may discontinue snow removal from CITY's Premises until all overdue amounts and late payment charges are paid. CHUCK'S retains the right to pursue a collection action for any overdue amounts and late payment charges. In the event that CHUCK'S places CITY's account in the hands of an attorney for collection, CITY will also pay all collection costs, including reasonable attorney fees.
5. **Modification, Assignment and Waiver.** No Modification of this Agreement shall be effective unless in writing and signed by all parties. There shall be no assignment of this agreement without the express written consent of the other party. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

6. **Liability.** CHUCK'S assumes all liability for itself, its agents, its representatives, employees, guests, and invitees. CHUCK'S 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 CHUCK'S activity as associated with snow removal. 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. 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. CHUCK'S must provide proof of liability insurance insuring CHUCK'S, his/her agents, employees and representatives, guests and invitees for the following insurance coverage while engaged in any activity or work pursuant to this contract.
7. **Bodily injury liability insurance.** CHUCK'S shall retain and provide proof thereof for insurance coverage with limits not less than one million dollars (\$1,000,000.00) for bodily injury or death sustained by one person and one million dollars (\$1,000,000.00) for each occurrence.
8. **Property damage liability insurance.** CHUCK'S shall retain and provide proof thereof for insurance coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence.
9. **Sovereign Immunity.** By entering into this agreement, the City does not waive its sovereign immunity and governmental immunity and expressly reserves the right to assert sovereign immunity and governmental immunity as defense to any action arising under this agreement.
10. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances, or understandings beyond the scope of this written agreement.

WITNESSETH the day and date first above written.

CITY

CHUCK'S

By: Jennifer R. Rosenance

By: Chuck Durm

(Print Name and Title)

CHUCK DURM
(Print Name and Title)

MEETING DATE: JUNE 3, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Approval of Banking Service Agreement

ACTION TO BE TAKEN:

Authorize the Mayor to sign the banking service agreement between Wells Fargo Bank and the City of Cody.

SUMMARY OF INFORMATION:

In April 2014 the City Council selected Wells Fargo Bank to provide the City's banking services for the three year period beginning July 1, 2014 with the City retaining the option to extend the agreement for three additional one year terms. The agreement has been reviewed by attorneys for both parties and is presented to Council for approval and authorization to sign.

FISCAL IMPACT

By utilizing the Earnings Credit Rate in combination with the compensating balance calculation presented in the banking services proposal the City should be able to fully offset any fees charged for services. If the City chooses to add the money market account option interest would be earned at a rate of .20%, however City staff is currently reviewing investment proposals which would offer a higher rate of return.

ALTERNATIVES

1. Authorize the Mayor to sign the banking services agreement
2. Reject the banking services agreement

ATTACHMENTS

1. Banking services agreement

AGENDA & SUMMARY REPORT TO:

1. Chad Hopkin 307-527-2621

AGENDA ITEM NO. _____

Banking Services Agreement

The City of Cody, Wyoming, a municipal corporation (hereinafter the "City") and Wells Fargo Bank, N.A. (hereinafter the "Bank") agree and contract as follows:

1. TERM OF AGREEMENT

The Banking Services Agreement is to extend for a period of three (3) years beginning July 1, 2014 with the City retaining the option to extend the agreement for three additional one (1) year periods.

2. OBLIGATIONS

The City shall deposit and maintain certain accounts including but not limited to general operating, payroll, and other deposit accounts with the Bank during the term of this Agreement.

The City shall, at its discretion, select the desired required and optional services from those offered in the banking services Proposal. The City may, at its discretion, determine when and if each service shall be selected, implemented, or terminated at any time during the term of this Agreement.

Nothing in this Agreement shall be construed as a commitment by the City to refrain from depositing funds with other banks or financial institutions for investment purposes or as required by law.

The Bank shall provide the banking services as described in this Agreement and the following documents:

- a. Request for Proposal for Banking Services dated February 2014
- b. Bank's Banking Services Proposal dated March 3, 2014

This Banking Services Agreement, together with the documents described above shall comprise and be referred to as the "Agreement".

3. COMPENSATION

The compensation to be paid to the Bank shall be as outlined in Sections 6 and 7 of the Bank's Banking Services Proposal.

The compensation to be paid to the City shall be as outlined in Section 6 of the Bank's Banking Services Proposal.

4. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement if the Bank breaches any provision of this Agreement or fails to perform to the City's satisfaction by giving ninety (90) days written notice to the Bank. In the event of termination, all finished or unfinished reports, or other material prepared by the Bank pursuant to this Agreement shall be provided to the City. The Bank shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of termination not to exceed the compensation set forth above. Upon receiving notice of termination the Bank shall cooperate in good faith and shall exercise reasonable diligence in complying with any request by the City for the transfer of funds and/or termination of services provided under this Agreement.

- 5. OWNERSHIP OF WORK PRODUCT**
Ownership of the originals of any reports, data , studies, surveys, charts, specifications, figures and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the City.
- 6. GENERAL ADMINISTRATION AND MANAGEMENT**
The Finance Officer or his/her designee for the City shall review and approve the Bank's charges and interest payments to the City under this agreement, shall have the primary responsibility for overseeing and approving services to be performed by the Bank and shall coordinate all communications with the Bank.
- 7. SUCCESSORS AND ASSIGNS**
The Bank's rights and obligations under this Agreement shall not be assigned to a third party or to a successor institution without the City's written consent.
- 8. PUBLIC INFORMATION**
All proposals, agreements, documents, statements, reports and any other related information generated as a result of this Agreement subject to the Wyoming Public Records Act, and as such, may be deemed public records. As a public entity, the City is subject to making records available for disclosure under the Wyoming Public Records Act.
- 9. COMPLIANCE WITH LAWS**
The Bank shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes which may govern the services provided under this Agreement.
- 10. FUTURE SUPPORT**
The City makes no commitment and assumes no obligations for the support of Bank activities except as set forth in this agreement.
- 11. INDEPENDENT CONTRACTOR**
The Bank is and shall be at all times during the term of this Agreement an independent contractor.
- 12. MODIFICATION OF AGREEMENT**
This Agreement may be amended or modified only by written instrument agreed to and properly signed by both parties hereto.
- 13. ADDITIONAL WORK**
The City may desire to have the Bank perform other services in connection with the banking relationship other than provided for by the express intent of this Agreement. Any such services shall be considered as additional work, supplemental to this Agreement. Additional work shall not proceed unless so authorized in writing by the City. Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the City and the Bank.
- 14. SUPPLEMENTAL AGREEMENTS**
It is understood by the parties to this Agreement that, in order to authorize and implement certain banking procedures and transactions contemplated by this Agreement, the Bank may request the City to execute certain documents, including but not limited to: an Automated Clearing House Service Operating Agreement, a Master Repurchase Agreement, Wire Transfer Services Agreement, and a Treasury Management Agreement. The parties expressly agree that nothing in any Supplemental Agreements shall be construed as limiting in any manner the City's rights under this Agreement. Furthermore, nothing in any Supplemental Agreements shall be construed as a waiver by the City of any rights, claims, or defenses it

may have under this Agreement or under any applicable provision of State, Federal, or Common law. To the extent that any provision in this Agreement conflicts with a provision in any Supplemental Agreement, the provision in this Agreement shall control.

15. BINDING EFFECT

A waiver or indulgence by the City of breach of any provision of this Agreement by the Bank shall not operate or be construed as a waiver of any subsequent breach by the Bank.

All Agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein and the remaining provision of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes a valid and binding agreement and that any governmental or organizational approvals necessary for the performance of this Agreement have been obtained.

The validity, interpretation, and construction of this Agreement and of each part hereof shall be governed by the laws of the State of Wyoming.

16. IMMUNITY

Nothing in this Agreement shall be construed as a waiver by the City of its governmental immunity, nor shall it be construed as a waiver of the defenses and limitations provided to the City by Wyoming law. The City expressly reserves the right to assert immunity as a defense to any action arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

BANK:

CITY:

Glenn R. Ross
Name

Name

Business Banking Manager
Title

Title

May 27, 2014
Date

Date

Glenn R. Ross
Signature

Signature

APPROVED AS TO FORM:

City of Cody Attorney

Date

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 Shelley Causey

Organization Represented Cody Stampede Parade Committee

Date you wish to appear before the Council at your convenience- hopefully June 3,2014

Mailing Address PO Box 2327 Cody Wy 82414 Telephone 307-272-1770

E-Mail Address shelley.causey@yahoo.com

Preferred form of contact: Telephone either E-Mail _____

Names of all individuals who will speak on this topic Shelley Causey

Event Title (if applicable) Annual Stampede parades July 2nd, 3rd and 4th, 2014

Date(s) of Event (if applicable) July 2,3,4 2014

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Closing of the streets for the parades and request to have the parade fee waived.

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

Signature Michelle Causey Shelley Causey Date 05.28.14



CERTIFICATE OF LIABILITY INSURANCE

CODYS-6

OP ID: TM

DATE (MM/DD/YYYY)

05/05/2014

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).

PRODUCER Wyoming Financial - Cody P.O. Box 1898 Cody, WY 82414	CONTACT NAME: Ron Meeker
	PHONE (A/C, No, Ext): 307-527-6201 FAX (A/C, No): 307-527-6853
	E-MAIL ADDRESS: RMeeker@wercs.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: United States Liability Ins
INSURED Cody Stampede Parade Committee Shelley McDonald P.O. Box 2327 Cody, WY 82414	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
	INSURER G:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NBP1550817C	05/23/2014	05/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	DIRECTORS & OFFICE AND EPL			NBP1550817C	05/23/2014	05/23/2015	DIR.OFF. 1,000,000 CLAIMS MADE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JULY 2ND, 3RD, 4TH PARADE ON SHERIDAN AVE., CODY, WY 82414
 STAMPEDE ACTIVITIES DURING JULY 2-4

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CODY
P.O. BOX 2200
CODY, WY 82414

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

Ron Meeker

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PARADE PERMIT
City of Cody
Parade Information

We are delighted that you are interested in coordinating a parade here in Cody. In order to make this a safe and fun-filled event for participants and observers, following are some important points and reminders to review and understand.

- ✓ Your parade will use a staging area located next to the Cody Chamber of Commerce facilities on 9th Street. A detailed map of the staging area is provided on the opposite side of this form.
- ✓ Traffic control and the closure of the necessary streets will take place at the designated locations and times listed below.
- ✓ Your parade will depart promptly and proceed down the route shown on the opposite side of this form.
- ✓ The Parade officially starts at 9th and Sheridan Avenue and officially ends at the Sheridan Avenue and 15th Street intersection.
- ✓ Parade contestants will continue in formation back to the staging area via Beck Avenue until you reach the original area and then dissolve so that the groups behind you don't get jammed up anywhere on Sheridan Avenue.
- ✓ There will be Cody Police and or Public Works staff stationed at each street entrance on to Sheridan Avenue. Each "side street" will be barricaded so traffic will not enter onto Sheridan Avenue.
- ✓ The City of Cody will provide a "lead vehicle" for the beginning of the parade and a "follow vehicle" behind the last parade entry.

Approval: Final approval to have a parade will be made by the Mayor and City Council.

Permit Fee: The fee for the parade is \$100.00. You may ask the City Council to consider waiving this fee.

_____ Public Works Department	(approve) (disapprove) Date _____
_____ Police Department	(approve) (disapprove) Date _____
_____ City Council	(approve) (disapprove) Date _____

REQUEST INFORMATION:

Date of Parade 4/2-4/4, 2013 Time of Parade 9:30
Purpose of Parade Celebrate Fourth of July
Contact Person (with phone numbers) Deb Reiter
E-mail address deborah.Reiter@yahoo.com
Parade Contact Person (during the parade) Deb Reiter 899-3124

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CONFIDENTIAL

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MEETING DATE: JUNE 3, 2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT
FINAL PAY ESTIMATE (PAY ESTIMATE #3 AND CHANGE ORDER #1,
(RECONCILIATION), BID NO. 2013-17

ACTION:

The City Council is being asked to approve the following:

1. Accept Change Order #1 from Harris Trucking. The change order is a reconciliation to the contract and reduces the contract from \$88,810.25 to \$88,367.75 for a savings of \$442.50.
2. Authorize the Mayor to sign Pay Estimate #3. This is the Final Payment and the check cannot be issued to Harris Trucking until after the June 11, 2014.

SUMMARY:

Bid No. 2013-17, West Cooper Lane Sewer Main Extension was awarded to Harris Trucking and Construction in the amount of \$88,810.25. The above referenced reconciliation reduces the project cost by \$442.50 so the contract total is now \$88,367.75. The savings were realized due to a reduction in disturbed area and thereby a reduction in seeding and fertilizing required.

FISCAL IMPACT

Outlined below is a cost breakdown for the project.

Harris Trucking and Construction

Original Contract – \$ 88,810.25

Change Order #1 - \$(,442.50)

ALTERNATIVES

1. Approve the Change Orders and Final Pay Estimate as outlined.

RECOMMENDATION

Staff recommends that the Mayor and Council approve the Change Order and authorize the Mayor to sign both the Change Order and the Pay Estimate #3 (Final).

ATTACHMENTS

N/A

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

MEETING DATE:	MAY 20, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE 848
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

AGENDA ITEM SUMMARY REPORT
Request to Decrease the Speed Limit on Monument Street between the Monument and 8th Street

ACTION:

Authorize the Streets Department Staff to decrease the posted speed limit on Monument Street between the Buffalo Bill Monument and 8th Street from 30 mph to 20 mph and to paint two additional cross-walks.

BACKGROUND:

On May 13, 2014, the City of Cody received an email request from Doug McMillan, the West Park Hospital District CEO, to decrease the posted speed limit on Monument Street between The Monument and 8th Street. The parking along this stretch of road is located primarily on the opposite side of the Hospital. Hospital customers utilizing that parking attempt to cross Monument Street at a variety of locations and the speed of traffic in the area has led to some near misses.

In an email exchange between the City and the Hospital, City staff suggested that the street speed limit be reduced to 20 mph and that two additional cross-walks be installed. As this is an unusual situation and normally cross-walks would not be place at mid-block locations, City Staff suggested that the Hospital pay for the annual painting and maintenance costs for the two additional cross-walks. The Hospital has tentatively indicated that they are willing to pay half the hard costs.

Doug indicated he would address the requested reduction in speed limit and addition of two new cross-walks with the BBCOW.

FISCAL IMPACT

If the request is approved by Council, direct costs will be limited to the installation of two new speed limit signs, four new pedestrian crossing signs and the cost for painting and annual maintenance of the two additional cross-walks. The additional signage and cross-walks will cost \$766.21 in hard costs with another \$497.82 in labor costs. The Hospital has tentatively indicated that they are willing to pay half the hard costs or about \$383.

ALTERNATIVES

Approve, table, or deny the request.

RECOMMENDATION

Staff recommends the Council approve the request as presented.

ATTACHMENTS

Emailed request/exchange.

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____



Steve Payne <spayne@cityofcody.com>

FW: traffic

3 messages

McMillan, Doug <dmcmillan@wphcody.org>

Tue, May 13, 2014 at 3:55 PM

To: "spayne@cityofcody.com" <spayne@cityofcody.com>

Cc: "Zierke, Connie" <czierke@wphcody.org>, "Waldner, Tim" <twaldner@wphcody.org>

Steve

Is this something the city is willing to address or is this a highway dept issue? I assume this is a city issue that would need approval by WPH/BBCOW as much of this street is owned by WPH/BBCOW? Thanks Steve.

Doug

Doug McMillan, CEO

West Park Hospital District

707 Sheridan Ave

Cody, WY 82414

(307) 578-2488

www.westparkhospital.org

From: Zierke, Connie**Sent:** Tuesday, May 13, 2014 3:51 PM**To:** McMillan, Doug**Subject:** traffic

Hey Doug,

The street that runs in between the hospital and the museum continually has drivers that drive way too fast for the

area. This has been brought to my attention on a couple of occasions and also personally experienced by myself as well. Today, Tim with Radiology took a patient out in a wheelchair and was trying to cross the street when a driver sped past without even slowing down a little. We were wondering if this could become a zoned area (10 mph from the statue to the stop sign). Thanks for your consideration in this matter.

Connie Zierke, Concierge

578-2567 or 578-1100



Steve Payne <spayne@cityofcody.com>
To: "McMillan, Doug" <dmcmillan@wphcody.org>

Tue, May 13, 2014 at 5:00 PM

Doug,

I think the City would be more than willing to address this issue. The Highway Dept would not need to be consulted. Unfortunately, speeding is an issue on almost every street in the City and for some reason motorists often fail to Yield to pedestrians even if they are in a cross-walk. Additional signage does not seem to help, but does assist in the enforcement.

The most conservative speed criteria set by State Statutes is the speed limit within a school zone and that is set at 20 MPH. You may have noticed that the speed limit around the Monument is currently set at 20 MPH as a motorist approaches from the West. I think that this might be a more appropriate speed limit for the road between the BBCOW and the Hospital. I would be willing to present this to the Council if this is what you want. The City has a Right-of-way easement for Monument Street with the BBCOW so they would not have to be consulted. However, I think it is always better to have more input rather than less. Can you speak to them about your concerns? Also, the pedestrian friendliness of Monument Street might be improved if there were two more painted cross-walks in the stretch of concern. The Manual of Uniform Traffic Control typically frowns on mid-block cross-walks, but there might be some advantage to their use in this instance. Is there any interest at the Hospital to help pay for the annual painting and maintenance of additional cross-walks? I was thinking about one at the walkway transition from the BBCOW walkway to the Emergency Room and another further West, but just East of the entrance to the BBCOW parking lot. I mention the additional cross-walks because technically, crossing Monument Street at mid-block is jay-walking and employees/citizens should be encouraged to use cross-walks.

Please advise as to how you would like me to proceed and I will get an Agenda Summary to the Council for their consideration.

Steve

[Quoted text hidden]

—

Stephen W. Payne P.E.
City of Cody
Public works Director

McMillan, Doug <dmcmillan@wphcody.org>

Tue, May 13, 2014 at 5:29 PM

To: Steve Payne <spayne@cityofcody.com>
Cc: "Waldner, Tim" <twaldner@wphcody.org>

Steve

Thank you for your response and recommendations. I would appreciate your addressing our request to the council. I'm also agreeable to two additional crosswalks and WPH will assist in annual painting of crosswalks. I believe the two crosswalks will also be beneficial to assist with the jay walking which unfortunately will not be prevented by placement of crosswalks but believe the combination of 20 MPH signage and crosswalks will be very beneficial to the safety of all pedestrians. I appreciate your assistance and will address with Bruce and/or Paul at BBCOW.

Doug

Doug McMillan, CEO

West Park Hospital District

707 Sheridan Ave

Cody, WY 82414

(307) 578-2488

www.westparkhospital.org



From: Steve Payne [mailto:spayne@cityofcody.com]
Sent: Tuesday, May 13, 2014 5:01 PM
To: McMillan, Doug
Subject: Re: FW: traffic

[Quoted text hidden]

All City of Cody electronic correspondence and associated file attachments are public records and may be subject to certain disclosure in the event of a public records request.

ORDINANCE NO. 2014-06

**AN ORDINANCE REPEALING TITLE 10, CHAPTER 13,
NONCONFORMING USES, OF THE CITY OF CODY MUNICIPAL
CODE**

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

Title 10, Chapter 13, NONCONFORMING USES, is repealed in its entirety.

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

PASSED ON FIRST READING:	<u>May 20, 2014</u>
PASSED ON SECOND READING:	_____
PASSED ON THIRD READING:	_____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2014-07

AN ORDINANCE ADOPTING TITLE 10, CHAPTER 13 OF THE CITY OF CODY CODE, “NONCONFORMING LOTS, STRUCTURES, AND USES”

WHEREAS, on January 28, 2014, the City of Cody Planning, Zoning, and Adjustment Board made a recommendation to amend Chapter 13 of the City of Cody Zoning Ordinance pertaining to nonconforming situations;

WHEREAS, on June 17, 2014, the governing body of the City of Cody held a properly advertised public hearing pursuant to City of Cody Code 10-5-1, to consider whether the proposed amendment is in the public interest; and,

WHEREAS, after considering all public comments the governing body determines that it is in the public interest to adopt a new ordinance to replace the former language of Title 10, Chapter 13, Nonconforming uses.

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

SECTION 1: Title 10, Chapter 13 of the City of Cody Code is hereby established as follows:

Chapter 13

NONCONFORMING LOTS, STRUCTURES, AND LAND USES

Sections:

10-13-1	<u>Generally</u>
10-13-2	<u>Legal Nonconforming Status</u>
10-13-3	<u>Legal Nonconforming Lots</u>
10-13-4	<u>Legal Nonconforming Structures</u>
10-13-5	<u>Legal Nonconforming Uses</u>
10-13-6	<u>Expansions and Changes</u>

10-13-1 Generally

- A. Within the City of Cody there are lots, structures, and uses of land that were established before the Cody zoning ordinance was adopted, subsequently amended, or applied to the property, which do not comply with one or more of the present requirements of this title. Any such lot, structure, or land use that was lawfully existing on the effective date of this title, or subsequent amendments thereto, that does not presently comply with a requirement of this title shall be classified as “legally nonconforming” in respect to such requirement(s) and have all rights and restrictions pertaining thereto as set forth in this chapter. In addition, annexed properties may continue a nonconforming use that was lawful at the time of annexation and has not been discontinued for more than one year after annexation, as outlined in Wyoming Statute 15-1-410(a).
- B. A change of ownership, tenancy, or management personnel in a legal nonconforming situation shall not affect nonconforming status.
- C. It is the intent of this chapter to permit legal nonconforming structures and uses to continue until they are removed or replaced. Nonconforming structures and uses are declared incompatible with the structures and uses that conform to the zoning district requirements in which they are situated.

- D. This chapter separates nonconforming situations into three categories: Nonconforming lots; Nonconforming structures; and Nonconforming uses. Whether a property contains one or multiple nonconformities, each nonconforming aspect is to be treated individually as to legal status, termination, expansion, and all other provisions of this chapter.
- E. When the lot area, setback, or other dimensional requirement of an existing lot or structure is rendered nonconforming as the result of federal, state, or local government acquisition of land, such as right-of-way purchase, the lot or structure shall be deemed to be in compliance with the applicable standard.
- F. Land uses and structures that were established in violation of Title 10, Zoning Regulations, are deemed illegal and subject to abatement and compliance with this title, except as may be authorized by the Board of Adjustment pursuant to Wyoming Statute 15-1-608(b)(iii) and City of Cody Code 10-4-3(C)(4). When an illegally established land use or structure is permitted to continue pursuant to said sections, it shall thereafter be subject to this chapter as if it were legally nonconforming.
- G. The burden is on the owner and tenant of the property to comply with applicable zoning and development regulations. Failure of the City to enforce zoning and development regulations for any activity, land use, or structure that is in violation of this title shall not preclude the City from later enforcing applicable ordinances and regulations.
- H. The City Planner, or designee, is authorized to render a decision as to whether a nonconforming lot, structure, or use was lawfully established and whether any legal nonconforming status remains or has been lost pursuant to Section 10-13-2. The City Planner may refer such question to the Planning, Zoning, and Adjustment Board for a decision, at his/her discretion. Decisions rendered by the City Planner are appealable to the Planning, Zoning and Adjustment Board pursuant to City of Cody Code 10-4-3.

10-13-2 Legal Nonconforming Status

Once the legal nonconforming status of a lot, structure, or land use is lost it shall not be reestablished. Except as may otherwise be permitted pursuant to this chapter, loss of a legal nonconforming status occurs:

- A. When the nonconformity is voluntarily eliminated by the owner, such as when a legal nonconforming use is replaced with a permitted use or conditional use, or when a nonconforming lot is merged with an adjacent lot and applicable lot size requirements are met.
- B. When a legal nonconforming use is discontinued or otherwise non-operational for a period of 365 days, or an extension period established pursuant to Section 10-13-5(a).
- C. When a legal nonconforming structure, as defined in Section 10-13-4, is demolished, destroyed, removed, or damaged to the extent that replacement cost would exceed 75% of the assessed value of the structure immediately prior to such event, except as provided for in Section 10-13-4(C).
- D. When a legal nonconforming use is replaced with a less-intensive nonconforming use as permitted by Section 10-13-6. In such case, the former nonconforming use is replaced with the new nonconforming use and cannot be reestablished.

- E. When a legal nonconforming use is replaced by an illegal use, in which case the legal nonconforming status is lost and the subsequent use, being illegal, shall be discontinued.

10-13-3 Legal Nonconforming Lots

Lots or parcels that were legally created, but which do not presently conform to the applicable lot size, width, or other dimensional lot standards of this code are determined to be legal nonconforming lots.

- A. Any otherwise permitted structure may be constructed on a legal nonconforming lot if the structure and use of the structure will comply with all other provisions of this code, such as applicable setbacks, buffers, access, and parking requirements; provided, the property owner may request a special exemption or variance for any such provision that is not met.
- B. Lots may become legally nonconforming as the result of the adoption or changes to the zoning ordinance, but the City shall not grant permits that would create a nonconforming lot with the following exception. Lots dedicated for public utility facilities shall be exempt from the lot size requirements of this title.
- C. Legal nonconforming lots shall only be altered or reconfigured in a manner that achieves, or is closer to achieving, the lot size and dimensional requirements of the City's code.

10-13-4 Legal Nonconforming Structures

A legally-permitted existing structure that is nonconforming only by reason of not meeting current setback, height, lot coverage, or other dimensional or architectural standards of this title is classified as a "Legal Nonconforming Structure". For legal nonconforming structures that also contain a legal nonconforming use, Section 10-13-5 shall apply rather than this section.

- A. Legal nonconforming structures may be remodeled, repaired, and enlarged by up to 50%, provided that any enlargement meets the current development standards of this title, no new dwelling units are created, the use of the structure is a permitted use, and in the Building Official's judgment the work does not significantly increase any life or safety hazards. If additional dwelling units are desired, enlargement exceeds 50% of the existing structure, or the Building Official has a life or safety concern, the property owner may submit an application for review by the Planning, Zoning and Adjustment Board under Section 10-13-6. In determining the percentage of any enlargement, calculations shall be based on the gross square footage of the structure either at the time this provision was adopted (*insert Month Day, Year*) or the time the structure became legally nonconforming, whichever occurred most recently.
- B. When the enlargement or replacement of a legal nonconforming structure does not meet the development standards of this title, relief may be requested in the form of a special exemption or zoning variance.
- C. When a legal nonconforming structure is damaged by accidental fire, explosion or other casualty, act of God, the public enemy, or intentional acts other than those caused directly or indirectly by the owner, the structure may be restored to its legal nonconforming condition; provided, a building permit for restoration of the legal nonconforming structure must be obtained within 365 days of the damage and kept active until the project is completed.

10-13-5 Legal Nonconforming Uses

Any land use that was lawfully established, but which would now be prohibited at that location under zoning law, is classified as a legal nonconforming use; provided it has not lost that status pursuant to Section 10-13-2. A legal nonconforming use of land or structure(s) may be continued as long as the use remains otherwise lawful, as provided herein.

- A. A legal nonconforming use that is damaged or destroyed by accidental fire, explosion or other casualty, act of God, the public enemy, or criminal acts other than those caused directly or indirectly by the owner, may be restored or reconstructed. Such restoration or reconstruction shall be completed within 365 days of the date of damage or destruction and shall either duplicate, or be less nonconforming than, the original. The nonconforming use shall not be increased in size or intensity unless authorized pursuant to Section 10-13-6.

The Planning, Zoning and Adjustment Board may extend the time frame for restoration or reconstruction beyond the 365-day deadline, provided the owner or authorized agent can document that the reestablishment or reconstruction has been delayed due to pending insurance or court settlement directly related to the damage or destruction. The extension request must be submitted prior to the 365-day deadline.

- B. A legal nonconforming use may be expanded throughout any existing building in which it is located. A legal nonconforming use may not be expanded or otherwise modified to occupy any area outside such existing structure(s) except as may be authorized by the Planning, Zoning, and Adjustment Board in accordance with Section 10-13-6.
- C. Any legal nonconforming use of land located outside of a building shall not be expanded in area except in accordance with Section 10-13-6; provided, legal nonconforming mining operations may expand to the extent of their current Wyoming DEQ Land Quality Division mining permit without such review.
- D. No legal nonconforming use shall be transferred from one property to another. Expansion onto adjacent lands may be considered under Section 10-13-6.
- E. A legal nonconforming use may be replaced with a less-intensive nonconforming use when authorized pursuant to Section 10-13-6. For purposes of regulating and defining what constitutes a change in land use, "land use" means each individual use listed in the zoning ordinance. When the use is not listed, "land use" shall mean the specific activity being conducted.
- F. Nothing in this section shall be construed to restrict normal repair and maintenance activities of a structure containing a legal nonconforming use, provided:
- (1) The value of work and materials in any twelve-month period does not exceed twenty-five percent of the assessed value of the structure prior to such work; and
 - (2) The required maintenance and repair activities are not for the purpose of increasing the area or scope of the use.
- Work exceeding these limitations may be considered pursuant to Section 10-13-6.
- G. Voluntary replacement of a structure containing a legal nonconforming use may be considered pursuant to Section 10-13-6.

MEETING DATE:	JUNE 3, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT
An Ordinance Adopting Provisions for Accessory Dwelling Units.
Ordinance 2014-08

ACTION:

First Reading of Ordinance 2014-08 to adopt provisions for accessory dwelling units.

BACKGROUND:

Accessory dwelling units are also referred to as accessory apartments, granny flats, guest houses, mother-in-law apartments, etc. and consist of complete dwellings (living and cooking areas) occupied independently from the main residence on the property. There are many existing accessory dwelling units (ADUs) throughout the City. However, the topic is not clearly established in the City zoning ordinance.

Under the present zoning ordinance an accessory dwelling unit located within the same structure as the primary residence can simply be considered a duplex or two-family dwelling, which is permitted in the A, B, C, F-2, T, D-1, D-2, and D-3 zoning districts; provided it meets the minimum dwelling size of 864 square feet required by subsection 10-11-1(A) of the zoning code. However, the minimum size requirement has been criticized as excessive for accessory dwelling unit purposes, and many units exist that are much smaller. Furthermore, there is the matter of the current "lot size per family" standard. For example, the 7,000 square feet of lot required per "family" (dwelling) in the Residential 'A' zone would appear to mean that a minimum of 14,000 square feet is required if the owner is to have a primary dwelling and accessory dwelling on the same lot. Most existing situations do not comply with the "lot size per family" standard.

The city has also received inquiries about establishing accessory dwelling units in the Residential AA zoning district.

In order to more specifically establish requirements for accessory dwelling units, a new ordinance has been drafted and reviewed by the Planning and Zoning Board and is now presented for Council consideration. The draft ordinance clearly defines accessory dwelling units, and establishes them as permitted uses in the residential zoning districts, including the AA Residential, subject to a number of specific requirements.

PROCEDURE:

10-5-1: CITY COUNCIL AUTHORITY:

The city council may by ordinance at any time, on its own motion or petition, or upon the recommendations by the planning and zoning commission, amend, supplement or change the regulations or districts herein or subsequently established; provided, however, that a public hearing shall

AGENDA ITEM NO. _____

first be held in relation thereto, after one publication of notice of the time, place and purpose of such hearing, in an official newspaper, at least fifteen (15) days prior to such hearing.

The Planning and Zoning Board has made a recommendation to the City Council to adopt the proposed ordinance. A properly advertised public hearing will be held at the second reading on June 17, 2014.

STAFF COMMENTS:

Planning staff views the concept of accessory dwelling units (ADUs) as an overall benefit to the community, which is responsive to the needs of its citizens. The evidence of demand for ADUs exists in the fact that there are already several in the City. Specific benefits of ADUs may include: supplemental income to retired or struggling homeowners; opportunities for secondary living quarters for relatives or friends in need; and opportunities for “caretaker” situations—medical and elderly assistance. If there is a continuing market need, the City can choose to encourage the development of ADUs by adopting provisions for such.

The ordinance recommended by the Planning and Zoning Board reflects their desires and is very permissive, in that it allows practically any form of ADU on any residential lot that can meet the standards. If Council believes the ordinance is too flexible, options could include imposing a larger minimum lot size, differentiating between attached and detached ADUs in where or how they are permitted, or creating other limitations.

FISCAL IMPACT

There do not appear to be any direct costs to the city budget in adopting the new ordinance.

ALTERNATIVES

Approve, table, or deny the ordinance.

RECOMMENDATION

The Planning and Zoning Board recommends adoption of the proposed ordinance for Accessory Dwelling Units.

ATTACHMENTS

Ordinance 2014-08.

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

ORDINANCE 2014-08

AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING UNITS BY AMENDING CITY OF CODY CODE TITLE 10, CHAPTERS 1 AND 7 THROUGH 11.

WHEREAS, in response to a number of inquiries from property owners desiring to establish accessory dwelling units, a subcommittee of Planning and Zoning Board members and city staff researched the topic and drafted new definitions and regulations to specifically address the topic;

WHEREAS, the Planning and Zoning Board reviewed the draft definitions and regulations, and at their February 25, 2014 meeting directed modifications and made a recommendation that the City Council consider adoption of those draft definitions and regulations pertaining to accessory dwelling units;

WHEREAS, a properly advertised public hearing was held by the City Council on June 17, 2014;

WHEREAS, after considering public comment and the Planning and Zoning Board recommendation, the City Council has determined that it is in the best interest of the public to adopt the accessory dwelling unit regulations and associated definitions.

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

SECTION 1:

Chapter 1, Definitions, of Title 10, Zoning Regulations, is hereby amended to add the following definitions:

Accessory Dwelling Unit (ADU): "Accessory Dwelling Unit" (ADU) is an independent, self-contained dwelling unit within or attached to a single-family dwelling or building accessory thereto. An ADU that complies with the zoning ordinance is considered a separate land use for purposes of zoning definition and classification, such that it shall not individually constitute a single-family dwelling or cause a single-family dwelling in which it is located to be considered a two-family dwelling (duplex), as the ADU is clearly subordinate to the primary dwelling unit, both in use and appearance. Mobile homes, manufactured homes, recreational vehicles and temporary structures shall not be used as Accessory Dwelling Units.

Dwelling: "Dwelling" means a building, structure, or portion thereof, designed or used exclusively for residential occupancy. Dwellings are further classified by the number of dwelling units (e.g. two-family dwelling) and configuration (attached or detached).

Dwelling Unit: "Dwelling Unit" means a single residential unit providing complete and independent living facilities for one or more persons living as a single household, including lawful facilities for cooking, eating, sleeping and sanitation reserved solely for the occupants thereof.

SECTION 2:

The definition of "Dwelling, One-Family Detached" as found in Chapter 1, Definitions, of Title 10, Zoning Regulations, is hereby amended to read as follows:

Dwelling, One-Family Detached: A building containing one dwelling unit; or, a building containing one dwelling unit and an accessory dwelling unit.

SECTION 3:

Chapter 11, Restrictions and Limitations, of Title 10 City of Cody Code is renamed to

SECTION 4:

A new section, 10-11-2, Accessory Dwelling Units, is added to Chapter 11, Supplemental Development Regulations, as follows:

10-11-2 Accessory Dwelling Units. (ADUs) Accessory dwelling units established in conformance with the provisions of this section may be allowed as specified by the applicable zoning district. **An application demonstrating compliance with the requirements of this section must be submitted for review and approval.**

1. An accessory dwelling unit, where permitted, may be located only in one of the following manners:
 - a. Within a detached single-family dwelling, either initially at time of construction, or anytime thereafter.
 - b. Within an addition to a detached single-family dwelling.
 - c. Above or within a residential garage or other building accessory to a detached single-family dwelling.
 - d. Within an accessory building on the same parcel as a detached single-family dwelling unit.

2. Development standards. Accessory Dwelling Units (ADUs) shall comply with the following development standards, in addition to those of the specific zoning district in which the property is located.
 - a. Lot Area, Dwelling Size, and Density. The minimum lot size required for an accessory dwelling unit (ADU) is 7,000 square feet. Accessory dwelling units are not subject to the minimum dwelling size requirement of the zoning ordinance and are not included in the density calculations ("lot area per family") for a lot.
 - b. Number. Only one accessory dwelling unit (ADU) per lot may be permitted and the ADU must be accessory to a detached single-family dwelling. A lot already occupied by two or more dwellings is not permitted to have an accessory dwelling unit.
 - c. Height and Setbacks. A single-story ADU that does not exceed fifteen feet in building height is subject to the setback standards applicable to private garages. ADU structures that are taller than fifteen feet in building height shall conform to setback standards applicable to a primary residence.
 - d. Lot coverage. The footprint of a proposed building containing an ADU that is structurally detached from the primary residence may cover up to 20% of the lot.
 - e. Living Area. The total living area of an ADU may not exceed seventy-five percent of the living area of the primary dwelling, or 800 square feet, whichever is less, with the following exception: When the ADU will be located on one level of an existing house (e.g. basement), and it is not readily feasible to limit the ADU to a portion of that level, then the full level may be utilized by the ADU. Qualification for such exception shall be determined by the City Planner.

For ADU-related purposes, living area is calculated by excluding the following from the gross square footage of the building:

 1. The exterior walls.
 2. Garages.
 3. Basements with less than 6'8" ceiling height; and,
 4. Other areas with ceiling height less than five feet.
 - f. Type of Construction. All ADUs are to be of conventional site-built construction and meet the requirements of the adopted building code for residential dwellings. Mobile homes, manufactured homes, recreational vehicles and temporary structures shall not be used as ADUs.
 - g. Bedrooms. An ADU may not contain more than two bedrooms/sleeping areas.
 - h. Parking. An ADU must have a minimum of one off-street parking space, when located outside of the downtown parking district. Any required existing parking may not be displaced by the ADU, unless such parking is replaced elsewhere on the lot.

i. Entrances. Within the Residential AA zoning district, only one entrance may be located on the front face of the house. Entrances set back at least twelve feet from the nearest portion of the front of the house are not considered to be on the front face.

j. Owner Occupancy. Within the Residential AA and A zoning districts, the owner of the property must utilize the primary dwelling unit or ADU as their primary residence. The units shall not both be occupied unless this is the case. Prior to the issuance of a permit to establish an accessory dwelling unit in the AA or A zone, the property owner is to record a deed restriction with the Park County Clerk's office to this effect. The document must be in a form prescribed by the City and include a description of the location and size of the ADU.

In addition, within the Residential AA zoning district, occupancy of the ADU by other than the property owner is limited to a person, and their household, that provides or receives a direct non-monetary benefit to/from the property owner, such as a personal caregiver, groundskeeper, housekeeper, nanny, relative, or house guest. Notice of this restriction is to be included in the deed restriction noted above.

Written certification of ongoing compliance with this requirement (j) must be provided annually to the Community Development office, if applicable.

k. Short term rental. An ADU may be utilized as a short term rental when located in a zoning district that permits short term rentals, provided applicable short term rental requirements are met.

l. Utilities. Both the primary dwelling and the ADU must be connected to public sewer and public water, and be served with a functional fire hydrant meeting applicable requirements for distance to the dwellings.

m. Any home occupation within an ADU shall be limited to the home occupation standards of the Residential AA district.

n. Addressing. The ADU will be assigned an individual address, which must be posted as required by code.

3. Neighbor Notice:

Upon authorization of an Accessory Dwelling Unit, notice of the project and applicable requirements of this section must be provided to owners of all private land within seventy(?) feet of the subject property by USPS first class mail. The owner is to certify to the City that the notice was sent prior to commencing use of the ADU.

SECTION 5:

Add a new Section 10-7A-1(F) to City of Cody Code, as follows:

"Accessory Dwelling Unit, subject to Section 10-11-2."

(Note: This adds Accessory Dwelling Units as permitted uses in the Residential AA zoning district, which also makes them permitted in the A, B, C, F-2, T, RR, D-1, D-2, and D-3 zoning districts.)

SECTION 6:

EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise.

SECTION 7:

SEVERABILITY. Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful, or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

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

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director

MEETING DATE: JUNE 3, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Ordinance 2014-09 Annual Tax Levy

BACKGROUND

By State Statute the City is required to set the annual property tax mill levy for the upcoming fiscal year.

SUMMARY

The City levies 8 mills of property tax from Park County. Three of those mills are designated for the fire district and the remaining 5 are allocated to the City.

FISCAL IMPACT

Based on the estimated valuation, property tax revenues are expected to be approximately \$569,404 for Fiscal Year 2014-2015.

ALTERNATIVES

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

RECOMMENDATION

Approve the tax levy as presented.

ATTACHMENTS

1. Ordinance 2014-09

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

ORDINANCE 2014-09

AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2015.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CODY, WYOMING:

SECTION 1: That the amount of General Tax for the fiscal year ending June 30, 2014 necessary to meet the current expenses for the City of Cody, together with and including the necessary tax for interest and indebtedness for said year, and the same is hereby fixed and determined to be eight (8) mills upon all assessable property to be within the City of Cody, Wyoming.

SECTION 2. That said levy is hereby declared to be distributed as follows:

General Fund .008

SECTION 3. That said Ordinance shall be in full force and effect from and after its passage and publications as provided by law.

PASSED ON FIRST READING _____

PASSED ON SECOND READING: _____

PASSED, ADOPTED, AND ORDERED PUBLISHED
ON THIRD AND FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

MEETING DATE: JUNE 3, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Ordinance 2014-10 Budget Appropriation

BACKGROUND

By State Statute the City is required to make the necessary appropriations and adopt an annual budget.

SUMMARY

After the budget workshops in May the City Council agreed upon a budget for Fiscal Year 2014-2015. If approved by City Council, the budget will continue the goals of City Council to improve the City's infrastructure and to deliver the high level of city services to our residents.

FISCAL IMPACT

The Fiscal Year 2014-2015 budget includes \$35,123,331 in expenditures and \$34,236,226 in revenues and cash reserves.

ALTERNATIVES

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

RECOMMENDATION

Approve the budget appropriation as presented.

ATTACHMENTS

1. Ordinance 2014-10
2. Proposed Budget FY14-15

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

ORDINANCE 2014-10

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

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

SECTION 1. There is hereby appropriated for the purpose of operating the City of Cody, Wyoming, and paying all expenses thereof, the sum of \$35,123,331.

SECTION 2. The City anticipates having \$34,236,226 available in revenue and \$16,191,179 in cash reserves during the coming year from the following sources and it is appropriated from the funds of said City for the ensuing year the sum of \$35,123,331 or as much as may be necessary for the following purposes, to wit:

Fund	Total Estimated Cash Available For Budget	Total Estimated Revenue Available	Estimated Total Cash Plus Revenues	Estimated Total Requirements for Appropriation
General Fund	\$ 5,676,050	\$ 14,267,620	\$ 19,943,670	\$ 14,750,592
Vehicle Replacement Fund	\$ 2,487,014	\$ 551,103	\$ 3,038,117	\$ 538,400
Lodging Tax Fund	\$ 8,456	\$ 101,797	\$ 110,253	\$ 110,253
Public Improvements Fund	\$ 128,592	\$ -	\$ 128,592	\$ 100,000
Solid Waste Fund	\$ 1,759,420	\$ 2,271,092	\$ 4,030,512	\$ 2,140,361
Water Fund	\$ 1,893,977	\$ 3,154,752	\$ 5,048,730	\$ 3,097,586
Wastewater Fund	\$ 1,659,575	\$ 1,407,180	\$ 3,066,755	\$ 1,851,148
Electric Fund	\$ 2,578,094	\$ 12,482,682	\$ 15,060,776	\$ 12,534,991
Total City Appropriation	\$ 16,191,179	\$ 34,236,226	\$ 50,427,405	\$ 35,123,331

General Fund		Solid Waste Fund	\$ 2,140,361
Mayor - Council	\$ 510,873	Water Fund	\$ 3,097,586
City Administrator	\$ 198,099	Wastewater Fund	\$ 1,851,148
Administrative Services	\$ 1,492,506	Electric Fund	\$ 12,534,991
Pass Through Grants	\$ 3,111,424	Lodging Tax Fund	\$ 110,253
Police	\$ 3,121,682	Vehicle Replacement Fund	\$ 538,400
Parks Maintenance	\$ 1,360,124	Public Improvements Fund	\$ 100,000
Public Facilities	\$ 542,194		
Recreation Center	\$ 1,121,917		
Aquatics	\$ 821,114		
Community Development	\$ 564,119		
Streets	\$ 1,622,466		
Vehicle Maintenance	\$ 284,073		
Total General Fund	\$ 14,750,592		

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

PASSED, ADOPTED, AND ORDERED PUBLISHED
ON THIRD AND FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer