

City of Cody City Council

AGENDA

Monday, June 30, 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

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 6/2/14 and Regular Meeting Minutes from 6/17/14.
 - b. Approve Vouchers and Payroll in the amount of \$585,624.33.
 - c. Approve a request from West Park Hospital and the Park County Animal Shelter to utilize a variety of City streets on August 16, 2014 beginning at 8:00 a.m. for a Tails to Trails 5K Fitness Run/Walk event, contingent upon the requirements and conditions outlined by staff.
 - d. Approve a request from Kristen LaBazzon to utilize the portion of the Highway 291 (typically referred to as the South Fork) for the 3rd annual Bright Futures, Coast to the Future Charity Bicycle Ride on August 2, 2014, contingent upon the requirements and conditions outlined by staff.
 - e. Authorize the Mayor to enter into and sign a Law Enforcement Interstate Mutual Aid Agreement between the City of Cody and the City of Billings, MT as it relates to Temporary Law Enforcement Assistance contingent upon review and approval by the City Attorney.
 - f. Authorize the Mayor to sign Amendment One to the Grant Agreement between the Wyoming Business Council and the City of Cody to extend the service completion date of the Contract to December 31, 2014 as it relates to the Gunsmithing School Study project.
 - g. Award a Professional Service Contract to Engineering Associates for the Design, Bid and Construction Observation and Administration duties associated with the planned improvements to the discharge facilities at the sewer lagoons and authorize the Mayor to enter into and sign said contract.
 - h. Authorize the Mayor to sign the Letter of Engagement with Carl Brown Consulting to perform the Cost of Services Study for a total cost of \$17,818.00.
 - i. Authorize the Mayor to sign the Right-of-Way Grant between the City of Cody and the Bureau of Land Management for the Sulphur Creek Sewer Crossing.
 - j. Authorize the Mayor to sign a contract accepting a \$2,000 matching grant from the Wyoming Department of Agriculture to be used to provide supplemental help to manage West Nile Virus outbreaks caused by mosquitoes.
 - k. Authorize the Mayor to sign a Special Use Agreement allowing Mountain Construction to operate gravel crushing and other processing equipment on City of Cody property at the West Pit location.
 - l. Adopt the City of Cody's Social Media Access and Acceptable Use Policy, contingent upon review by the City Attorney.
 - m. Authorize the Mayor to sign a consent form from AT&T to make LTE

modifications to the existing tower on the Recreation Center.

- n. Authorize the Mayor to enter into and sign an Memorandum of Understanding and Professional Services Agreement between the City of Cody and Park County, Wyoming as it relates to the established mutually agreed upon services that will be provided by the City, County or both regarding the Law Enforcement Center.

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 approving an amendment to the Trailhead 3 PUD, Phase 6 preliminary plat, authorizing a change in the duplex lot locations.

Staff Reference: Todd Stowell, City Planner

Spokesperson: Ed Higbie, Developer

- b. Consider approving the final plat application for the Trailhead 3 PUD, Phase 6 subdivision, subject to conditions and recommendations outlined by the Planning and Zoning Board and Staff.

Staff Reference: Todd Stowell, City Planner

Spokesperson: Ed Higbie, Developer

- c. **ORDINANCE 2014-11 – SECOND READING
AN ORDINANCE AMENDING MINIMUM YARD REQUIREMENTS FOR
RESIDENTIAL DISTRICTS, AS SET FORTH IN TITLE 10, CHAPTER 7 OF
THE CITY OF CODY CODE.**

Staff Reference: Todd Stowell, City Planner

- d. **ORDINANCE 2014-08 – SECOND READING
AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING
UNITS.**

Staff Reference: Todd Stowell, City Planner

- e. **RESOLUTION 2014-05
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR
FISCAL YEAR 2013-2014.**

Staff Reference: Leslie Brumage, Finance Officer

- f. **RESOLUTION 2014-06
A RESOLUTION AUTHORIZING SUBMISSION OF A COUNTY WIDE
CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN
AND INVESTMENT BOARD.**

Staff Reference: Jenni Rosencranse, City Administrator

5. Tabled Items

6. Matters from Staff Members or Council Members

**City of Cody
Council Proceedings
Thursday, June 12, 2014**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, June 12, 2014 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Bryan Edwards, Landon Greer, and Steve Miller; and City Administrator Jenni Rosencranse

Absent: Council Member Stan Wolz, City Attorney, Scott Kolpitcke and Administrative Services Officer, Cindy Baker

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

The Governing Body discussed a request from John Wells, representing the Cody Skateboarders for a procession down a portion of Sheridan Avenue on June 21, 2014. The Governing Body directed staff to place the item on the June 17, 2014 agenda for further consideration. No action was taken.

The Governing Body discussed the proposed Tree Ordinance as drafted by the Cody Tree Board and selected a committee to review the document. The Council committee will be Council Members Miller, Greer and Anderson. No action was taken.

The Governing Body discussed a request from Cody's Town Taxi for a "taxi" only parking space near the Silver Dollar Bar. After discussion, the Governing Body stated they would take the request under advisement and possibly look at some additional options. No action was taken.

The Governing Body discussed Ordinance 2014-08 relating to Accessory Dwelling Units. No action was taken.

**ORDINANCE 2014-09 – SECOND READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2015.**

Council Member Miller made a motion seconded by Council Member Edwards to approve Ordinance 2014-09 on second reading. Vote was unanimous, motion carried.

**ORDINANCE 2014-10 – SECOND 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.**

Council Member Fritz made a motion seconded by Council Member Anderson to approve Ordinance 2014-10 on second reading. Voting in favor of the motion were Council Members Fritz, Anderson, Greer, Miller and Mayor Brown. Opposed was Council Member Edwards. Motion carried.

The Governing Body discussed the regular meeting of July 1, 2014, and determined that the meeting would be rescheduled for Monday, June 30th at 7:00 p.m. No action was taken.

There being no further business to come before the Governing Body, Mayor Brown Adjourned the meeting at 6:30 p.m.

Jennifer R. Rosencranse
City Administrator

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, June 17, 2014

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, June 17, 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 Kolpitcke and Administrative Services Officer, Cindy Baker.

Absent: None.

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

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

Mayor Brown proclaimed June as General Aviation Appreciation Month.

The Mayor and Council welcomed new employees Steve Brakke, James Wenzel and John Williams as introduced by Steve Payne, Public Works Director.

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent calendar including approval of Minutes of the Regular Meeting Minutes from 6/3/14; approve request from Gail Nace of the Silver Dollar Bar to allow retail liquor license holders to operate with modified hours on July 3rd, July 4th, and July 5th 2014 allowing retail liquor license holders to stay open until 4 a.m. conditional upon those who intend to operate till 4 a.m. must notify the City of Cody Administrative Services Officer of this intent by June 20, 2014, and designate the Chief of Police or his designee the authority to revoke the extended hours provision during these dates if a situation arises where it is necessary to close the establishments earlier; authorize the Mayor to sign the amendment to the MOU between Cody Stampede and the City of Cody; authorize the Mayor to enter into and sign an Interstate Mutual Aid Agreement 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; authorize the Mayor to enter into and sign a Memorandum of Understanding for Temporary Use of Facilities between the Yellowstone Regional Airport Joint Power Board and the City of Cody contingent upon review and approval by the City Attorney; approve a request from Faith Model & Donnie Hall to allow a Farmers Market at Bob Moore Parking lot Saturday mornings from June 21 - October 25, 2014, and authorize the Mayor to enter into an agreement with Whole Foods Trading Co. (Faith Model & Donnie Hall) and work with staff to obtain required sign permits; approve a transfer of the 2014 July 4th agreement for the Wild West Extravaganza festival from Jerry Kinkade to the Cody Country Chamber of Commerce. Authorize the Mayor to enter into and sign a one year agreement between the City of Cody and the Cody Country Chamber of Commerce for this event; authorizing the Mayor to enter into and sign an agreement for legal services with Copenhaver, Kath, Kitchen and Kolpitcke, LLC through June 30, 2015; approve a request from John Wells, representing Cody Skateboarders for a procession down a portion of Sheridan Avenue on June 21st with route details to be worked out by staff; authorizing the Mayor to sign a deed and any other documents necessary to convey property to the State of Wyoming Military Department pursuant to the "Offer to Purchase, Acceptance and Receipt; and Specific Performance Agreement". Vote was unanimous.

At 7:18 p.m. Mayor Brown entered into a public hearing to determine if it is in the public interest to consider and approve the Fiscal Year 2014-2015 budget for the City of Cody. Jenni Rosencranse, City Administrator provided highlights of the budget. After calling for comments three more times and there being none at 7:25 p.m. Mayor Brown entered into the second public hearing to determine if it is in the public's interest to transfer a retail liquor license from Wilder Enterprises dba Eastgate Liquor to Wilder Enterprises LLC dba Eastgate Liquor at 1801 17th Street. Cindy Baker, Administrative Services Officer provided background information as it relates to the transfer of this license. After calling for comments three more times and there being none at 7:28 p.m. the Mayor entered into the third public hearing to determine if it is in the public's interest to renew 21 retail liquor licenses, 11 restaurant liquor licenses, 3 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, and 1 winery permit for the period of August 1, 2014 through July 31, 2015. Cindy Baker, Administrative Services Officer provided information as it relates to renewal applications and entered into official records on letter of concern

relating to a retail liquor license renewal. Steve Hollingsworth, owner of Pawnee Irrigation provided comments and concerns relating to 3H Liquors renewal application and requested the Council to consider not renewing this retail license. Jamie Lang and James Bassett, representing 3H Liquors commented and responded to some of the concerns that were mentioned. After calling for public comments three more times and there being none at 7:45 p.m. Mayor Brown entered in to the fourth public hearing to determine if it is in the public's interest to adopt a new ordinance establishing regulations for Accessory Dwelling Units. Todd Stowell, City Planner provided background information as it relates to this ordinance. After calling for comments three more times and there being none at 7:48 p.m. Mayor Brown entered in to the fifth public hearing to determine if it is in the public's interest to repeal City of Cody Code Chapter 10-14, Nonconforming Uses and Adopt a new City of Cody Code Chapter 10-13, Nonconforming Lots, Structures, and Uses. Todd Stowell, City Planner provided background information as it relates to this ordinance. Glen Borkenhagen, citizen spoke in favor of the ordinance. After calling for comments three more times and there being none at 7:53 p.m. Mayor Brown entered into the sixth public hearing to determine if it is in the public's interest to amend the building setback/yard language in the residential zoning districts and adopt accessory building setback requirements for Residential A zone (Section 10-7B-4) consistent with other residential zones. Todd Stowell, City Planner provided information as it relates to this ordinance. After calling for comments three more times and there being none the public hearing was closed at 7:57 p.m.

Council Member Fritz made a motion seconded by Council Member Wolz to approve Vouchers and Payroll in the amount of \$1,440,712.52. Council Member Greer recused himself from the vote due to a conflict of interest. Vote was unanimous from remaining Council Members.

Council Member Miller made a motion seconded by Council Member Edwards to approve the transfer a retail liquor license from Wilder Enterprises dba Eastgate Liquor to Wilder Enterprises LLC dba Eastgate Liquor at 1801 17th Street. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Greer to approve the renewal 20 retail liquor licenses, 11 restaurant liquor licenses, 3 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, and 1 winery permit for the period of August 1, 2014 through July 31, 2015. Vote was unanimous.

Council Member made a motion seconded by Council Member to approve the renewal of the retail liquor license James L Bassett 2008 Revocable Trust dba 3-H Liquors for the period of August 1, 2014 through July 31, 2015 with conditions that the liquor license holder James Bassett or management of 3H Liquor have no contact with the Hollingsworth's, Pawnee Irrigation employees. Vote was unanimous.

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

Council Member Wolz made a motion seconded by Council Member Anderson to approve Ordinance 2014-06 on Third and Final Reading. Vote was unanimous.

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

Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2014-07 on Third and Final Reading. Vote was unanimous.

**ORDINANCE 2014-09 – THIRD AND FINAL READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF
CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2015.**

Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2014-09 on Third and Final Reading. Vote was unanimous.

**ORDINANCE 2014-10 – THIRD AND FINAL 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.**

Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-10 on Third and Final Reading. Vote in favor were Council Members Greer, Anderson, Miller, Fritz, Wolz and Mayor Brown. Opposed was Council Member Edwards. Motion passed.

ORDINANCE 2014-11 – FIRST READING

AN ORDINANCE AMENDING MINIMUM YARD REQUIREMENTS FOR RESIDENTIAL DISTRICTS, AS SET FORTH IN TITLE 10, CHAPTER 7 OF THE CITY OF CODY CODE.

Council Member Greer made a motion seconded by Council Member Anderson to approve Ordinance 2014-11 on First Reading. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Anderson to remove Ordinance 2014-08 from the Tabled Items. Voting in favor were Council Members Greer, Anderson, Miller, Fritz, Edwards and Mayor Brown. Opposed was Council Member Wolz. Motion passed.

ORDINANCE 2014-08 – FIRST READING

AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING UNITS.

Council Member Greer made a motion seconded by Council Member Anderson to approve Ordinance 2014-08 on First Reading. Vote was unanimous.

A sub-committee of Council Members Greer, Miller, and Fritz will work with staff and a sub-committee from Planning & Zoning Board.

There being no further business, Mayor Brown adjourned the meeting at 8:56 p.m.

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACE HARDWARE							
2390							
	280450	CREDIT - MATERIAL & SUPPLIE	05/15/2014	9.00-	9.00-	07/01/2014	
	282269	SPRINKLER REPAIR - GLENDAL	06/04/2014	11.86	11.86	07/01/2014	
	282822	SUPPLIES	06/10/2014	32.99	32.99	07/01/2014	
	282899	WATER CRANE REPAIR	06/11/2014	2.79	2.79	07/01/2014	
	283023	MATERIAL & SUPPLIES	06/12/2014	99.99	99.99	07/01/2014	
	283107	OLIVE GLENN PH II	06/13/2014	39.36	39.36	07/01/2014	
	283120	SUPPLIES	06/13/2014	8.28	8.28	07/01/2014	
	283255	SUPPLIES	06/16/2014	22.58	22.58	07/01/2014	
	283458	SUPPLIES	06/18/2014	14.98	14.98	07/01/2014	
	283820	SUPPLIES	06/23/2014	7.99	7.99	07/01/2014	
Total 2390:				231.82	231.82		
ADVANCED INFO SYSTEMS							
129162							
	11526	CYCLE 1 OUTSOURCE BILLS	06/17/2014	391.50	391.50	07/01/2014	
Total 129162:				391.50	391.50		
AIRMED CARE NETWORK							
130049							
	06202014	Premiums	06/20/2014	3,795.00	3,795.00	06/20/2014	
	06202014	Premium adjustment	06/20/2014	220.00	220.00	06/20/2014	
Total 130049:				4,015.00	4,015.00		
AMERICAN WELDING & GAS, INC.							
128592							
	02779057	SAFETY GLOVES	06/11/2014	12.34	12.34	07/01/2014	
Total 128592:				12.34	12.34		
AMERI-TECH EQUIPMENT							
123053							
	12896	300 - 96 GALLON YARD WASTE	06/05/2014	21,210.84	21,210.84	07/01/2014	
Total 123053:				21,210.84	21,210.84		
APPLIED GRAPHICS							
123465							
	5589	TIME CHANGE AT REC CENTE	05/27/2014	35.00	35.00	07/01/2014	
	5640	BANNER - CONCERTS IN THE P	06/20/2014	180.00	180.00	07/01/2014	
Total 123465:				215.00	215.00		
BAKER, CINDY							
129714							
	061314	MILEAGE REIMBURSEMENT - P	06/13/2014	350.71	350.71	07/01/2014	
Total 129714:				350.71	350.71		
BASH, KATE A							
130050							
	4228038	REFUND UTILITY DEPOSIT	06/17/2014	186.99	186.99	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130050:				186.99	186.99		
BEEBE, JOHN							
130037							
	14.2460.47	REFUND CREDIT BALANCE	06/12/2014	90.25	90.25	07/01/2014	
Total 130037:				90.25	90.25		
BETTER BODY FITNESS							
127727							
	12199	BENCH PAD	06/06/2014	71.45	71.45	07/01/2014	
Total 127727:				71.45	71.45		
BIG HORN PAINT							
1180							
	0062050	PAINT	06/11/2014	55.18	55.18	07/01/2014	
Total 1180:				55.18	55.18		
BIG HORN RADIO NETWORK							
127743							
	053114-REC	ADVERTISING - REC	05/31/2014	405.00	405.00	07/01/2014	
Total 127743:				405.00	405.00		
BJORNSON, JENNIFER							
130038							
	10.1120.20	REFUND CREDIT BALANCE	06/12/2014	169.58	.00	06/25/2014	
Total 130038:				169.58	.00		
BLOEDORN LUMBER							
1590							
	1720268	ROOF SEALANT SHOP	06/05/2014	561.86	561.86	07/01/2014	
	1737124	SUPPLIES	06/13/2014	9.98	9.98	07/01/2014	
	1737863	HIGHLAND PICNIC SHELTER R	06/13/2014	33.00	33.00	07/01/2014	
Total 1590:				604.84	604.84		
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
	061614	INSURANCE PREMIUM	06/16/2014	109,213.53	109,213.53	07/01/2014	
	061614	INSURANCE PREMIUM	06/16/2014	1,209.76	1,209.76	07/01/2014	
Total 1360:				110,423.29	110,423.29		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	17314	BOBCAT WIRING HARNESS	05/28/2014	192.48	192.48	07/01/2014	
	9118	WIPER REPAIR G06	06/09/2014	35.49	35.49	07/01/2014	
	9121	WIPER REPAIR G06	06/09/2014	120.20	120.20	07/01/2014	
Total 128623:				348.17	348.17		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BOONE'S MACHINE SHOP							
1400							
	57970	SIGN BASES	06/17/2014	363.60	363.60	07/01/2014	
	57974	STRAP	06/17/2014	31.92	31.92	07/01/2014	
Total 1400:				395.52	395.52		
BOOT BARN, INC							
128267							
	172058	UNIFORMS - EL DEPT	06/17/2014	146.99	146.99	07/01/2014	
	IVC0050502	UNIFORMS - JOHN WILLIAMS	06/09/2014	104.97	104.97	07/01/2014	
Total 128267:				251.96	251.96		
BRAKKE, JOLENE							
126553							
	060614	INTERVIEW EXPENSE - PD	06/06/2014	46.00	46.00	07/01/2014	
Total 126553:				46.00	46.00		
BURGETT, SARAH							
130039							
	16225515	REFUND UTILITY DEPOSIT	06/16/2014	2.82	2.82	07/01/2014	
Total 130039:				2.82	2.82		
C & C WELDING							
1690							
	17630	SEWER JET REPAIR	06/03/2014	300.61	300.61	07/01/2014	
	17671	WELDING REPAIRS	06/12/2014	40.00	40.00	07/01/2014	
	17682	WELD REPAIRS	06/18/2014	19.95	19.95	07/01/2014	
Total 1690:				360.56	360.56		
CENTURY LINK							
10091							
	060314	PHONE CHARGES - FAC MAINT	06/03/2014	3.68	3.68	07/01/2014	
	060314	PHONE CHARGES - W WATER	06/03/2014	50.43	50.43	07/01/2014	
	060314	PHONE CHARGES - EL	06/03/2014	73.78	73.78	07/01/2014	
	060314	PHONE CHARGES - STREETS	06/03/2014	127.69	127.69	07/01/2014	
	060314	PHONE CHARGES - SHOP	06/03/2014	32.89	32.89	07/01/2014	
	060314	PHONE CHARGES - SHOP	06/03/2014	19.35	19.35	07/01/2014	
	060314	PHONE CHARGES - RECY	06/03/2014	18.70	18.70	07/01/2014	
	060314	PHONE CHARGES - PD	06/03/2014	36.89	36.89	07/01/2014	
	060314	PHONE CHARGES - ADMIN	06/03/2014	810.17	810.17	07/01/2014	
	060314	PHONE CHARGES - REC	06/03/2014	38.92	38.92	07/01/2014	
	060314	PHONE CHARGES - REC	06/03/2014	36.11	36.11	07/01/2014	
Total 10091:				1,248.61	1,248.61		
CHARTER							
129861							
	052814	INTERNET - REC CENTER	07/01/2014	79.81	79.81	07/01/2014	
	061314	INTERNET - CITY HALL	06/13/2014	37.40	37.40	07/01/2014	
	061514	INTERNET - SHOP	06/15/2014	46.14	46.14	07/01/2014	
	061514	INTERNET - SHOP	06/15/2014	11.88	11.88	07/01/2014	
	061514	INTERNET - SHOP	06/15/2014	6.99	6.99	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	061514	INTERNET - SHOP	06/15/2014	4.89	4.89	07/01/2014	
Total 129861:				187.11	187.11		
CITY OF CODY							
2260							
	061614	UTILITIES	06/16/2014	474.97	474.97	07/01/2014	
	062314	UTILITIES	06/23/2014	1,919.35	1,919.35	07/01/2014	
	062314	UTILITIES	06/23/2014	109.22	109.22	07/01/2014	
	062314	UTILITIES	06/23/2014	1,227.04	1,227.04	07/01/2014	
	062314	UTILITIES	06/23/2014	6,324.02	6,324.02	07/01/2014	
	062314	UTILITIES - REC CENTER	06/23/2014	2,969.27	2,969.27	07/01/2014	
	062314	UTILITIES - REC CENTER AQUA	06/23/2014	8,907.84	8,907.84	07/01/2014	
	062314	UTILITIES	06/23/2014	1,087.46	1,087.46	07/01/2014	
	062314	UTILITIES	06/23/2014	280.11	280.11	07/01/2014	
	062314	UTILITIES	06/23/2014	164.76	164.76	07/01/2014	
	062314	UTILITIES	06/23/2014	115.32	115.32	07/01/2014	
	062314	UTILITIES	06/23/2014	87.87	87.87	07/01/2014	
	062314	UTILITIES	06/23/2014	6,762.33	6,762.33	07/01/2014	
	062314	UTILITIES	06/23/2014	838.88	838.88	07/01/2014	
	062314	UTILITIES	06/23/2014	444.06	444.06	07/01/2014	
	062314	UTILITIES	06/23/2014	4,371.56	4,371.56	07/01/2014	
Total 2260:				36,084.06	36,084.06		
CMS CONSULTING							
130054							
	CMS0014017	EQUIPMENT REPAIR / MAINT.	06/12/2014	650.23	650.23	07/01/2014	
Total 130054:				650.23	650.23		
CODY CAB							
129079							
	061914	TIPSY TAXI VOUCHERS (12-13)	06/19/2014	28.00	28.00	07/01/2014	
	061914	TIPSY TAXI VOUCHERS (13-14)	06/19/2014	112.00	112.00	07/01/2014	
Total 129079:				140.00	140.00		
CODY'S TOWN TAXI							
129972							
	070114	TIPSY TAXI VOUCHERS (12-13)	07/01/2014	14.00	14.00	07/01/2014	
	070114	TIPSY TAXI VOUCHERS (13-14)	07/01/2014	224.00	224.00	07/01/2014	
Total 129972:				238.00	238.00		
CRISIS INTERVENTION SERVICE							
3290							
	061314	COMMUNITY FUNDING ALLOCA	06/13/2014	916.78	916.78	07/01/2014	
Total 3290:				916.78	916.78		
CRUM ELECTRIC							
3300							
	1554090-00	KEYS FOR LIGHTS	05/30/2014	47.02	47.02	07/01/2014	
	1557388-00	OLIVE GLENN PH II	05/29/2014	73.64	73.64	07/01/2014	
	1558768-00	TOOLS	06/17/2014	175.78	175.78	07/01/2014	
	1562476-00	SUPPLIES	06/12/2014	21.26	21.26	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1562521-00	OLIVE GLENN PH II	06/12/2014	9.86	9.86	07/01/2014	
	1564407-00	OLIVE GLENN PH II	06/18/2014	83.60	83.60	07/01/2014	
	1564427-00	OLIVE GLENN PH II	06/19/2014	465.22	465.22	07/01/2014	
	1564743-00	METER REPAIR	06/19/2014	216.45	216.45	07/01/2014	
	1565169-00	SUPPLIES	06/20/2014	38.50	38.50	07/01/2014	
Total 3300:				1,131.33	1,131.33		
CUSTOM DELIVERY SERVICE							
3343							
	183527	FREIGHT	04/30/2014	90.06	90.06	07/01/2014	
Total 3343:				90.06	90.06		
DANA KEPNER COMPANY							
3410							
	2219099-00	1-1/2" METER FLANGES	05/30/2014	104.03	104.03	07/01/2014	
	2219156-00	SHIPPING	06/09/2014	16.71	16.71	07/01/2014	
Total 3410:				120.74	120.74		
DECATUR ELECTRONICS, INC							
3510							
	IN00009764	REPAIR RADAR C21	05/29/2014	202.35	202.35	07/01/2014	
Total 3510:				202.35	202.35		
DENNY MENHOLT CHEVROLET							
129672							
	12408	BRAKE PRESSURE VALVE - SR	06/03/2014	622.60	622.60	07/01/2014	
Total 129672:				622.60	622.60		
DOLLARD, JORDAN							
130040							
	1265	ALCOHOL COMPLIANCE CHEC	05/30/2014	240.00	240.00	07/01/2014	
Total 130040:				240.00	240.00		
ECK, STEVEN							
130041							
	14500017	REFUND UTILITY DEPOSIT	06/10/2014	33.64	33.64	07/01/2014	
Total 130041:				33.64	33.64		
ECOLAB PEST ELIM. DIV.							
128686							
	4255981	PEST CONTROL - REC CENTER	06/09/2014	61.00	61.00	07/01/2014	
	4255981	PEST CONTROL - REC CENTER	06/09/2014	61.00	61.00	07/01/2014	
	4255982	PEST CONTROL - AUDITORIUM	06/09/2014	70.00	70.00	07/01/2014	
	4255983	PEST CONTROL - CITY HALL	06/09/2014	50.00	50.00	07/01/2014	
	4255984	PEST CONTROL - EL SHOP	06/09/2014	50.00	50.00	07/01/2014	
	4255985	PEST CONTROL - SANT/RECY	06/09/2014	50.00	50.00	07/01/2014	
	4255986	PEST CONTROL - SHOP	06/09/2014	35.00	35.00	07/01/2014	
	4255986	PEST CONTROL - SHOP	06/09/2014	35.00	35.00	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128686:				412.00	412.00		
ELECTRICAL ALLY, INC.							
129214							
	1619	OLIVE GLENN PH II	06/16/2014	862.00	862.00	07/01/2014	
Total 129214:				862.00	862.00		
ENERGY WEST							
2630							
	061014	UTILITIES - REC CENTER	06/10/2014	3,122.01	3,122.01	07/01/2014	
	061014	UTILITIES - REC CENTER AQUA	06/10/2014	9,366.05	9,366.05	07/01/2014	
	061014	UTILITIES - SHOP	06/10/2014	172.73	172.73	07/01/2014	
	061014	UTILITIES - SHOP	06/10/2014	44.49	44.49	07/01/2014	
	061014	UTILITIES - SHOP	06/10/2014	26.18	26.18	07/01/2014	
	061014	UTILITIES - SHOP	06/10/2014	18.31	18.31	07/01/2014	
	061014	UTILITIES	06/10/2014	68.24	68.24	07/01/2014	
	061014	UTILITIES	06/10/2014	40.69	40.69	07/01/2014	
	061914	UTILITIES	06/19/2014	158.77	158.77	07/01/2014	
Total 2630:				13,017.47	13,017.47		
ENGINEERING ASSOCIATES							
4140							
	03406027	WEST COOPER LANE SEWER	06/19/2014	839.70	839.70	07/01/2014	
	062314	OLIVE GLENN CABLE REPLACE	06/23/2014	611.00	611.00	07/01/2014	
	3406027	WEST COOPER LANE SEWER	06/19/2014	3,002.70	.00	06/25/2014	
	3406028	16TH ST AT STAMPEDE TW & S	06/19/2014	2,858.00	2,858.00	07/01/2014	
Total 4140:				7,311.40	4,308.70		
FARM PLAN CORPORATION							
4210							
	1460584	GATOR REPAIRS I05	05/27/2014	76.41	.00		
	1468318	GATOR REPAIRS I05	06/02/2014	13.60	.00		
Total 4210:				90.01	.00		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY54093	GLASS CLEANER	06/09/2014	9.95	9.95	07/01/2014	
	WYCDY54248	NUTS/BOLTS - YARD WASTE C	06/16/2014	448.74	448.74	07/01/2014	
	WYCDY54259	MATERIAL & SUPPLIES	06/16/2014	25.12	25.12	07/01/2014	
	WYCDY54303	SUPPLIES	06/18/2014	9.96	9.96	07/01/2014	
Total 126018:				493.77	493.77		
FINISHING TOUCH							
126968							
	30005	TOWING - CASE 14596 RECOV	05/27/2014	155.00	155.00	07/01/2014	
Total 126968:				155.00	155.00		
FOOD SERVICE OF AMERICA							
123727							
	4677066	COFFEE - REC CENTER	05/26/2014	182.48	182.48	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 123727:				182.48	182.48		
GAMBLES							
4450							
	410007	SPRAYER - ASPHALT RELEASE	06/13/2014	64.99	64.99	07/01/2014	
Total 4450:				64.99	64.99		
GRAINGER							
4635							
	9464405589	A/C UNIT FOR OFFICE	06/11/2014	711.00	711.00	07/01/2014	
Total 4635:				711.00	711.00		
GREAT WEST LINEN SUPPLY							
129966							
	3219	TOWELS - MATS	06/04/2014	67.65	67.65	07/01/2014	
	3367	TOWELS	06/11/2014	35.00	35.00	07/01/2014	
	3369	MATS - REC CENTER	06/11/2014	46.40	46.40	07/01/2014	
	3443	TOWELS - MATS	06/18/2014	67.65	67.65	07/01/2014	
Total 129966:				216.70	216.70		
GREGORY, RACHEL LYANN							
129391							
	320	TOBACCO COMPLIANCE CHEC	06/04/2014	140.00	140.00	07/01/2014	
Total 129391:				140.00	140.00		
GRIFFIN, ANDREW							
130042							
	17948010	REFUND UTILITY DEPOSIT	06/13/2014	104.45	104.45	07/01/2014	
Total 130042:				104.45	104.45		
HARRIS TRUCKING & CONST. CO							
4780							
	124885	OLIVE GLENN PH I	06/11/2014	1,346.22	1,346.22	07/01/2014	
	124885	OLIVE GLENN PH II	06/11/2014	25,305.68	25,305.68	07/01/2014	
	PAY EST #1 -	16TH ST WATER & STORM DRA	06/18/2014	52,799.69	52,799.69	07/01/2014	
	PAY EST #1 -	16TH ST WATER & STORM DRA	06/18/2014	13,583.10	13,583.10	07/01/2014	
Total 4780:				93,034.69	93,034.69		
HARRIS, JOHN							
127964							
	061814	DONUTS FOR OMG CLASS	06/18/2014	20.97	20.97	07/01/2014	
Total 127964:				20.97	20.97		
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
	2568296-00	NEW SERVICES	05/30/2014	191.92	191.92	07/01/2014	
Total 6730:				191.92	191.92		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
HEARTLAND PAPER COMPANY							
128769							
	29765-0	MATERIAL & SUPPLIES	06/03/2014	24.29	24.29	07/01/2014	
	29768-0	MATERIAL & SUPPLIES	06/10/2014	42.08	42.08	07/01/2014	
	31517-0	MATERIAL & SUPPLIES	06/03/2014	251.61	251.61	07/01/2014	
	34085-0	MATERIAL & SUPPLIES	06/10/2014	79.80	79.80	07/01/2014	
Total 128769:				397.78	397.78		
I STATE TRUCK CENTER							
126019							
	C251157669:0	BRAKE & WHEELS C02	06/11/2014	606.68	606.68	07/01/2014	
Total 126019:				606.68	606.68		
ISC, INC.							
129611							
	SIN006549	SUPPORT PHONE	06/06/2014	277.50	277.50	07/01/2014	
Total 129611:				277.50	277.50		
JACK'S TRUCK & EQUIPMENT							
125521							
	25311G	DEF FLUID SANITATION	06/02/2014	168.80	168.80	07/01/2014	
	25313G	DEF FLUID	06/02/2014	168.80	168.80	07/01/2014	
	25373G	REPAIRS SANITATION C06	06/04/2014	14.94	14.94	07/01/2014	
	25374G	SEWER JET REPAIR - D10	06/03/2014	405.14	405.14	07/01/2014	
Total 125521:				757.68	757.68		
JOE PORTER CONSTRUCTION							
130043							
	13063310	REFUND CREDIT BALANCE	06/12/2014	10.25	10.25	07/01/2014	
Total 130043:				10.25	10.25		
JOHNSON, CODY							
130044							
	14525014	REFUND UTILITY DEPOSIT	06/16/2014	76.98	76.98	07/01/2014	
Total 130044:				76.98	76.98		
KEEGAN & WINSLOW LAW FIRM							
126040							
	060314	PROFESSIONAL FEES	06/03/2014	204.30	204.30	07/01/2014	
Total 126040:				204.30	204.30		
LANNAN'S SUPPLY							
5980							
	087576	MATERIAL & SUPPLIES	06/06/2014	1,745.95	1,745.95	07/01/2014	
Total 5980:				1,745.95	1,745.95		
LYLE SIGNS INC							
123209							
	1226572	DELINIATOR POST	06/04/2014	402.50	402.50	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1229892	SIGN BLANKS	06/10/2014	99.96	99.96	07/01/2014	
Total 123209:				502.46	502.46		
MASLAK BUILDING, LLC							
130046	130-3	REFUND PERMIT 130-3	06/13/2014	259.00	259.00	07/01/2014	
Total 130046:				259.00	259.00		
MCCOLL, NATASHA							
130045	337138	REC CENTER REFUND	06/11/2014	170.00	170.00	07/01/2014	
Total 130045:				170.00	170.00		
MCCONNELL, CAROL							
123694	337652	REC CENTER REFUND	06/17/2014	75.00	75.00	07/01/2014	
Total 123694:				75.00	75.00		
MCVEY, DENNY							
129675	17995510	REFUND UTILITY DEPOSIT	06/17/2014	205.01	205.01	07/01/2014	
Total 129675:				205.01	205.01		
MEYER, JEFF							
130033	9071014	REFUND UTILITY DEPOSIT	06/12/2014	13.27	13.27	07/01/2014	
Total 130033:				13.27	13.27		
MILLHISLER, EUGENE							
130051	8083010	REFUND CREDIT BALANCE	06/19/2014	755.14	755.14	07/01/2014	
Total 130051:				755.14	755.14		
MONTANA FITNESS AND REPAIR							
130052	1125490	FITNESS ROOM EQUIPMENT R	05/06/2014	145.00	145.00	07/01/2014	
Total 130052:				145.00	145.00		
MORRIS, KATELYN							
130053	337649	REC CENTER REFUND	06/17/2014	48.00	48.00	07/01/2014	
Total 130053:				48.00	48.00		
MOUNTAIN WEST SCREEN PRINTERS							
6930	E 1453	SHIRTS - SHORT SLEEVE	06/19/2014	734.00	734.00	07/01/2014	
	S 1317	CO-ED VOLLEYBALL SHIRTS	05/29/2014	312.16	312.16	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 6930:				1,046.16	1,046.16		
NORCO, INC.							
128948							
	13746968	CO2	06/13/2014	157.12	157.12	07/01/2014	
Total 128948:				157.12	157.12		
NORTH CENTRAL LABORATORIES							
7320							
	339518	LAB SUPPLIES	06/04/2014	64.17	64.17	07/01/2014	
Total 7320:				64.17	64.17		
NORTHERN TOOL & EQUIPMENT							
127710							
	41401926	EQUIPMENT REPAIR	06/04/2014	90.31	90.31	07/01/2014	
Total 127710:				90.31	90.31		
NORTHWEST PIPE							
7400							
	1299724	FITTINGS	06/09/2014	73.60	73.60	07/01/2014	
	1299724	3/4" Compression curb stop	06/09/2014	472.50	472.50	07/01/2014	1117-W
	1299724	1 1/2" CC x Comp corp stop	06/09/2014	302.50	302.50	07/01/2014	1114-W
	1299724	1 1/2" Compression Curb Stop	06/09/2014	509.30	509.30	07/01/2014	1119-W
	1299724	1" Compression curb stop	06/09/2014	690.60	690.60	07/01/2014	1118-W
	1299724	1 1/2" Drisco pipe, CTS	06/09/2014	87.00	87.00	07/01/2014	1163-W
	1299724	1 1/2" Drisco pipe, CTS	06/09/2014	217.50	217.50	07/01/2014	1163-W
	1299793	Saddle Tapping 10" x 1 1/2"	06/09/2014	392.22	392.22	07/01/2014	1082-W
	1300222	1" REPAIR CLAMP	06/04/2014	96.35	96.35	07/01/2014	
	1303319	69T, Top Riser, 24", male thread	06/10/2014	142.00	142.00	07/01/2014	1013-W
Total 7400:				2,983.57	2,983.57		
OFFICE SHOP, THE							
7440							
	34043	COPIER - PD	06/11/2014	683.91	683.91	07/01/2014	
	34044	COPIER - SHOP	06/11/2014	57.60	57.60	07/01/2014	
	34044	COPIER - SHOP	06/11/2014	57.60	57.60	07/01/2014	
	34044	COPIER - SHOP	06/11/2014	57.61	57.61	07/01/2014	
	34044	COPIER - SHOP	06/11/2014	57.61	57.61	07/01/2014	
	34044	COPIER - SHOP	06/11/2014	57.61	57.61	07/01/2014	
	34044	COPIER - SHOP	06/11/2014	57.61	57.61	07/01/2014	
	34045	COPIER - REC CENTER	06/11/2014	1,559.12	1,559.12	07/01/2014	
	34045	COPIER - REC CENTER	06/11/2014	1,559.12	1,559.12	07/01/2014	
	34046	COPIER - CITY HALL	06/11/2014	1,665.42	1,665.42	07/01/2014	
Total 7440:				5,813.21	5,813.21		
PARK COUNTY SHERIFF							
7740							
	053114	INCARCERATION - MAY 2014	05/31/2014	540.00	540.00	07/01/2014	
Total 7740:				540.00	540.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
PAWNEE IRRIGATION EVERGREEN							
7830	12863	SPRINKLER REPAIR	06/04/2014	20.17	20.17	07/01/2014	
Total 7830:				20.17	20.17		
PITNEY BOWES							
7951	8683311-JN14	POSTAGE MACHINE RENTAL	06/13/2014	616.38	616.38	07/01/2014	
Total 7951:				616.38	616.38		
POWELL VALLEY COMMUNITY EDUC.							
8115	061114	BALING WIRE - RECYCLE CENT	06/11/2014	1,188.00	1,188.00	07/01/2014	
Total 8115:				1,188.00	1,188.00		
PRO-BUILD							
128149	990997	WINDOW	06/12/2014	85.00	85.00	07/01/2014	
Total 128149:				85.00	85.00		
PUBLIC ENGINES, INC.							
129700	19987	14'-15' SUBSCRIPTION - COMM	06/01/2014	2,388.00	2,388.00	07/01/2014	
	19988	14'-15' SUBSCRIPTION - CRIME	06/01/2014	1,188.00	1,188.00	07/01/2014	
Total 129700:				3,576.00	3,576.00		
QUALITY ASPHALT PAVING, INC							
125010	1361	OLIVE GLENN PH II	05/28/2014	19,225.00	19,225.00	07/01/2014	
	1361	OLIVE GLENN PH I	05/28/2014	1,155.00	1,155.00	07/01/2014	
	1361	PATCH WATER DIG	05/28/2014	165.00	165.00	07/01/2014	
Total 125010:				20,545.00	20,545.00		
R & A SAFETY							
127690	2195	RANDOM & PRE-EMPLOYMENT	06/08/2014	110.00	110.00	07/01/2014	
	2195	RANDOM & PRE-EMPLOYMENT	06/08/2014	200.00	200.00	07/01/2014	
	2195	RANDOM & PRE-EMPLOYMENT	06/08/2014	40.00	40.00	07/01/2014	
	2195	RANDOM & PRE-EMPLOYMENT	06/08/2014	70.00	70.00	07/01/2014	
Total 127690:				420.00	420.00		
RHOMAR INDUSTRIES, INC.							
128665	79398	LUBRA SEAL - SAND SPREADE	06/10/2014	413.13	413.13	07/01/2014	
Total 128665:				413.13	413.13		
RIMROCK TIRE INC							
8530	2-141946	POLICE TIRES A08	06/05/2014	474.24	474.24	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 8530:				474.24	474.24		
ROCKY MOUNTAIN POWER							
7570							
	061714	UTILITIES	06/17/2014	37.83	37.83	07/01/2014	
	061714	UTILITIES	06/17/2014	299.33	299.33	07/01/2014	
Total 7570:				337.16	337.16		
ROGER'S SPORT CENTER							
124586							
	SO 11475	WATER PUMP REPAIR	06/05/2014	17.49	17.49	07/01/2014	
Total 124586:				17.49	17.49		
RTJ INC							
130047							
	340-4	REFUND PERMIT #340-4	06/13/2014	2,115.00	2,115.00	07/01/2014	
Total 130047:				2,115.00	2,115.00		
SHERWIN-WILLIAMS COMPANY							
127725							
	1194-8	PAINT GUN FILTERS	06/10/2014	11.17	11.17	07/01/2014	
Total 127725:				11.17	11.17		
SHOSHONE OFFICE SUPPLY							
9140							
	00167	SUPPLIES	06/02/2014	329.36	329.36	07/01/2014	
	00231	NEW DESK	06/09/2014	3,088.43	3,088.43	07/01/2014	
	00244	TONER	06/10/2014	135.50	135.50	07/01/2014	
	00249	DEPOSIT BAGS	06/10/2014	51.04	51.04	07/01/2014	
	00271	SUPPLIES	06/12/2014	480.00	480.00	07/01/2014	
	00294	MATERIAL & SUPPLIES	06/15/2014	.85	.85	07/01/2014	
	0103158	SUPPLIES	06/12/2014	26.55	26.55	07/01/2014	
	0103168	SUPPLIES	06/16/2014	7.32	7.32	07/01/2014	
	CK 69676	UNDER PAID INV 102604	05/21/2014	50.00	50.00	07/01/2014	
	CK 69676	OVER PAID INV 102730	05/21/2014	44.00-	44.00-	07/01/2014	
	CK 69777	UNDER PAID INV 102844	06/20/2014	10.95	10.95	07/01/2014	
	CK 69777	UNDER PAID INV 102894	06/20/2014	91.99	91.99	07/01/2014	
Total 9140:				4,227.99	4,227.99		
SKARSHAUG TESTING LAB							
9320							
	188766	SAFETY SUPPLIES	05/30/2014	518.28	518.28	07/01/2014	
Total 9320:				518.28	518.28		
STONER, ROBYN							
130048							
	6069016	REFUND UTILITY DEPOSIT	06/09/2014	41.75	41.75	07/01/2014	
Total 130048:				41.75	41.75		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
THE UPS STORE							
6240							
	3147	EVIDENCE SHIPPING	06/11/2014	9.34	9.34	07/01/2014	
	3519	WATER SAMPLE SHIPPING	06/17/2014	47.55	47.55	07/01/2014	
	6310	EVIDENCE SHIPPING	06/10/2014	10.93	10.93	07/01/2014	
Total 6240:				67.82	67.82		
TRACTOR & EQUIPMENT CO							
9930							
	BLCS0572050	CAT COMPUTER PROGRAM	06/18/2014	1,016.27	1,016.27	07/01/2014	
Total 9930:				1,016.27	1,016.27		
TRIPLE L SALES							
9980							
	I-31589	NEW BECK LAKE PUMP HOUSE	06/12/2014	91.89	91.89	07/01/2014	
Total 9980:				91.89	91.89		
TROXEL, JEFF							
9985							
	070114	CONCERTS IN THE PARK 07/01/	07/01/2014	700.00	700.00	07/01/2014	
Total 9985:				700.00	700.00		
UNIVERSAL ATHLETIC SERVICE							
10125							
	202-0020480-0	REFEREE EQUIPMENT	05/20/2014	63.79	.00		
Total 10125:				63.79	.00		
VERNON MANUFACTURING CO							
10250							
	16681	WATER CRANE REPAIRS	06/04/2014	232.50	232.50	07/01/2014	
	16698	WATER CRANE REPAIRS	06/11/2014	1,175.00	1,175.00	07/01/2014	
Total 10250:				1,407.50	1,407.50		
WAL MART COMMUNITY BRC							
10330							
	006530	WATER - LAB	06/17/2014	70.40	70.40	07/01/2014	
	01469	OFFICE COFFEE POT / ORGANI	06/11/2014	107.97	107.97	07/01/2014	
	04717	SUPPLIES	06/09/2014	116.21	116.21	07/01/2014	
Total 10330:				294.58	294.58		
WATERWORKS INDUSTRIES							
10400							
	0592612	Meter, C2 Omni, 2"	06/04/2014	1,096.00	1,096.00	07/01/2014	1201-W
	0592612	DELIVERY CHARGE	06/04/2014	16.54	16.54	07/01/2014	
Total 10400:				1,112.54	1,112.54		
WAYNE'S BOOT SHOP							
10430							
	12502	SAFETY BOOTS - DEAN STEPP	05/21/2014	150.00	150.00	07/01/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	12519	SAFETY BOOTS - CHRIS LOVE	06/10/2014	313.00	313.00	07/01/2014	
	12536	SAFETY BOOTS - BOB LAMAR	06/23/2014	150.00	150.00	07/01/2014	
Total 10430:				613.00	613.00		
WCS TELECOM							
124746							
	21589892	LONG DISTANCE	06/01/2014	147.18	147.18	07/01/2014	
Total 124746:				147.18	147.18		
WEST PARK HOSPITAL							
10500							
	060214	BLOOD DRAWS	06/02/2014	488.55	488.55	07/01/2014	
Total 10500:				488.55	488.55		
WILD WEST CONSTRUCTION							
10615							
	051014	ASPHALT - 16TH ST	05/10/2014	2,415.00	2,415.00	07/01/2014	
Total 10615:				2,415.00	2,415.00		
WYOMING DEPT OF HEALTH							
128921							
	06092014CPD	BLOOD KITS - DUI	06/09/2014	199.00	199.00	07/01/2014	
Total 128921:				199.00	199.00		
WYOMING FIRE SAFETY							
10830							
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	6.00	6.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	164.00	164.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	164.00	164.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	444.00	444.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	6.00	6.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	382.00	382.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	118.00	118.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	175.00	175.00	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	120.50	120.50	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	120.50	120.50	07/01/2014	
	061314	FIRE EXTINGUISHER MAINTEN	06/13/2014	267.00	267.00	07/01/2014	
Total 10830:				1,967.00	1,967.00		
YELLOWSTONE WILDLIFE SANCTUARY							
129410							
	061214	SUMMER CAMP	06/12/2014	160.00	160.00	07/01/2014	
Total 129410:				160.00	160.00		
Grand Totals:				361,048.60	357,722.52		

Payroll Total \$ 227,901.81

GRAND TOTAL \$ 585,624.33

MEETING DATE: JUNE 30, 2014
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITY

PREPARED BY: DOYLE STOUT
PRESENTED BY: RICK MANCHESTER

West Park Hospital's Tails to Trails 5K

NO COUNCIL ACTION TO BE TAKEN:

To make City Council aware that West Park Hospital will conduct a fundraising walk/run event on August 16, 2014. Approval is not necessary since there is not a street closure. Event participants will cross at intersections following traffic laws, at Rumsey and 10th street. They will be using race volunteers with safety vests to address traffic concerns. The race will start/finish at the museum parking lot at the intersection of 8th Ave. and Sheridan Ave.

SUMMARY OF INFORMATION:

West Park Hospital and the Park County Animal Shelter are planning on holding their 4th Annual Tails to Trails 5K walk / run event on August 16, 2014. The race will be starting at 8:00 am and the route of this course will remain the same as previous years. Starting at the 8th Street near the Cedar Mountain Center and finishing on Sheridan Ave at the intersection of 8th near the original starting area.

This event will be promoting participants to bring their pets and enjoy the 5k course with pets and friends. There are some mild concerns for the safety regarding the route using 10th Street and Rumsey Avenue intersection as well as the 12th Street hill and Salisbury Avenue intersection.

West Park Hospital Will is required to provide liability insurance.

FISCAL IMPACT

West Park Hospital will be required to pay a Special Event Fee of \$25.00 to hold this event.

ATTACHMENTS

Map and entry form identifying the route of the event.

AGENDA & SUMMARY REPORT TO:

Doyle Stout, Recreation Supervisor
Rick Manchester, Parks, Recreation & Public Facilities Director
Perry Rockvam, Chief of Police

AGENDA ITEM NO. _____

How to Enter

Please fill out the attached registration form and make checks payable to West Park Hospital

Registration form may be picked-up or dropped off at:

West Park Hospital
Information Desk
707 Sheridan Ave
Cody, WY 82414

Humane Society of Park County
5537 Greybull Highway
Cody, WY 82414

Mailed to:

(with completed entry form and payment)

West Park Hospital
c/o Heidi Mayton
707 Sheridan Ave
Cody, WY 82414

Early Entry Fee:
\$25.00

~Pre-register by 8/02/13 for a \$25.00 fee.

~A late-registration fee of \$5.00 (\$30.00 total) will be applied to all entries received after 8/02/13.

~Entries are non-refundable and non-transferable

West Park Hospital
Tails and Trails 5K Run/Walk
707 Sheridan Ave
Cody WY 82414

Hosted by:



August 17, 2013

Start: 8am



Saturday August 17, 2013
5K Run and Walk begins at 8:00 am

Entry fee includes a entry gift
and post-race refreshments

Race packets can be picked up the morning of August 17th starting at 7:00am in the Cedar Mountain Center parking lot across from West Park Hospital.

Race begins at the 8 am behind the Cancer Center and end of race festivities will be held in the parking located next to the Buffalo Bill Statue.

Events

5K Run

A fun run to get you moving. Prizes will be awarded to the top three men and women finishers overall and the top men and women finishers of each age group. The Race will begin at 8:00am.

5K Walk

The walk also begins at 8:00am. Feel free to bring pets to the walk however they must be on a leash and you are responsible to clean-up after them.

2013 Tails and Trails 5K Run/Walk

1. Check which race you are entering
Only one entry per application, please

- 5k Fun Walk 5k Run

2. Division

Check both gender and age group, please

- Male Female
- 12 and under 13-19 20-29
- 30-39 40-49 50-59
- 60-69 70+

3. Contact Information

Full Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

5. Terms of Participation

I hereby agree that West Park Hospital and Park County Animal Shelter are not responsible should I receive any injury while participating in the Tails and Trails 5K Run/Walk. I also understand that if I am a West Park Hospital employee, any injury incurred while participating in a wellness activity is not a work-man's comp claim. I assume any and all risk while participating in these activities.

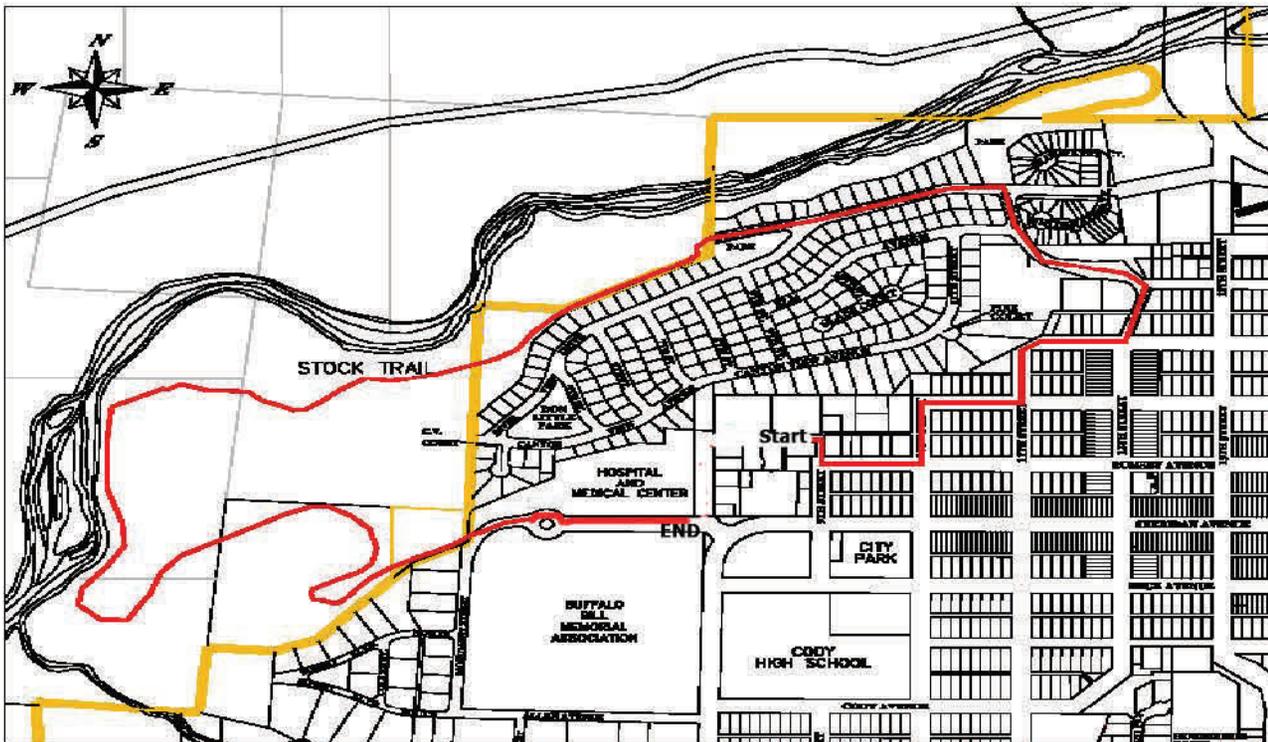
I understand that all children under 18 must be FULLY SUPERVISED AT ALL TIMES by a parent or guardian.

Agreed to this ____ day of _____, 2013

Signed _____
(Parent or guardian if under 18)

Witness _____

Dog Not Required



MEETING DATE: JUNE 30, 2014
DEPARTMENT: PARKS, RECREATION, &
PUBLIC FACILITIES
PREPARED BY: DOYLE STOUT
PRESENTED BY: DOYLE STOUT

Bright Futures, COAST to the FUTURE Charity Bicycle Ride

NO COUNCIL ACTION TO BE TAKEN:

To make City Council aware that there will be a bicycle riding event taking place on South Fork Road. The ride starts at the entrance of the Boot and Bottle Club and will end there as well. They will ride up the South Fork Rd for 30 miles and turn around and ride back to Cody.

SUMMARY OF INFORMATION:

Kristen LaBazzo will hold their 3rd annual bicycle event on August 2, 2014. The bike course event will be utilizing the South Fork for the course. This event is to promote cycling as well as raise funds for the Bright Futures organization. Last year there were 60 participants and they are very hopeful that their number will increase this year. The proof of liability insurance will be renewed July 1, 2014 and a copy will be provided to us as they have done in the previous years.

FISCAL IMPACT

The Cody PD will not be required to provide traffic control for the event. The Recreation Department will be providing signs for motorists that there are bicycles on the roadways. Bright Futures will be required to pay a Special Event fee of \$25.00.

AGENDA & SUMMARY REPORT TO:

Doyle Stout, Recreation Supervisor
Rick Manchester, Parks, Recreation & Public Facilities Director
Perry Rockvam, Chief of Police

AGENDA ITEM NO. _____

**LAW ENFORCEMENT INTERSTATE MUTUAL AID AGREEMENT BETWEEN THE
CITY OF CODY, WYOMING AND THE CITY OF BILLINGS, MONTANA**

This Law Enforcement Interstate Mutual Aid Agreement (Agreement) is entered into between the City of Cody, Wyoming (hereinafter CODY) and the City of Billings, Montana (hereinafter BILLINGS) (collectively the PARTIES), pursuant to Wyo. Stat. §§ 7-3-901 through -910.

1. **Required Approvals.** This Agreement is effective when all PARTIES have executed it and all required approvals have been granted. The Wyoming Attorney General shall approve the Agreement, and the Agreement is not in effect until signed by the Wyoming Governor. The Agreement shall be filed with the Wyoming Secretary of State within twenty days of the Wyoming Attorney General's approval.

2. **Purpose.** The purpose of this Agreement shall be to establish the terms and conditions under which BILLINGS may render law enforcement assistance to CODY. Pursuant to Wyoming law, this Agreement shall empower peace officers provided by BILLINGS to issue citations, make arrests, and perform such other law enforcement duties under Wyoming law as can certified Wyoming peace officers. Nothing contained herein is intended to affect any other emergency management agreement or compact existing between the PARTIES.

3. **Duration.** This Agreement shall be effective upon approval from all required PARTIES, and will terminate August 3, 2014. BILLINGS will provide officers to assist CODY from July 29, 2014 to August 3, 2014.

4. **Termination.** This agreement may be terminated by either party at any time upon thirty days written notice from one party to the other PARTIES, or on August 3, 2014, whichever occurs first. Property shall be returned to the party which provided such property during the special event or emergency, after the mutual aid is completed.

5. **Manner of Financing and Budget.** CODY will reimburse BILLINGS for actual expenses for fuel, lodging, and meals incurred by the assigned peace officers from BILLINGS who will assist the CODY pursuant to this Agreement. Reimbursement for necessary meals for assigned peace officers shall not exceed \$47 per day per officer. CODY will provide meals for assigned peace officers during the dates they are in Cody, and assigned peace officers shall, when practicable, eat meals at such times and locations as designated by CODY. In addition, CODY will reimburse the BILLINGS for all wages, including overtime, paid to assigned peace officers while those officers are providing assistance pursuant to this Agreement. CODY's reimbursement obligation as described in this paragraph shall begin when the assigned peace officer arrives in Cody, Wyoming, and shall end when the assigned peace officer leaves Cody, Wyoming. If equipment belonging to BILLINGS is damaged while in use by one of the assigned peace officers pursuant to this Agreement, BILLINGS shall be responsible for paying for the cost of such damaged equipment.

6. **Agreement Not to Relieve Agency of Duties.** Nothing in this agreement shall relieve any law enforcement agency of any duty imposed upon it by law.

7. **Limitation of Powers.** Except for the right granted by this Agreement to jointly exercise powers, the Agreement does not authorize any law enforcement agency responding to a request for assistance to exercise any power within the requesting state's jurisdiction that the requesting state's law enforcement agency is not otherwise authorized to exercise.

8. **Minimum Standards for Peace Officers.** It is agreed that each assigned peace officer provided by BILLINGS pursuant to this Agreement shall have met the minimum standards for certification in Montana, and such employee shall be deemed to meet the minimum standards to certification in Wyoming. However, nothing herein contained shall be construed to entitle such officer to receive any actual license or certification from Wyoming.

9. **Conditions Under Which Aid May Be Provided.** Mutual aid under this Agreement shall be limited to providing law enforcement assistance for a special event as determined by the Governor of Wyoming. Specifically, the special event will be the Hell's Angels United States Run in Cody, Wyoming between July 29, 2014 through August 3, 2014. BILLINGS will provide law enforcement assistance in the form of additional officers and their necessary equipment, and those officers will perform general law enforcement operations and duties, as described herein.

10. **Authority Granted.** This Agreement grants a peace officer of BILLINGS acting within the City of Cody, Park County, Wyoming authority to act as if he or she were a duly appointed and qualified law enforcement employee of CODY, including but not limited to the power to issue citations and make arrests under Wyoming law. Duties of a peace officer of BILLINGS while performing pursuant to this agreement may include, but are not limited to: patrol, investigation, emergency response, and other general law enforcement operations.

11. **Chain of Command/Delegation of Authority.** Assigned peace officers of BILLINGS shall be subject to the command and control of the Chief of Police, or his designee, of CODY.

12. **Respective Liability.** Each certified peace officer of BILLINGS shall be deemed a Wyoming peace officer pursuant to Wyo. Stat. § 6-1-104(a)(vi)(N). Furthermore, pursuant to Wyo. Stat. § 1-41-102(a)(iv), each law enforcement employee of BILLINGS, shall be covered under the Wyoming Governmental Claims Act and Wyoming State Self-Insurance Act as if he were a certified Wyoming peace officer. Nothing herein contained shall be construed to waive any defense or immunity of party, state, or its employees which would otherwise apply. Each party shall carry the insurance that it generally carries for its respective liability risks, and neither shall be required to carry additional insurance for this event.

13. **Administration of Agreement:** This Agreement will be administered by the governing body of the City of Cody, Wyoming and the governing body of the Billings, Montana. The contact person for the City of Cody shall be Perry Rockvam, Chief of Police. The contact person for the City of Billings, Montana shall be Rich St. John, Chief of Police.

14. **Property Acquisition** This Agreement does not provide for or authorize the acquisition or disposal of any real or personal property.

15. **No Third Party Rights** Nothing in this Agreement shall be construed as creating any rights or beneficial interests in any third parties in this agreement. The only parties to this Agreement are the City of Cody, Wyoming and the City of Billings, Montana.

16. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, represents the entire and integrated Agreement between the PARTIES and supersedes all prior negotiations, representations, and agreements, whether written or oral.

17. **Signatures.** The PARTIES to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

18. **Effective Date.** The effective date of this Agreement is the date of the signature last affixed to this page.

FOR CODY:

FOR BILLINGS:

NANCY TIA BROWN DATE
MAYOR

Name: _____ DATE
Title: _____

PERRY ROCKVAM DATE
CHIEF OF POLICE

Name: _____ DATE
Title: _____

ATTEST: _____
CYNTHIA D. BAKER DATE
ADMINISTRATIVE SERVICES OFFICER

ATTEST: _____
Name: _____ DATE
Title: _____

FOR THE STATE OF WYOMING:

Governor Matthew H. Mead

Date

Attorney General Peter K. Michael

Date

**AMENDMENT ONE TO THE GRANT AGREEMENT BETWEEN
WYOMING BUSINESS COUNCIL AND THE CITY OF CODY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne WY 82002 and the City of Cody (Grantee), whose address is PO Box 2200, Cody, WY 82414.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Council and the Grantee which was duly executed on July 19, 2013, and which became effective on August 14, 2013. The purpose of this Amendment is to extend the service completion date of the Contract from May 1, 2014 to December 31, 2014.

The original Contract, dated August 14, 2013, required the Grantee to use funds to conduct a study that identifies the feasibility of starting a school in Cody to train employees for the firearms industry for a total grant amount of twenty five thousand dollars (\$25,000) with an expiration date of June 30, 2016.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**

- A. The second sentence of Section 3 of the original Grant Agreement is hereby amended to read as follows:

“All services shall be completed by December 31, 2014, unless an extension is approved by WBC.”

5. **Additional Responsibilities of the Council.**

Responsibilities of the Council have not changed.

6. **Additional Responsibilities of the Grantee.**

Responsibilities of the Grantee have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Council and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

ORIGINAL
114941

8. **General Provisions.**

A. **Entirety of Contract.** The original Grant Agreement, consisting of eight (8) pages, Attachment A, consisting of one (1) page, Attachment B, consisting of one (1) page, and Attachment C, consisting of ten (10) pages, and this Amendment, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

COUNCIL:
WYOMING BUSINESS COUNCIL

Mark Willis, Interim CEO

Date

Molly Spangler, Director, Investment Ready Communities

Date

GRANTEE:
CITY OF CODY

Nancy Tia Brown, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

S. Jane Caton # 114941
S. Jane Caton, Senior Assistant Attorney General

6-18-14
Date

MEETING DATE:	JUNE 24, 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
PROFESSIONAL SERVICES CONTRACT**

ACTION:

Staff requests that the Mayor and Council award a professional services contract to Engineering Associates and authorize the Mayor to sign a professional services contract with said firm. Approval should be subject to review and approval by the City Attorney of the contract documents. The professional services contract will include the complete Design, Bid and Construction Observation and Administration duties associated with the planned improvements to the discharge facilities at the sewer lagoons.

SUMMARY:

In the FY2012-2013 budget, the Council authorized the development of a Master Plan study of the sewer lagoons that was completed by Engineering Associates. The study outlined a Flow Diagram for anticipated work over the next several years. The diagram identified required improvements that are anticipated to cost \$8.5 million. A complete understanding of the existing and proposed facilities is a necessity to address the complexity and inter-related issues associated with these improvements. Engineering Associates (EA) performed the work to develop the Flow Diagram, prepared the Study Report, designed the existing WWTF and pump stations, and has worked closely with City of Cody personnel to develop the current vision approved by Council. EA is in a unique position to know how the projects outlined in the flow diagram must progress and the factors that may affect future decisions which the City must make while following this flow progression. While the study was comprehensive and outlined project improvements, it did not include plans and specifications.

FISCAL IMPACT

The Council authorized the expenditure in fiscal year 2014-2015 of \$414,000 to complete the construction of new sewer discharge facilities from the sewer lagoons located off of West Cooper Lane. The existing discharge facilities are causing excessive erosion of the slope below the discharge building. Also, the erosion to the slope is approaching a stage where the support structure is undermined. The contract before the Council calls for cost reimbursement for time and materials, but for a "Not to Exceed" amount of \$40,000.

ALTERNATIVES

1. Award a professional services contract with Engineering Associates.

RECOMMENDATION

Staff recommends that the Mayor and Council award a professional services contract to Engineering Associates and authorizes the Mayor to sign a professional services contract with said firm. This would include all professional services for the Design, Bid and Construction Observation and Administration duties associated with the planned improvements to the discharge facilities at the sewer lagoons.

ATTACHMENTS

Contract

AGENDA & SUMMARY REPORT TO:

Rob Overfield, PE – Engineering Associates

AGENDA ITEM NO. _____

1079
emailed to STN
5/30/14

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 1, 2014 ("Effective Date") between CITY OF CODY, WYOMING ("Owner") and ENGINEERING ASSOCIATES ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: WWTF DISCHARGE REPLACEMENT ("Project"). This project is also referenced in Item 8 – Discharge Location in the "Study of Sustainable Treatment Alternatives" completed by Engineering Associates in March 2013.

Engineer's Services under this Agreement are generally identified as follows: See Attached Appendix 2.

Owner responsibilities under this Agreement are generally identified as follows: Owner will pay for all application or permit fees, legal advertising/notices, filing fees, title company research and/or policies, and costs to locate or pothole utilities.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner in writing, or if required because of changes in the Project, which changes shall be authorized in writing by the Owner, Engineer shall furnish services in addition to those set forth above.
- B. Engineer shall complete its services ~~within a reasonable time, or~~ within the following specific time period: 6 months from the Effective Date of the Agreement.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 20 working days. The estimated costs for Resident Project Representative services during construction in this Agreement is based on 8 hours per day times 20 working days for construction. This time does not include construction administration. If the actual time to complete construction exceeds the number of days indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.
- B. *Failure to Make Payments*. If payments for Engineer's services are not made by the Owner, the Owner is responsible for all attorney fees, legal fees, court costs, collection agency costs, and interest as outlined in Paragraph 2.01.A of the Agreement.
- C. *Delivery of Documents*. The Engineer may withhold delivery of documents if the Owner has not made full payment for all services relating to preparation of the documents. See 5.01G.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of material failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a material failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.
- Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a material failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its material failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such material failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the

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

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

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer;~~ and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting

from, or in any way related to the Project, and ~~(2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.~~

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

6.01 *Total Agreement*

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

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

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for services and reimbursable expenses shall not exceed \$40,000.

7.02 *Additional Services*

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

7.03 Cost Modifications

- A. This agreement must be signed by both parties on or before August 1, 2014 or Engineer reserves the right to adjust the payment amounts outlined in Paragraph 7.01.

Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Engineer's Scope of Services
Google Earth Map of Proposed Discharge Route

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

OWNER:

CITY OF CODY, WYOMING

Signed By: _____

Printed Name: Nancy Tia Brown

Title: Mayor

Date Signed: _____

ENGINEER:

ENGINEERING ASSOCIATES

Signed By: _____

Printed Name: Robert A. Overfield, PE

Title: Principal

Date Signed: _____

Professional License Number: WY 3962

Address for giving notices:

P.O. Drawer 2200

1338 Rumsey Avenue

Cody, Wyoming 82414

(307) 587-7511

Fax (307) 587-6532

Address for giving notices:

P.O. Box 1900

902 13th Street

Cody, Wyoming 82414

(307) 587-4911

Fax (307) 587-2596

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

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

	<u>Per Hour</u>	January 1, 2014
ENGINEERING SERVICES		
Engineer's Aide	\$ 53.00	
Resident Project Representative 1	\$ 63.00	
Resident Project Representative 2	\$ 68.00	
Resident Project Representative 3	\$ 74.00	
Resident Project Representative 4	\$ 80.00	
Technician 1	\$ 63.00	
Technician 2	\$ 68.00	
Technician 3	\$ 74.00	
Technician 4	\$ 80.00	
Engineer-in-Training 1	\$ 88.00	
Engineer-in-Training 2	\$ 94.00	
Engineer 1	\$103.00	
Engineer 2	\$113.00	
Engineer 3	\$117.00	
Engineer 4	\$125.00	
Engineer 5	\$129.00	
SURVEYING SERVICES		
Surveyor's Aide	\$ 53.00	
Survey Technician 1	\$ 63.00	
Survey Technician 2	\$ 68.00	
Survey Technician 3	\$ 74.00	
Survey Technician 4	\$ 80.00	
Land Surveyor-in-Training 1	\$ 86.00	
Land Surveyor-in-Training 2	\$ 92.00	
Land Surveyor 1	\$100.00	
Land Surveyor 2	\$104.00	
Land Surveyor 3	\$109.00	
Land Surveyor 4	\$119.00	

SUPPORT SERVICES	<u>Per Hour</u>
Administrative Assistant 1	\$ 51.00
Administrative Assistant 2	\$ 53.00
Administrative Assistant 3	\$ 58.00
Drafter 1	\$ 58.00
Drafter 2	\$ 63.00
Drafter 3	\$ 67.00
Drafter 4	\$ 71.00

LITIGATION SERVICES AND SUPPORT \$250.00

Travel time will be charged at the hourly rates shown above.

If personnel are worked over 40 hours per week to maintain the client's schedule, the time in excess of 40 hours per week will be billed at the rates shown above, plus 1.50 times the overtime premium paid to the personnel.

Reimbursable expenses for services performed on the date of the Agreement are:

EQUIPMENT CHARGES

Computer – CADD and Civil/GIS/Modeling Software	\$20.00 per hour
Survey - Total Station or Laser/Digital Level/Handheld GPS	\$10.00 per hour
Survey - Global Positioning System	\$50.00 per hour
Vehicle - All Terrain	\$10.00 per hour
Vehicle – Highway	\$ 0.85 per mile

MISCELLANEOUS CHARGES

Subsistence and Lodging	\$75 to \$200 per person per day
-------------------------	----------------------------------

Commercial travel, meals, lodging, telephone, records, printing, and other vendor services will be charged at cost. Subconsultant services will be charged at a rate of 1.10 times the billed rate.

COPYING AND ELECTRONIC SCANNING

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.10 Each
Copies – 11" x 17"	\$ 0.25 Each
Color Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 5.00 per Sheet
Color Prints – Up to 24" x 36"	\$ 10.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction/Enlargement/Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD for Electronic Files	\$ 5.00 Each
Other Reproducible Products (i.e. Mylar, Vellum)	Negotiated

TESTING

Density Testing	\$ 25.00 Each
Concrete Cylinder Break	\$ 22.00 Each
Concrete Cylinder Mold	\$ 3.00 Each
Asphalt or Concrete Cores	\$ 35.00 Each
Pressure Recorder	\$ 25.00 per day
Holiday Testing	\$ 25.00 per day
Adhesion Testing	\$ 25.00 per day
Dry Film Thickness Testing	\$ 50.00 per day
Turbimeter	\$ 50.00 per day
Current Velocity Meter and Datalogger	\$100.00 per day

SURVEYING MATERIALS

Stake, lath, hub, spike, nail & shiner	\$ 1.00 Each
Rebar (#5 x 24")	\$ 2.00 Each
Conduit (1/2" x 5' EMT)	\$ 3.00 Each
Paint (per can)	\$ 5.00 Each
Steel Fence Post	\$ 7.50 Each
Aerial Target	\$50.00 Each
Special Materials	Negotiated

SURVEYING MONUMENTS

1 1/2", 2" and 2 1/2" Aluminum Cap	\$ 10.00 Each
3/4" Brass Cap and Rod	\$ 50.00 Each
3 1/2" Brass Tablet	\$ 50.00 Each
3 1/4" WYDOT Markers	\$ 80.00 Each
Monument Box	\$100.00 Each

This is **Appendix 2, Engineer's Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated July 1, 2014.

Engineer's Services

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

Task 1 – Design

1. Conduct initial meeting with City staff.
2. Contact Wyoming One-Call to request utility locates.
3. Collect field survey data including, topographical features, site features, and utility depth information.
4. Create plan and profile sheets from field data using City of Cody datum.
5. Review existing topography to determine available location for new discharge line.
6. Review location of existing outlet pipe from flow measurement building.
7. Provide design report summarizing pipe materials, pipe flow capacity, and appurtenances.
8. Prepare DEQ permit application.
9. Contact Corps of Engineers regarding river work permit.
10. Create construction drawings and specifications for discharge line installation and associated project construction, including details.
11. Prepare Project Manual, including City of Cody standard specifications and EJCDC front end documents.
12. Prepare Engineer's opinion of probable construction costs.
13. Provide RPR review of construction drawings and specifications.
14. Provide three (3) plan/specification sets to the City for review. Incorporate any modifications required by the City's review.
15. Conduct 10%, 50%, and 90% design review meetings with City staff.

Task 2 – Bidding

1. Prepare advertisement for bids. (Publishing fees paid by City.)
2. Make construction drawings and project manual available to plan rooms and bidders.
3. Conduct bid administration, including conducting a pre-bid meeting and preparation of minutes. Prepare and distribute addenda as needed.
4. Conduct bid opening, prepare bid tabulation, review submitted bids, and provide bid award recommendation.

Task 3 – Construction Administration

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

Task 4 – Resident Project Representative (RPR)

1. Attend the pre-construction meeting.
2. Provide 8 hours per day, or as needed, of RPR services on the project. Based on 20 working days for construction.
3. Coordinate communication between Contractor, Engineer, and City.
4. Record field changes for use in preparing record drawings.
5. Verify shop drawing approvals against materials delivered to field and compliance with the construction drawings and specifications,
6. Prepare daily field reports (distributed weekly) and track pay item quantities used.
7. Oversee and document pipe pressure testing.
8. Provide density testing for backfill, either by wheel rolling or using a nuclear gauge. Perform concrete testing and collect samples as needed to document compliance with specifications.
8. Attend substantial completion walk-through and assist in preparation of punchlist. Review project for final completion of punchlist items.

No legal descriptions, exhibits, or other easement work is included in these services. It is assumed all work will be conducted on City property.

MEETING DATE: 6/30/2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: BERT POND
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEVE PAYNE

AGENDA ITEM SUMMARY REPORT

Electrical Rate Analysis

SUMMARY

The City of Cody Public Works Department requested proposals from qualified firms to perform a Cost of Service Study. Two firms submitted proposals with one firm declining to submit. The results are as follows:

Spectrum Engineering – Study Cost \$20,000 – Tasks 1 thru 3
Carl Brown Consulting – Study Cost \$17,818 – Service Packages 1 thru 4
ESC Engineering – Declined due to scheduling.

The City of Cody requested that work begin on or shortly after July 1, 2014 with a completion date within 90 days so long as all requested data is sent to them in a timely fashion.

FISCAL IMPACT

The cost of this study has been budgeted and approved by the City Council in the 2014/2015 Budget.

ALTERNATIVES

The alternative is to use our own Cost of Study method. This method was developed in 1999 and the Public Works Department feels that it is important to have an independent firm provide an updated Cost of Service Study to insure that our rates meet all requirements for a public utility.

RECOMMENDATION

It is the recommendation of the Public Works Department that the City Council authorize the Mayor to sign the attached Letter of Engagement with Carl Brown Consulting to perform the Cost of Service Study for a total cost of \$17,818.00.

ATTACHMENTS

Letter of Engagement
Proposal for Electric Rate Analysis received September 9, 2013.
Amendment to Electric Rate Analysis dated January 30, 2014.

AGENDA ITEM NO. _____

LETTER OF ENGAGEMENT

BE IT KNOWN that the City of Cody, Wyoming solicited services to ascertain adequate and fairly structured electric utility rates.

AND BE IT KNOWN that Carl Brown Consulting, LLC has offered such services in a service proposal dated September 9, 2013 with one amendment dated January 30 2014, both attached and made a part of this letter of engagement.

AND BE IT KNOWN that the responsibilities of the parties are specified in said service proposal, as well as the fees to be paid for successful completion of said services.

Therefore, by their signatures the parties agree to perform as specified in said service proposal.

Carl Brown Consulting, LLC

Carl E. Brown
President, Carl Brown Consulting, LLC

City of Cody, Wyoming

Signature

Printed Name
Mayor of Cody, Wyoming

Witnessed on June 16, 2014 by

Jacquelyn C. Hicks
Vice-president, Carl Brown Consulting, LLC

Witnessed on _____ by
Date

Signature

Printed Name and Affiliation

January 30, 2014

Bert Pond, P.E., Electrical Engineer
City of Cody
P O Box 2200
Cody, WY 82414

Subject: Amendment to user charge analysis proposal dated September 9, 2013, attached

Dear Mr. Pond:

I proposed electric utility rate analysis services to the City of Cody in the above referenced proposal. That proposal included a proposal acceptance date of January 1, 2014 and an effective through date of October 1, 2014. By this letter I extend those dates to August 1, 2014 and June 30, 2015, respectively. All other aspects of the proposal, including fees, remain unchanged.

As to the completion timeline, that is primarily dependent upon how quickly the City sends me the needed data and information. That said, I estimate my elapsed time to do the work at approximately two months and your time to gather and send data at three months. Therefore, we should be able to complete the project within six months after we start it.

Best regards,
Carl Brown Consulting, LLC



Carl E. Brown
President

Proposal for Electric Rate Analysis City of Cody, Wyoming

Purpose and Need

This proposal describes the need, responsibilities, timing, investment and other issues for a rate analysis (later referred to as “analysis”) of the electric utility for the City of Cody, Wyoming (later referred to as “you”). This analysis will be performed by Carl Brown Consulting, LLC (later referred to as “I”). To adequately fund current operation of your utility, build and maintain reserves, fund capital improvements and related debt service, and establish rates that are fair to all ratepayers, you need to analyze your rates and fees, set them appropriately and periodically reset them. The services proposed are intended to support you as you satisfy those needs.

Expected Results

With the completion of the analysis:

1. You will discover at what level your utility needs to be funded to accomplish needed system development, refurbishment, repair, maintenance and operation.
2. You will have the “proof” you need to convince council members, ratepayers and property owners why rates and fees should be set as modeled.
3. You will set new user charge rates and fees that will fund the utility at the proper level while charging ratepayers fairly structured rates.

Firm Revenues, Qualifications and References

Firm revenues, qualifications and references are detailed in the document called “Qualifications and References,” attached. The reference list includes all rate study clients since 2009. Call any you care to but I suggest you call the most recent clients, which are listed first. They will recall their project and my services to them better than less recent clients will. In particular, Lander, WY just went through the Wyoming RATES Program so Ms. Lara will be glad to tell you how that program worked for them.

Carl Brown Consulting has one office in Jefferson City, Missouri but we operate nationwide. Our work focuses almost exclusively on rate analysis and rate setting. Carl Brown, President will conduct this analysis in its entirety. He has been doing rate analysis work since 1993. For most of that time he has also been teaching practitioners all over the U.S. on rate analysis and rate setting, writing the rate setting book called, “How to Get Great Rates” and designing rate analysis software.

Carl Brown Consulting serves as the rate analyst for the Wyoming RATES Program, accessible at gettinggreatrates.com/ by clicking the "Wyoming" link. Wyoming Association of Rural Water Systems (WARWS) members qualify for a 25 percent discount on all fees. I have verified that Cody is a member so you qualify for this discount.

You may expect your analysis results package to look much like the rate study report package attached and others located at the bottom of the Webpage above.

Form of Agreement

This proposal and your acceptance (probably by e-mail message) of one or more service packages is all the agreement I need.

Guarantee

In the unlikely event you feel I am not fulfilling the commitments in this proposal, simply tell me what you feel the problem is. I will do my best to make it right by you. If I still am not able to satisfy you, notify me by mail or e-mail. I will cease the services in question at that point, you will owe me nothing for those services and I will refund any payments you may have already made for those services. This has been my guarantee policy from the day the company was formed. No client has invoked this guarantee to date and I don't plan to have you be the first.

Scope of Services That you may Select or Decline, at Your Option

The following service packages are intended to satisfy your rate study and rate setting needs.

1. Service package 1 is analysis of your electric utility's usage, demand and other fee adjustment needs¹.
2. Service package 2 is examination of and written critique of the current study methodology and spreadsheet model.
3. Service package 3 is a set of electronic spreadsheets (Excel) you can use in the future to model relatively robust adjustments to the utility's financial future and the rates and fees needed to fund that future. These will be licensed to the City of Cody and may be used only by Cody officials for Cody's system. This package includes up to 10 hours of model use training by way of telephone, e-mail or other off-site means.
4. Service package 4 is for on-site visits². Each visit will be one instance of this service package.

You may add or drop service packages at any time.

¹ This analysis will include output from modeling of your current financial situation and several proposed rate scenarios that depict rate structures and other variables you may want to consider.

² I generally recommend one on-site visit to present completed studies and recommendations and to answer questions at a public council meeting.

Approach and Normal Timeline

For most of my clients, rate analysis and eventual rate adjustments take about six months from start to finish. Rate analysis is an iterative, non-linear process, not describable in a step by step way. However, for most of my clients it can be broken down into several groupings of work as follows:

1. I will call your contact person, probably the day I am notified that I will be doing the analysis, to discuss data needs and get them started on initial data retrieval.
2. Your staff will assemble and send to me data and information, most of which is described in the "Data Needs Sheet," attached. I will guide your staff through the entire process. Where data is missing I will help you create estimates. Initial data retrieval will be accomplished early on but some data will be acquired throughout the project.
3. I will analyze this information and build your rate analysis models, coordinating with your contact person. Jointly, we will arrive at a set of financial goals for your systems. Key model building will be complete about four weeks after starting. Some modeling will continue through nearly the end of the project. Once the model has been built, "what-if" scenarios will be run to find the optimum mix of rate and fee levels and structures, funding options, reserve levels, etc. to suit your needs.
4. During the last half of the project I will examine as many scenarios of your possible future as it makes sense. I will share with you all that are potentially useful.
5. You will likely choose to consider adopting rates and funding levels from perhaps the two most promising scenarios. Final output will include a cover letter, a report of my analysis and recommendations (which is largely a step by step action plan) and copies of the study scenarios that interest you.
6. If you choose service package 4, an on-site visit, I will present my final analysis results and recommendations to your council in person. While there I would also like to meet with staff to discuss how to effectuate needed changes to billing, equipment replacement scheduling, etc. If you opt for no on-site visit, I will prepare your staff to present my recommended rates and fees to the council at no additional cost.
7. As you draft proposed amendments to your ordinances and budgets to effectuate the rate, fee and other changes, at your request I will review those changes to assure that they accomplish what you intend to accomplish.
8. The council will consider and pass ordinance amendments to effectuate new rate, fee and other changes. From this point forward your utility will be headed to a better financial future and your rates will be fairly structured.

Use of Electronic Technology

I do almost all analysis work electronically. I strongly prefer to receive all data and information electronically, generally transferring it by e-mail attachment. I prefer to receive numerical data in a spreadsheet format and textual material in a word processor format. When I return material to you that you need to manipulate further, such as a revised ordinance, I will return it electronically in a format you can conveniently use. You will receive my analysis report package electronically as a PDF document.

Work Coordination

Early on you will probably want to have me communicate primarily with your finance director and perhaps a billing clerk. This stage is primarily a data gathering and modeling function. When we progress to the reporting out stage you may want to have me begin communicating with others for decision-making in preparation for developing rate, fee and policy decisions and actions.

Investment

Cody being a member of WARWS, following are your complete investments for my services, materials and travel costs, based upon the service descriptions above:

- **Service package 1**, full fees for user charge analysis of the electric utility total \$13,441, less the Wyoming RATES Program discount of \$3,394 yields a **net fee of \$10,183**
- **Service package 2**, critique of the current study methodology and spreadsheet model total \$4,653, less the Wyoming RATES Program discount of \$1,163 yields a **net fee of \$3,490**
- **Service package 3**, electronic spreadsheet (Excel) models and up to 10 hours of off-site training total \$3,231, less the Wyoming RATES Program discount of \$580 yields a **net fee of \$2,423**
- **Service package 4**, full fee on-site visits of \$2,297 each, less the Wyoming RATES Program discount of \$574 yields a **net fee of \$1,722** for each visit.

If you choose service packages 1, 2 and 3, and one visit from package 4, the group of services you most likely will desire, the total investment will be \$17,716, including a total Wyoming RATES Program discount of \$5,905. Once the project gets started you may add or drop service packages as your needs become clearer.

Proposal Acceptance

This proposal is effective through October 1, 2014 if you choose at least one service package by January 1, 2014. (One exception: There is no "expiration date" for the 10 hours of spreadsheet model training – those remain in effect until exhausted.) Once you tell me what service packages you desire and you provide data to work with, I will immediately start to produce the analysis.

If my part of the project has not been completed by October 1, 2014, all fees for service packages not yet completed will be subject to escalation by agreement with you. Aside from lagging performance on your part there is no reason this project will not be completed in just a few months. I seek to escalate fees for lagging performance for these reasons. If the analysis is drawn out for a full year I will end up having to gather updated data and doing

Action item: If you accept this proposal call me to tell me what services you desire, or give me the same information in writing by e-mail message.

almost a completely new analysis, nearly doubling my work. More importantly, if you need to increase rates or restructure rates, a delay will exacerbate your problems. I want to help you solve problems, not watch them grow, so I escalate fees as a tool to accomplish that.

Payment

I will first invoice you for the total project amount, less five percent as a "pre-payment" discount, upon your acceptance of this proposal. **If you pay this initial invoice within 30 days of the invoice date you will capture the discount.**

Otherwise, I will re-invoice you for one-half of the full project dollar amount after 90 days from proposal acceptance and the balance when I submit the final report package. You shall promptly pay the full amounts of those invoices. If you request and pay for services but later cancel those services, I will refund those fees to you. If I cancel any services in this proposal (I have yet to do such a thing), you will owe me no fees for those services and I will refund any fees you have already paid for those services.

In Closing

I am looking forward to the opportunity to conduct your rate analysis so you can get your rates and finances set on a good course.

Best regards,
Carl Brown Consulting, LLC



Carl E. Brown
President

Qualifications and References

GettingGreatRates.com and Carl Brown Consulting, LLC

Last update: January 28, 2014

Accessible electronically at gettinggreatrates.com/, "Freebies" link

General

Carl Brown Consulting (CBC) was formed May 1, 2003 in the State of Missouri as a limited liability company. GettingGreatRates.com (GGR) was formed on April 16, 2008, also in Missouri as a limited liability company. *GGR serves utilities and others by developing do-it-yourself user rate calculation and related tools, reference materials and resources. CBC serves utilities by doing comprehensive rate analysis and providing related assistance.* Carl Brown serves as president of and contact for both companies.

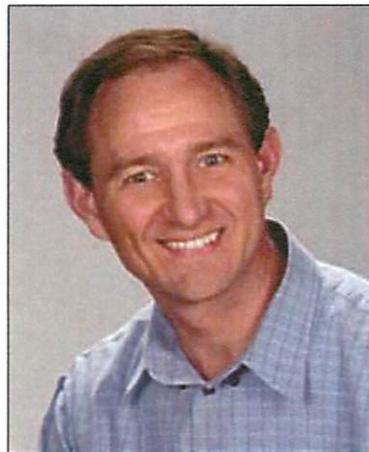
Mr. Brown graduated from Missouri University in 1977 with a B.S. in Forestry. Through 1989, Mr. Brown managed corporate timberlands, related personnel, contracts and operations.

From 1989 through 1991, Mr. Brown worked as a municipal lease-purchase finance originator with two finance firms.

From 1991 through 2005, Mr. Brown did water and sewer finance and local government technical assistance with the Missouri Department of Natural Resources. He coordinated Clean Water State Revolving Fund (CWSRF) loans and State grants. In that capacity he served as the SRF user rate structure compliance officer for the CWSRF program. He developed the pre-cursor to the rate model that is now called, "Rate Assist." This program is the State's template for compliant CWSRF rates. Mr. Brown developed the "Show-me Ratemaker" program, a do-it-yourself rate calculation program, now available through the National Drinking Water Clearinghouse. In short, Mr. Brown helped cities and utility districts solve financial and rate problems.

In late 2005, Mr. Brown left the State and launched his water and sewer user rate analysis practice through Carl Brown Consulting. In 2007, he began performing electric and solid waste rate analyses, as well. In 2013, he started stormwater rate and fee analysis. Mr. Brown has performed **200 rate analyses** as of the date above. He develops rate analysis and related software. That includes the do-it-yourself rate calculation program called SimpleRates©. Mr. Brown writes prodigiously, including guides, the book, "How to Get Great Rates" and over three dozen articles on rates-related issues for trade journals. All of these resources are available at gettinggreatrates.com/.

Presenting to approximately 500 people each year, Mr. Brown trains community leaders and assistance providers all over the U.S. on rate setting, rate analysis, asset management, capital improvement planning and risk-based return on investment decision-making.



Jacki Hicks, the firm's vice-president, assists with analyses that require unusual software modeling. Ms. Hicks has approximately 22 years experience in accounting, financial assurance and complex spreadsheet and database design. Six of those years have been devoted to water and sewer rate analysis. She developed substantial components of the rate analysis templates now used by the firms.

Firm Revenues

- 90 percent from doing rate analyses and helping clients adjust user rates, fees and policies,
- 10 percent primarily from rate calculation software subscriptions.

Rate Study and Related References From 2009 to-date, Most Recent First

RATES Programs

In 2012 Carl Brown Consulting was chosen by five rural water associations to conduct "RATES" Programs (**R**ate **A**nalysis and **T**raining for **E**nvironmental **S**ystems; vehicles for delivering rate analyses to association member systems). See last page for status and results of RATES Program projects. To-date, CBC is the only analyst authorized to provide services through these programs. Links to these programs are at the bottom of this Web site carlbrownconsulting.com/. Following are the contacts for these programs:

- Kansas Rural Water Association – Elmer Ronnebaum, General Manager and Greg Duryea, Assistant General Manager, (785) 336-3760, krwa@krwa.net.
- New Mexico Rural Water Association – Matt Holmes, Executive Director, (505) 884-1031, matt@nmrwa.org.
- North Dakota Rural Water Systems Association - Eric Volk, Executive Director, (701) 391-5080, ericvolk@ndrw.org.
- Virginia Rural Water Association – Myrica Keiser, Executive Director, (540) 261-7178, vrwamk@comcast.net.
- Wyoming Association of Rural Water Systems – Kathy Weinsaft, Source Water Specialist, kweinsaft@warws.com, (307) 436-8636.

Rate Analysis and Related Projects Currently Underway

- 2014, Ellsworth, KS, water and sewer, 1,100 connections, Tim Vandall, City Administrator, (785) 472-3288, tvandall@ellsworthks.net. Fee: \$8,602. *A Kansas RATES Program participant – see RATES Program section above.*
- 2014, Prince George County, VA, water, sewer, 3,200 connections, Chip England, P.E., Director of Engineering and Utilities, (804) 722-8688, CEngland@princegeorgecountyva.gov. Fee: \$12,697. *A Virginia RATES Program participant – see RATES Program section above.*
- 2013, Phillips Lytle, LLC, Buffalo, NY, sewer rate expert opinion for a lawsuit their client brought against a sewer district. Paul Morrison-Taylor, Attorney-at-law, (716) 847-5406. Fee: \$1,968. Trial or settlement to follow.
- 2013, Polson, MT, water, sewer and stormwater, 2,235 connections, Cindy Dooley, Finance Officer, (406) 883-8204, finance@cityofpolson.com. Fee: \$15,027. *These analyses are in follow up to analyses done five years ago.*

- 2013, Montgomery County, KS Public Sewer District #2, Independence, KS, sewer, 285 connections, Jim Wright, Assistant Public Works Coordinator, Montgomery County, (620) 330-1170, jwright@mgcountyks.org. This analysis is to help resolve a wholesale rates legal dispute with the district's contract wastewater treater, the city of Independence. Fee: hourly. *A Kansas RATES Program participant.*
- 2013, Powell, WY, water and sewer, 2,000 connections, Annette Thorington, Finance Director, (307) 754-5106, athorington@cityofpowell.com. Fee: \$9,807. *A Wyoming RATES Program participant – see RATES Program section above.*
- 2013, RAD Water Users Cooperative, Tucumcari, NM, water, 281 connections, Donna Laferty, Clerk, 2013, (575) 403-7704, hogsforfun@yahoo.com. This analysis is to help resolve a wholesale rates legal dispute with RAD's water supplier, Tucumcari. Fee: hourly. *A New Mexico RATES Program participant – see RATES Program section above.*
- 2013, Atwood, KS, water and sewer, 710 connections, Janet Stice, City Clerk, (785) 626-9462, atwoodclerk@sbcglobal.net. Fee: \$8,845. *A Kansas RATES Program participant.*
- 2013, Public Water Supply District #2, St. Charles County, MO, 36,100 water connections, 11,100 sewer connections in 3 service areas, Tim Geraghty, General Manager, (636) 561-3737, tgeraghty@alliancewater.com. Fee: \$24,878

Completed Rate Analysis and Related Projects, Most Recent First

A representative selection of rate analysis report packages from these clients is available at gettinggreatrates.com/ under the "Freebies" link.

- 2013, Crane Lake Water and Sanitary District, Crane Lake, MN, sewer, 127 connections, Rob Scott, Chairman, (218) 993-1303, rmscott@frontiernet.net. Fee: \$7,466. *This was a follow up analysis to determine rates and connection fees to fund a system expansion.*
- 2013, Lander, WY, water, sewer, 2,800 connections, Charri Lara, Treasurer, (307) 332-2870, clara@landerwyoming.org. Fee: \$13,052. *A Wyoming RATES Program participant.*
- 2013, Chetopa, KS, water, sewer, 650 connections, Debbie Darnell, Treasurer, Ron Wood, Mayor, kspacman@kans.com, (620) 236-7511. Fee: \$8,456. *A Kansas RATES Program participant.*
- 2013, Inyokern Community Services District, Inyokern, CA, water, 269 connections, Brian Bebee, General Manager, (760) 377-4708, icsdwater@verizon.net. Fee: \$4,257
- 2013, Fort Mojave Tribal Utilities Authority, Mohave, AZ, water, sewer, 2,600 connections, 2011, Bill Cyr, General Manager, (928) 768-2200, bcyr@ahamacav.com. Fee: \$7,256. *These updates were in follow up to water and sewer rate analyses done a couple years before.*
- 2013, Luray, VA, water and sewer, 2,400 connections, Bryan Chrisman, Assistant Town Manager, (540) 743-5511, bchrisman@townofluray.com. Fee: \$11,482
- 2013, Provided quality control/quality assurance for a sewer rate analysis for Jackson, MO, done by Horner & Shifrin Engineering, 5,000 connections, Stephen Randolph, PE, (314) 531-4321, srandolph@hornershifrin.com. Fee: \$2,245
- 2013, Glenwood, MN, water and sewer, 1,165 connections, David Perryman, Public Works Director, (320) 634-5433, davep4038@gmail.com. Fee: \$10,865

- 2013, Hiawatha, KS, water and sewer, 1,600 connections, Crosby Gernon, Mayor, (785) 742-7417. Fee: \$8,894. *A Kansas RATES Program participant.*
- 2012, Brookcliff Mobile Home Park of King, NC hired CBC for analysis of the water and sewer rates of King, NC, 10,000 connections (its utility provider) to calculate damages in preparation to sue the city for overcharges. The suit was subsequently settled by sealed agreement. The owner is Mike Cashion, (336) 817-3624, cellc@triad.rr.com. Randy James, (336) 724-7707 is Mr. Cashion's attorney. Fee: \$17,177
- 2012, Pevely, MO, water and sewer, 2,000 connections, Jason Eisenbeis, City Administrator, (now Administrator in Crystal City, MO, j.eisenbeis@crystalcitymo.org). Fee: \$8,743
- 2012, Ahav Macav, Mohave, AZ, electric, 2,600 connections, 2012, Bill Cyr, General Manager, (928) 768-2200, bcyr@ahamacav.com. Fee: \$5,198. *This was in follow up to water and sewer rate analyses done a few months before for Fort Mojave Tribal Utilities Authority, their water and sewer utility.*
- 2012, Fort Mojave Tribal Utilities Authority, Mohave, AZ, water, sewer, 2,600 connections, Bill Cyr, General Manager, (928) 768-2200, bcyr@ahamacav.com. Fee: \$9,288
- 2012, Wagoner Rural Water District #2, Wagoner, OK, water, 520 connections. This analysis was done to settle a lawsuit brought by several customers concerning rate structure fairness. Cory Stone, Attorney-at-law, (405) 606-3333, corey@pclaw.org is the District's attorney. Fee: \$16,131
- 2012, Gravois Arm Sewer District, Gravois Mills, MO, sewer, 353 connections, David Taylor, Chairman, (573) 286-2066 and William McCaffree, Attorney at Law (the District's attorney, wmccaffree@gmail.com), (417) 667-2211. The village of Gravois Mills, served by the District, took issue with the District's user rates. My services diffused the dispute. Fee: \$1,479
- 2012, City of Ava, MO, water, sewer, 1,400 connections. *These analyses were in follow up to one we did five years ago.* Peggy Porter, Administration Director, (417) 683- 5516, Ext. 205, pporter@avamissouri.org. Fee: \$8,569
- 2012, City of Savannah, MO, water, 2,500 connections, Jill Cornett, City Administrator (now Administrator in Lake Lotawana, MO, jcornett2@kc.rr.com). Fee: \$5,587

Carl, I would like to thank you for your assistance in resolving our conflict with the City of King (Brookcliff's supplier) over water and sewer rates. Your detailed report helped us make our case.

Mike Cashion
MRC Homes, Inc. (Brookcliff)

Note: The City settled a lawsuit in a sealed agreement following submission of the CBC analysis report.

We will be starting our \$4M sewer project in February, 2010. Passed a \$4M bond issue, received \$1.8M in ARRA funds, matched it with part of the bond money, just now finishing up the SRF/ARRA closing paperwork. Thanks for your help with the rates - The study you did helped tremendously.

-Betty Brumbaugh
City Clerk, Warsaw, Missouri

Carl is one of the best and most helpful people I have ever known. I have benefited a great deal from working with him. He has always been eager to listen and willing to share helpful advice. Over the years we talked on the telephone regarding my questions on water and sewer rates. I used Carl as a "sounding board" for my ideas and concerns. He has always been quick to offer advice and keep me focused on the long-term financial health of our utilities. I remember more than once his cautions about avoiding quick, short-term solutions to complex issues.

Carl knows how to examine systems and give good advice on how to improve them. It has been a pleasure to come to know Carl over the last ten years. I look forward to other opportunities to talk with him and work together on new projects.

-Wade Sanders, City Administrator (now retired)
Odessa, Missouri, sws1951col@gmail.com

- 2012, Three clients in one project:
 - City of La Cygne, KS, water, 402 retail and 2 wholesale connections. Fee: \$6,666
 - Rural Water District (RWD) #1 (wholesale customer of the City), La Cygne, KS, water, 532 connections. Fee: \$4,195
 - RWD #3 (wholesale customer of the City), La Cygne, KS, water, 388 connections. Fee: \$4,195

La Cygne sued the RWDs over wholesale supply agreement issues. I did rate and financial analysis for all to help mediate the case. David Cooper, Attorney-at-law (the RWDs), (785) 232-7761, dcooper@fisherpatterson.com. Mr. Cooper was also the attorney for Jackson County, KS, another lawsuit project listed later. Michael Schultz, Attorney-at-law (La Cygne), (785) 838-4300.

- 2012, City of Byrnes Mill, MO, sewer, 574 connections, Larry Perney, City Administrator, (636) 677-8402, larryp@byrnesmill.org. Fee: \$5,003
- 2011, City of Hillsboro, MO, water, sewer, 800 connections, Gery Marmaduke, City Administrator, (636) 797-3334, hillsboroadmin@charter.net. Fee: \$7,464. *These analyses followed analyses we did five years ago for the city.*
- 2011, Rockbridge County Public Service Authority, Lexington, VA, water, sewer, 2,100 connections, 2011, Karen Austin, Executive Director, (540) 463-4329, karen_austin@co.rockbridge.va.us. Fee: \$9,426. (See testimonial letter at end of document.)
- 2010, City of Moorcroft, WY, water, sewer and trash collection, 350 connections and customers, 2010, Dan Blakeman, Operations Officer, danb@rtconnect.net and Stephanie Noyse, City Clerk, (307) 756-3526. Fee: \$10,623. *The operations officer was the mayor of Pine Haven, WY, a nearby town we did analyses for when he was mayor there.*
- 2010, City of Woodland, WA, sewer, 1,614 connections, 2010, Steve Branz, Public Works Director, (360) 225-7999, branzs@ci.woodland.wa.us. Fee: \$4,320
- 2010, City of Foley, MN, water, sewer and storm water, 900 connections, 2010, James Moshier, Public Works Director, (320) 968-4082, foleypwks@cloudnet.com. Fee: \$8,664
- 2010, City of Kimberling City, MO, sewer, 1,036 connections, 2010, Jason Hulliung, Mayor and Tara DuShane, Accounting and Utility Billing Clerk, (417) 739-4903. Fee: \$4,398
- 2009, City of Raytown, MO, sewer, 13,344 connections, 2010, Jeremy Willmoth, Director of Finance, (now Administrator, Cowley County, KS, jwillmoth777@gmail.com). Fee: \$6,892
- 2009, City of Spring Park, MN, water analysis update to establish conservation rates compliant with State law, 1,270 connections, 2010, Jim Brimeyer, Administrator, (952) 471-9051. Fee: \$912
- 2009, City of Sullivan, MO, water, sewer, 2,300 connections, 2010, Mark Falloon (since retired), City Administrator, (573) 468-4612. Fee: \$8,448
- 2009, City of Sundance, WY, water, sewer, 704 connections, plus garbage and landfill services, Kathy Lenz, Clerk-Treasurer, (307) 283-3451, klenz@rangeweb.net. Fee: \$11,620
- 2009, City of Victoria, MN, water analysis update to establish conservation rates compliant with State law, 2,200 connections, Jylan Johnson, Finance Director, (952) 443-2363, jjohnson@ci.victoria.mn.us. Fee: \$485

- 2009, Crane Lake Water and Sanitary District, Crane Lake, MN, sewer, 127 connections, Rob Scott, Chairman, (218) 993-1303, rmscott@frontiernet.net. Fee: \$1,536. *This analysis helped the district acquire USDA RD funding relief and was a follow up to a previous analysis we did.*
- 2009, Village of Oswego, IL, water, 10,000 connections, Gary Adams, City Administrator, (630) 554-0864. Fee: \$11,521
- 2009, City of Wood River, IL, sewer, 4,722 connections, Steve Palen, P.E., City Engineer, (618) 781-2787 or Pat Judge, P.E., Managing Partner, Gonzalez Companies (I subcontracted to Gonzalez for this analysis), (618) 222-2221, PJudge@gonzalezcos.com. Fee: \$6,994
- 2009, City of Polson, MT, water and sewer, 2,235 connections, Beth Smith, Water and Sewer Clerk, (406) 883-8200, polsonwater@centurytel.net. Fee: \$9,093
- 2009, Lyon County, KS Rural Water District #1, water, 630 connections, Larry Grimsley, Treasurer, (620) 341-9617. Fee: \$3,890
- 2009, Jackson County, KS Rural Water District #3, water, 1,757 connections, Brenda Adkins, District Manager, (785) 364-3056 and David Cooper, Attorney-at-law (District's attorney), (785) 232-7761, dcooper@fisherpatterson.com. Fee: \$6,641. *This was an analysis used to successfully settle a lawsuit brought by a wholesale customer, a small town, over rate structure fairness.*

Workshop and Event References From 2010 To-date, Most Recent First

Projects for Current Clients

- Rate setting roundtable discussion at the Wyoming Association of Rural Water Systems annual conference April 22-24, 2014, Kathy Weinsaft, Training Director, (307) 436-8636.
- Rate setting pre-conference workshop and equipment replacement scheduling session at the Michigan Rural Water Association annual conference March 18, 2014, Tim Neumann, Executive Director, (616) 401-5436.

Completed Workshop and Event Projects

- Rate setting workshops for the Kansas Rural Water Association September 17-19, 2014, in Lawrence, Burlington and Hutchinson, KS, Elmer Ronnebaum, General Manager, (785) 336-3760. *These sessions followed other workshops over the years.*
- Rate setting session at Alliance of Indiana Rural Water fall conference, August 22, 2013, Merrillville, IN, Leigh Ann Cross, Assistant Executive Director, (317) 789-4200
- Rate setting pre-conference workshop and Kansas RATES Program session at Kansas Rural Water Association conference, March 26-27, 2013, Wichita, KS, Elmer Ronnebaum, General Manager, (785) 336-3760. *These sessions followed other workshops over the years.*

Published in the November, 2013 edition of "The Kansas Lifeline" magazine:

Last fall our city clerk and I attended a seminar on Setting Good Rates at Tonganoxie, Kansas. Because of this seminar, I formulated a plan to raise our rates and upgrade our city's lift stations. I will always appreciate this seminar and was glad I attended. The seminar was of great value to me.

–Nancy Leek, Council Person
City of Ozawkie, KS

I am writing this letter to express our appreciation for the free training session called Getting Good Rates. Carl Brown, Carl Brown Consulting, gave many good tips and ideas on how to go about checking our own rates.

–Terry Fultz, City Clerk
City of Osage City, KS

- Rate setting pre-conference workshop and Kansas RATES Program session at Kansas Rural Water Association conference, March 26-27, 2013, Wichita, KS, Elmer Ronnebaum, General Manager, (785) 336-3760. *These sessions followed other workshops over the years.*
- Rate setting and R&R scheduling sessions at Colorado Rural Water Association conference, February 11, 2013, Paul Shreve, Training Coordinator, (719) 545-6748
- New Mexico Rural Water Association Fall Conference, RATES Program presentation, Las Cruces, NM, October 3, 2012. *This session followed similar sessions presented over the years.*
- National Rural Water Association, SimpleRates and the RATES Program presentation for WaterPro conference, Nashville, TN, September 24, 2012. *This session followed similar sessions presented over the years.*
- Rate setting workshops, Kansas Rural Water Association, September 11-13, 2012, in Salina, Tonganoxie and Iola, Elmer Ronnebaum, General Manager, (785) 336-3760. *These workshops follow rate and asset management workshops over the years.*
- Wyoming RATES Program presentations for Wyoming Association of Rural Water Systems, April 17 and 18, 2012, Mark Pepper, Executive Director, (307) 436-8636. *This session followed many similar sessions held over the years.*
- "User Rates" workshop for Minnesota Rural Water Association, October 13, 2011, Ruth Hubbard, Administrator, (218) 685-5197. *This workshop followed workshops done in 2009 and 2007.*
- Three "User Rates Made Simple" workshops for Virginia Rural Water Association, March, 2011. *These followed another workshop in 2010.*
- Two "User Rates Made Simple" workshops for Missouri Rural Water Association, October 19 & 21, 2010, John Hoagland jhoagland@moruralwater.org, Executive Director, (573) 657-5533 and Randy Norden morden@moruralwater.org, Deputy Executive Director, (417) 988-9911. *These followed workshops and conference sessions on rate setting and asset management over several prior years.*

I have had the pleasure of sponsoring and co-training with Mr. Brown on numerous occasions. A few years ago Mr. Brown presented a series of rate study and asset management seminars across the State of Wyoming for me. His presentations and experience were highly received by all. For months after the seminar tour I was asked by many communities and rural water systems for more of Mr. Brown's information. Because of the reputation of Mr. Brown's excellent programs we were able to receive funding from a regulatory agency to fund his training. This training led to better operating water systems.

Carl's training is very comprehensive. When attendees leave one of his seminars they wonder why they did not analyze their rates or use asset management tools in the past. They immediately realize the benefits of these programs.

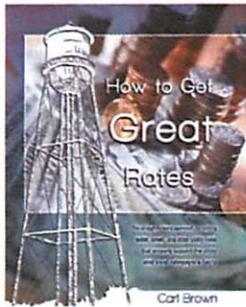
–Tom Arnbrister, Training Specialist
Formerly with Wyoming Association of Rural Water Systems and Evergreen Rural Water of Washington

While Carl has always been an expert on setting water rates, he has not always been an expert on small systems and practical rural politics. That said, over the years I've seen Carl study and educate himself in the ways of the "rural" system. Today, he not only understands the "numbers" of the rate setting process, but the practical aspect of selling the "numbers" to local decision-makers AND the public. Whether your system is large or small, technically advanced or barely in the 21st Century, there's none better in the business of rate setting than Carl Brown.

–John Hoagland, Executive Director
Missouri Rural Water Association

- “Getting Ratepayers Involved in Rate Setting in a Positive Way” session for National Rural Water Association annual conference, September 29, 2010, Bill O’Connell, Program Manager, (580) 736-6259
- One budgeting and one rate setting session in a workshop for Wyoming Association of Rural Water Systems, July 14, 2010, Kathy Weinsaft, Training Specialist, (307) 262-3943. *These sessions followed several workshops in 2007 and 2008.*

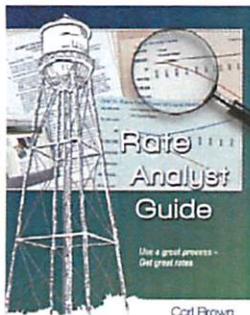
Publications and Resource Development



Mr. Brown writes guidance and software programs prolifically. All free items are available at gettinggreatrates.com/ under the “Freebies” link. For sale items are located under the “Store” link.

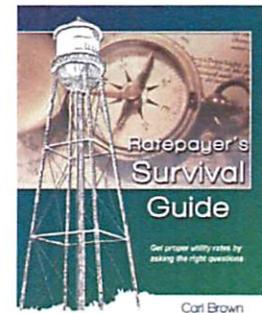
Resources include:

- AI Calculator© – a do-it-yourself rate affordability index calculation spreadsheet
- SimpleRates© – a do-it-yourself rate calculation program



- “How to Get Great Rates” – a book on rate setting for community and system leaders, second printing August, 2010.

- “Articles Collection” – three dozen published articles on rates, asset management and related issues.
- “Ratepayer’s Survival Guide” – a guide for ratepayers (and systems) that shows what they can do to foster fair and adequate utility rates.



- “Rate Analyst Guide” – a guide to show utilities why, when and how to solicit and select rate analysts.

- The Missouri “Clean Water State Revolving Fund Rate Assist Program,” available at http://dnr.mo.gov/env/wpp/srf/srf-app_guid.htm, is a model rate setting program.
- “GettingGreatRatesLater©” – a model financial statement for Microsoft Excel.

Compliment: Given by E-mail dated July 26, 2013:

Mr. Brown,

We are Wyoming's newest Town, Star Valley Ranch. We assumed the water utility in 2007. WARWS did a lot of training of our Council and Water Operators. One of the most important things they did was put us in touch with you.

We have a very disgruntled water user who believes we are gouging him. I was on the witness stand yesterday for over 3 1/2 hours testifying at a hearing before the Wyoming Public Service Commission's fact finding panel. I quoted you and your book several times. Thanks, it gave me the confidence we were on solid ground with our rates. I am delighted you and the (Wyoming Association of Rural Water Systems) are working together.

Thanks again,

Boyd Siddoway, Mayor, Star Valley Ranch, Wyoming

Testimonial: Five states have a "RATES Program," all of which are served by Carl Brown Consulting. Following is a letter from the "Letters" section of "The Kansas Lifeline" magazine, March, 2013 edition concerning that service:

I am writing to KRWA (Kansas Rural Water Association) staff member Greg Duryea to let you know how pleased the City of Hiawatha is with the services that we have received from Carl Brown and Carl Brown Consulting over the course of the last three weeks.

The City of Hiawatha had the pleasure of sending staff members to the utility rate setting training that was offered by KRWA this fall, which was presented by Carl Brown. The staff members brought home his guidebooks and we were planning to utilize them to assess our utility rates after the beginning of 2013. In late November the City Commission determined that it was in our best interest to move forward with analyzing our rates sooner rather than later so that we could implement them hopefully by the end of the year or in early January 2013. Realizing that I would not be able to fully do the analysis justice in such a short timeframe, I contacted Carl Brown to see if he would be able to help the City out in our quest. Mr. Brown was realistic that most rate studies take approximately six months. But, if our staff were willing to put forth the effort, he would do his best to help us out.

The City received and approved a proposal for a two utility rate analysis on December 3, 2012; we immediately, the next day began providing Mr. Brown the requested data for the analysis of the two utilities. His requests were easy to understand and simple to fulfill with the dedicated efforts of City staff to the project. The drafts that Mr. Brown returned when seeking additional information were easy to read which made it much easier to review with him and identify any changes that needed to be made or additional information that he needed.

On December 19, less than three weeks after we started the rate analysis with Mr. Brown we received the final draft to review and are in the process of setting up a time for him to come and present the findings to the City Commission. Our work with Mr. Brown has been a pleasure from start to finish and the speed with which he has been able to complete the analysis in a format that can be understood with very little explanation provides a solid framework for the City regarding our utility rates moving forward.

Sincerely,

Lynne Ladner, City Administrator, Hiawatha, Kansas

ROCKBRIDGE COUNTY PUBLIC SERVICE AUTHORITY

150 SOUTH MAIN STREET, LEXINGTON, VIRGINIA PHONE: 540-463-4329 FAX: 540-463-3126



April 21, 2011

Mr. Carl E. Brown, President
Carl Brown Consulting, LLC
1014 Carousel Dr.
Jefferson City, MO 65101

Dear Mr. Brown,

I want to thank you for the great work you did for us, assisting ahead of a significant financial transition phase. Not only was your report complete and easy to understand, but your presentation helped our board and county staff to understand rates, and the variables and complexity involved in developing them. Our capital fee structure in particular will be revised, to encourage commercial development.

Working with you was an easy and pleasurable experience for our management staff. I have no doubt we will keep up our rate study analyses in the future, especially since your fees are very competitive. I have told other utilities about your work, and will continue to do so.

If you ever need a reference, please give me a call.

With best regards,

A handwritten signature in cursive script, appearing to read "Karen S. Austin".

Karen S. Austin
Executive Director

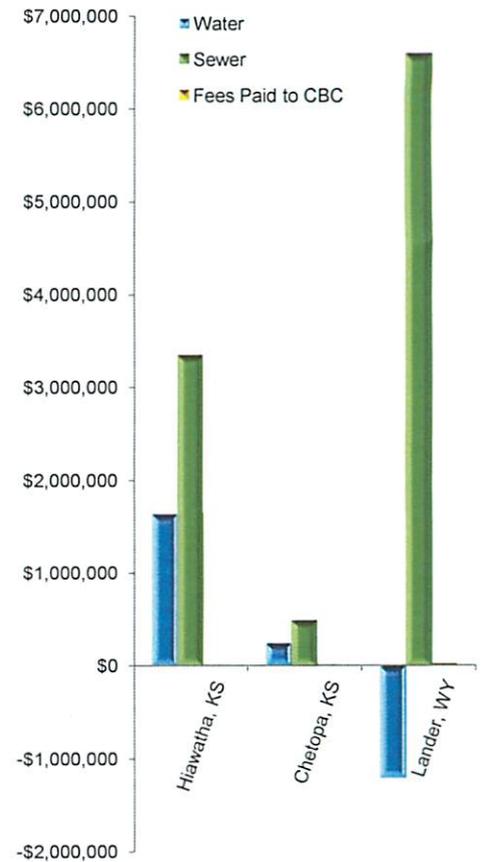
RATES Program Project Status as of 1/28/14

Client	Project	Status	5-year Gain in Cash on Hand + Reserves After Analysis		Fees Paid to CBC	Client Return on Investment
			Water	Sewer		
Hiawatha, KS	Water & sewer rate analysis	2013 complete	\$1,635,092	\$3,348,430	\$8,894	56032%
Chetopa, KS	Water & sewer rate analysis	2013 complete	\$239,092	\$485,520	\$8,456	8569%
Lander, WY	Water & sewer rate analysis	2013 complete	-\$1,201,875	\$6,591,062	\$13,052	41290%
Ellsworth, KS	Water & sewer rate analysis	2014 Started				N.A.
Atwood, KS	Water & sewer rate analysis	2013 Started				N.A.
Montgomery Co. S.D. #2, Independence, KS	Wholesale sewer rate dispute with treater - Independence	2013 Started				N.A.
Powell, WY	Water & sewer rate analysis	2013 Started				N.A.
RAD Water Users Coop, Tucumcari, NM	Wholesale water rate dispute with supplier - Tucumcari	2013 Started				N.A.
Prince George County, VA	Water & sewer rate analysis	2014 Started				N.A.
Sums of \$s and Weighted Average %:			\$672,309	\$10,425,012	\$30,402	36502%
Grand Total of Gains Over 5 Years:			\$11,097,321			

Pending Proposals:

Junction City, KS
 Bedford Regional Water Authority, Bedford, VA
 City of Cody, WY

RATES Program Projects: 5-year Gain in Cash on Hand + Reserves After Analysis



What We Need From You to Analyze Your Rates

We can glean 90 percent of the information and data we need from documents for the test year described in the following table. The test year is the one-year period from which we will examine data. That will be your last fiscal year, if it finished fairly recently. If your last fiscal year finished over eight months ago, you should give us data from the first half of the current fiscal year and the last half of last fiscal year.

Document that we need	What we get or can calculate from it
Usage file, electronic (Excel preferred)	Volume used by each customer each billing period, or by user classes each billing period (see page 2 for details)
Rates and fees chart*	Rates, fees and surcharges paid by customers and properties
Policies and ordinances	An understanding of how you manage the system, how you charge and deal with late payers, new connections, etc.
Agreements with special customers and service providers	Rates, fees, demand surcharges, etc. paid by special customers (or you) and discounts, waivers and limits on future rate increases
Detailed balance sheet	Ending balances for the year prior to the test year
Detailed income and expense statement	User fees, surcharges, connection fees and all other incomes actually collected; and all expenses actually paid during the "test year" which is the year from which all analysis data will be drawn
Equipment replacement schedule for next 20 years	Estimated equipment replacement needs, timing and costs. If you don't have a schedule, together we will create one.
Capital improvement plans (CIP) for next 10 years	Estimated capital improvement needs, timing, costs and how you plan to pay those costs. If you don't have a CIP, together we will create one.

*Note: If rates and fees were adjusted during the test year you need to give us the previous rates and fees chart, too and tell us on what date the rates and fees were adjusted.

We get another five percent of the information we need when you send us these things:

- For water and sewer systems, the total master metered flow through the system and your estimate of water loss (water systems) or inflow and infiltration (sewer systems). This enables us to check your billing and collection rates and leakage rates.
- Your best estimates of changes that will happen to your operating costs and incomes, growth in user connections, and anything else that may change during the next 10 years. If in the next 10 years you may hire new staff, switch to contract operations, begin or end buying or selling wholesale service, connect more or fewer new customers than you did during the test

year, build new facilities or make other significant changes, we need to know about those things so we can model them.

Before we start we don't know what other information we will need from you. This part of the analysis depends on your situation and what you want to make of it. The rate modeling exercise and talking with you will tell us what else we need to know and do.

More About Usage Data

To accurately model future rates that may not be structured like your current rates (that almost always happens), we need detailed usage data. This data is most readily usable if you can save it as a delimited text file (call for an explanation) or export it from your billing program into a Microsoft Excel spreadsheet and e-mail it to us. Most modern billing programs will do this directly and fairly easily. We can usually talk you through it. This is important data. Dynamic modeling cannot be done without it.

In a spreadsheet format we're looking for columns of data that include these criteria:

- An identifier of the customer type (residential, commercial, industrial, etc.) If a customer pays a rate that is different compared to all other users, that user is a unique customer type,
- The month or other billing period when the use occurred, and
- The usage volume itself.

In spreadsheet format your data file should look something like the following table where each row represents each user's volume use during each month (or other billing period) of the test year. For example, in January the first customer, a commercial customer, used 1,900 gallons.

Cust Type	Volume in Gallons During Each Month of the Test Year											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
C	1,900	2,000	1,800	1,900	1,900	1,500	700	1,800	1,800	1,200	2,500	1,800
C	0	0	0	0	0	0	0	0	0	0	0	0
C	0	900	1,100	1,300	900	1,000	1,000	1,100	1,100	800	1,300	1,200
C	100	3,600	3,100	2,000	300	1,800	2,200	1,000	1,600	300	1,000	3,500
R	1,400	1,300	1,900	1,800	1,400	1,100	3,400	1,400	1,400	1,100	1,700	1,400
R	0	600	0	6,700	0	0	5,800	1,900	1,900	2,500	1,300	0
R	400	300	500	400	700	500	700	500	500	300	600	500
R	2,200	2,000	1,800	2,400	1,800	1,900	3,100	1,700	1,700	1,600	1,800	1,800
R	And so on											

Rather than have all customers in the same table (or delimited text file) you might find it easier to make a separate table or file for each customer class – residential in one file, commercial customers in another file, etc.

Compile the usage data for the same time period (the "test year") that rate and financial is drawn from.

Gather up your data and information, send it to us quickly (preferably by e-mail) and we'll have your rate analysis done very soon. If you have questions about anything, call before investing time gathering data. We don't want you to waste your time gathering data that is not needed or doing it in a way that is time consuming.

MEETING DATE: JUNE 30, 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

BUREAU OF LAND MANAGEMENT RIGHT OF WAY GRANT

ACTION:

Authorize the Mayor to sign a right of way grant agreement between the City of Cody and the Bureau of Land Management for the Sulphur Creek Sewer Crossing.

SUMMARY

In 1994, the City of Cody entered into a right of way grant agreement for the Sulphur Creek Sewer Crossing and associated sewer main that traverses across lands owned by the Bureau of Land Management. This sewer main carries the effluent from the areas commonly referred to the West Strip, Spirit Mountain Subdivision, Valley View Subdivision, Chugwater Rims Subdivision and all lands South and West of Sulphur Creek. Without the right of way agreement, the City would not be able to serve these areas with sewer.

The original right of way grant agreement expires in December, 2014. This new agreement, if approved, will be valid for another 20 years.

FISCAL IMPACT:

Because the City of Cody is a local governmental entity, pursuant to federal regulations at 43 CFR 2806.14(a)(2); no rental fee is assessed for the right of way agreement.

ALTERNATIVES

1. Authorize the Mayor to sign a right of way grant agreement between the City of Cody and the Bureau of Land Management for the Sulphur Creek Sewer Crossing.

RECOMMENDATION

It is the staff's recommendation that the Council authorizes the Mayor to sign a right of way grant agreement between the City of Cody and the Bureau of Land Management for the Sulphur Creek Sewer Crossing.

ATTACHMENTS

Bureau of Land Management Right Of Way Grant Agreement

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER WYW-89615
RENEWAL

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

City of Cody
P.O. Box 2200
Cody, WY 82414

receives a right to construct, operate, maintain, and terminate a buried sanitation sewer line, on public lands described as follows:

Sixth P.M., Wyoming
T. 53 N., R. 102 W., sec. 36, Lots 6 and 10.

- b. The right-of-way or permit area granted herein is 30 feet wide for a length of 839.32 feet and 150 feet wide for a length of 929.9 feet and contains 3.53 acres, more or less.
- c. This instrument shall terminate on December 31, 2014, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of the renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors or assignees, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant. This grant replaces the original grant which expires on December 20, 2014.

3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. Rental is exempt for local government entities, pursuant to federal regulations at 43 CFR 2806.14(a)(2); no rental is assessed.

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter, not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit A (area map), Exhibit A-1 (project map), and Exhibit B (Additional Stipulations), dated June 11, 2014, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. In case of a change of address, the holder shall immediately notify the Cody Field Manager, hereinafter referred to as the authorized officer.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way renewal grant, WYW-89615,



(Signature of Holder)

(Signature of Authorized Officer)

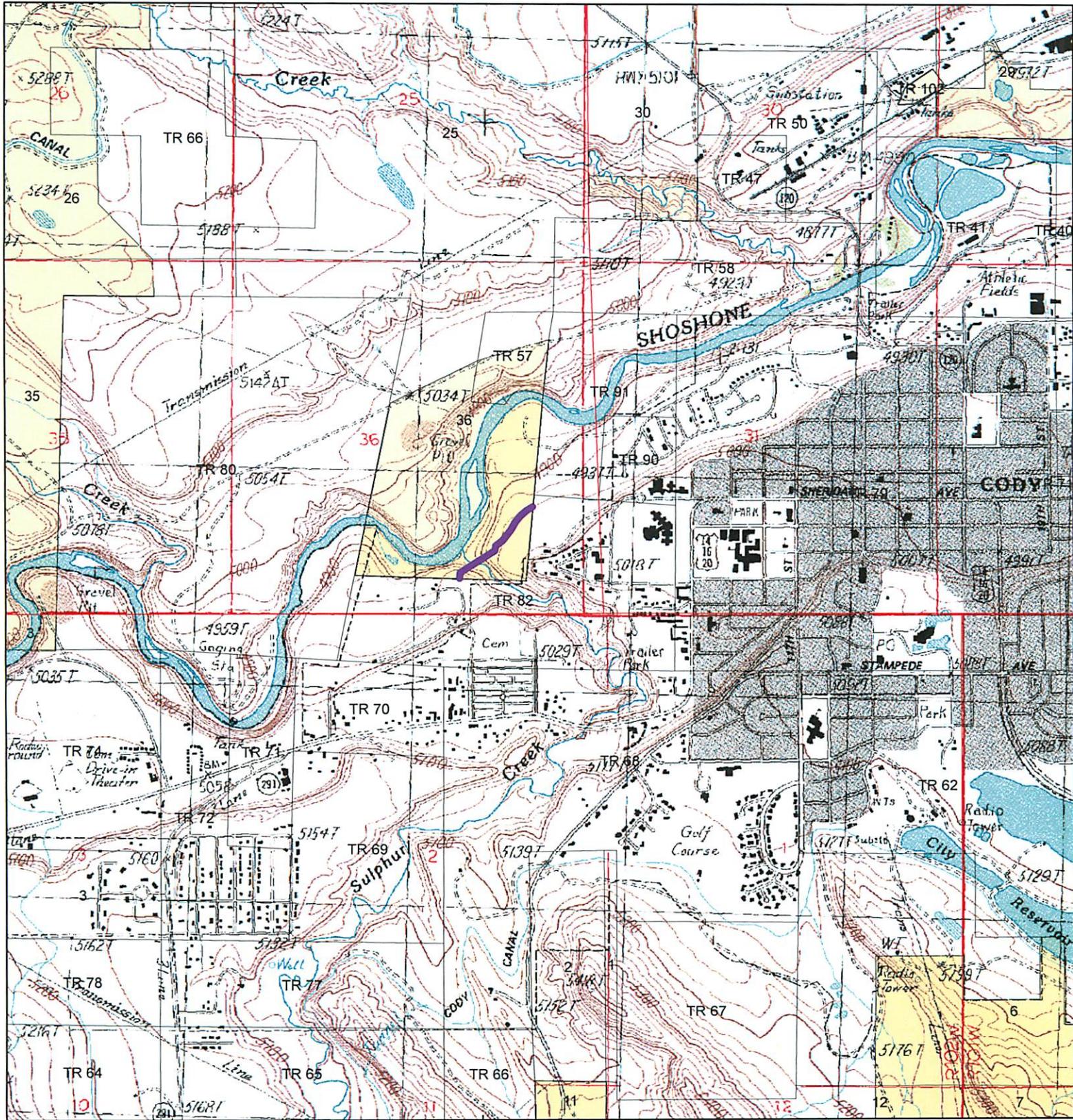
(Title)

(Title)

(Date)

(Effective Date of Grant)

WYW-89615 Renewal City of Cody Water Line T. 53 N., R. 102 W., Sec. 36, Lots 6, 10



Legend

1:24,000

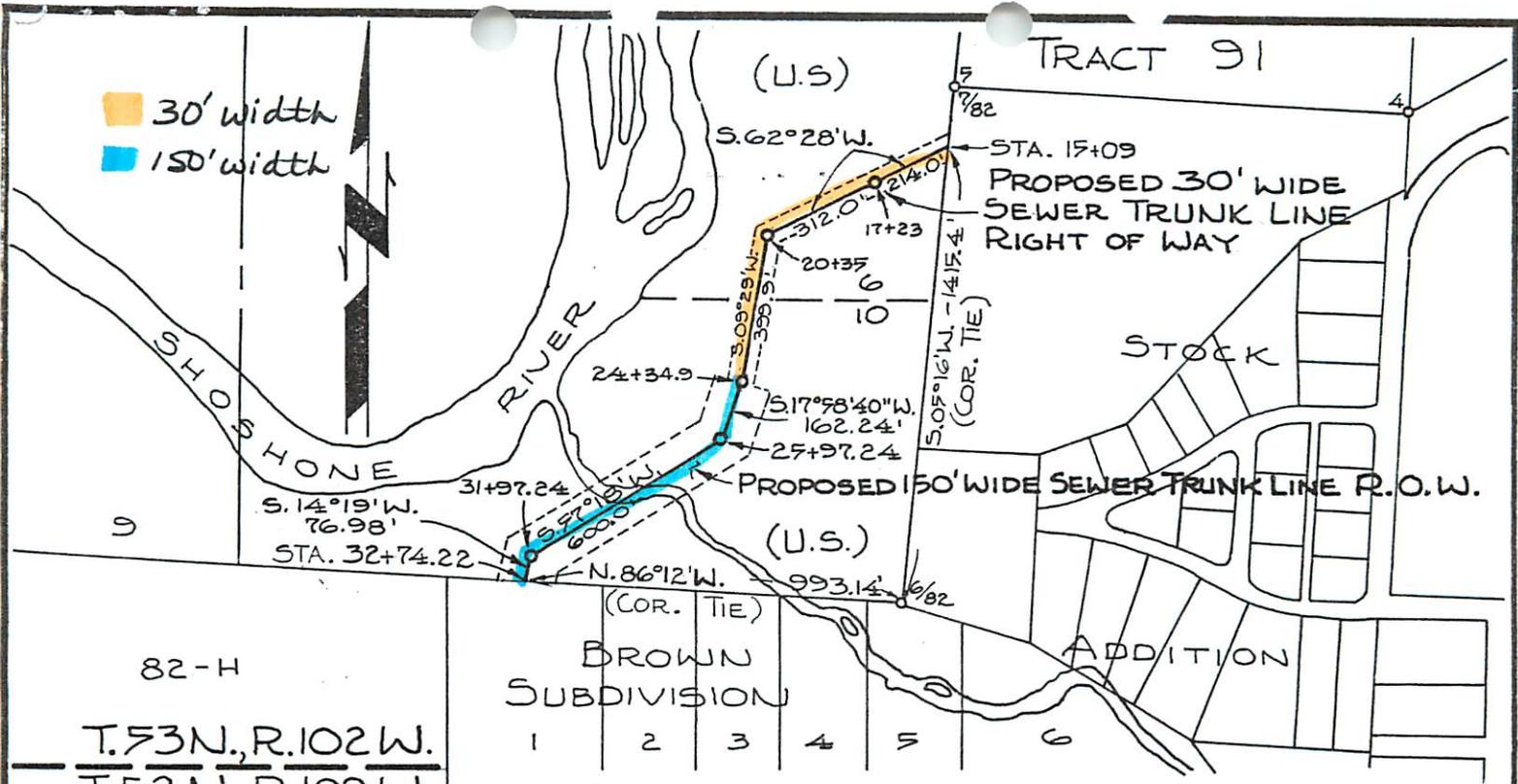
ROW_1

WYW-89615



EXHIBIT A
JUNE 11, 2014





PLAN

SCALE: 1" = 500'

NOTE

TOTAL DISTANCE OF BURIED SEWER MAIN ACROSS BUREAU OF LAND MANAGEMENT LANDS EQUALS 1767.22 FEET.

CERTIFICATE OF APPLICANT

THIS IS TO CERTIFY THAT DARVIN D. DIETZ, WHO SUBSCRIBED THE STATEMENT HEREON IS THE PERSON EMPLOYED BY THE UNDERSIGNED APPLICANT TO PREPARE THIS MAP, WHICH HAS BEEN ADOPTED BY THE APPLICANT AS THE APPROXIMATE FINAL LOCATION OF THE WORKS THEREBY SHOWN, AND THAT THIS MAP IS FILED AS A PART OF THE COMPLETE APPLICATION, AND I FURTHER CERTIFY THAT THE RIGHT-OF-WAY HEREIN DESCRIBED IS DESIRED FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF A BURIED SEWER TRUNK LINE.

Dorse Miller Jr.

SIGNATURE OF APPLICANT

MAYOR - CITY OF CODY
TITLE

AUTHORIZATION
NO. W-89615
AMENDING THIS MAP

EXHIBIT A-1
JUNE 11, 2014



CERTIFICATE OF ENGINEER

STATE OF WYOMING }
COUNTY OF PARK } SS
DARVIN D. DIETZ STATES HE IS BY OCCUPATION A PROFESSIONAL ENGINEER EMPLOYED BY THE CITY OF CODY TO MAKE THE SURVEY OF THE BURIED SEWER TRUNK LINE LOCATION AS DESCRIBED AND SHOWN ON THIS MAP; THAT THE SURVEY OF SAID WORKS WAS MADE UNDER HIS SUPERVISION AND UNDER AUTHORITY, COMMENCING ON THE 14TH OF MARCH, 1984; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS MAP.

WYOMING REGISTRATION No. 696 P.E. & L.S.

Darvin D. Dietz

DARVIN D. DIETZ
REVISED APRIL, 1986

CITY OF CODY
CODY, WYOMING
MAP SHOWING
RIGHT OF WAY REQUIRED
FOR A
SEWER TRUNK LINE
IN
LOTS 6 & 10 - SECTION 36 - T.53N., R.102W.
GRAHAM, DIETZ & ASSOC. - CONSULTING ENGRS
CODY, WYOMING - NOVEMBER, 1984

ADDITIONAL STIPULATIONS
WYW-89615
EXHIBIT B

- h. Cultural Resources, Standard Stipulation The holder of this authorization shall immediately bring any objects or resources of cultural value discovered as a result of operations under this authorization to the attention of the authorized officer. The holder shall suspend all activities in the vicinity of such a discovery until notified to proceed by the authorized officer.

Cultural Resources, Standard Stipulation The holder is responsible for informing all persons associated with this project that they may be subject to prosecution for knowingly damaging, altering, excavating or removing any archaeological, historical, or vertebrate fossil objects or site. If archaeological, historical, Native American, or vertebrate fossil materials are discovered, the holder is to suspend all operations that further disturb such materials and immediately contact the authorized officer. Operations are not to resume until written authorization to proceed is issued by the authorized officer.

The authorized officer will evaluate, or will have evaluated, such discoveries not later than five working days after being notified, and will determine what actions shall be taken with respect to such discoveries. The decision as to the appropriate measures to mitigate adverse effects to significant cultural or paleontological resources will be made by the authorized officer after consulting with the holder.

The holder is responsible for the cost of any investigations necessary for the evaluation and any mitigative measures required by the authorized officer. The authorized officer will provide technical and procedural guidelines for the conduct of evaluation and mitigation. Upon verification from the authorized officer that the required evaluation and/or mitigation have been completed, the holder will be allowed to resume operations.

Human Remains

If human remains are discovered or suspected, the holder shall suspend operations immediately, physically guard the area, and notify the Bureau of Land Management immediately.

- i. The holder shall not initiate any construction or other surface-disturbing activities on the right-of-way without the prior written authorization of the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

June 11, 2014

- j. The holder shall contact the authorized officer at least five days prior to the anticipated start of construction and/or any surface-disturbing activities. The authorized officer may require and schedule a pre-construction conference with the holder prior to the holder commencing construction and/or surface-disturbing activities on the right-of-way. The holder and/or his representatives shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface-disturbing activities associated with the right-of-way shall also attend this conference to review the stipulations of the grant, including the plan(s) of development, if applicable.
- k. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
- l. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

Prior to any surface-disturbing activities, an invasive plant survey will be conducted by a qualified vegetation specialist, if necessary. This assessment will show the location and species of invasive or noxious plants. These findings will be presented to the Bureau of Land Management.

Mobile equipment being transported from an offsite location to the Bureau of Land Management project area should be cleaned prior to arrival using water, steam, or air-pressurized cleaning methods to remove any invasive or noxious weed seed and plant parts or materials that could contain seeds or plant parts. When appropriate, identify sites generally off public lands where equipment can be cleaned. Seeds and plant parts need to be collected and disposed of appropriately.

Holders will be responsible for suppression and/or control of any invasive or noxious plant species within the authorized area. If chemical herbicide control methods are used on public lands, only Bureau of Land Management-approved chemicals and application methods will be permitted. A Pesticide Use Proposal (PUP) must be submitted and approved by the Bureau of Land Management before initiating chemical control methods.

All mulch, seed and other vegetative reclamation materials must be certified weed free. If available, all sand, gravel, and fill materials shall be certified weed free.

- m. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land

Management Cadastral Survey corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority, if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

- n. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 4 inches deep, the soil shall be deemed too wet to adequately support construction equipment.
- o. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
- p. Prior to discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State, or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipater at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of the discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.
- q. Ninety days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, re-contouring, topsoiling or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.
- r. The holder shall seed all disturbed areas, using an agreed-upon method suitable for the location as determined by the authorizing officer. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation after the first growing season.
- s. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the

authorized officer. (A regular maintenance program shall include, but is not limited to, blading, ditching, culvert installation, and surfacing).

- t. Holder shall save, hold harmless, defend, and indemnify the United States of America, its agents and employees for losses, damages, or judgments and expenses on account of bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the maintenance or use of the permitted land use by the holder, his employees, subcontractors, agents, social guests, licensees, permittees, or invitees.
- u. The holder will inspect the construction area for the presence of Utility Facilities both surface and subsurface, and notify the Wyoming One Call System, 1-800-849-2476, before any construction activities begin. The holder will use extra safety precautions when working near or around pipelines, powerlines, power poles, underground cables, or other utility installations.
- v. Standard Paleontological Resource Protection Stipulation
 - 1. **Collecting:** The project holder and/or his agent (s) is responsible for informing all persons associated with this project, including employees, contractors and subcontractors under their direction that they shall be subject to prosecution for damaging, altering, excavating or removing any vertebrate fossils or other scientifically-significant paleontological resources from the project area. Collection of vertebrate fossils (bones, teeth, turtle shells) or other scientifically-significant paleontological resources is prohibited without a permit. Unlawful removal, damage, or vandalism of paleontological resources will be prosecuted by Federal law enforcement personnel.
 - 2. **Discovery:** If vertebrate or other scientifically-significant paleontological resources (fossils) are discovered on Bureau of Land Management-administered land during operations, the holder and/or his agent(s) shall suspend operations that could disturb the materials, and immediately contact the Bureau of Land Management Cody Field Office Manager (authorized officer). The authorized officer would arrange for evaluation of the find by a Bureau of Land Management geologist or paleontologist within an agreed timeframe and determine the need for any mitigation actions that may be necessary. Any mitigation would be developed in consultation with the holder and/or his agent(s) who would be responsible for the cost of site evaluation and mitigation of project effects to the paleontological resources. Depending on site evaluation, operations within 50 feet of a paleontological discovery will not be resumed until written authorization to proceed is issued by the authorized officer.
 - 3. **Avoidance:** All vertebrate or scientifically-significant paleontological resources found as a result of the project/action will be avoided during operations. Avoidance in this case means "No action or disturbance within a distance of at least 50 feet of the outer edge of the paleontological locality."

MEETING DATE: JULY 2, 2014
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RYAN SELK, SUPERVISOR
PARKS
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT
Wyoming Insect Management Grant (EIMPA)

ACTION TO BE TAKEN:

Motion to approve the Mayor signing a contract accepting a \$2,000 matching grant from the Wyoming Department of Agriculture to be used to provide supplemental help to manage West Nile Virus outbreaks caused by mosquitos.

SUMMARY OF INFORMATION:

City staff will use larvacide dropped into shallow stagnant bodies of water at the golf course, Beck Lake, City Shop ponds and in strategic areas along the Shoshone River. The larvacide is in a pellet form and kills only mosquito larva. The larvacide treatment is effective for 30 days before retreatment occurs.

Seasonal and full time staff will be utilized to collect live samples of adult and larva stage mosquitos for the purpose of identifying the Culex Tarsalis mosquito which is the carrier of the West Nile Virus, once this type of mosquito has been identified the staff will begin treatment city wide and will repeat treatment every 30 days until the mosquito larva season ends, usually in late August.

FISCAL IMPACT

Not to exceed \$4,000 total budget, \$2,000 from City and \$2,000 from EIMPA.

ALTERNATIVES

Do not accept the grant and do not offer the program.

ATTACHMENTS

1. Copy of EIMP Grant Agreement between WY Department of Agriculture & City of Cody
2. State of Wyoming Payment Voucher

AGENDA ITEM NO. _____

**EMERGENCY INSECT MANAGEMENT PROGRAM GRANT AGREEMENT
BETWEEN WYOMING DEPARTMENT OF AGRICULTURE
AND
CITY OF CODY**

1. **Parties.** The parties to this Grant Agreement [Agreement] are the Wyoming Department of Agriculture [Agency], whose address is: 2219 Carey Avenue, Cheyenne, Wyoming 82002, and the City of Cody [Grantee], whose address is: P.O. Box 2200, Cody, Wyoming 82414.
2. **Purpose of Grant Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Agency shall distribute funding to the Grantee for the 2014 City of Cody Mosquito Management Project [Project], as described in Grantee's Emergency Insect Management Grant Application, which is attached to this Agreement as Attachment A and incorporated herein by this reference.
3. **Term of Grant Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The term of the Agreement is from the Effective Date through December 31, 2014. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

By law, Contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all Contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay the Grantee for the services described herein and in Attachment A. The total payment under this Agreement shall not exceed two thousand dollars (\$2,000.00). The source of these funds is State. Payment shall be made from the BFY 13 0451 Budget. Payment shall be made within forty-five (45) days of Agency's receipt and approval of Grantee's voucher. Payment shall be made upon submission of voucher pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit voucher in sufficient detail to ensure that payments are made in conformance with this Agreement. Grantee may use grant funds to pay for Project services performed before the Effective Date of this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees to:
 - A. Submit a signed voucher to the Agency requesting the Emergency Insect Management Project Grant funds.
 - B. Perform the proposed tasks and activities for the Mosquito Control Project described in Attachment A.
 - C. Conduct Project activities while concurrently abiding by all applicable state and federal regulations, including but not limited to:

- (i) Wyoming Pollution Discharge Elimination System [WYPDES].
- D. Notify Agency immediately before making any program changes from original objectives or methodology as described in Attachment A.
- E. The Grantee acknowledges that monitoring of Project progress may occur during the Grant Period, and audits may take place during Project and up to five (5) years after Project completion.
- F. Maintain and retain accurate records on completed Project for five (5) years, starting from the date Grantee's final report is approved by the Agency.
- G. Provide a match of two thousand dollars (\$2,000.00) as stated on page one (1) of Attachment A. If the full match is not met, Grantee agrees to provide a narrative explaining the factors that resulted in shortages from original budget submitted.
- H. Notify registered beekeepers in their treatment areas.
- I. Submit to the Agency, a final report consisting of Appendices D, E, and F of the Grant application. Copies of Appendices D, E, and F can be located on the Agency's website at <http://agriculture.wy.gov/>. The final report is due upon completion of the Project and no later than December 31, 2014. Failure to submit the final report by the due date shall disqualify Grantee for future Emergency Insect Management Project Grant funding. The final report shall include:
 - (i) Status of Mosquito Control Project tasks and activities that have been performed;
 - (ii) List of Subgrantees who received Emergency Insect Management funding as outlined in Attachment A;
 - (iii) Detailed accounting information about grant funds and cash and in-kind matching funds used for the Mosquito Project described in Attachment A;
 - (iv) Monitoring data as required by Appendix E and F of the Grant application;
 - (v) Verification that all applicators were properly licensed with the Agency;
 - (vi) Verification that any contracted pesticide aerial applicators have properly licensed all applicator airplanes with the Agency; and
 - (vii) Success of the Mosquito Control Project, including proposed versus actual outcomes.
- J. Return to the Agency with the final report, any unused Emergency Insect Project Management Grant funds that have not been expended by completion of Grantee's

Project. All unused funds shall be returned with the final report, no later than December 31, 2014.

- K. Non-compliance with the responsibilities of the Grantee as listed above may impact Grantee's future funding from the Emergency Insect Management Grant Program.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. After the Effective Date of this Agreement, submit funds to Grantee in accordance with Section 4 above.
- B. Notify Grantee of the date final report is approved by the Agency, for document retention purposes as detailed in Section 5(F) above.
- C. Review the Grantee's voucher and written reports/deliverables within forty-five (45) days of receipt of each. Notify Grantee of any changes that need to be made to any documents received/approval within the same forty-five (45) days.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Americans with Disabilities Act.** The Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- C. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- E. **Audit/Access to Records.** The Agency and any of its representatives shall have access to any books, documents, papers, and records of the Grantee which are pertinent to this Agreement.

- F. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Agreement to acquire similar services from another party.
- G. Award of Related Agreements.** The Agency may undertake or award supplemental or successor grant agreements for work related to this Agreement. The Grantee shall cooperate fully with other Grantees and the Agency in all such cases.
- H. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- I. Confidentiality of Information.** Records shall be made available in response to requests received under the Freedom of Information Act only when such information may be released in compliance with 45 CFR 5.61, et seq., and all other applicable federal and State statutes and regulations.
- J. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, and Attachment A, [Grantee's Emergency Insect Management Grant Application], consisting of eleven (11) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- K. Extensions/Renewals.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize

delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Independent Grantee.** The Grantee shall function as an independent Grantee for the purposes of this Agreement and shall not be considered an employee of the Agency for any purpose. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents and/or employees to act as an agent or representative for or on behalf of the Agency or to incur any obligation of any kind on the behalf of the Agency.
- O. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- P. Limitations on Lobbying Activities.** By signing this Agreement, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- Q. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its sub-Grantees. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- R. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- S. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.
- T. Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its sub-Grantees will violate any such restriction. The Grantee shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- W. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- X. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated immediately for cause, if the Grantee fails to perform in accordance with the terms of this Agreement.
- Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this

Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- AA. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

AGENCY:
Wyoming Department of Agriculture

Jason Fearneyhough, Director

Date

Hank Uhden, Manager, Technical Services

Date

GRANTEE:
City of Cody

Nancy Tia Brown, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Robert L. Lanter # 113722
Robert L. Lanter, Senior Assistant Attorney General

6-2-14
Date

MEETING DATE:	JUNE 26, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

AGENDA ITEM SUMMARY REPORT
Special Use Agreement

ACTION:

Authorize the Mayor to sign the attached Special Use Agreement between the City of Cody and Mountain Construction. The Special Use Agreement allows Mountain Construction to operate gravel crushing and other processing equipment on City of Cody property at the West Pit location.

BACKGROUND:

On August 6, 2013 the City Council authorized the Mayor to sign a similar Special Use Permit with Mountain Construction. That special use permit expired in November. Mountain Construction has not completed their contract work on the Cody-Powell corridor project, but the expected date is October, 2014. The Special Use Agreement under consideration will allow Mountain to continue to operate within the City of Cody property on the West Strip until the 1st of December, 2014.

FISCAL IMPACT

None. The Stampede Board previously paid the City of Cody \$2,000 on behalf of Mountain Construction to compensate for the use of the City lands.

ALTERNATIVES

Approve, table, or deny the request.

RECOMMENDATION

Staff recommends the Council authorizes the Mayor to sign the Special Use Agreement between the City of Cody and Mountain Construction..

ATTACHMENTS

Special Use Agreement

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

SPECIAL USE AGREEMENT

This agreement is made at Cody, Wyoming on the _____ day of _____, 2014, by and between the City of Cody, a municipal corporation organized under the laws of the State of Wyoming, hereinafter referred to as "CITY", and Mountain Construction, a Wyoming corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, it is the desire of the parties to allow CONTRACTOR to operate a gravel crushing operation on CITY property.

NOW, THEREFORE, in consideration of the above, the parties stipulate and agree as follows:

1. CONTRACTOR agrees to assume all liability associated with the operation and specifically agrees to hold harmless and indemnify the CITY from any and all claims that may arise as a result of CONTRACTOR'S business operation on CITY property, including but not limited to reasonable attorney's fees and costs.
2. CONTRACTOR agrees to obtain any and all necessary state and federal permits in order to operate a gravel crushing business. *and other processing equipment. (DF)*
3. CONTRACTOR agrees to abide by all OSHA and MSHA safety requirements in conducting said operation. CONTRACTOR shall be solely responsible for taking appropriate safety measures and for taking steps to secure the site for the protection of employees, third parties, guests, invites and others on the site, including but not limited to appropriate signage and barriers to prevent and discourage trespassers.
4. CONTRACTOR agrees to identify all subcontractors of CONTRACTOR required to be on the crushing site and further agrees to hold the CITY harmless and indemnify the CITY from any and all claims that may result from the actions of said subcontractors, including but not limited to reasonable attorney's fees and costs.
5. CONTRACTOR agrees to provide the CITY with emergency contact names and telephone numbers.
6. CONTRACTOR agrees to make certain the gates are locked and secured at the end of each day.
7. CONTRACTOR agrees that all CITY property, subject to this Agreement, shall be restored to its original condition prior to the installation of the crushing operation. Said restoration shall be to the CITY'S satisfaction and shall be the sole responsibility of CONTRACTOR. In the event CONTRACTOR fails to complete said restoration to the CITY'S satisfaction, the CITY shall have the option of restoring the same and CONTRACTOR shall be responsible for all costs incurred therewith.
8. This Agreement shall be in effect until the 1st day of December, 2014.
9. In the event either party is required to seek judicial intervention to enforce the terms of this Agreement the parties specifically agree and stipulate that the prevailing party shall be entitled to all costs and attorney's fees incurred therewith.

SPECIAL USE AGREEMENT

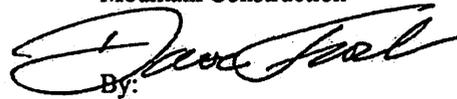
10. This Agreement shall be interpreted under the Laws of the State of Wyoming.
11. The CITY may terminate this agreement at any time upon written notice to CONTRACTOR.

DATED this ___ day of _____, 2014.

THE CITY OF CODY

By:
Mayor Nancy Tia Brown

Mountain Construction



By:
David Frost

Cody-Powell
NH-N291061, NH-N291054, STP-3-N291062 & ARSCT-N291A02

CONTACT PHONE NUMBERS

MOUNTAIN CONSTRUCTION COMPANY

Office	(307) 548-7186	Chris Stevens (Cell)	(307) 254-1862
Office Fax	(307) 548-6976	Eric Smith (Cell)	(307) 272-2827
Stuart Frost (Cell)	(307) 272-5342	Mark Wentz (Cell)	(307) 272-9733
Michael Frost (Cell)	(307) 272-5345	Eric Schaefer (Cell)	(307) 272-3195
David Frost (Cell)	(307) 272-3098	Terry Devyak (Cell)	(307) 254-5560

WYDOT---Cody

Office---Direct Line	(307) 587-2220	Todd Frost (Cell)	(307) 272-3341
Office Fax	(307) 527-6028		

Oftedal Construction

Office	(307) 232-3707
Brad Olsen (Cell)	(307) 267-7652
Mike Schriner (Cell)	(307) 267-3787



City of Cody, WY



SOCIAL MEDIA ACCESS AND ACCEPTABLE USE POLICY

Effective 07/01/2014

PURPOSE

Social media refers to interaction among people that involves creating, sharing, and/or exchanging information and ideas in online communities.

The purpose of the City of Cody's utilization of social media is to leverage online channels to promote a common brand of customer service and provide community members and visitors with information that improves their day-to-day experience in Cody. Social media platforms are an extension of means already used to accomplish communicational goals, and the City of Cody website (cityofcody-wy.gov) will remain the primary Web presence for official information.

This policy outlines appropriate access to and acceptable use of official City of Cody social media platforms. The overarching goal of this policy is to allow employees to engage in social media in a way that promotes the City of Cody yet maintains utmost professionalism and privacy.

The City of Cody encourages the appropriate use of social media, herein described, to further its outreach to community members and provide a public avenue for conversation and inquiry. Employees permitted to use official City of Cody social media platforms will adhere to all standards and expectations outlined in this policy, which may be amended at any time at the request of the City's Administration and as approved by the Governing Body.

PLATFORMS

Facebook is currently the only approved social media platform at the City of Cody.

Additional platforms may be added in the future if management determines that others are necessary and appropriate.

ACCESS

Not all employees will be required to engage in the City of Cody's social media campaign, and, as such, only certain employees will be granted access to social media administration and monitoring features. Staff members who are granted these abilities will be assigned as appropriate by their Departmental Head and approved by the City Administrator.

Before gaining access, employees will undergo training on usability and best practices by the System Administrator, Administrative Services Officer, or designee and/or other versed employees designated by the City Administrator. Following adequate training and approval of the City Administrator, access will be granted. The employee will then be required to connect with the City Administrator, System Administrator, and other notable administrators on the social media platform.

Employees who are granted access are required to create a new professional account that is tied to their City of Cody email address (*username@cityofcody.com*). Any personal accounts that employees may use, or use in the future, are to be kept completely separate from their professional accounts, and official City of Cody activity is only allowed to occur via an employee's professional account. Employees that possess a personal social media account are encouraged to include their middle initial in the display name of their professional social media account (e.g., John A. Smith) to differentiate from their personal social media account display name (e.g., John Smith).

Authentication credentials used to access social media platforms must conform to the City's password standards and requirements.

ACCEPTABLE USE

This policy governs the professional use of City of Cody social media platforms—not personal use in any way. Personal use of social media platforms is prohibited while working on City time and shall not be accessed on City-owned computers and devices. The use of official City of Cody social media platforms to share *personal* views and ideas is also prohibited.

The most typical and appropriate uses for social media at the City of Cody are to disperse time-sensitive or emergency-oriented information and to broadcast marketing or informational messages. Employees with access to the City of Cody's social media platforms are restricted to producing content that is pertinent to the City of Cody and any of its associated services. Personal interaction is not allowed.

Employees are encouraged to utilize official City of Cody social media platforms both during business hours and after business hours, as well as both on City-owned devices and personal devices; however, policies and standards are still to be adhered at all times. Representation of the City of Cody is still to be considered, regardless of the time of day, physical location, or point of access.

Employees responsible for using social media as part of their job role must participate regularly and monitor their accounts and pages so that any comments and inquiries that community members and visitors post are addressed appropriately and in a timely manner. Content associated with official City of Cody social media platforms is to be kept up-to-date, as with any online content.

Employees are prohibited from downloading or accessing games and other unrelated entertainment features through social media platforms. Clicking on third-party advertising links on social media platforms is also prohibited.

Posts to social media platforms are to be considered a public record, regardless of abilities to remove or hide content. Content published on the World Wide Web can be transparently reposted, rebroadcasted, or saved by other users without consent or acknowledgement.

Employees accessing and monitoring official City of Cody social media platforms are required to be diligent in the type of information posted. Information that is strictly prohibited to post, or to post in reference to, in any way includes:

- Personally identifying information (e.g., names, Social Security Numbers, addresses, phone numbers, tax IDs, medical information, birthdates, case numbers, claim numbers, file numbers, authentication credentials, etc.)
- Departmental information that has not been publicly published
- Proprietary or private digital information
- Personal solicitations of commerce
- Profane language, off-color comments, and insults of any kind
- Sexual or pornographic content
- Comments about, in reference to, and/or relating to the Opportunity of Equal Employment law and Title VII, such as race, creed, politics, gender, age, religion, and/or sexual orientation
- Violations of copyright or intellectual property laws
- Negative comments about fellow employees, work-related ideas or issues, elected officials, or anything that could potentially bring discredit to the City of Cody
- Anonymous comments
- Photographs of City property or personnel that are not public
- Links to irrelevant or unrelated information
- Conduct or encouragement of illegal activity
- Any other topics that management may identify as inappropriate

When participating on social media platforms, City of Cody employees must maintain professionalism, discretion, and customer-focused attitudes at all times. Customer service must be approached with exceptional effort, as in any other interactive scenario. When addressing community members, employees must identify themselves with full names to ensure transparency.

Employees are encouraged to provide links, when appropriate or necessary, to additional information located on the City of Cody website. When possible, all information posted on social

media platforms should also be readily available on the City of Cody website. The City of Cody website will also include, where applicable and appropriate, links to official social media platforms.

Outstanding questions, concerns, and complaints that arise from community members and visitors on official City of Cody social media platforms are to be handled with respect. Those responsible for replying must notify their Departmental Head and the City Administrator for guidance in these cases. Employees shall only engage in social media activity within their area of responsibility or expertise. All other engagement shall be referred to the proper division, department, or employee.

When replying to posts and inquiries, employees must take the time to ensure their response is meaningful, respectful, and accurate. Responses should not be hasty, yet should be reasonably punctual within 24 hours if during a normal work day and within 4 hours of the next business day if on a weekend or scheduled holiday. Employees' social media presences should mirror their professional behavior and personality at all times.

Employees are not allowed to create their own City of Cody pages or departmental resources; instead, they must seek approval from the City Administrator and execution from the System Administrator. This will ensure brand and appearance consistency. The System Administrator will be granted administrative rights over any social media page or resource created on behalf of the City of Cody. If pages or resources are discovered that were not approved and created by management, they will be promptly disabled and/or deleted.

Upon discovering incorrect information about the City of Cody on social media platforms, employees are required to inform the City Administrator and Administrative Services Officer. Employees should not attempt to correct any such information or involve themselves in an exchange with others regarding any such topic online. Instead, management will be assigned to resolving the issue and, if necessary, consulting an internal subject matter expert to address the concern.

All presences on official City of Cody social media platforms, as well as the governing standards and policies herein described, are extensions of activities regulated by the City of Cody Personnel and Policy Manual, specifically Section 23, "Use of Phone, Email, and Computer Systems." Social media activity conducted on City-owned computers and/or mobile devices is subject to full monitoring as well as unannounced public disclosure, per guidelines that govern all Internet usage.

All tools and applications used to access official City of Cody social media platforms must be approved by the System Administrator.

EXECUTIVE RESPONSIBILITIES

Once a year, the City Administrator, System Administrator, and other appropriate management members will review the permitted social media platforms, per this Social Media Access and Acceptable Use Policy, and may recommend new platforms to City Council and Departmental Heads to extend the City of Cody's existing communication outlets.

The City Administrator, or appropriate designee, will monitor content on all official City of Cody social media platforms to ensure adherence with the Social Media Access and Acceptable Use Policy as well as alignment with branding and standards.

TERMINATION OF ACCESS

The use of social media at the City of Cody is a privilege. Upon violation of the guidelines outlined in this policy, an employee may lose social media privileges immediately, and, in addition, may face disciplinary actions up to and including termination of employment. Instances of personal use, a security breach, and workplace productivity concerns may also warrant termination of an employee's social media access and/or employment with the City of Cody.

In all cases of employment termination or departure, the individual's social media access and presence will be revoked within 48 hours. The employee will be asked to remove themselves from all official City of Cody social media platforms, as well as delete all professional social media accounts. If the deletion request is not obliged, the System Administrator will delete the social media account(s).

Any violation of this policy is subject to disciplinary action up to and including employment termination.

MEETING DATE: JUNE 30, 2014
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: RICK MANCHESTER

AT&T Council Consent Request Update Cellular Tower Antennas

ACTION TO BE TAKEN:

Request that City Council authorizes the mayor to sign a consent form for AT&T to make LTE modifications to the existing tower on the Rec Center.

SUMMARY

According to our 2003, lease agreement, the consent form is a courtesy that AT&T is not obligated to request to complete work on the tower. AT&T would like to have permission to make the modifications. The current lease allows up to nine antennas on the existing tower. The City Attorney and I met with the AT&T representative; we all agreed that according to the lease the consent was a courtesy not a requirement.

In addition, the AT&T representative indicated he would present his support to AT&T to do a contract amendment. The amendment would open discussions for a minimum rent increase for six new antennas at \$200-\$400 each per month or \$600-\$1,200 whichever is greater for the City. He suggested the amendment would be completed within 90 days or AT&T would remove the improvements made. Any rent increases will be for the duration of the existing agreement.

I also discussed the AT&T request and rent increase with our Cell tower consultant (Steele in the Air.) He agreed with the City Attorney and AT&T that City consent was not necessary but a nice gesture. He valued the additional antennas at \$200-\$400/month for each antenna.

FISCAL IMPACT

The existing contract payment of \$2,200/month over the course of contract nets the city \$839,173. This rent could be a 25% increase for the City.

ATTACHMENTS

1. Signed and executed consent form and Exhibit 1—pages 1-4 as provided by AT&T.

AGENDA & SUMMARY REPORT TO:

Timothy D. Burmer, Operations Manager

FM GROUP INC

15974 North 77th Street

Scottsdale, AZ 85260

Bus: (480) 397-0043

Mob: (602) 481-4535

AGENDA ITEM NO. _____

June 19th, 2014

The City of Cody
Attention: Rick Manchester
1338 Rumsey Avenue
Cody, WY 82414

**Subject: City of Cody Mayor and Council Consent to LTE Modifications
AT&T Site WYL01106 Cody DT / FA # 10139354
Cody Recreation Center, 1402 Heart Mountain St., Cody, WY 82414**

Dear Mayor and Town Council:

New Cingular Wireless PCS LLC, a Delaware limited liability company, as successor-in-interest to WWC Holding Co., Inc. ("Lessee"), desires to make modifications to the existing wireless communication facility located on and around the City of Cody Recreation Center at 1402 Heart Mountain Street, Cody, WY 82414. These modifications include in part the addition of three (3) antennas and are more fully described in Exhibit 1 to this letter.

The Lease Agreement (attached for reference), entered into by and between the City of Cody (Lessor) and New Cingular Wireless PCS LLC's predecessor in interest dated April 1st, 2003, provides as follows for modifications to the facility by Lessee:

Paragraph 7(a) of the Lease states in part:

"The Antenna Facilities shall be initially configured generally as set forth in Exhibit C".

Per Exhibit C to the Lease the original configuration of the Antenna Facilities allowed installation of three (3) antennas per sector for a total of nine (9) antennas. Currently there are two (2) antennas per sector for a total of six (6) antennas installed. Once completed, the proposed modifications will add one (1) additional antenna per sector for a new total of nine (9) antennas.

Paragraph 7(a) goes on to say in part:

"Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of the Lease, provided that any material change to the original configuration and height of the Antenna Facilities will require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed".

Although the desired modifications do not change the "original configuration and height of the Antenna Facilities" as described in Exhibit C to the Lease and thus do not constitute a "material change", both the Lessor and Lessee desire written Consent by Mayor and Council for the proposed modifications. In addition, both the Lessor and Lessee desire to negotiate an Amendment to memorialize the facility changes described in this letter and to establish a set "per antenna" fee to be applied to future antenna additions. Both parties agree that a reasonable duration for negotiating and executing the Amendment is ninety (90) days after the date of this letter agreement.

In accordance with the terms of the Lease Agreement cited above, Lessee requests Mayor and Counsel's written consent to the proposed modifications fully described in Exhibit 1 by countersigning this letter where indicated below.

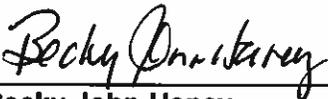
Please forward an executed copy of this letter to tdburmer@fmgroup.net. Mr. Burmer is also available for any requests or questions you may have regarding the proposed installation and can be reached at (602) 481-4535.

On behalf of Lessee, thank you for your cooperation and assistance. We look forward to continuing this mutually rewarding relationship.

Sincerely,

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

By: AT&T Mobility Corporation
Its: Manager

By: 
Name: **Becky John-Haney**
Its: Area Manager:
Date: 6/23/2014

- Attachments: 1.) Exhibit 1
2.) Original Executed "Roof Top Lease Agreement"
3.) LTE MOD CD's dated 5/19/14
4.) Structural Analysis dated 4/18/14

Town Council Consent

Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT 1 – PAGE 1 OF 4

The proposed modifications are as follows:

PROJECT DESCRIPTION

AT&T MOBILITY PROPOSES TO MODIFY AN EXISTING UNOCCUPIED TELECOMMUNICATIONS FACILITY WITH THE FOLLOWING:

AT ANTENNA LEVEL

- INSTALL (6) NEW LTE PANEL ANTENNAS
- INSTALL (3) NEW LTE 850 MHz RRH UNITS
- INSTALL (3) NEW DC SURGE SUPPRESSOR
- INSTALL (2) DC POWER TRUNK CABLES [LTE CABLES]
- INSTALL (1) FIBER TRUNK CABLE [LTE CABLES]

AT GRADE LEVEL

- INSTALL (1) NEW LTE EQUIPMENT ON NEW RACK
- INSTALL (1) NEW EXCESS FIBER ENCLOSURE BOX ON NEW RACK

EXISTING ANTENNA PLAN

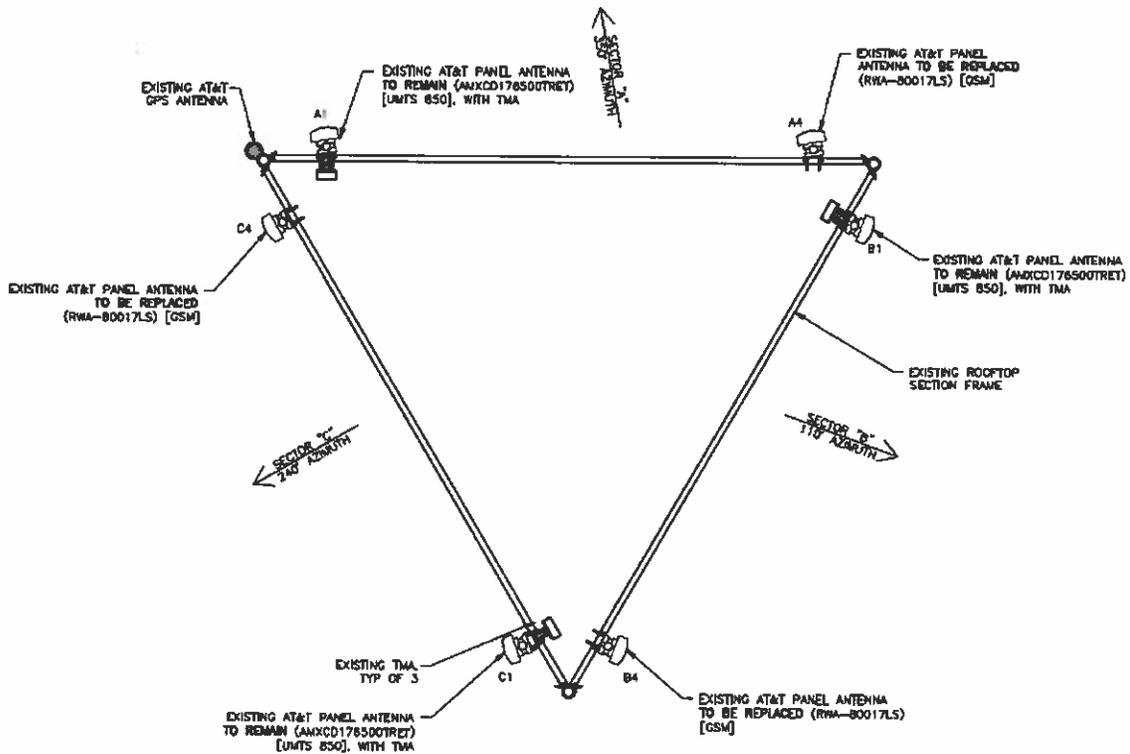


EXHIBIT 1 - PAGE 2 OF 4

PROPOSED ANTENNA PLAN

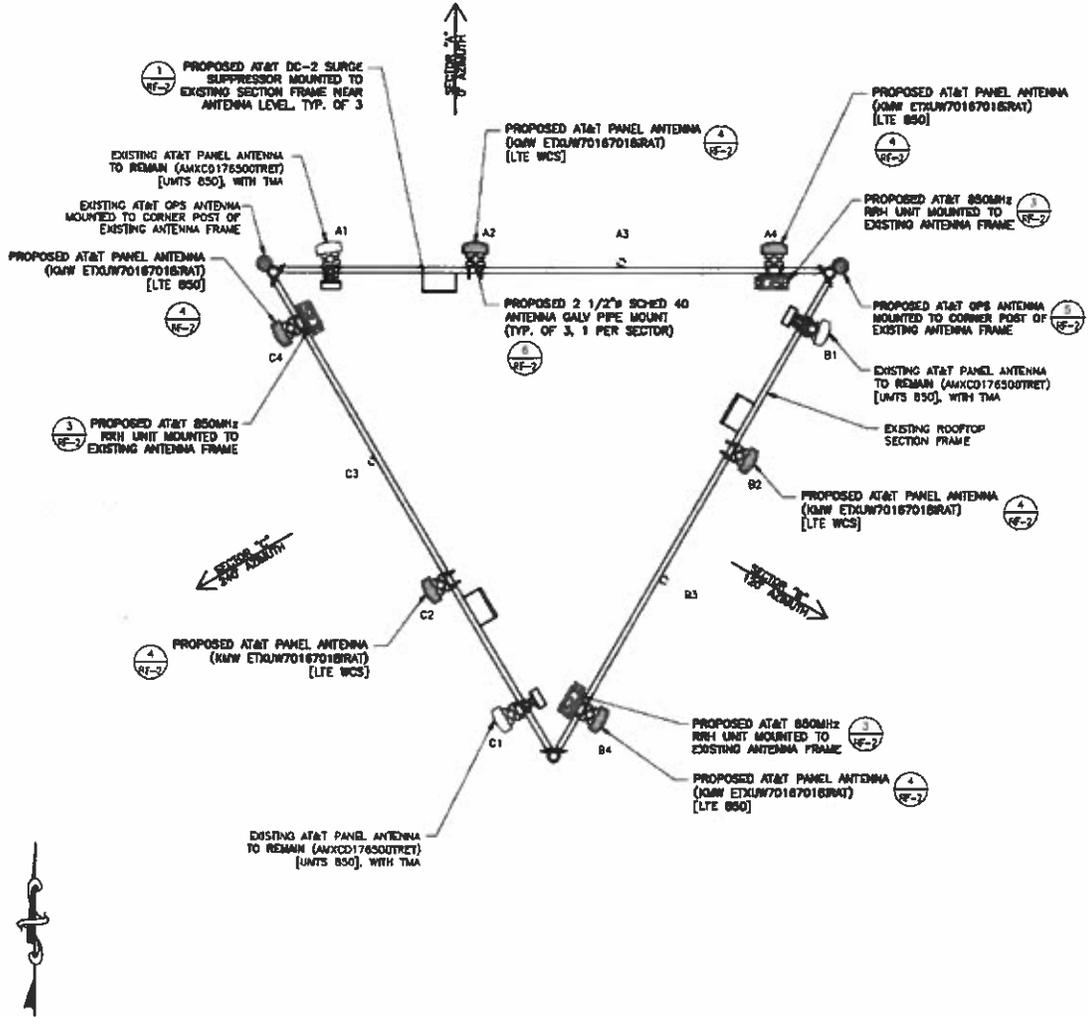
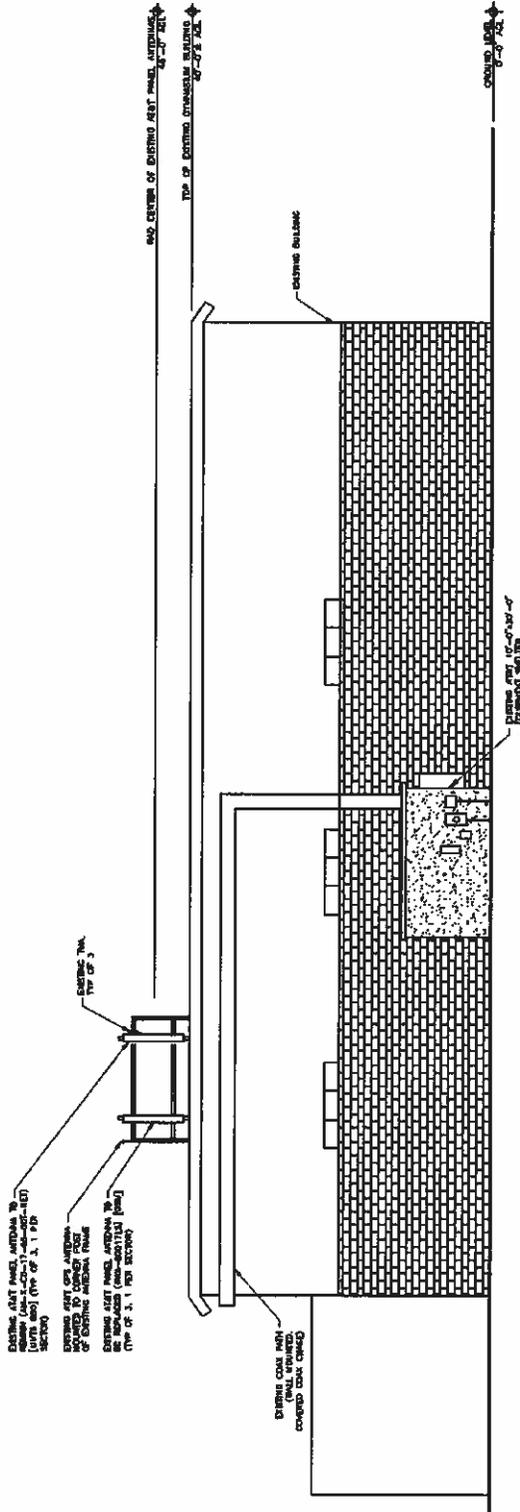


EXHIBIT 1 - PAGE 3 OF 4

EXISTING ELEVATION



MEMORANDUM OF UNDERSTANDING
Professional Services Agreement

This Memorandum of Understanding and Professional Services Agreement is made and entered into by and between Park County, Wyoming, who shall be known as the "COUNTY" and the City of Cody, a Wyoming Municipal Corporation, who shall be known as the "CITY". The purpose of the Memorandum and Agreement is to establish mutually agreed upon services that will be provided by the CITY, COUNTY or both, regarding the Law Enforcement Center (excluding the secured area of the jail), at 1402 Riverview Drive, Cody, Wyoming and associated costs with the operation of said center. The parties therefore agree to the following:

1. The term of the agreement shall be perpetual or for the life of the building. It shall remain in full force and effect until terminated by either party. Termination shall be in writing at least three hundred and sixty five (365) days in advance. The agreement may only be modified in writing after either party request modification(s) and after the governing bodies mutually agree to said modifications.
2. An annual review of compliance with the terms and conditions of the agreement shall be conducted by parties designated by the COUNTY and the CITY between January and February of each year. The results of this review including any recommended modifications and adjustments to costs, fees and expenses, including the number and percentage of incidents by agency from the previous twelve months shall be provided to the governing boards of the COUNTY and the CITY. The COUNTY'S designated parties will be the Chairman of the Board of County Commissioners and the Sheriff, or their designees. The CITY'S designated parties will be the Mayor, the City Administrator and the Chief of Police, or their designees. The results of this review shall be provided to the governing boards of the COUNTY and CITY and said review shall include but not be limited to the effectiveness of this agreement and any recommended changes thereto. No modifications or adjustments to this agreement, including modifications or adjustments to the costs, fees, expenses and other amounts established herein, shall be effective until the process described above has been followed, and until a written amendment has been approved and signed by both Governing Bodies.
3. The COUNTY shall provide custodial services to the CITY which shall include but not be limited to: interior cleaning, vacuuming, dusting and bathroom maintenance. Said services shall occur at a minimum of every other day; excluding weekends and holidays. CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$22,627 (50% of \$45,253) for the cost of janitorial services. Additionally, CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$3,930 (50% of \$7,860) for cleaning supplies and interior supplies for replenishing general custodial supplies

including but not limited to light bulbs, air handler filters, toilet paper and cleaning supplies that shall be used by the COUNTY. Other maintenance such as carpet shampooing, floor washing, etc. shall be scheduled as needed by the maintenance staff. The COUNTY will also maintain all exterior lighting.

4. The COUNTY and the CITY agree that in regards to the Law Enforcement Administration Facility, the COUNTY shall provide an estimate of anticipated repairs for the facility for consideration during the annual review. The COUNTY and the CITY agree to allocate in each respective budget funds to cover 50% of the mutually approved budgeted repair costs. The CITY will reimburse the COUNTY for its share of the actual repair costs within forty-five (45) days of being invoiced by the COUNTY for the CITY share of the repair costs. If the COUNTY determines an emergency exists, the unanticipated repairs shall be shared at 50% by the CITY and COUNTY respectively.
5. The CITY shall provide exterior maintenance to the grounds of the facility including, but not limited to parking lot striping, sweeping, snow removal and plowing, landscaping maintenance, watering, weed control on property, including inside fenced areas and exterior window washing. The COUNTY shall provide a credit to the CITY's monthly bill reflecting fifty percent of the total annual cost or \$4,762 (50% of \$9,523). In the event that parking lot repairs, repaving or other capital repairs, improvements and other requirements are necessary, the CITY and COUNTY shall mutually agree to a funding mechanism which shall be part of the normal budgeting process for each appropriate party. In addition, the COUNTY will maintain all exterior cameras.
6. The COUNTY and CITY shall have access to all shared facilities related to the Law Enforcement Center including the meeting room, conference room, work-out facilities and the garage. The COUNTY and CITY agree to coordinate the use of those areas for law enforcement purposes. The COUNTY and the CITY agree to share maintenance and replacement costs within shared facilities on an even basis. The COUNTY and CITY agree to pay equally in the cost of equipment for the workout and training rooms. However, the COUNTY and CITY agree that each may purchase items for the shared areas for the benefit of everyone if funds are available from one agency and not the other, without an expectation for reimbursement from the other agency.
7. The CITY agrees to pay 12.5% of the electric and 12.5% of the demand on a monthly basis. The CITY agrees to pay 12.5% of the monthly sewer and water costs. In the event it is determined that these fees do not represent the actual costs of providing services, said annual fees will be adjusted.
8. The CITY agrees to pay COUNTY a base fee of two hundred seventy three thousand eight hundred ten dollars(\$273,820)in twelve (12) monthly payments for "Dispatcher Wages and Benefits". Said base fee is calculated from the Total Dispatch wages and

benefits (EXHIBIT A) multiplied by the percentage of total police department incidents generated the preceding year (EXHIBIT B). Incidents shall be defined as a call for service initiated for documentation purposes as received either by an individual or generated by the Officer for a legal record of a call for service to be used for court and/or statistical tracking purposes and such incident types that shall be billable are outlined in EXHIBIT D. In addition, the CITY agrees to pay COUNTY fifty thousand dollars (\$50,000) in twelve (12) monthly payments for services as described in EXHIBIT C. Said costs shall be proportionately shared by COUNTY and CITY based upon prior year actual and for this contract shall be \$50,000. Said costs shall include those paid out of the COUNTY general fund and shall exclude expenses paid from the COUNTY E911 fund.

A summary of this agreement is as follows:

	Yearly	Monthly
1. Dispatch Labor Costs:	\$273,820	\$22,817.57
2. Capital Equipment Costs:	\$ 50,000	\$ 4,166.67
3. Inside Maintenance Supply Costs:	\$ 3,930	\$ 327.50
4. Inside Maintenance Labor Costs:	\$22,627	\$ 1,885.58
5. Outside Maintenance Costs:	(\$4,762)	(\$ 396.83)
6. Building Insurance Costs:	\$ 3,276	\$ 273.00
Total Contract Cost:	\$348,891	\$29,074.25

9. The CITY agrees to the following conditions related to Computer Systems and Data Networks. Any CITY purchases of computer workstations and other network devices, printers, cameras, scanners, etc., will be coordinated and compatible with COUNTY information technology purchasing guidelines. Any CITY purchases of servers, operating systems, software or other integrated programs will be planned and approved by the COUNTY prior to use. The COUNTY agrees the CITY can purchase and install any and all equipment related to network access provided it is compatible and agreed to by the COUNTY. The COUNTY agrees to provide services that meet current Law Enforcement requirements for security and confidentiality. Any purchases made by the CITY that shall not be integrated with the County Systems and Data Networks shall not need COUNTY approval.

10. The COUNTY shall provide access to any and all record produced by COUNTY through the Dispatch Center as it is related to CITY business. Records include, but are not limited to logs, reports, phone systems, phone recordings, radio transmissions and computerized records including email. The request for records may be verbally or in

writing, and the CITY shall allow a reasonable time for the production of requested records.

11. The COUNTY will be responsible for insuring the entire building structure against fire, and other loss and casualty. The CITY will be responsible for insuring all CITY property and contents within CITY space and the COUNTY will be responsible for insuring all other property and contents. In the event of a catastrophic loss, the COUNTY and the CITY recognize the CITY'S 12.5% ownership of the Administrative portion of the Law Enforcement Center and the parties shall agree to either rebuild any portion damaged or compensate the CITY for their 12.5% ownership from the gross insurance proceeds. City shall pay the County 12.5% of the County's property insurance premium on the building ($26,207.69 \times .125 = 3,276.00$).
12. Both the COUNTY and the CITY are government entities within the State of Wyoming. By entering into this agreement, neither the City nor the County waives its sovereign or governmental immunity, or any other rights, limitations and defenses provided by the Wyoming Constitution and Wyoming law, and both expressly reserve the right to assert such immunities, rights, limitations and defenses to any action arising out of this agreement.

Dated this _____ day of _____, 2014.

Chairman, Board of Park County Commissioners

ATTEST:

Park County Clerk

Mayor, City of Cody

ATTEST:

Administrative Services Officer

EXHIBIT A

Dispatchers' Wages & Benefits Calendar Year 2013

Gross Wages - \$369,038.80

OT Wages - \$25,050.00

Social Security - \$28,231.47

Medicare - \$5,351.06

Retirement - \$53,953.47

Workers Comp - \$10,997.36

Other Benefits - \$91,196.40

Total - \$583,818.56 X 46.9 = \$273,810.90 (City's Share)

EXHIBIT B

Use of the Park County Sheriff's Office
Communications Center resources
by LOGGED incidents only

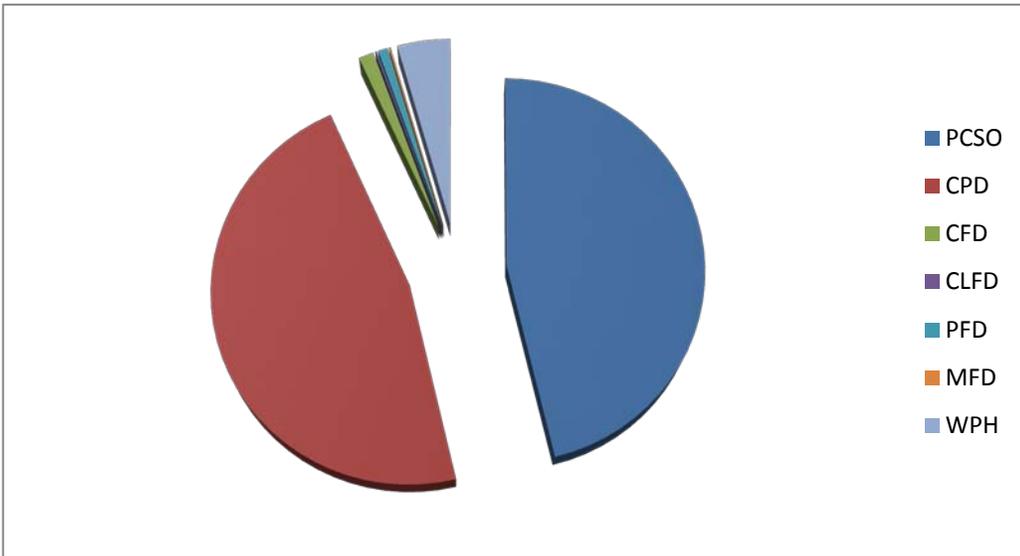
For Calendar year 2013

amount/total=%

amount/total=%

agency	total	percent of total
11941	25803	46.2776% PCSO
12108	25803	46.9248% CPD
325	25803	1.2595% CFD
37	25803	0.1434% CLFD
210	25803	0.8139% PFD
34	25803	0.1318% MFD
1148	25803	4.45% WPH

<data for graph>



MEETING DATE:	JUNE 30, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT **Preliminary Plat Amendment to Trailhead 3 PUD, Phase 6**

ACTION TO BE TAKEN

Approve an amendment to the Trailhead 3 PUD, Phase 6 preliminary plat, to authorize a change in the duplex lot locations.

SUMMARY

Ed Higbie's Trailhead 3, PUD, Phase 6 subdivision was granted preliminary plat approval by the City Council on May 6, 2014. The approval included authorization for ten duplex lots, as identified on the preliminary plat. Mr. Higbie, in response to neighbor concerns regarding traffic and proximity of existing homes to the proposed duplexes, has requested that the location of the designated duplex lots be changed, as shown on the final plat. The total number of duplex lots would be reduced to seven. The changes represent an amendment to the preliminary plat approval.

RECOMMENDATION:

The Planning and Zoning Board considered the changes to the duplex lot locations and recommended approval of the preliminary plat amendment to allow such at their June 24, 2014 meeting.

Recommended Motion:

Approve the preliminary plat amendment to the Trailhead 3 PUD, Phase 6, to authorize seven duplex lots, as shown on the final plat application.

ATTACHMENTS:

Plat drawing.

AGENDA & SUMMARY REPORT TO:

Ed Higbie

AGENDA ITEM NO. _____

CERTIFICATE OF DEDICATION

STATE OF WYOMING)
) SS
 COUNTY OF PARK)

KNOW ALL PERSONS BY THESE PRESENTS: WE, THE UNDERSIGNED, HEREBY CERTIFY THAT TRAILHEAD DEVELOPMENT INC. IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED LANDS AS RECORDED IN DOC# 2012-7774 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER:

A PARCEL OF LAND LOCATED WITHIN TRACT 39L-A, RESURVEY T.53N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 3 INCH BRASS CAP MONUMENT BEING THE SOUTHWEST CORNER OF SAID TRACT 39L-A; SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF TRACT 39K-A; THENCE N 89°59'18" W ON AND ALONG THE SOUTH LINE OF SAID TRACT 39L-A FOR A DISTANCE OF 1322.14 FEET TO THE WEST RIGHT-OF-WAY OF ROBERT STREET; THENCE N 0°11'52" W ON AND ALONG THE WEST RIGHT-OF-WAY OF ROBERT STREET FOR A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, TRAILHEAD 1 ADDITION; THENCE LEAVING THE WEST RIGHT-OF-WAY OF ROBERT STREET N 89°59'37" E ON AND ALONG THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 90.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 0°10'49" W ON AND ALONG THE EAST BOUNDARY OF TRAILHEAD 1 ADDITION FOR A DISTANCE OF 277.99 FEET TO THE SOUTH LINE OF TRAILHEAD 3 PUD; THENCE ON AND ALONG THE SOUTH BOUNDARY OF TRAILHEAD 3 PUD AS FOLLOWS: S 89°39'58" E FOR A DISTANCE OF 35.00 FEET; THENCE N 64°00'14" E FOR A DISTANCE OF 124.24 FEET; THENCE N 59°36'08" E FOR A DISTANCE OF 209.95 FEET; THENCE N 45°29'10" E FOR A DISTANCE OF 188.71 FEET TO THE WEST RIGHT-OF-WAY OF GRINNELL TRAIL STREET; THENCE N 49°23'03" E FOR A DISTANCE OF 44.00 FEET TO THE EAST RIGHT-OF-WAY OF GRINNELL TRAIL STREET; THENCE N 47°58'10" E FOR A DISTANCE OF 190.95 FEET; THENCE N 88°19'35" E FOR A DISTANCE OF 311.77 FEET TO THE WEST RIGHT-OF-WAY OF PLEASANT VIEW DRIVE; THENCE N 88°48'50" E FOR A DISTANCE OF 60.04 FEET TO THE EAST RIGHT-OF-WAY OF PLEASANT VIEW DRIVE; THENCE N 89°05'52" E FOR A DISTANCE OF 112.10 FEET; THENCE S 75°19'40" E FOR A DISTANCE OF 106.25 FEET; THENCE S 14°45'52" E FOR A DISTANCE OF 21.20 FEET; THENCE S 73°3'37" E FOR A DISTANCE OF 9.22 FEET TO THE EAST LINE OF SAID TRACT 39L-A; THENCE LEAVING THE SOUTH BOUNDARY OF TRAILHEAD 3 PUD S 0°11'17" E ON AND ALONG THE EAST LINE OF SAID TRACT 39L-A FOR A DISTANCE OF 696.21 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 17.09 ACRES MORE OR LESS.

THAT THE SUBDIVISION OF THE ABOVE DESCRIBED LANDS AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS ARE PROPONENTS FOR PARTICIPATING IN THE SUBDIVISION OF THE ABOVE DESCRIBED LANDS; AND BY THESE PRESENTS DO HEREBY DEDICATE AND SET APART THE EASEMENTS AND PUBLIC LANDS WITH THE PURPOSE SO NOTED HEREON TO THE CITY OF CODY FOR THE PUBLIC USE; AND DO HEREBY AGREE THAT THE COMMON AREA IS SUFFICIENT TO MEET THE CITY OF CODY PLANNED UNIT DEVELOPMENT ORDINANCE.

TRAILHEAD DEVELOPMENT, INC.
 EDWIN E. HIGBIE - PRESIDENT

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY EDWIN E. HIGBIE ON THIS ____ DAY OF _____, 20__.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

LEGEND

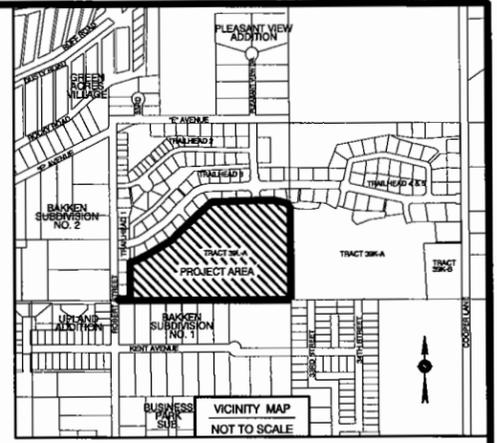
- SET 2" ALUMINUM CAP ON 5/8" REBAR (Symbol) PHASE 6 BOUNDARY (Line)
- FOUND 1-1/2" BRASS CAP STREET MONUMENT (Symbol) PROPOSED ROAD CENTERLINE (Line)
- FOUND 3" BRASS CAP (Symbol) SUBDIVISION LOT LINES (Line)
- FOUND 2" ALUMINUM CAP (Symbol) EASEMENT LINE (Line)
- SET STREET MONUMENT (Symbol) ADJACENT PROPERTY LINE (Line)

SUBDIVISION NOTES

- TOTAL SUBDIVISION AREA IS 17.09 ACRES MORE OR LESS.
- ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:15,000.
- BEARING BASE FOR THIS SURVEY IS GEODETIC BASED ON NAD83(2011) WYOMING WEST CENTRAL ZONE.
- LOTS P6-17 THRU P6-19, P6-22, P6-25, AND P6-38 ARE AUTHORIZED FOR SINGLE FAMILY DETACHED DWELLINGS OR DUPLEXES. LOTS P6-11 THRU P6-14 ARE AUTHORIZED FOR SINGLE FAMILY DETACHED OR ATTACHED DWELLINGS, WITH ONE DWELLING ON EACH LOT. LOTS P6-46 AND P6-47 ARE COMMON AREA TRACTS NOT AUTHORIZED FOR RESIDENTIAL DEVELOPMENT. ALL OTHER LOTS WITHIN THIS PLAT ARE AUTHORIZED FOR ONE SINGLE FAMILY DETACHED DWELLING.
- BUILDING SETBACKS:
 - FROM STREET PROPERTY LINE, PROVIDE A MINIMUM OF 15 FT, EXCEPT FOR THE SIDE OF THE GARAGE WITH THE VEHICLE DOOR WHICH WILL HAVE A MINIMUM SETBACK OF 25 FT.
 - FROM REAR PROPERTY LINES, PROVIDE A MINIMUM OF 15 FT FOR THE DWELLING AND 5 FT FOR ANY DETACHED ACCESSORY BUILDINGS.
 - FROM SIDE PROPERTY LINES ADJACENT TO OTHER LOTS, PROVIDE A MINIMUM OF 5 FT, EXCEPT ATTACHED SINGLE FAMILY DWELLINGS NEED NO SETBACK AT THEIR COMMON WALL.
- PROPERTY CORNERS ARE TO BE SET AFTER CONSTRUCTION IS COMPLETE.
- COMMON AREAS WILL BE DEEDED TO THE TRAILHEAD SUBDIVISION HOA.
- COMMON AREAS AND COMMON AREA IRRIGATION FACILITIES TO BE MAINTAINED BY THE HOA.
- ANY PROPOSED LAND USE NOT SPECIFIED HEREON SHALL BE REGULATED PURSUANT TO THE CITY OF CODY ZONING ORDINANCE. STANDARDS FOR DEVELOPMENT ON THE LOTS SHALL BE ACCORDING TO THE STANDARDS HEREON, TOGETHER WITH THE STANDARDS OF THE UNDERLYING ZONING DISTRICT FOR ANY STANDARD NOT HEREOF SPECIFIED. AT THE TIME OF SUBDIVISION, THIS PROPERTY IS ZONED RESIDENTIAL "R" WITH A PUD DESIGNATION.

EASEMENT NOTES

- A PERMANENT 15.00 FOOT WIDE EASEMENT FOR THE PURPOSE OF PUBLIC UTILITIES, IRRIGATION AND INGRESS/EGRESS FOR MAINTENANCE ACROSS THE SOUTH 15 FEET OF THE WEST 120.08 FEET OF TRACT 39L-A.
- A PERMANENT 12.00 FOOT WIDE PUBLIC UTILITY INGRESS/EGRESS ACCESS EASEMENT ALONG THE SOUTH LINE OF LOT P6-47.
- A 35.00 FOOT WIDE IRRIGATION EASEMENT ALONG THE WEST LINE OF LOT P6-47.
- A RIGHT TO DRAIN IS HEREBY GRANTED TO THE CITY OF CODY FOR THE PURPOSE OF DISPOSAL OF STORM WATER FROM THE STREETS IN THE PERCOLATION AREAS LOCATED IN LOT P6-46.
- RECORD EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE BASED ON PARK COUNTY TITLE POLICY NO. SV-3390375. DURING THE COURSE OF THIS SURVEY, NO ADDITIONAL APPARENT EASEMENTS OR RIGHTS-OF-WAY WERE OBSERVED. THE LANDS LOCATED WITHIN PHASE 6 OF THE TRAILHEAD 3 PUD MAY BE SUBJECT TO ANY VALID EASEMENT OR RIGHTS-OF-WAY THAT MAY EXIST.



APPROVALS

STATE OF WYOMING)
) SS
 COUNTY OF PARK)

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL THIS ____ DAY OF _____, 20__ BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

BY CHAIRMAN _____

CITY COUNCIL

APPROVED THIS ____ DAY _____, 20__ BY THE CITY COUNCIL OF CODY, WYOMING.

BY MAYOR _____
 NANCY TIA BROWN

ATTESTED BY: _____
 ADMINISTRATIVE SERVICES DIRECTOR

COUNTY CLERK'S CERTIFICATE

THIS PLAT WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WY., AT ____ O'CLOCK ____ M. ON THE ____ DAY OF _____, 20__, AND IS DULY RECORDED IN PLAT CABINET ____ PAGE NUMBER ____.

PARK COUNTY CLERK

BY: _____
 DEPUTY

CERTIFICATE OF SURVEYOR

I, PAUL R. CAMPBELL OF CODY, WYOMING HEREBY CERTIFY THAT THIS MAP IS BASED UPON FIELD AND RECORD DATA AND THAT IT IS A FINAL PLAT OF THE TRAILHEAD 6 ADDITION LOCATED WITHIN A PORTION OF TRACT 39L-A, RESURVEY T.53N., R.101W., CITY OF CODY, PARK COUNTY, WYOMING, 6TH P.M.

PAUL R. CAMPBELL
 WYOMING REGISTRATION NO. 2571 L.S.

FINAL PLAT
 PHASE 6, TRAILHEAD 3 P.U.D.
 BEING A SUBDIVISION OF
 A PORTION OF TRACT 39L-A (DOC# 2012-7774)
 RESURVEY T.53N., R.101W., 6TH P.M.
 CITY OF CODY, PARK COUNTY, WYOMING



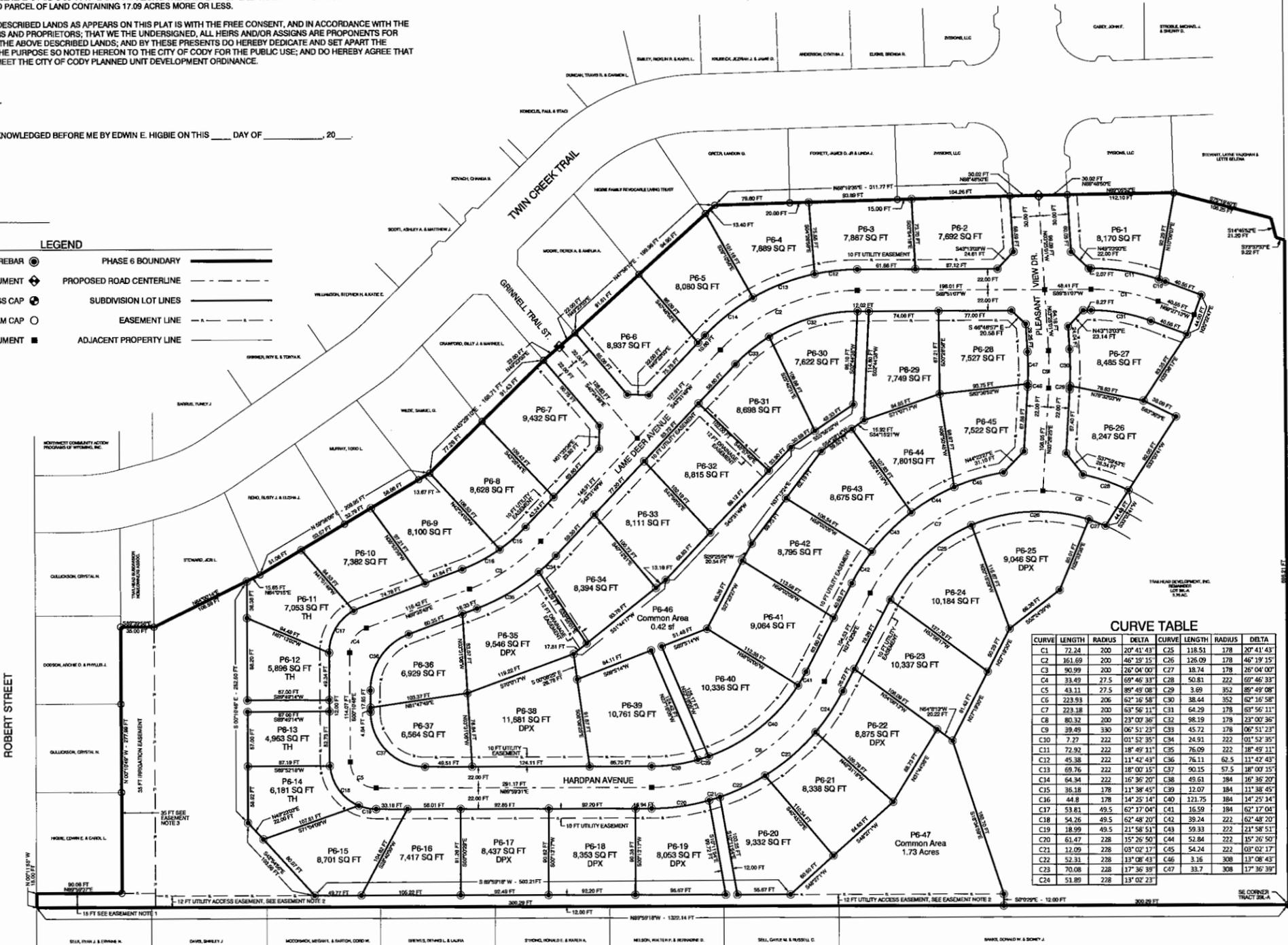
SAGE CIVIL ENGINEERING AND SURVEYING
 2824 BIG HORN AVENUE
 CODY, WY 82414
 PHONE: (307) 527-0915
 FAX: (307) 527-0916
 scc@sagecivilengineering.com



TRAILHEAD DEVELOPMENT, INC.
 1143 SHERIDAN AVE
 CODY, WY 82414
 DOC# 2012-7774

PREPARED: JUNE 9, 2014
 DRAWN BY: BJF CHK BY: PRC
 2012-40WRK/FINAL_PLAT

FIELD SURVEY: JAN. 2014 - MAY 2014
 FIELD BOOK 1A372 PAGES 1-70
 PRJ #2012-40



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
C1	72.24	200	20° 41' 43"	C25	118.51	178	20° 41' 43"
C2	161.69	200	46° 19' 15"	C26	126.09	178	46° 19' 15"
C3	90.99	200	26° 04' 00"	C27	18.74	178	26° 04' 00"
C4	33.49	27.5	69° 46' 33"	C28	50.81	222	69° 46' 33"
C5	43.11	27.5	89° 49' 08"	C29	3.69	352	89° 49' 08"
C6	223.98	206	62° 16' 58"	C30	38.44	352	62° 16' 58"
C7	223.18	200	63° 56' 11"	C31	64.29	178	63° 56' 11"
C8	80.32	200	23° 02' 36"	C32	98.19	178	23° 02' 36"
C9	39.49	330	06° 51' 23"	C33	45.72	178	06° 51' 23"
C10	7.27	222	01° 52' 35"	C34	24.91	222	01° 52' 35"
C11	72.92	222	18° 49' 11"	C35	76.09	222	18° 49' 11"
C12	45.38	222	11° 42' 43"	C36	76.11	62.5	11° 42' 43"
C13	69.76	222	18° 00' 15"	C37	90.15	57.5	18° 00' 15"
C14	64.34	222	16° 36' 20"	C38	49.61	384	16° 36' 20"
C15	36.18	178	11° 38' 45"	C39	12.07	184	11° 38' 45"
C16	44.8	178	14° 25' 14"	C40	121.75	384	14° 25' 14"
C17	53.81	49.5	62° 17' 04"	C41	16.59	384	62° 17' 04"
C18	54.26	49.5	62° 48' 20"	C42	39.24	222	62° 48' 20"
C19	18.99	49.5	21° 58' 51"	C43	39.31	222	21° 58' 51"
C20	61.47	228	15° 26' 50"	C44	52.84	222	15° 26' 50"
C21	12.09	228	03° 02' 17"	C45	54.24	222	03° 02' 17"
C22	52.31	228	13° 08' 43"	C46	3.16	308	13° 08' 43"
C23	70.08	228	17° 36' 39"	C47	33.7	308	17° 36' 39"
C24	51.89	228	13° 02' 23"				

60 0 60 120

BAKKEN SUBDIVISION NO. 1

TRACT 39L-A

MEETING DATE:	JUNE 30, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Trailhead 3 PUD, Phase 6, Final Plat Application

ACTION TO BE TAKEN

Approve the final plat application for the Trailhead 3 PUD, Phase 6 subdivision, subject to conditions.

SUMMARY

Ed Higbie has submitted the final plat application the Trailhead 3 PUD, Phase 6 subdivision. The final plat and the accompanying construction plans have been reviewed by the planning, public works, and electrical staff. Changes and clarifications to the plans were previously requested and many have been reflected in the plans provided for approval. Any outstanding items are included as recommended conditions for the final plat.

PRELIMINARY PLAT CONDITIONS:

The City Council approval of the preliminary plat for this project included the following conditions. The status of each condition is noted.

1. Provide the temporary drainage easements with the final plat, either in the form of an easement document, or by expanding the plat boundary to include the area and adding appropriate labels.

Comment: The draft easements have been provided and are being reviewed by the City attorney. The easement document will need to be recorded with the final plat.

2. The common area to the west of the lots must be improved to a more functional state than the "native grass" requested. It is recommended that once mature the surface over the majority of the area east of the irrigation canal shall resemble a sod type playing field. A plan for landscaping of the area must be submitted for approval with the final plat.

Comment: The applicant provided an updated plan showing the west area planted in lawn. A general irrigation plan description has been provided, which includes a pump system next to the canal and a pipeline running to the common areas.

3. No above-ground or non-traffic rated utility boxes are permitted at the common wall lot line locations, unless the driveway and garage door opening are at least three feet from the common property line.

Comment: Only cable and telephone/internet services remain at the common lot lines. If they are located right next to the property line, the concern is minimized to where above ground pedestal may be an option, if authorized by the utility provider based on knowledge that it is a common lot line situation. The Planning and Zoning Board found this acceptable.

4. Utility fees applicable to the project will be determined with the final plat.

Comment: The fees have been calculated and passed on to the developer. Payment of the fees is required prior to the mayor signing the final plat.

AGENDA ITEM NO. _____

5. Street names are subject to approval by the road name committee, with final approval by the City at the time of final plat.

Comment: The street names were approved by the road name committee.

6. The developer is responsible for the costs and applications associated with transfer of the surface water rights from the City to the developer.

Comment: The developer has signed an agreement with the surveyor to complete the transfer noted. City Council approval will be needed for the actual transfer.

7. Construction plans for all subdivision improvements shall be submitted for review with the final plat application, in compliance with all provisions of City of Cody Code, except as modified by the preliminary plat approval.

Comment: The plans have been submitted and reviewed and appear to meet applicable city standards. Verification of approval from outside utility providers is pending.

8. The final plat application shall otherwise comply with the City subdivision ordinance.

Comment: The final plat has been reviewed. Other than correcting a few items noted in the recommended conditions, it complies with applicable city standards.

RECOMMENDED MOTION:

The Planning and Zoning Board recommended that the City Council approve the Final Plat for Trailhead 3 P.U.D., Phase 6 subject to the following conditions: (Note: Conditions 2 through 8 are pending and are expected to be completed prior to the City Council meeting.)

- 1) Provide the temporary drainage easements for Council's review of the final plat. (Note: The document has been submitted. It is to be reviewed by the City Attorney and recorded with the final plat.)
- 2) Prior to City Council consideration of the final plat, provide evidence of acceptance of the proposal by the Cody Canal Irrigation District—easement widths and dedication method/language for their easements.
- 3) Correct the 3rd line of the legal description to refer to the east right-of-way of Robert Street.
- 4) Add subdivision corners to the west boundary of the final plat, along Robert Street.
- 5) Correct the Easement Notes and Certificate of Dedication as necessary to specify to which entity each easement is dedicated. (Irrigation easements are to be granted to the Cody Canal Irrigation District, not the City.)
- 6) Add the surveyor's seal and signature to the final plat.
- 7) On the construction plans, add a detail for the sewer and water service common trench.
- 8) Provide the outside utility company approval signatures on the construction plan set, or supplemental letters with their signatures.
- 9) Either the water right transfer and installation of the irrigation system must occur, or a domestic water tap must be provided to irrigate the applicable common areas. The determination by the City Council on whether to transfer the water rights requested is needed prior to installation of the street (in case a water tap is needed instead).
- 10) Record the amended CC&Rs (covenants) with the final plat. Approval of the amended CC&Rs is subject to review by the City attorney.
- 11) Payment of applicable utility fees is to occur prior to the mayor signing the final plat.
- 12) The transfer of the common areas to the HOA is to occur once their construction is completed.

ATTACHMENTS:

Final Plat, Construction Plans, Proposed Drainage Easement, Proposed Amendment to CC&Rs.

AGENDA ITEM NO. _____

AGENDA & SUMMARY REPORT TO:

Ed Higbie

Gary Webb, Sage Civil Engineering

Easement

KNOW ALL MEN BY THESE PRESENTS: That **Trailhead Development, Inc., a Wyoming Corporation**, hereinafter called GRANTOR, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, and conveys unto the **City of Cody**, a municipal corporation, P.B. Drawer 2200, Cody, Wyoming 82414 herein after called Grantee, an easement for storm water drainage.

(LEGAL DESCRIPTION)
Drainage Easements

Two temporary easements for drainage purposes, said easements serving Phase 6 of the Trailhead 3 PUD located within Tract 39L-A and Tract 39K-A, Resurvey T.53N., R.101W., 6th P.M., City of Cody, Park County, Wyoming, said easements being 20 feet in width, 10 feet each side of the following described centerlines:

Easement A:

Commencing at a 3-inch brass cap monument, said monument being the Southeast corner of said Tract #39L-A; thence N 25°28'27" W for a distance of 437.27 feet to the TRUE POINT OF BEGINNING; thence N 33°03'41" E for a distance of 44.08 feet; thence S 86°01'51" E for a distance of 254.44 feet to the west end of a drainage retention area and the END OF SAID EASEMENT.

Easement B:

Commencing at a 3-inch brass cap monument, said monument being the Southeast corner of said Tract #39L-A; thence N 07°45'23" W for a distance of 638.83 feet to the TRUE POINT OF BEGINNING; thence S 20°30'46" W for a distance of 44.00 feet; thence S 46°30'53" E for a distance of 263.86 feet to the west end of a drainage retention area and the END OF SAID EASEMENT.

Said easements to be vacated and abandoned upon development of streets with future phases of the Trailhead 3 PUD.

Bearing base is geodetic based on GPS observations using the Wyoming State Plane Coordinate system NAD83, Wyoming West Central Zone.

WITNESS our hands this _____ day of _____, 2014

GRANTOR:
TRAILHEAD DEVELOPMENT, INC.

By: _____
Edwin E. Higbie, President

STATE OF WYOMING)
) ss.
County of Park)

On this _____ day of _____, 2014, before me personally appeared Edwin E. Higbie, to me personally known, who being by me duly sworn did say that he is the President of Trailhead Development, Inc., a Wyoming corporation, and that said instrument was signed and sealed on

AGREEMENT
Between
Trailhead Development, Inc. ("OWNER")
and
Sage Civil Engineering ("ENGINEER")
for
Completion of Water Rights Petition
for
Trailhead 3 PUD

Scope of Work

Sage Civil Engineering (SCE) will perform all work required to satisfy Section 30-10(b)(1) of the City of Cody's code on Subdivision of Land, in accordance with the Wyoming State Engineer's Rules and Regulations. This will include some or all of the following work, as necessary: preparing and filing a water right petition and accompanying map as required to transfer the water rights for ±6 acres (±0.086 cfs) for the Trailhead 3 PUD; delivering consent requests to all affected appropriators; compiling and forwarding consent requests; paying the expenses of and participating in the initial public hearing, if required, for the purposes of securing approval of said petition.

The petition, map, supplemental materials and consent requests will be prepared under the terms of this agreement and delivered within six months of the approval of the Final Plat to the City of Cody and within nine months to the State Engineer's Office to preserve the City of Cody's interest in the deeded water rights.

OWNER:

Trailhead Development

By: *Edwin Highie*

Title: *President*

Date Signed: *6/19/14*

ENGINEER:

Sage Civil Engineering

By: *[Signature]*

Title: *Vice President*

Date Signed: *6-19-14*

RECEIVED
JUN 20 2014
CITY OF CODY

CERTIFICATE OF DEDICATION

STATE OF WYOMING)
) SS
 COUNTY OF PARK)

KNOW ALL PERSONS BY THESE PRESENTS: WE, THE UNDERSIGNED, HEREBY CERTIFY THAT TRAILHEAD DEVELOPMENT INC. IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED LANDS AS RECORDED IN DOC# 2012-7774 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER:

A PARCEL OF LAND LOCATED WITHIN TRACT 39L-A, RESURVEY T.53N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 3 INCH BRASS CAP MONUMENT BEING THE SOUTHWEST CORNER OF SAID TRACT 39L-A; SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF TRACT 39K-A; THENCE N 89°59'18" W ON AND ALONG THE SOUTH LINE OF SAID TRACT 39L-A FOR A DISTANCE OF 1322.14 FEET TO THE WEST RIGHT-OF-WAY OF ROBERT STREET; THENCE N 0°11'15" W ON AND ALONG THE WEST RIGHT-OF-WAY OF ROBERT STREET FOR A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, TRAILHEAD 1 ADDITION; THENCE LEAVING THE WEST RIGHT-OF-WAY OF ROBERT STREET N 89°59'37" E ON AND ALONG THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 90.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 0°10'49" W ON AND ALONG THE EAST BOUNDARY OF TRAILHEAD 1 ADDITION FOR A DISTANCE OF 277.99 FEET TO THE SOUTH LINE OF TRAILHEAD 3 PUD; THENCE ON AND ALONG THE SOUTH BOUNDARY OF TRAILHEAD 3 PUD AS FOLLOWS: S 89°39'58" E FOR A DISTANCE OF 35.00 FEET; THENCE N 64°00'14" E FOR A DISTANCE OF 124.24 FEET; THENCE N 59°36'08" E FOR A DISTANCE OF 209.95 FEET; THENCE N 45°29'10" E FOR A DISTANCE OF 188.71 FEET TO THE WEST RIGHT-OF-WAY OF GRINNEL TRAIL STREET; THENCE N 49°23'03" E FOR A DISTANCE OF 44.00 FEET TO THE EAST RIGHT-OF-WAY OF GRINNEL TRAIL STREET; THENCE N 47°58'10" E FOR A DISTANCE OF 190.95 FEET; THENCE N 88°19'35" E FOR A DISTANCE OF 311.77 FEET TO THE WEST RIGHT-OF-WAY OF PLEASANT VIEW DRIVE; THENCE N 88°48'50" E FOR A DISTANCE OF 60.04 FEET TO THE EAST RIGHT-OF-WAY OF PLEASANT VIEW DRIVE; THENCE N 89°05'52" E FOR A DISTANCE OF 112.10 FEET; THENCE S 75°19'40" E FOR A DISTANCE OF 106.25 FEET; THENCE S 14°45'52" E FOR A DISTANCE OF 21.20 FEET; THENCE S 73°3'37" E FOR A DISTANCE OF 9.22 FEET TO THE EAST LINE OF SAID TRACT 39L-A; THENCE LEAVING THE SOUTH BOUNDARY OF TRAILHEAD 3 PUD S 0°11'17" E ON AND ALONG THE EAST LINE OF SAID TRACT 39L-A FOR A DISTANCE OF 696.21 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 17.09 ACRES MORE OR LESS.

THAT THE SUBDIVISION OF THE ABOVE DESCRIBED LANDS AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS ARE PROPONENTS FOR PARTICIPATING IN THE SUBDIVISION OF THE ABOVE DESCRIBED LANDS; AND BY THESE PRESENTS DO HEREBY DEDICATE AND SET APART THE EASEMENTS AND PUBLIC LANDS WITH THE PURPOSE SO NOTED HEREON TO THE CITY OF CODY FOR THE PUBLIC USE; AND DO HEREBY AGREE THAT THE COMMON AREA IS SUFFICIENT TO MEET THE CITY OF CODY PLANNED UNIT DEVELOPMENT ORDINANCE.

TRAILHEAD DEVELOPMENT, INC.
 EDWIN E. HIGBIE - PRESIDENT

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY EDWIN E. HIGBIE ON THIS ____ DAY OF _____, 20__.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

LEGEND

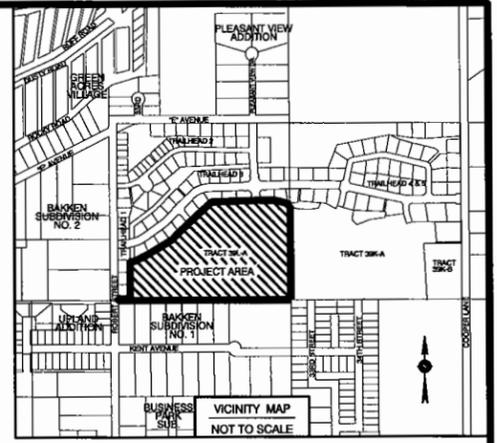
- SET 2" ALUMINUM CAP ON 5/8" REBAR  PHASE 6 BOUNDARY 
- FOUND 1-1/2" BRASS CAP STREET MONUMENT  PROPOSED ROAD CENTERLINE 
- FOUND 3" BRASS CAP  SUBDIVISION LOT LINES 
- FOUND 2" ALUMINUM CAP  EASEMENT LINE 
- SET STREET MONUMENT  ADJACENT PROPERTY LINE 

SUBDIVISION NOTES

1. TOTAL SUBDIVISION AREA IS 17.09 ACRES MORE OR LESS.
2. ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:15,000.
3. BEARING BASE FOR THIS SURVEY IS GEODETIC BASED ON NAD83(2011) WYOMING WEST CENTRAL ZONE.
4. LOTS P6-17 THRU P6-19, P6-22, P6-25, AND P6-38 ARE AUTHORIZED FOR SINGLE FAMILY DETACHED DWELLINGS OR DUPLEXES. LOTS P6-11 THRU P6-14 ARE AUTHORIZED FOR SINGLE FAMILY DETACHED OR ATTACHED DWELLINGS, WITH ONE DWELLING ON EACH LOT. LOTS P6-46 AND P6-47 ARE COMMON AREA TRACTS NOT AUTHORIZED FOR RESIDENTIAL DEVELOPMENT. ALL OTHER LOTS WITHIN THIS PLAT ARE AUTHORIZED FOR ONE SINGLE FAMILY DETACHED DWELLING.
5. BUILDING SETBACKS:
 - a. FROM STREET PROPERTY LINE, PROVIDE A MINIMUM OF 15 FT, EXCEPT FOR THE SIDE OF THE GARAGE WITH THE VEHICLE DOOR WHICH WILL HAVE A MINIMUM SETBACK OF 25 FT.
 - b. FROM REAR PROPERTY LINES, PROVIDE A MINIMUM OF 15 FT FOR THE DWELLING AND 5 FT FOR ANY DETACHED ACCESSORY BUILDINGS.
 - c. FROM SIDE PROPERTY LINES ADJACENT TO OTHER LOTS, PROVIDE A MINIMUM OF 5 FT, EXCEPT ATTACHED SINGLE FAMILY DWELLINGS NEED NO SETBACK AT THEIR COMMON WALL.
6. PROPERTY CORNERS ARE TO BE SET AFTER CONSTRUCTION IS COMPLETE.
7. COMMON AREAS WILL BE DEEDED TO THE TRAILHEAD SUBDIVISION HOA.
8. COMMON AREAS AND COMMON AREA IRRIGATION FACILITIES TO BE MAINTAINED BY THE HOA.
9. ANY PROPOSED LAND USE NOT SPECIFIED HEREON SHALL BE REGULATED PURSUANT TO THE CITY OF CODY ZONING ORDINANCE. STANDARDS FOR DEVELOPMENT ON THE LOTS SHALL BE ACCORDING TO THE STANDARDS HEREON, TOGETHER WITH THE STANDARDS OF THE UNDERLYING ZONING DISTRICT FOR ANY STANDARD NOT HEREOF SPECIFIED. AT THE TIME OF SUBDIVISION, THIS PROPERTY IS ZONED RESIDENTIAL "R" WITH A PUD DESIGNATION.

EASEMENT NOTES

1. A PERMANENT 15.00 FOOT WIDE EASEMENT FOR THE PURPOSE OF PUBLIC UTILITIES, IRRIGATION AND INGRESS/EGRESS FOR MAINTENANCE ACROSS THE SOUTH 15 FEET OF THE WEST 120.08 FEET OF TRACT 39L-A.
2. A PERMANENT 12.00 FOOT WIDE PUBLIC UTILITY INGRESS/EGRESS ACCESS EASEMENT ALONG THE SOUTH LINE OF LOT P6-47.
3. A 35.00 FOOT WIDE IRRIGATION EASEMENT ALONG THE WEST LINE OF LOT P6-47.
4. A RIGHT TO DRAIN IS HEREBY GRANTED TO THE CITY OF CODY FOR THE PURPOSE OF DISPOSAL OF STORM WATER FROM THE STREETS IN THE PERCOLATION AREAS LOCATED IN LOT P6-46.
5. RECORD EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE BASED ON PARK COUNTY TITLE POLICY NO. SV-3390375. DURING THE COURSE OF THIS SURVEY, NO ADDITIONAL APPARENT EASEMENTS OR RIGHTS-OF-WAY WERE OBSERVED. THE LANDS LOCATED WITHIN PHASE 6 OF THE TRAILHEAD 3 PUD MAY BE SUBJECT TO ANY VALID EASEMENT OR RIGHTS-OF-WAY THAT MAY EXIST.



APPROVALS

STATE OF WYOMING)
) SS
 COUNTY OF PARK)

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL THIS ____ DAY OF _____, 20__ BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

BY CHAIRMAN _____

CITY COUNCIL

APPROVED THIS ____ DAY _____, 20__ BY THE CITY COUNCIL OF CODY, WYOMING.

BY MAYOR _____
 NANCY TIA BROWN

ATTESTED BY: _____
 ADMINISTRATIVE SERVICES DIRECTOR

COUNTY CLERK'S CERTIFICATE

THIS PLAT WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WY., AT ____ O'CLOCK ____ M. ON THE ____ DAY OF _____, 20__, AND IS DULY RECORDED IN PLAT CABINET ____ PAGE NUMBER ____.

PARK COUNTY CLERK

BY: _____
 DEPUTY

CERTIFICATE OF SURVEYOR

I, PAUL R. CAMPBELL OF CODY, WYOMING HEREBY CERTIFY THAT THIS MAP IS BASED UPON FIELD AND RECORD DATA AND THAT IT IS A FINAL PLAT OF THE TRAILHEAD 6 ADDITION LOCATED WITHIN A PORTION OF TRACT 39L-A, RESURVEY T.53N., R.101W., CITY OF CODY, PARK COUNTY, WYOMING, 6TH P.M.

PAUL R. CAMPBELL
 WYOMING REGISTRATION NO. 2571 L.S.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
C1	72.24	200	20° 41' 43"	C25	118.51	178	20° 41' 43"
C2	161.69	200	46° 19' 15"	C26	126.09	178	46° 19' 15"
C3	90.99	200	26° 04' 00"	C27	18.74	178	26° 04' 00"
C4	33.49	27.5	69° 46' 33"	C28	50.81	222	69° 46' 33"
C5	43.11	27.5	89° 49' 08"	C29	3.69	352	89° 49' 08"
C6	223.98	206	62° 16' 58"	C30	38.44	352	62° 16' 58"
C7	223.18	200	63° 56' 11"	C31	64.29	178	63° 56' 11"
C8	80.32	200	23° 02' 36"	C32	98.19	178	23° 02' 36"
C9	39.49	330	06° 51' 23"	C33	45.72	178	06° 51' 23"
C10	7.27	222	01° 52' 35"	C34	24.91	222	01° 52' 35"
C11	72.92	222	18° 49' 11"	C35	76.09	222	18° 49' 11"
C12	45.38	222	11° 42' 43"	C36	76.11	62.5	11° 42' 43"
C13	69.76	222	18° 00' 15"	C37	90.15	57.5	18° 00' 15"
C14	64.34	222	16° 36' 20"	C38	49.61	384	16° 36' 20"
C15	36.18	178	11° 38' 45"	C39	12.07	184	11° 38' 45"
C16	44.8	178	14° 25' 14"	C40	121.75	384	14° 25' 14"
C17	53.81	49.5	62° 37' 04"	C41	16.59	384	62° 37' 04"
C18	54.26	49.5	62° 48' 20"	C42	39.24	222	62° 48' 20"
C19	18.99	49.5	21° 58' 51"	C43	39.31	222	21° 58' 51"
C20	61.47	228	15° 26' 50"	C44	52.84	222	15° 26' 50"
C21	12.09	228	03° 02' 17"	C45	54.24	222	03° 02' 17"
C22	52.31	228	13° 08' 43"	C46	3.16	308	13° 08' 43"
C23	70.08	228	17° 36' 39"	C47	33.7	308	17° 36' 39"
C24	51.89	228	13° 02' 23"				

FINAL PLAT
 PHASE 6, TRAILHEAD 3 P.U.D.
 BEING A SUBDIVISION OF
 A PORTION OF TRACT 39L-A (DOC# 2012-7774)
 RESURVEY T.53N., R.101W., 6TH P.M.
 CITY OF CODY, PARK COUNTY, WYOMING



SAGE CIVIL ENGINEERING
 AND SURVEYING
 2824 BIG HORN AVENUE
 CODY, WY 82414
 PHONE: (307) 527-0915
 FAX: (307) 527-0916
 scea@sagecivilengineering.com



TRAILHEAD DEVELOPMENT, INC.
 1143 SHERIDAN AVE
 CODY, WY 82414
 DOC# 2012-7774

PREPARED: JUNE 9, 2014
 DRAWN BY: BJF CHK BY: PRC
 2012-40WRK/FINAL_PLAT

FIELD SURVEY: JAN. 2014 - MAY 2014
 FIELD BOOK 1A372 PAGES 1-70
 PRJ #2012-40

60 0 60 120

BAKKEN SUBDIVISION NO. 1

TRACT 39K-A

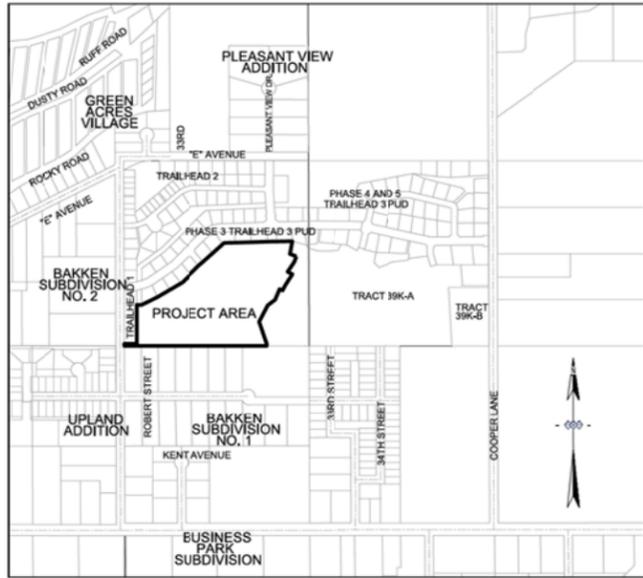
TRACT 39L-A

TRACT 39M-A

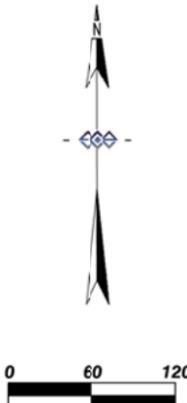
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TRACT 39O-A

TRACT 39P-A

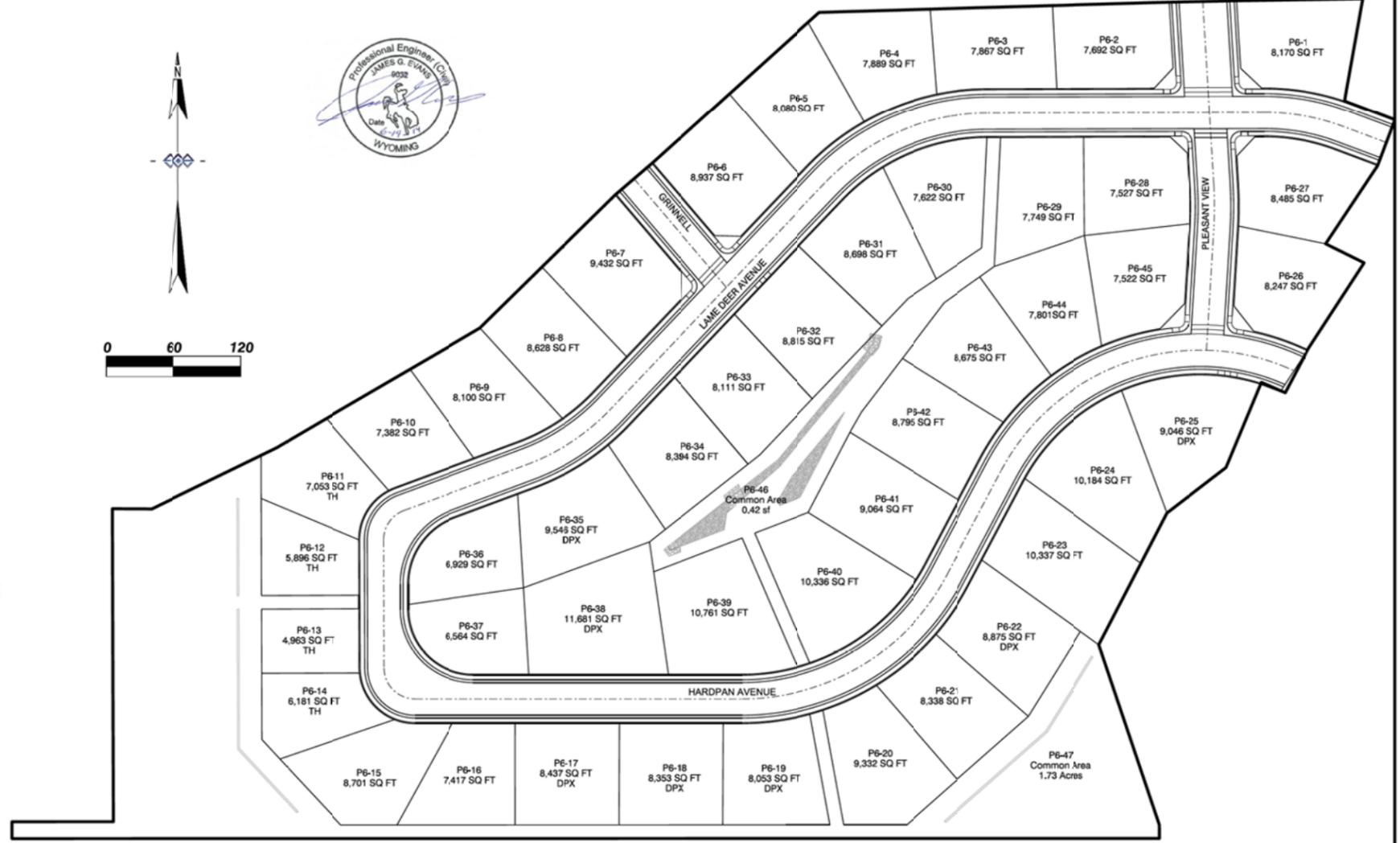


INDEX OF SHEETS			
SHEET NO.	SHEET	SHEET NO.	SHEET
1	GENERAL PLAN	13	PLEASANT VIEW/GRINNELL TREATED WATER PLAN AND PROFILE
2-4	QUANTITY SUMMARY	14	HARDPAN/LAME DEER SANATIZED SEWER PLAN AND PROFILE
5	TYPICAL SECTIONS	15	HARDPAN/PLEASANT VIEW SANATIZED SEWER PLAN AND PROFILE
6	LAME DEER/HARDPAN PLAN AND PROFILE	16	STORM SEWER PLAN AND PROFILE
7	HARDPAN PLAN AND PROFILE	17	PERCOLATION TRENCH 1 PLAN AND PROFILE
8	PLEASANT VIEW/GRINNELL PLAN AND PROFILE	18	UTILITY PLAN
9	INTERSECTIONS		CITY OF CODY DETAILS- STREET
10	SIGNAGE PLAN		CITY OF CODY DETAILS- WATER & SEWER
11	LAME DEER/HARDPAN TREATED WATER PLAN AND PROFILE		
12	HARDPAN TREATED WATER PLAN & PROFILE		



PROJECT LEGEND	
SUBDIVISION BOUNDARY AND LOT LINES	TREATED WATER SERVICE
PHASE 6 SUBDIVISION BOUNDARY	SANITARY SEWER SERVICE
PROPOSED EASEMENT BOUNDARY	SANITARY SEWER MANHOLE
PROPOSED SANITARY SEWER LINE	FIRE HYDRANT
PROPOSED TREATED WATER LINE	TREATED WATER VALVE
PROPOSED STORM SEWER	TREATED WATER TEE
IRRIGATION MAIN LINE	OVERHEAD POWER POLE
PRIMARY UNDERGROUND POWER	ELECTRICAL VAULT
SECONDARY UNDERGROUND POWER	TRANSFORMER
PROPOSED UNDERGROUND GAS LINE	SECONDARY PEDESTAL
PROPOSED UNDERGROUND TELEPHONE LINE	STREET LIGHT
PROPOSED UNDERGROUND TELEVISION	TELEPHONE SERVICE (TCT)
EXISTING TREATED WATER LINE	CABLE TELEVISION SERVICE (CHARTER)
EXISTING SANITARY SEWER LINE	GAS METER
EXISTING GAS LINE	CABLE UTILITY TRENCH
	CENTURY LINK CABLE
	STREET SIGN
	STOP SIGN
	STORM SEWER INLET

- GENERAL NOTES**
1. ALL QUANTITIES ARE CONSIDERED APPROXIMATE ONLY.
 2. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
 3. ALL CURB & GUTTER SHALL BE CITY OF CODY 5 IN. BACK "ROLL OVER" PROFILE, UNLESS OTHERWISE NOTED.



REVISIONS		JOB NO. - 2012-40	
DATE	DESCRIPTION	DRAWN BY - GRW	CHECKED BY - JGE
6/16/14	FINAL PLANS		

GENERAL PLAN

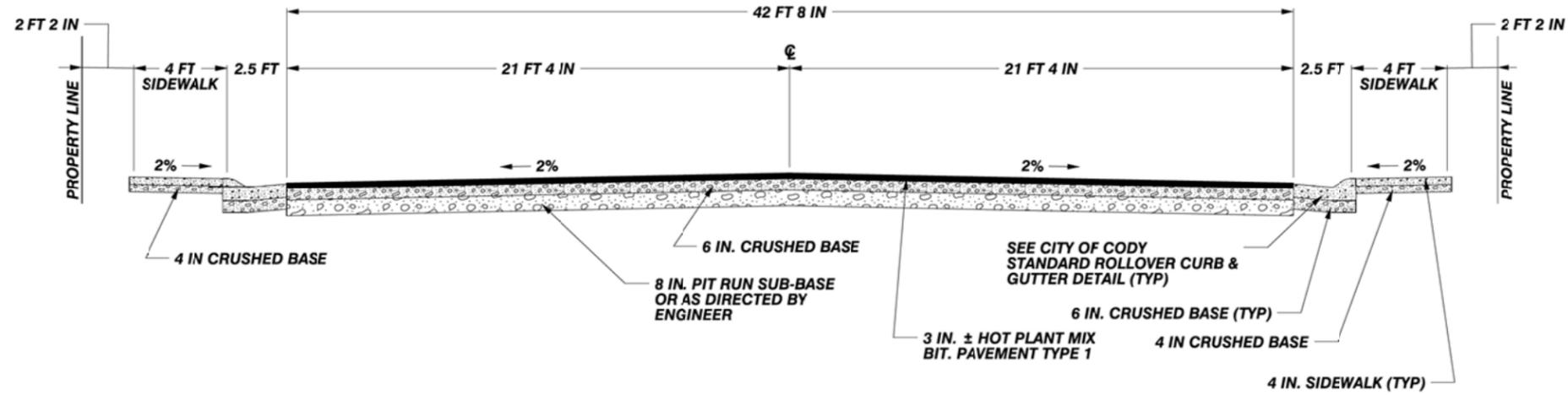
**PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

2824 BIG HORN AVE
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916

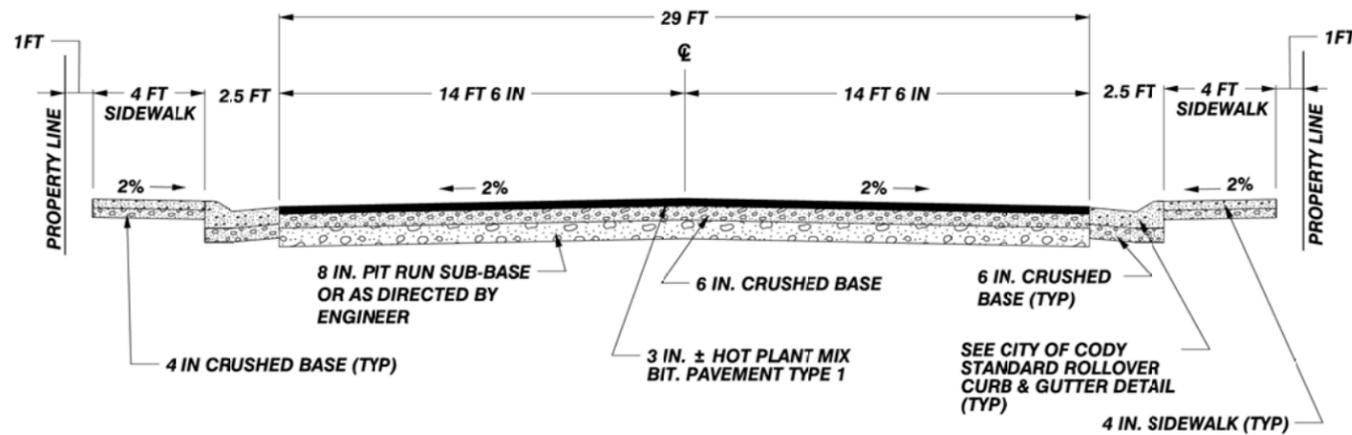


715 E. ROOSEVELT
P.O. BOX 1153
RIVERTON, WY 82501
PHONE: (307) 851-9252

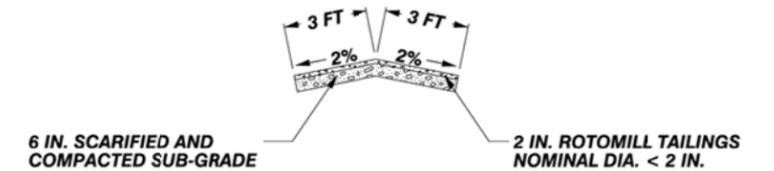
TYPICAL SECTION - PLEASANT VIEW STA. 6+00 THRU STA. 6+86



TYPICAL SECTION - LAME DEER AVENUE, HARDPAN AVENUE, GRINNELL TRAIL STREET, AND PLEASANT VIEW STA. 7+31 THRU STA. 8+97



PATHWAY TYPICAL SECTION



REVISION	JOB NO. 2012-40
DATE DESCRIPTION	DRAWN BY: GRW
6/19/14 FINAL PLANS	CHECKED BY:
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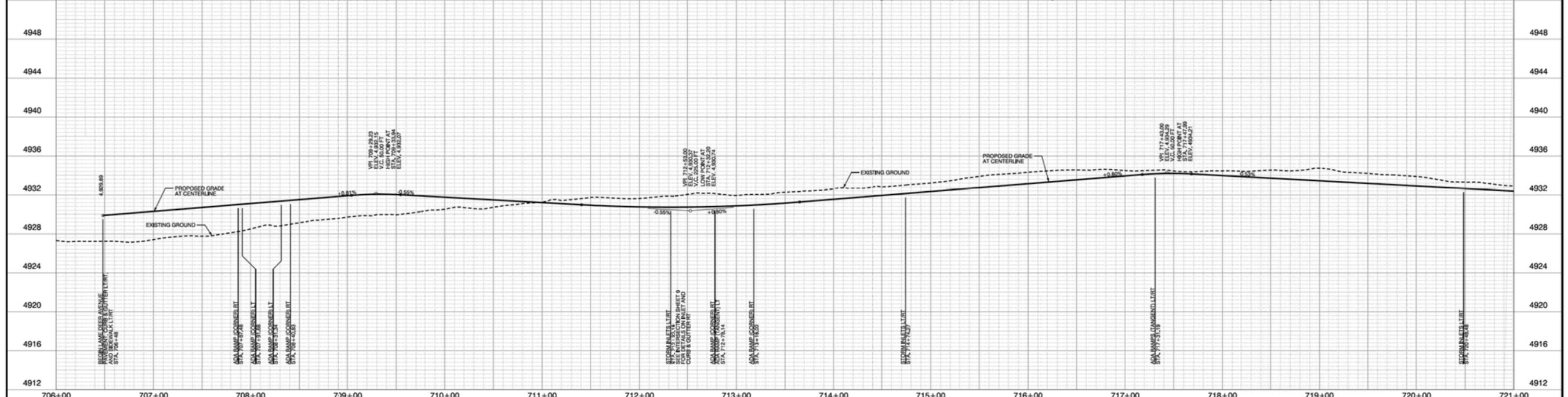
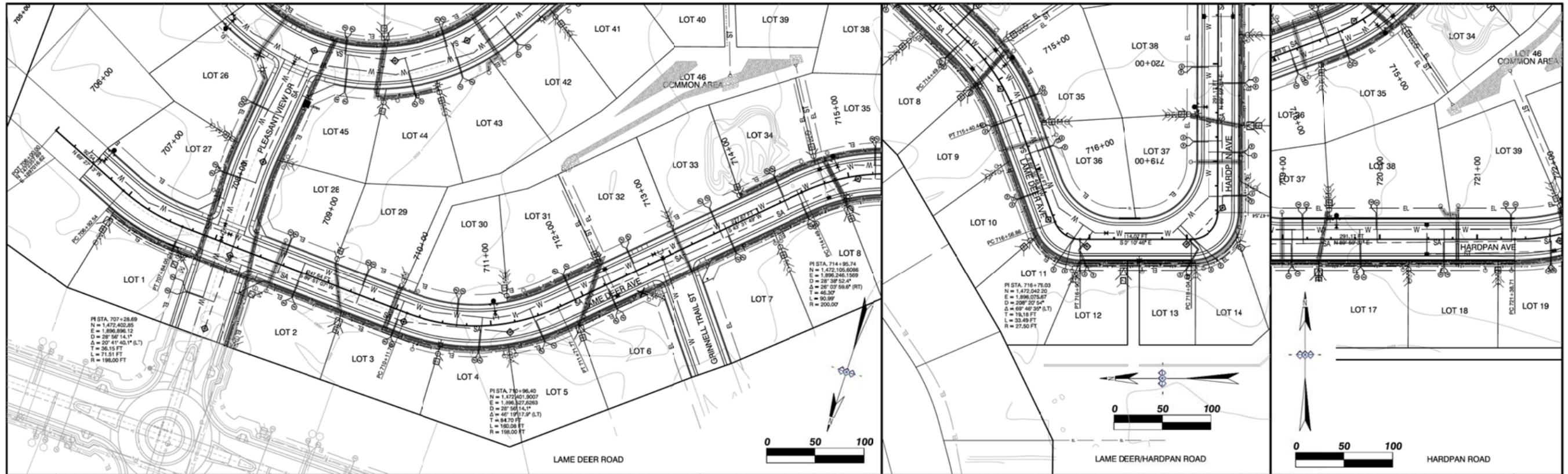
TYPICAL SECTIONS

PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE

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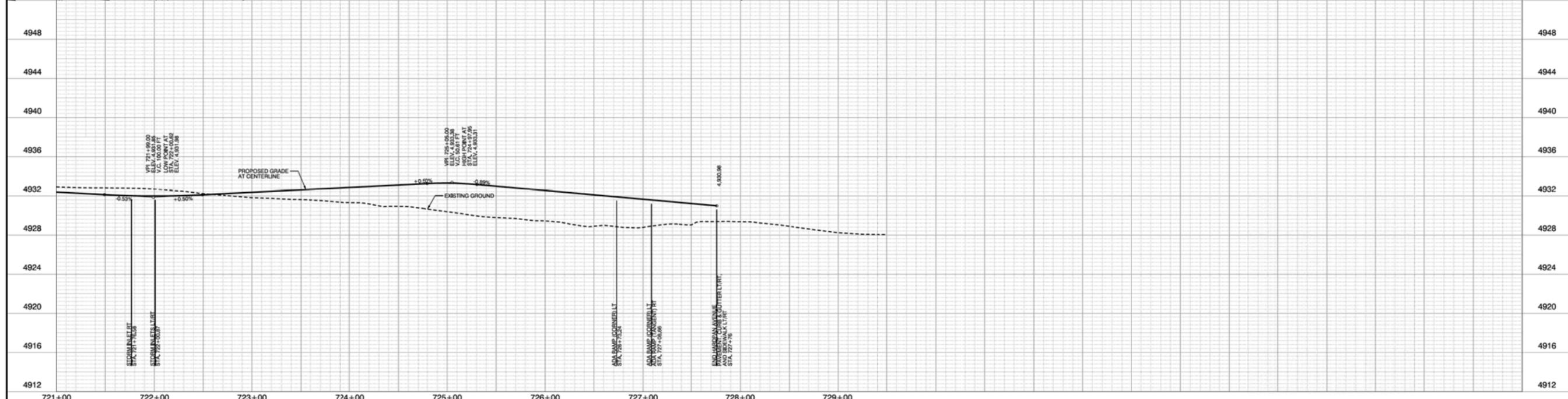
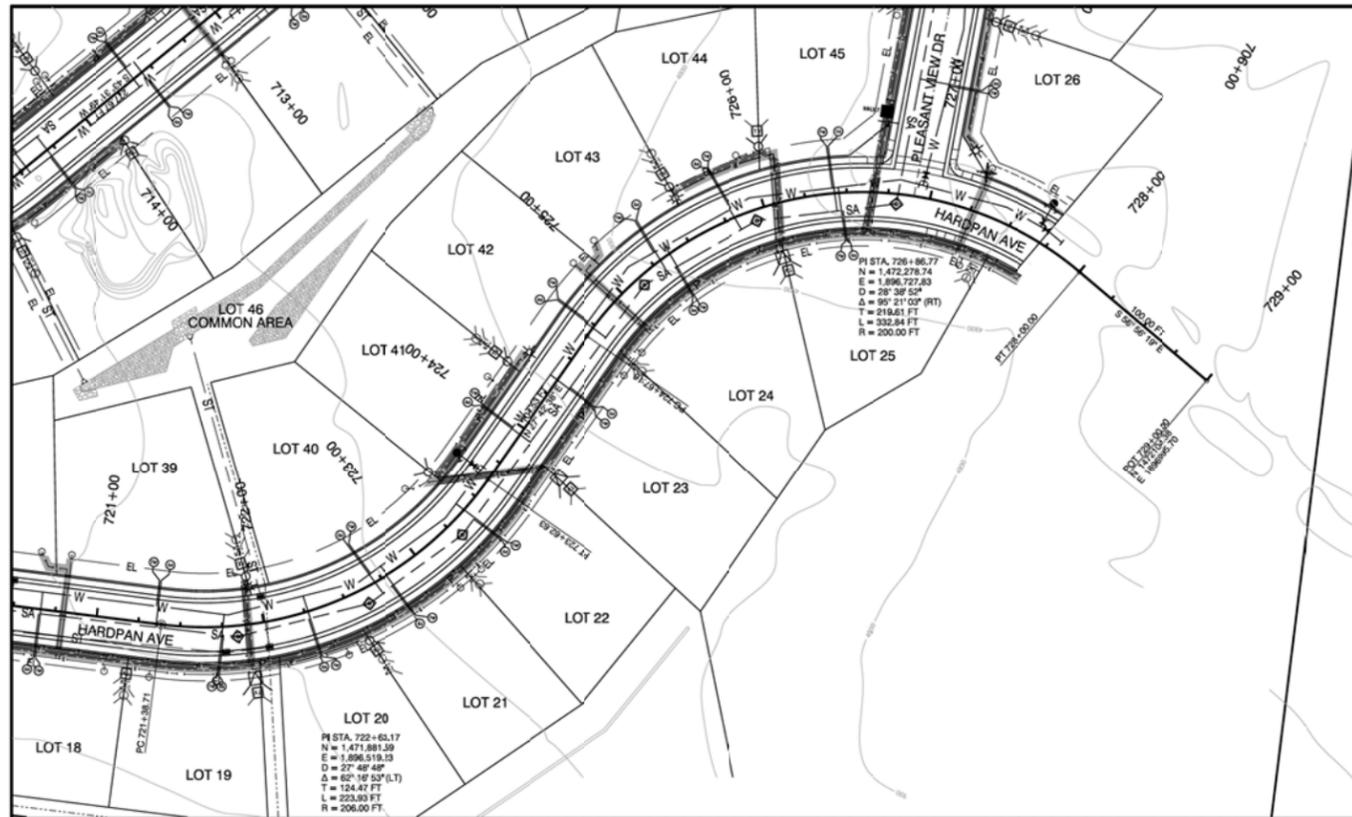
**LAME DEER/HARDPAN ROAD
 PLAN AND PROFILE**

**PHASE 6 - TRAILHEAD 3 PUD
 OWNER: ED HIGBIE**

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6 OF 18



REVISION	DATE	DESCRIPTION	JOB NO.	2012-40
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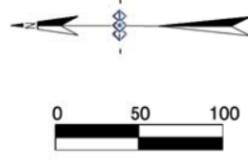
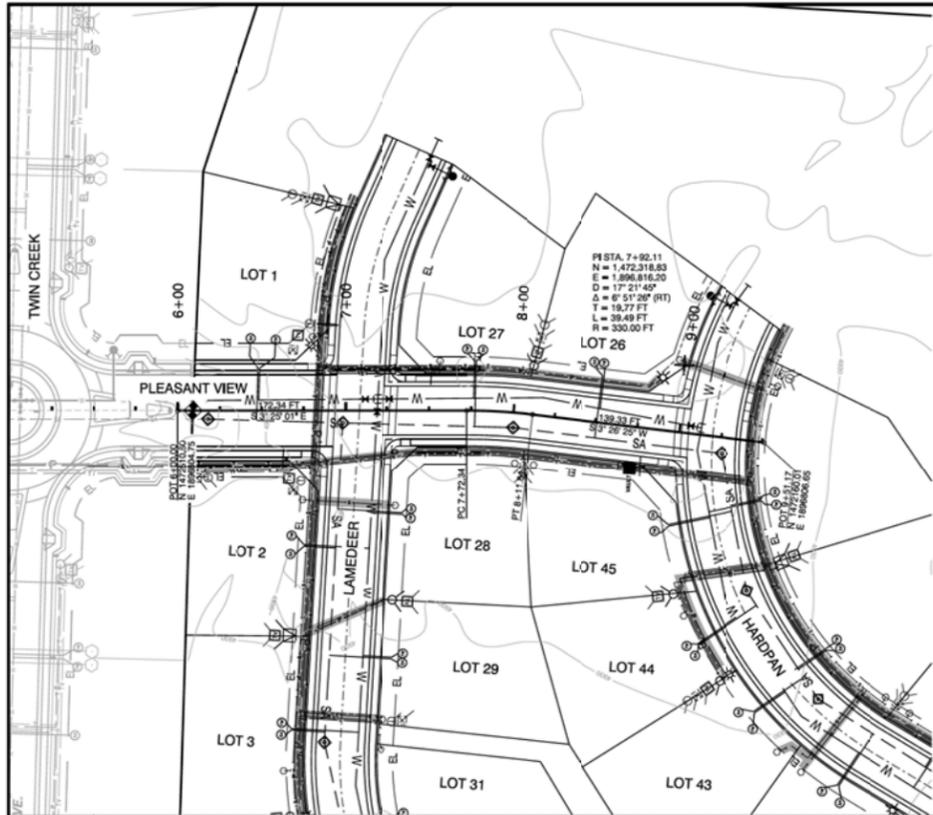
**HARDPAN ROAD
PLAN AND PROFILE**

**PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

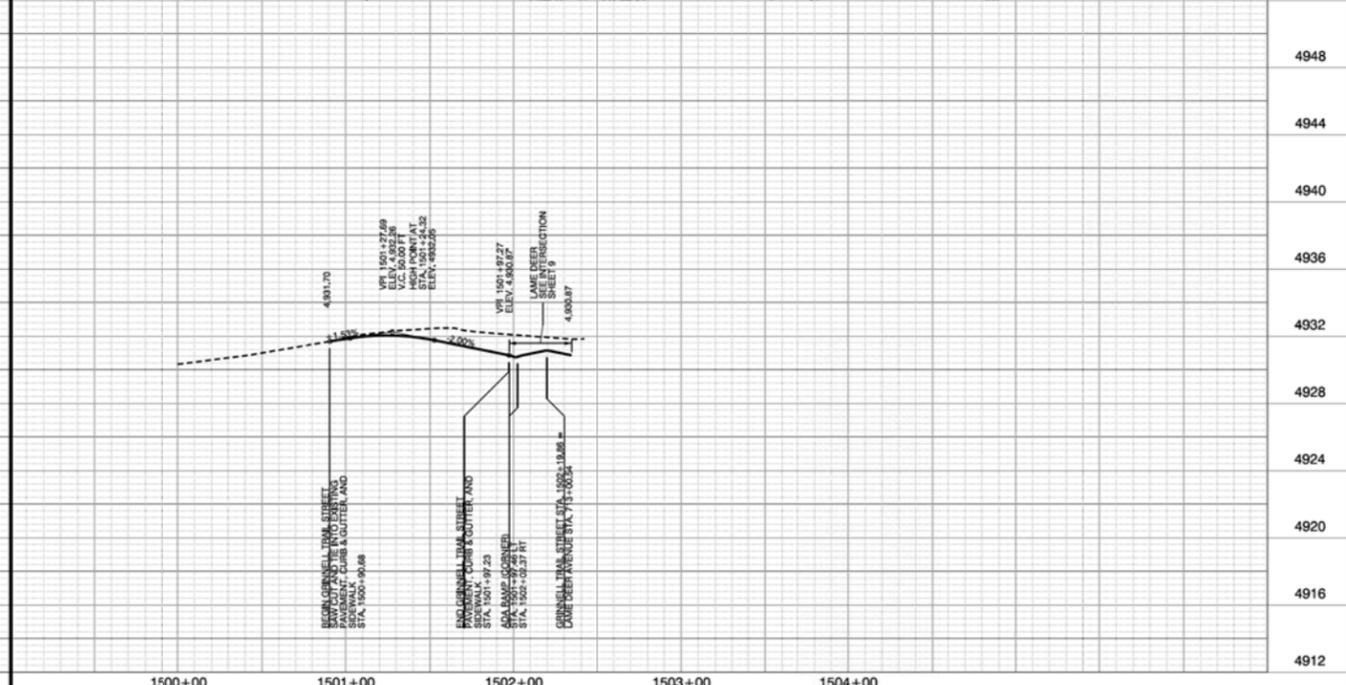
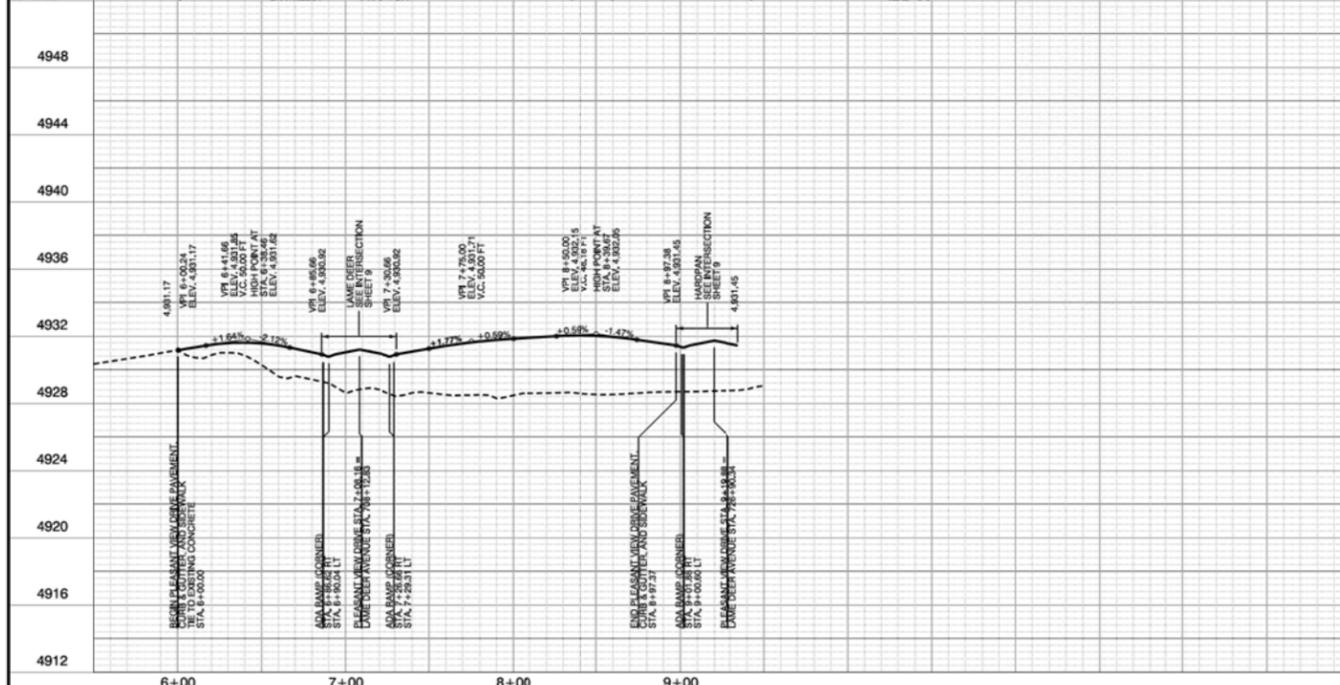
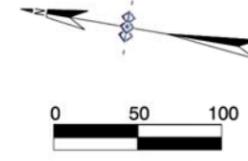
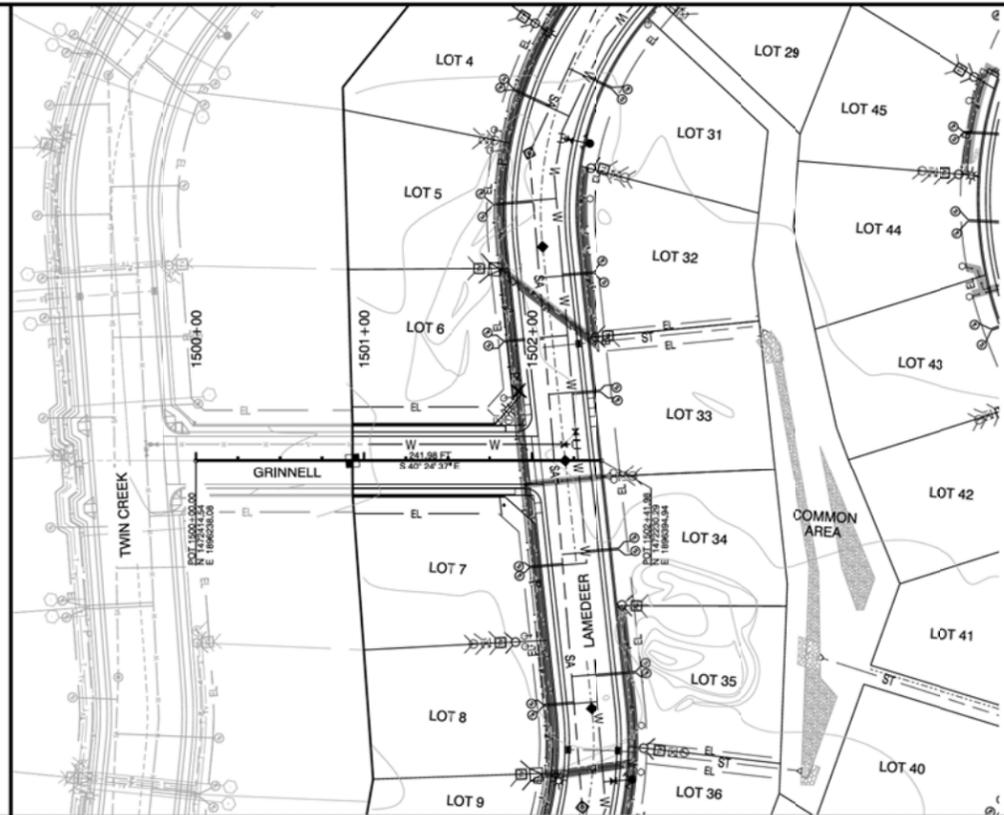
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PLEASANT VIEW ROAD



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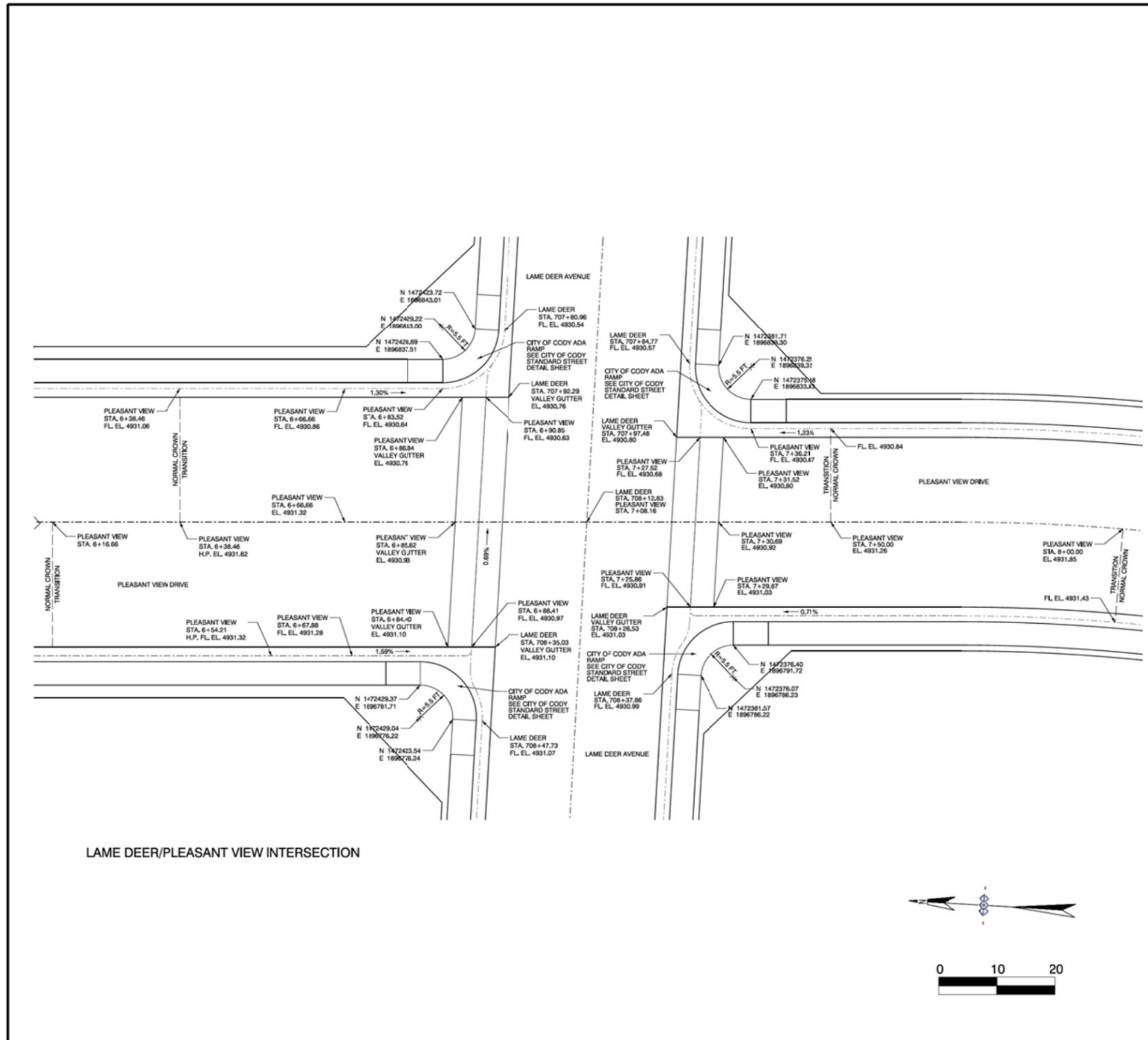
**PLEASANT VIEW/GRINNELL ROAD
PLAN AND PROFILE**

**PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

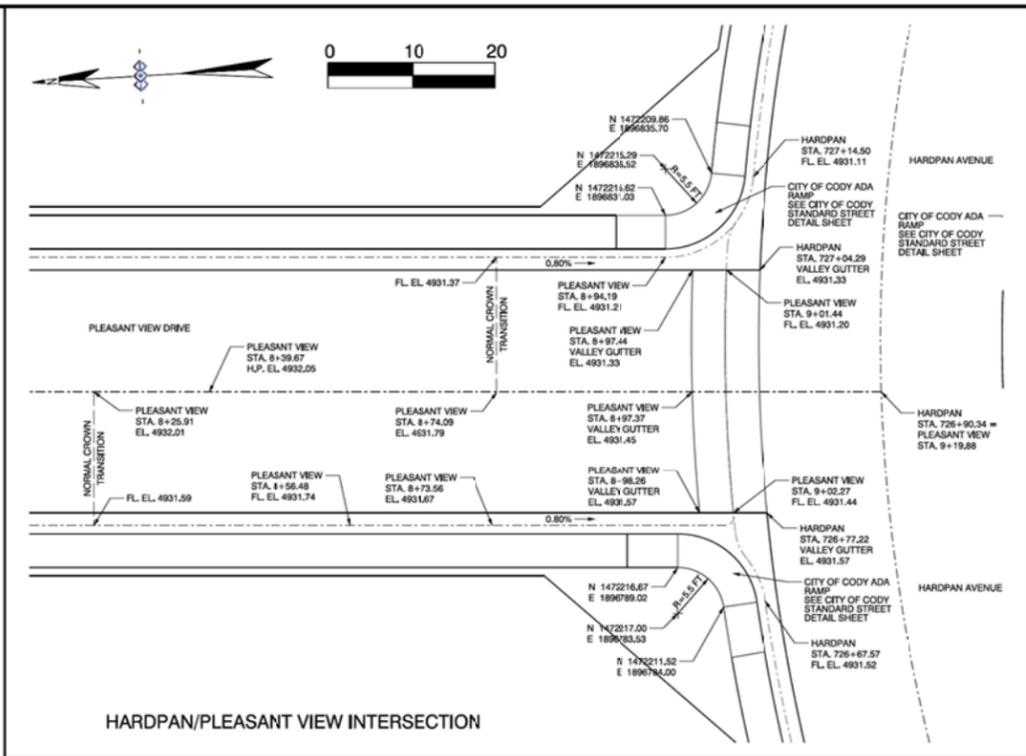
2824 BIG HORN AVE
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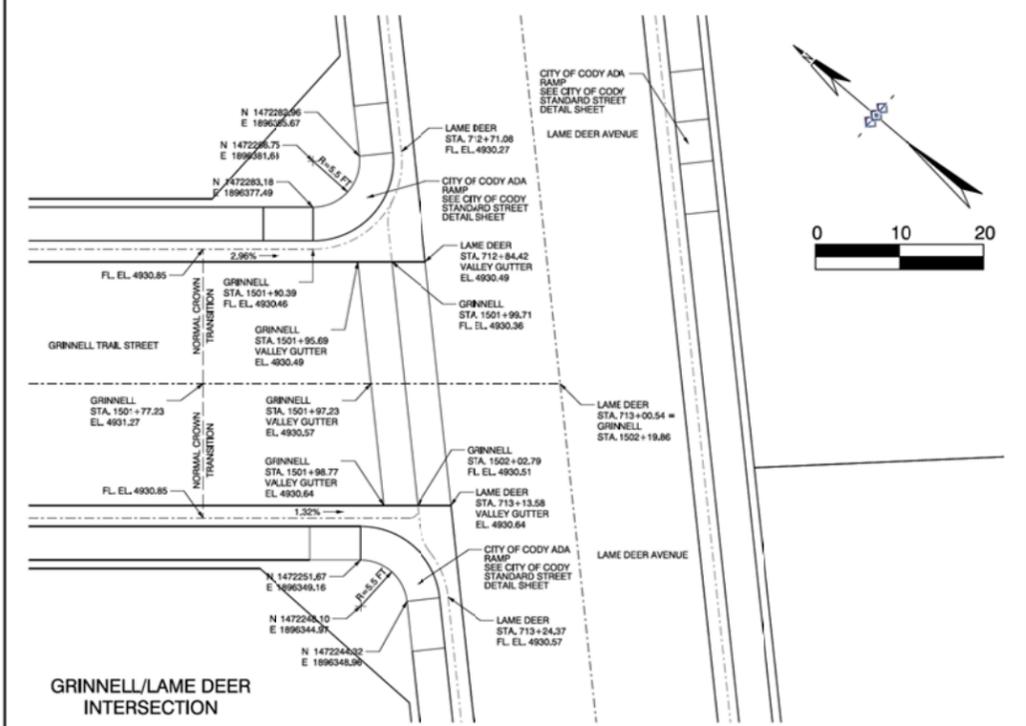
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LAME DEER/PLEASANT VIEW INTERSECTION



HARDPAN/PLEASANT VIEW INTERSECTION



GRINNELL/LAME DEER INTERSECTION

REVISION	JOB NO.
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6/19/14 FINAL PLANS	DRAWN BY: GRW
	CHECKED BY:
	APPROVED BY:

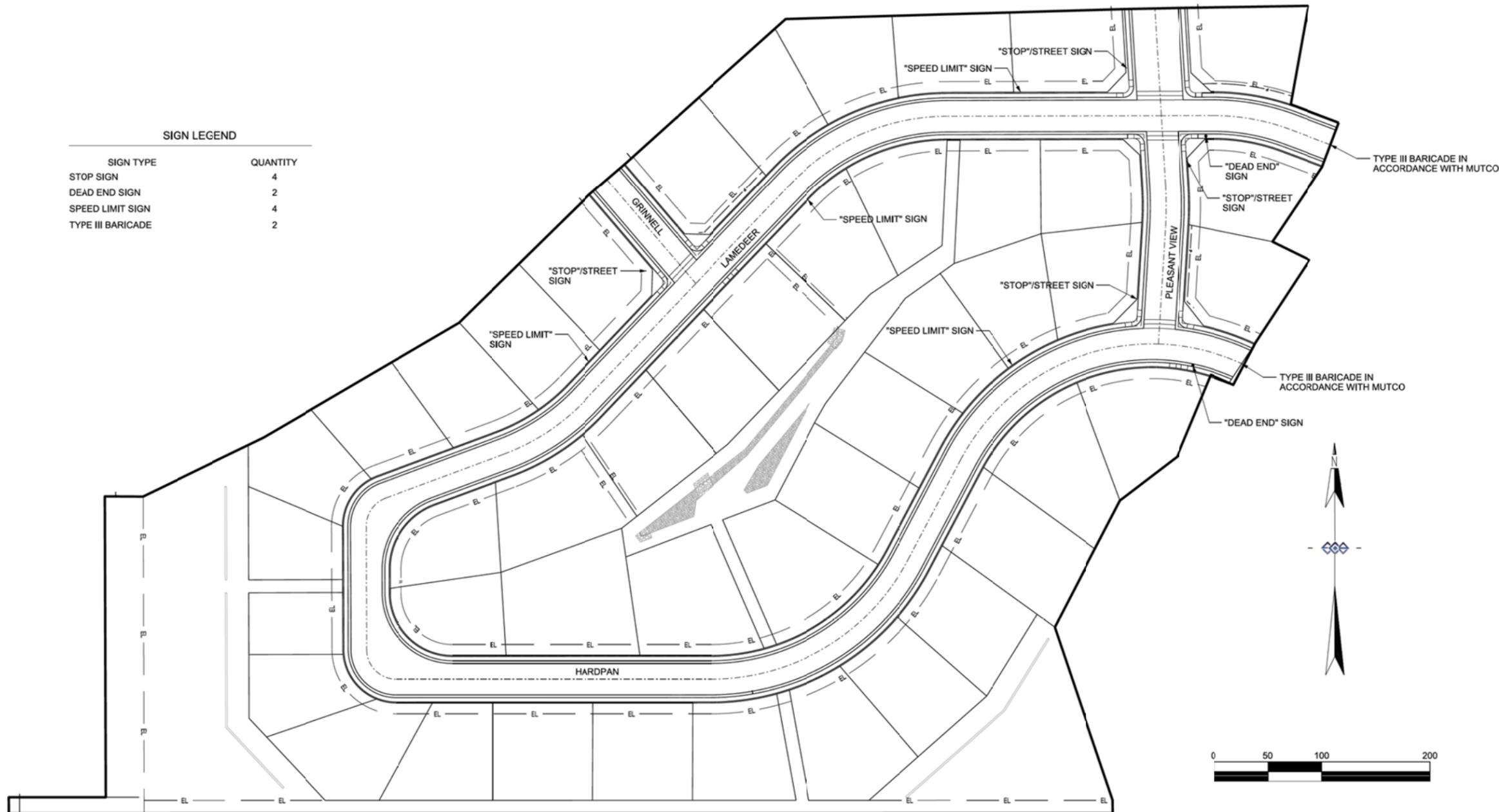
INTERSECTIONS

PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE

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PHONE: (307) 527-0915
FAX: (307) 527-0916



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SIGN LEGEND

SIGN TYPE	QUANTITY
STOP SIGN	4
DEAD END SIGN	2
SPEED LIMIT SIGN	4
TYPE III BARICADE	2

REVISION	DATE	DESCRIPTION
	6/19/14	FINAL PLANS

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CHECKED BY:	
APPROVED BY:	

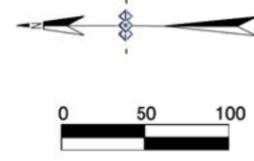
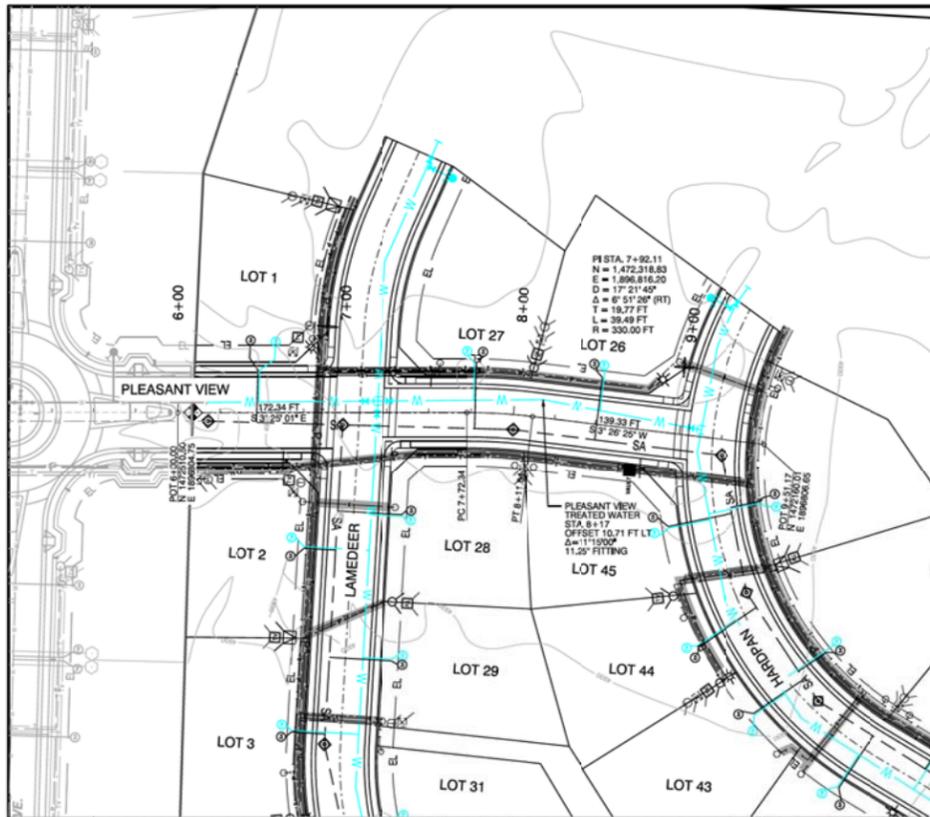
SIGNAGE PLAN

**PHASE 6 - TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

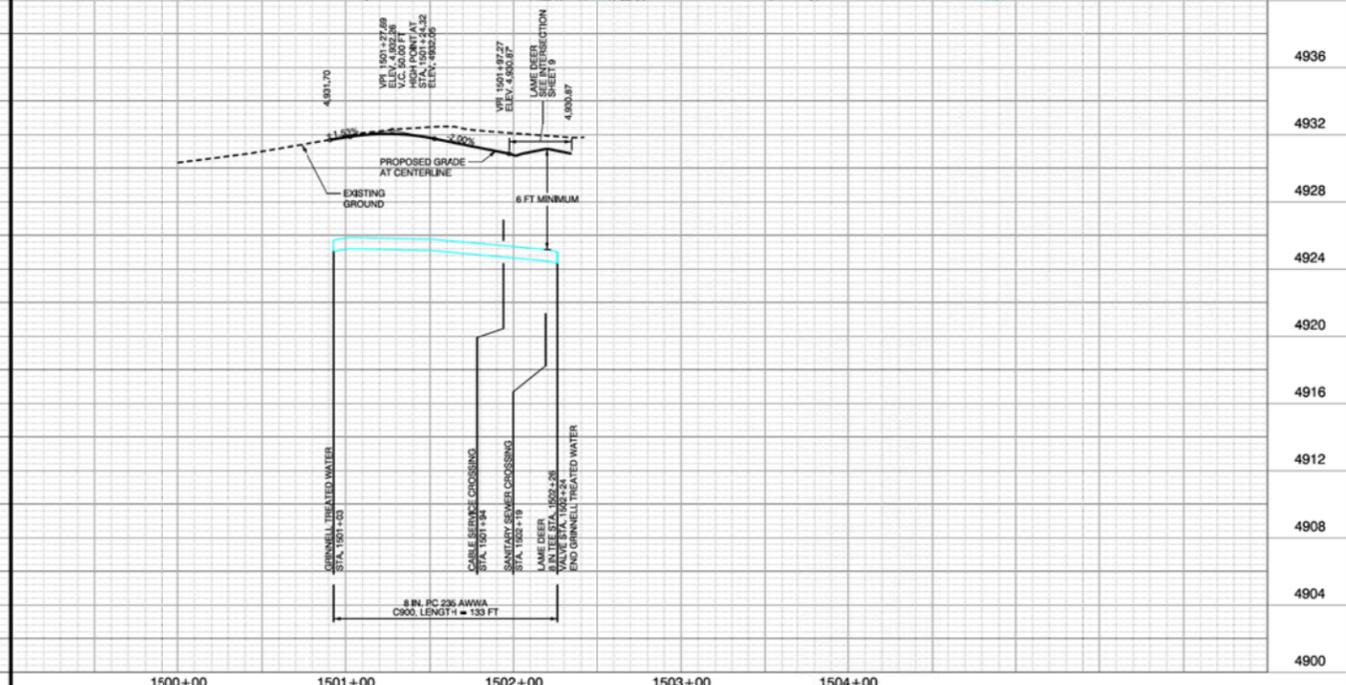
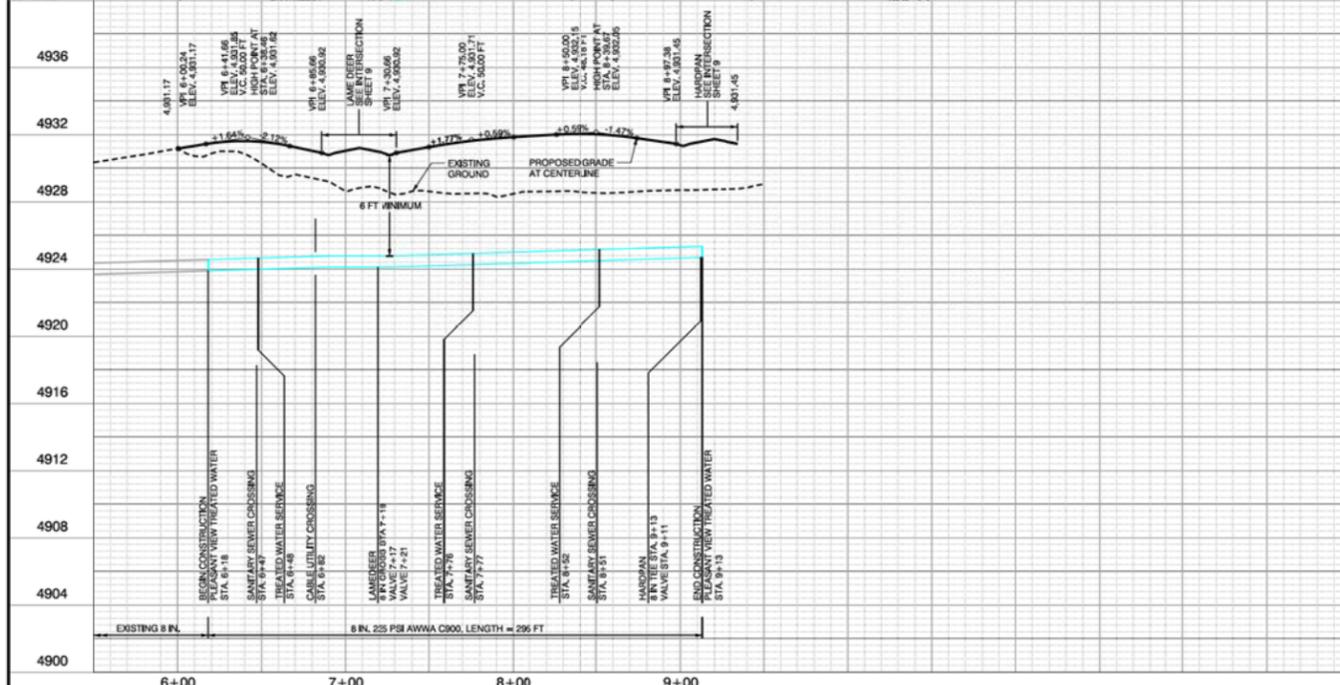
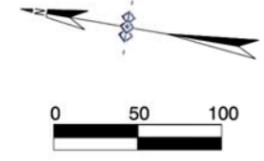
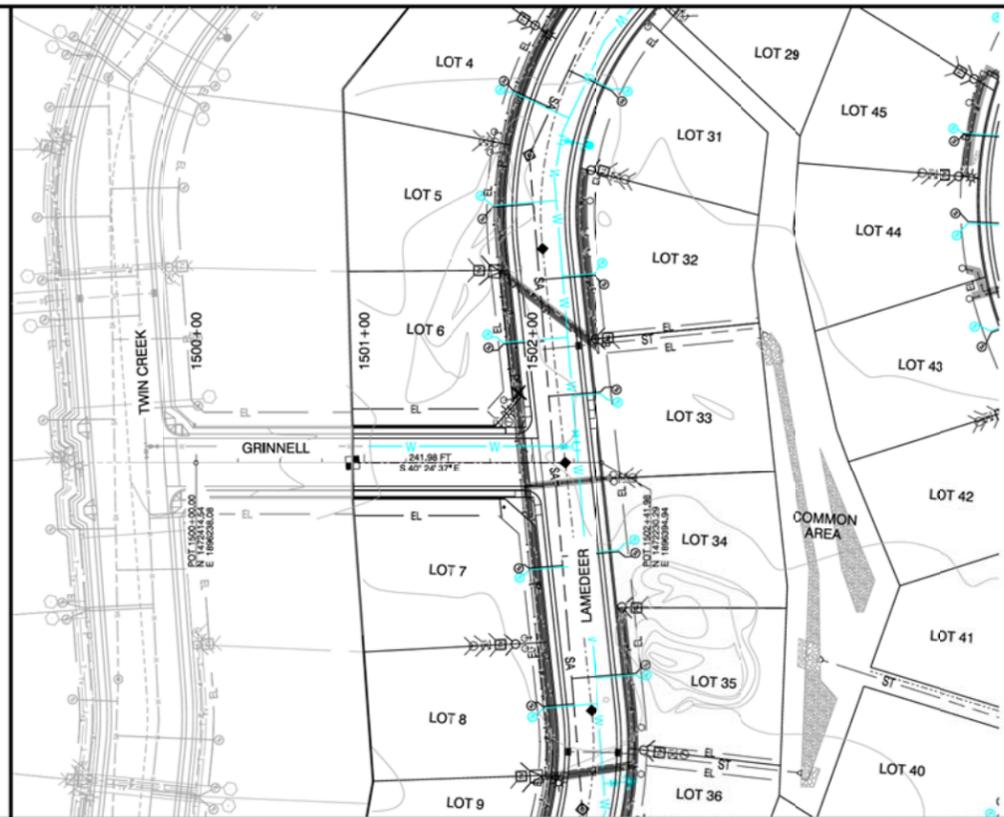
2824 BIG HORN AVE
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0913



715 E. ROOSEVELT
P.O. BOX 1153
RIVERTON, WY 82501
PHONE: (307) 851-9252



PLEASANT VIEW TREATED WATER



REVISION	DATE	DESCRIPTION
6/19/14	FINAL PLANS	

JOB NO.	2012-40
DRAWN BY:	GRW
CHECKED BY:	
APPROVED BY:	

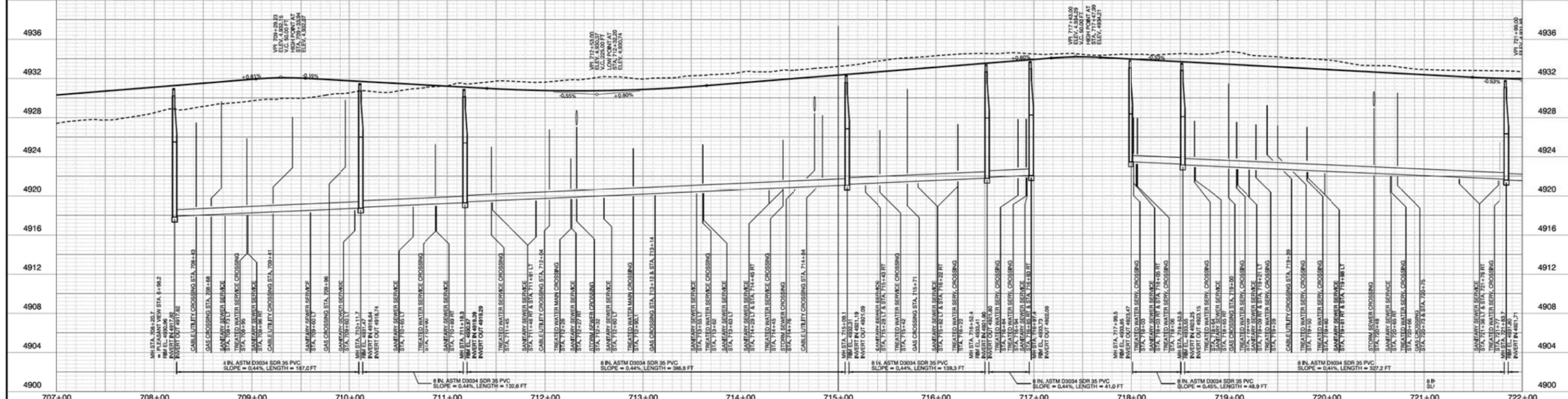
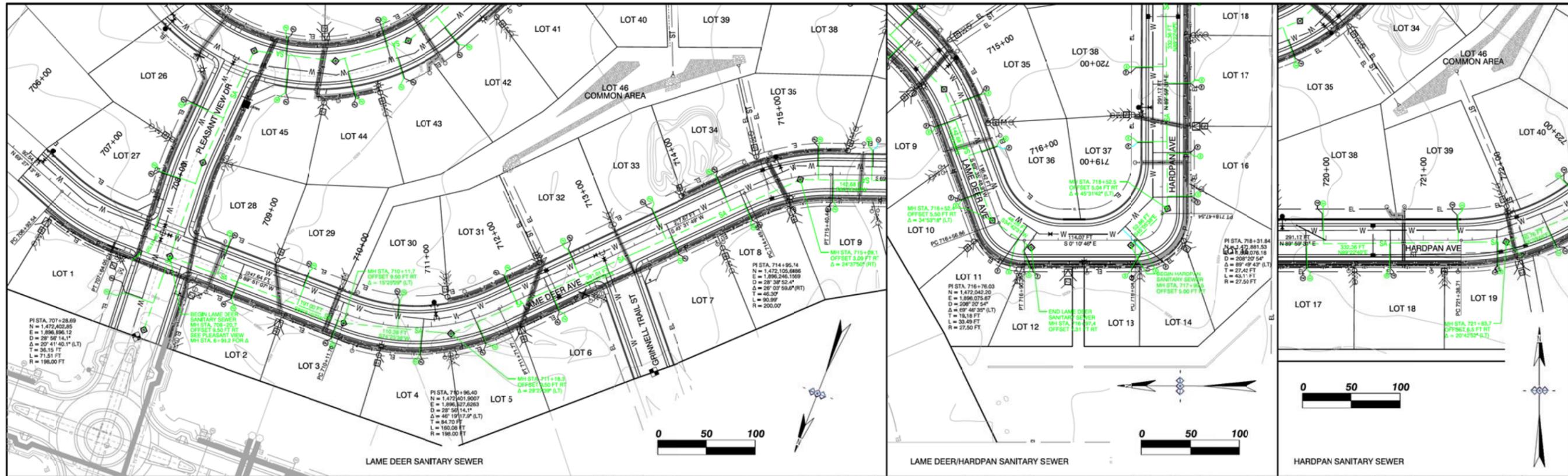
PLEASANT VIEW/GRINNELL TREATED WATER
PLAN AND PROFILE

PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE

2824 BIG HORN AVE
CODY, WY 82414
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715 E. ROOSEVELT
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PHONE: (307) 851-9252



REVISION	DATE	DESCRIPTION	JOB NO.	2012-40	DRAWN BY:	GRW	CHECKED BY:	APPROVED BY:
6/19/14		FINAL PLANS						

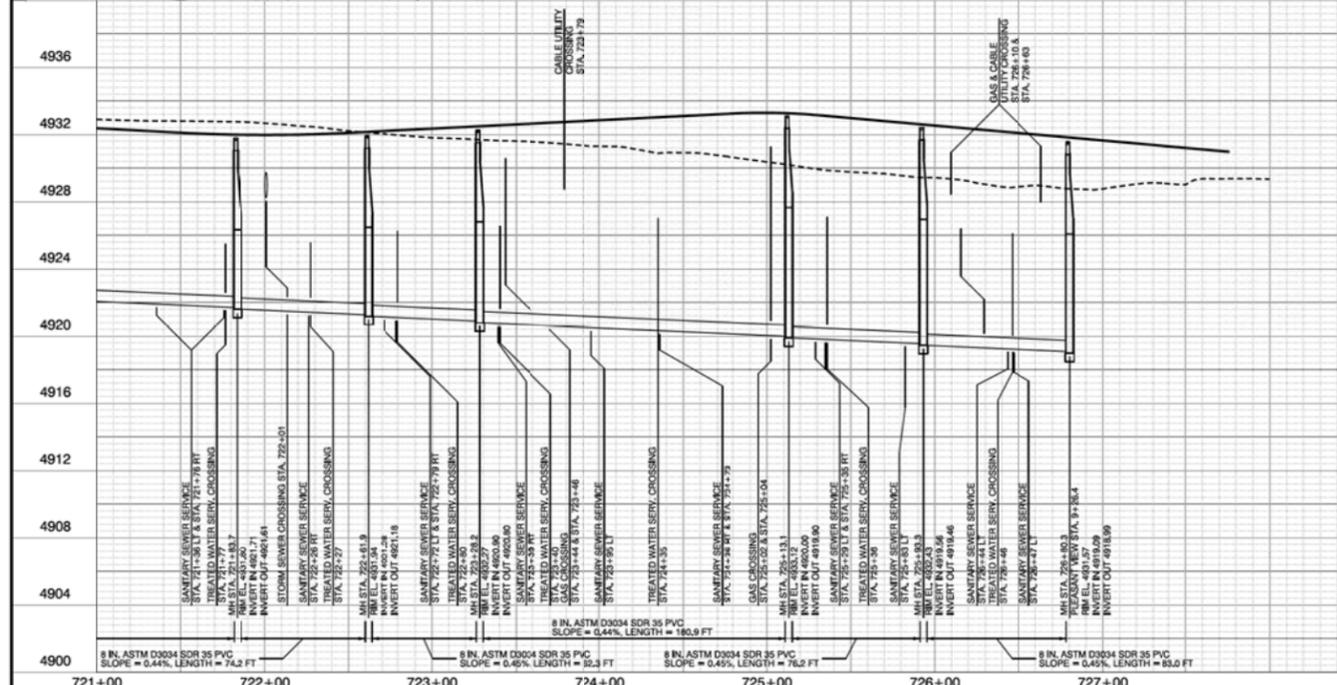
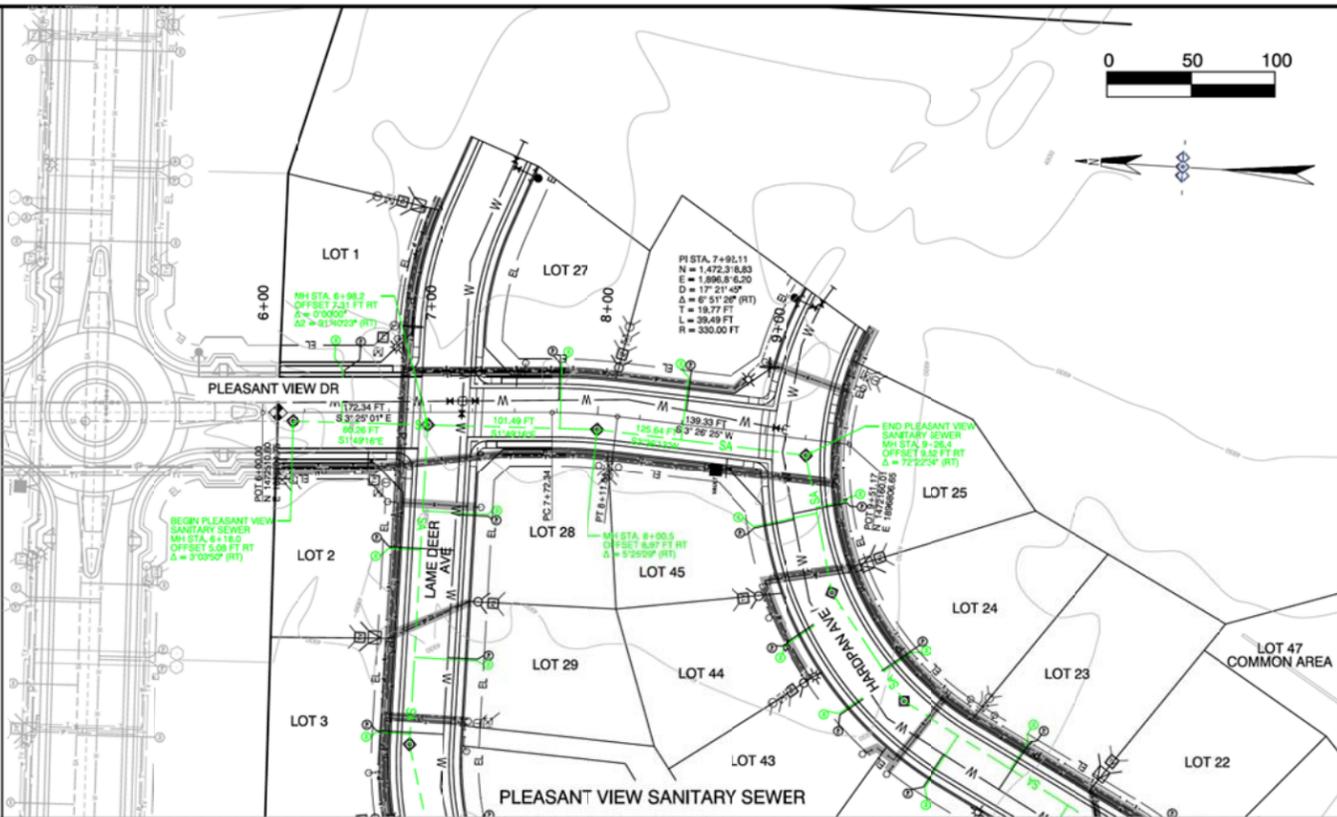
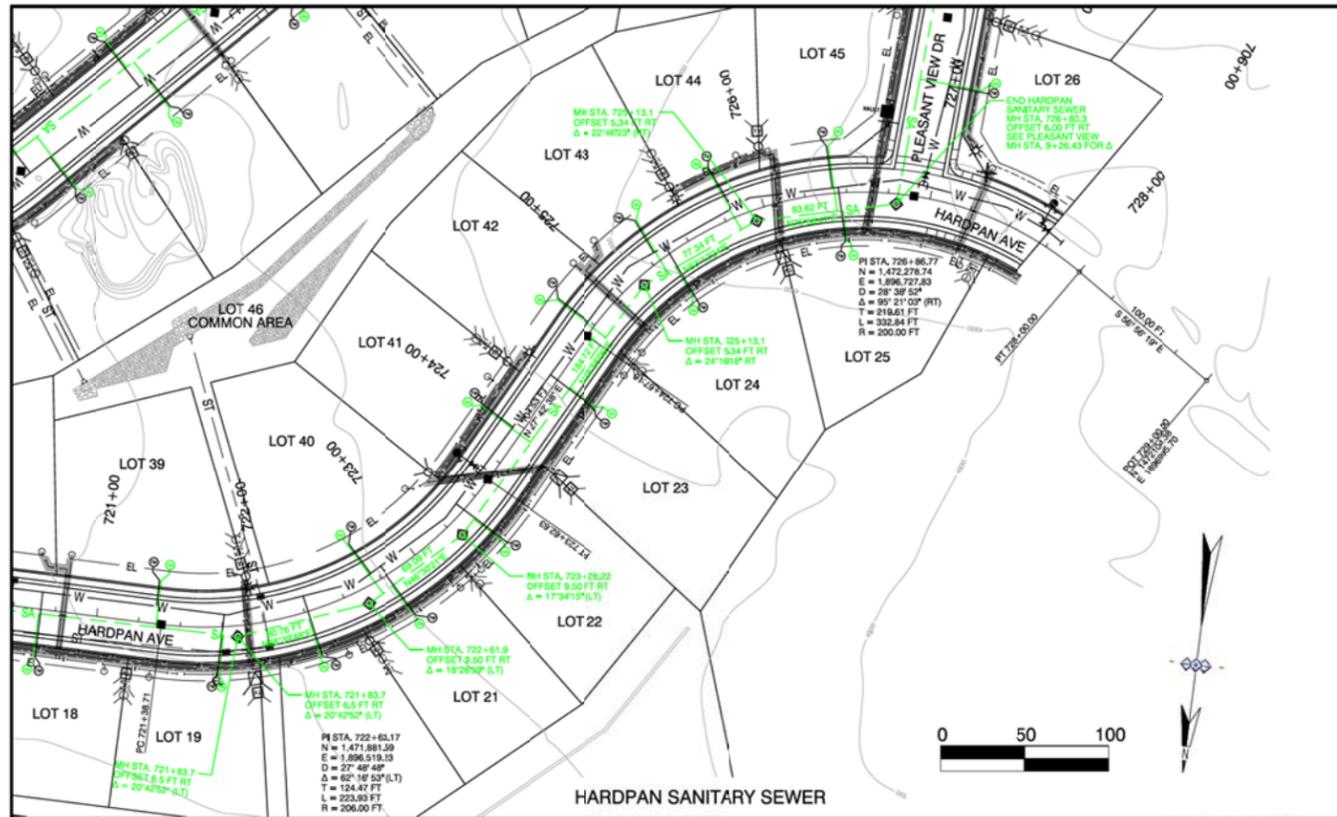
**LAME DEER/HARDPAN SANITARY SEWER
PLAN AND PROFILE**

**PHASE 6 - TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

2824 BIG HORN AVE
CODY, WY 82414
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715 E. ROOSEVELT
P.O. BOX 1153
RIVERTON, WY 82501
PHONE: (307) 851-9252



REVISION	DATE	DESCRIPTION	JOB NO.	12-40
6/19/14		FINAL PLANS	DRAWN BY:	GRW
			CHECKED BY:	
			APPROVED BY:	

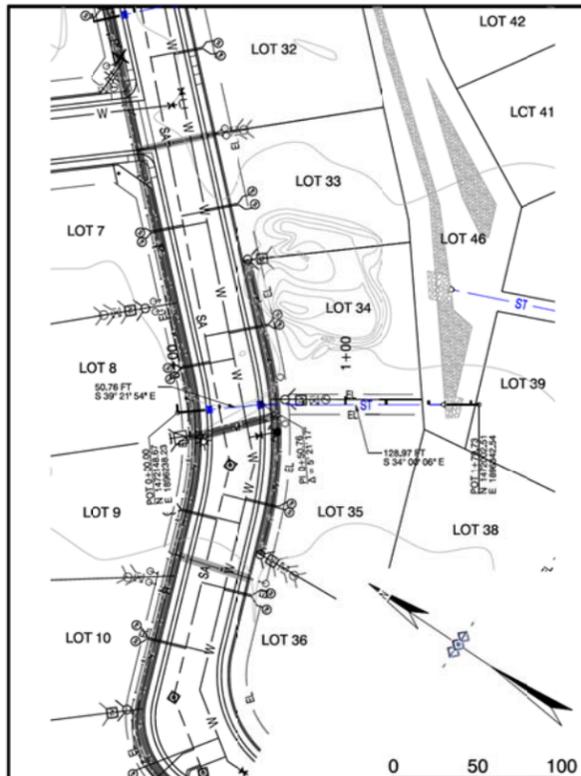
**HARDPAN/PLEASANT VIEW SANITARY SEWER
PLAN AND PROFILE**

**PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

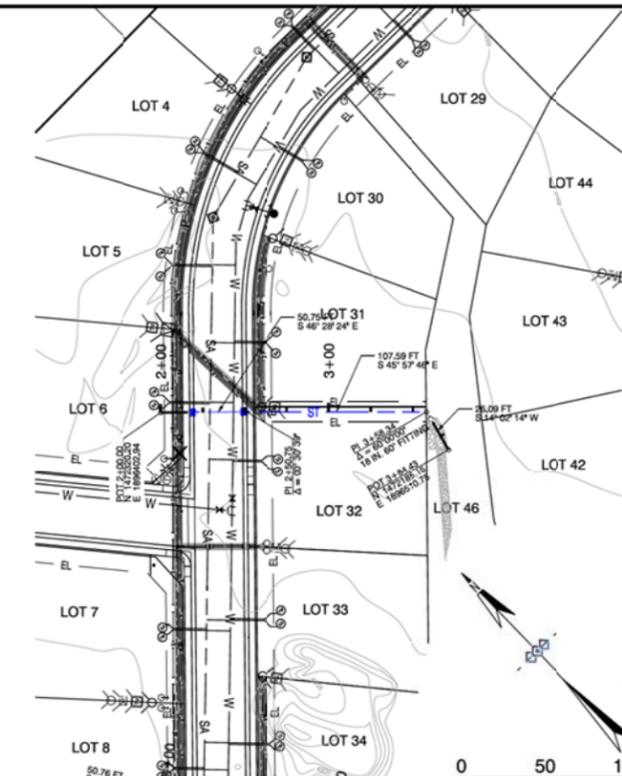
2824 BIG HORN AVE
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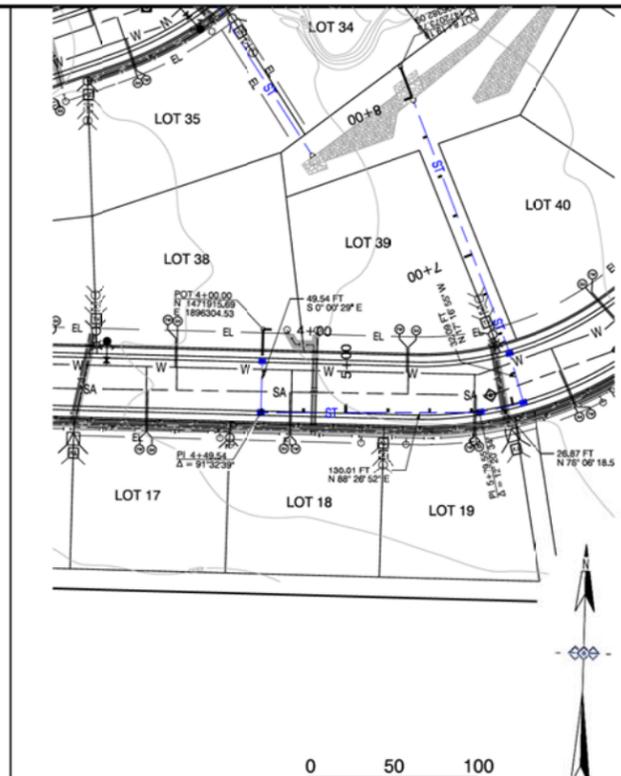
715 E. ROOSEVELT
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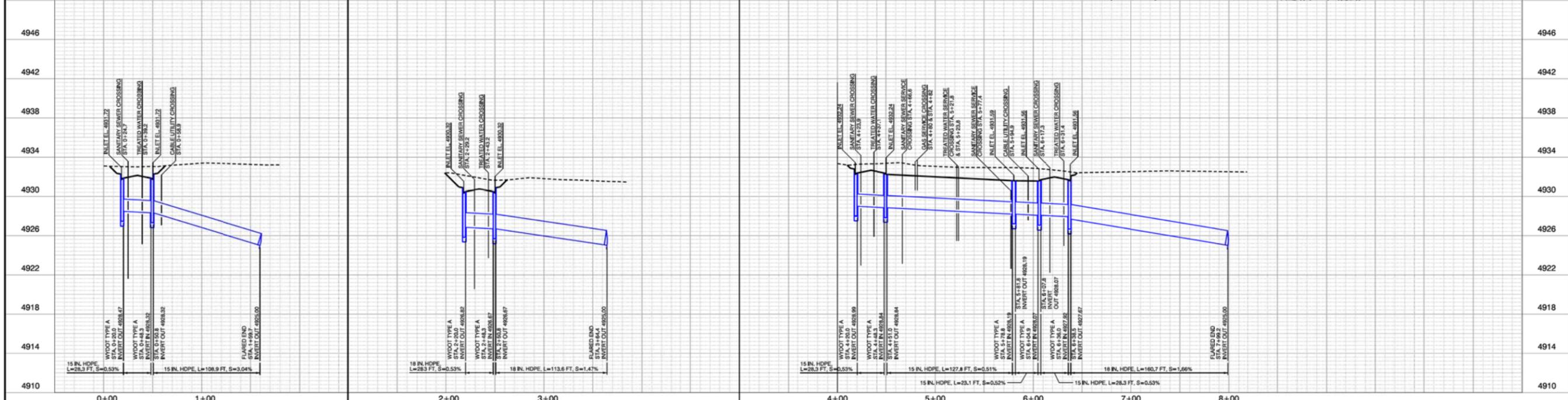
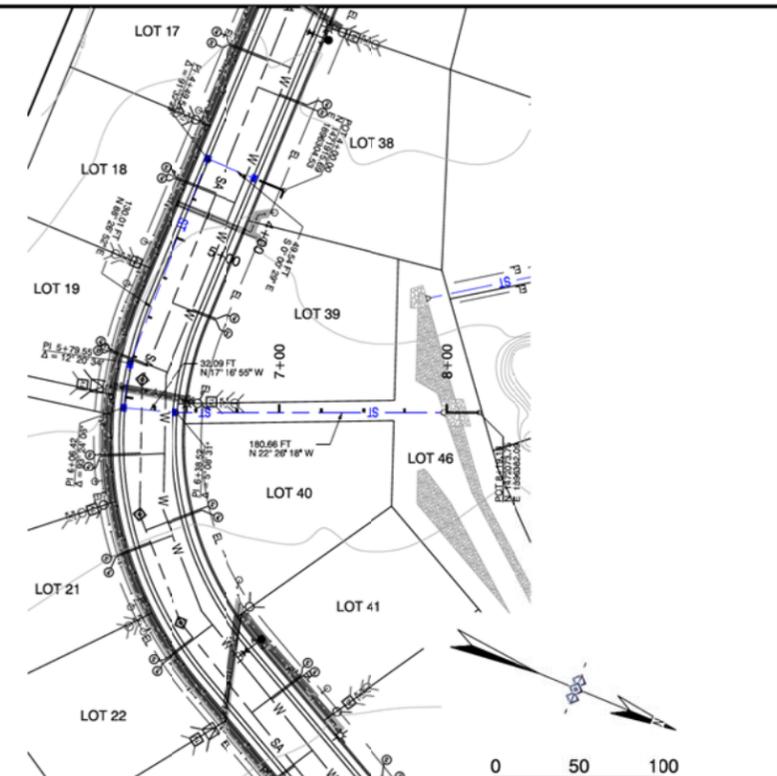
STORM SEWER 1



STORM SEWER 2



STORM SEWER 3



REVISION	DATE	DESCRIPTION	JOB NO.	2012-40
6/19/14		FINAL PLANS	DRAWN BY:	GRW
			CHECKED BY:	
			APPROVED BY:	

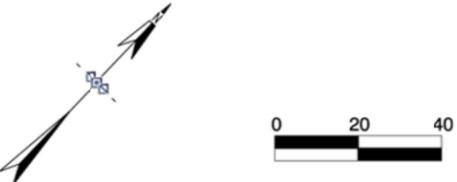
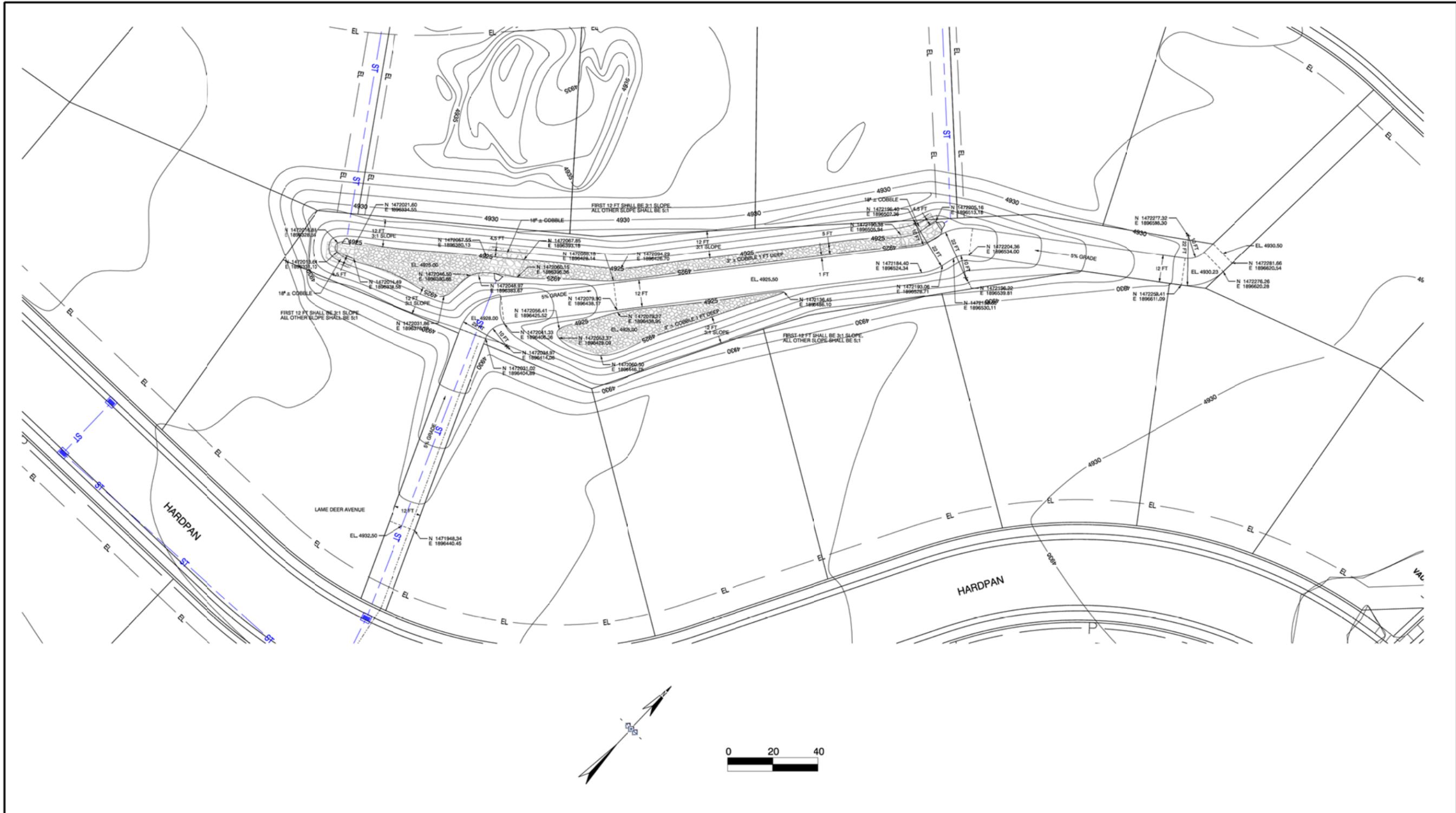
**STORM SEWER
PLAN AND PROFILE**

**PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

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REVISION	
DATE	DESCRIPTION
6/19/14	FINAL PLANS

JOB NO.	2012-40
DRAWN BY:	GRW
CHECKED BY:	
APPROVED BY:	

PERCOLATION TRENCH

**PHASE 6 TRAILHEAD 3 PUD
OWNER: ED HIGBIE**

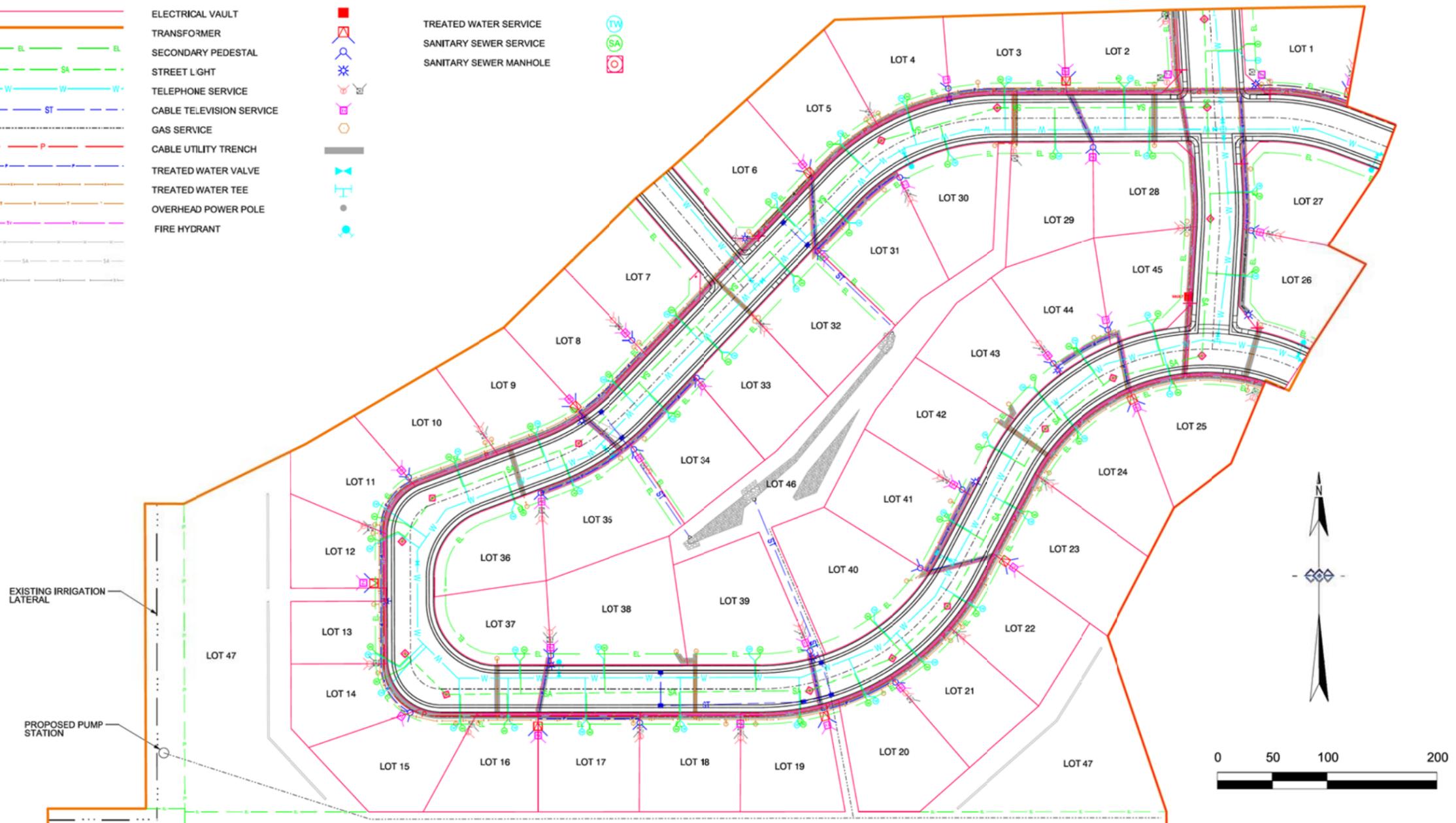
2824 BIG HORN AVE
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715 E. ROOSEVELT
P.O. BOX 1153
RIVERTON, WY 82501
PHONE: (307) 851-9252

LEGEND

SUBDIVISION BOUNDARY AND LOT LINES		ELECTRICAL VAULT		TREATED WATER SERVICE	
PHASE 6 SUBDIVISION BOUNDARY		TRANSFORMER		SANITARY SEWER SERVICE	
PROPOSED EASEMENT BOUNDARY		SECONDARY PEDESTAL		SANITARY SEWER MANHOLE	
PROPOSED SANITARY SEWER LINE		STREET LIGHT			
PROPOSED TREATED WATER LINE		TELEPHONE SERVICE			
PROPOSED STORM SEWER		CABLE TELEVISION SERVICE			
IRRIGATION MAIN LINE		GAS SERVICE			
PRIMARY UNDERGROUND POWER		CABLE UTILITY TRENCH			
SECONDARY UNDERGROUND POWER		TREATED WATER VALVE			
PROPOSED UNDERGROUND GAS LINE		TREATED WATER TEE			
PROPOSED UNDERGROUND TELEPHONE LINE		OVERHEAD POWER POLE			
PROPOSED UNDERGROUND TELEVISION		FIRE HYDRANT			
EXISTING TREATED WATER LINE					
EXISTING SANITARY SEWER LINE					
EXISTING GAS LINE					



REVISION	DATE	DESCRIPTION
6/19/14		FINAL PLANS

JOB NO.	2012-40
DRAWN BY:	GRW
CHECKED BY:	
APPROVED BY:	

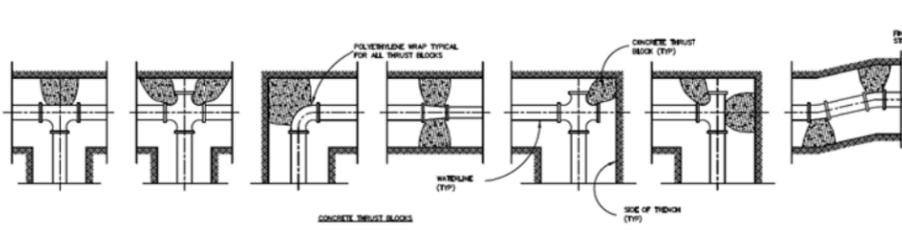
UTILITY PLAN

PHASE 6 - TRAILHEAD 3 PUD
OWNER: ED HIGBIE

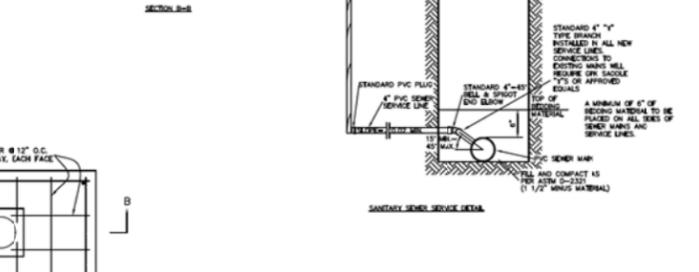
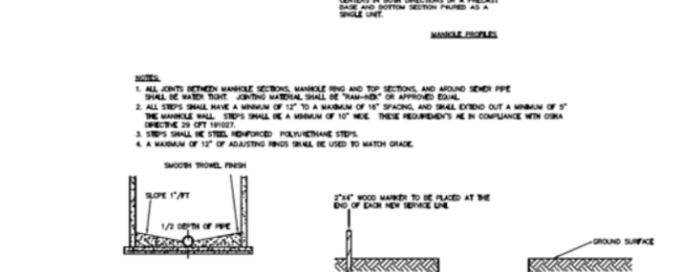
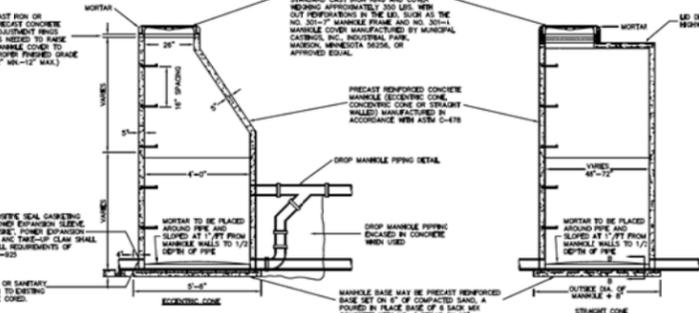
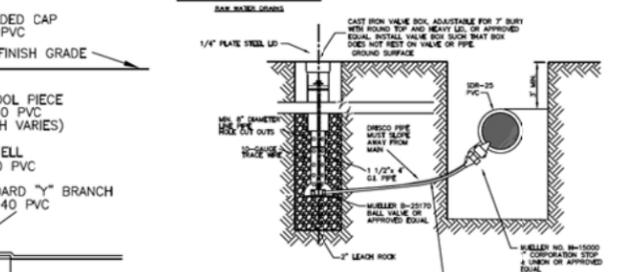
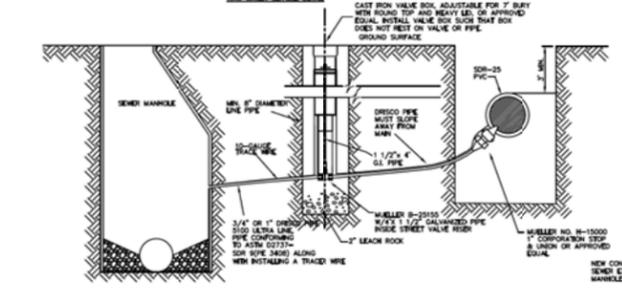
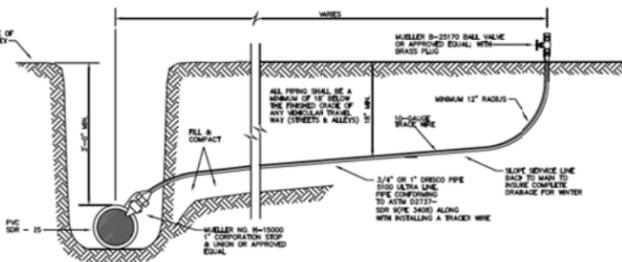
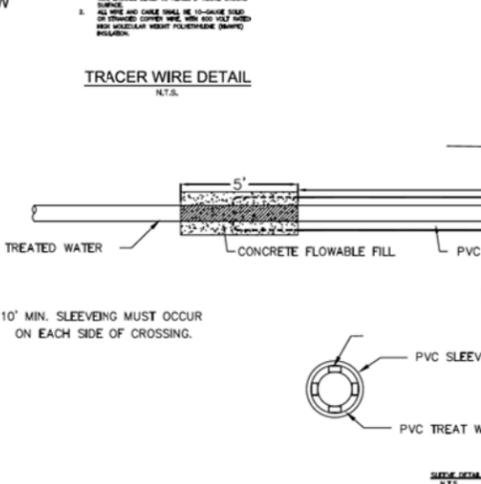
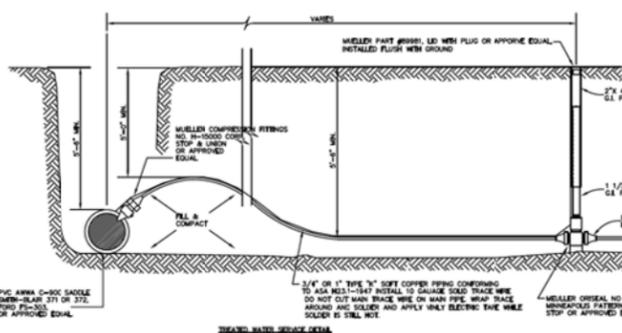
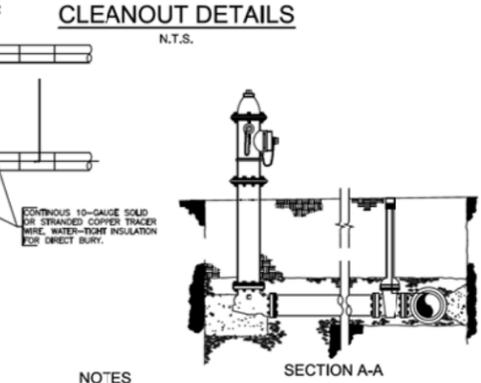
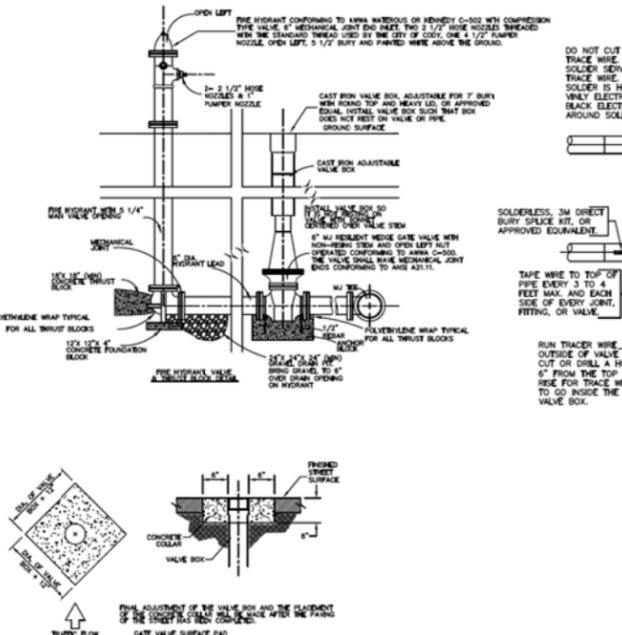
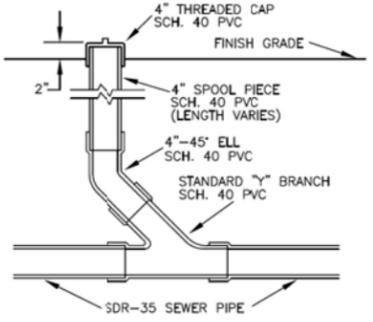
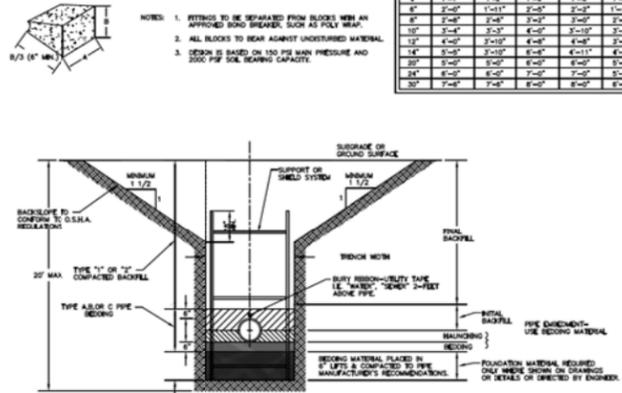
2824 BIG HORN AVE
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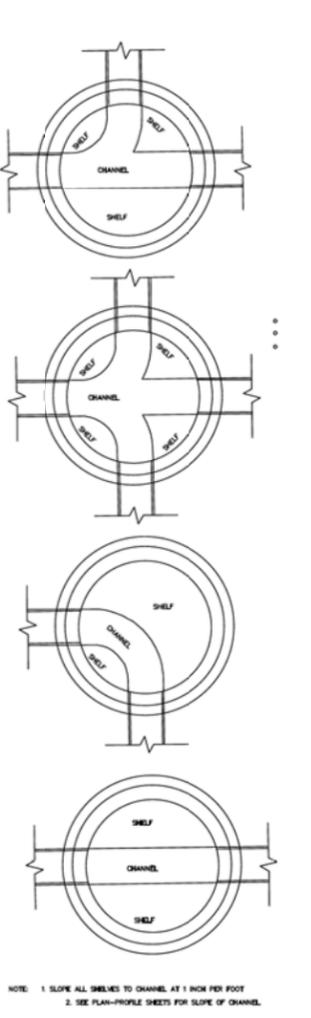
715 E. ROOSEVELT
 P.O. BOX 1153
 RIVERTON, WY 82501
 PHONE: (307) 851-9252



FITTING SIZE	RIBS & FLUES		90° BENDS		45° BENDS & WELLS		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
6"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
8"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
10"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
12"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
14"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
16"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
18"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
20"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
24"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
30"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"



- SANITARY SEWER PIPE SHALL BE POLYETHYLENE GLENEBELL AND SPOUT PIPE CONFORMING TO THE FOLLOWING:
 - PVC PIPE SHALL CONFORM TO CELL CLASSIFICATION 12454-B AS GIVEN IN ASTM D 1784.
 - DIMENSIONS OF THE PIPE AND FITTINGS SHALL CONFORM TO ASTM D 3024 OR ASTM F 875 FOR SIZES OVER 12".
 - JOINTS IN ALL PVC SEWER PIPE SHALL BE WELDED TOGETHER WITH BELL AND SPOUT ENDS WITH RUBBER O-RING GASKETS.
 - STANDARD PVC "Y" FITTINGS SHALL BE REQUIRED FOR ALL SERVICES ON A NEW MAIN.
- PIPE FOR TREATED AND RAW WATER MAINS SHALL BE ASTM A-500 PVC CLASS 150 OR 200 BASED ON WATER WORKING.
- FITTING FOR TREATED AND RAW WATER MAINS SHALL BE AS APPROVED BY THE CITY ENGINEER AND CONFORMS WITH THE WYOMING PUBLIC WORKS STANDARDS.
- GATE VALVES SHALL CONFORM TO ANNA C-200. VALVES SHALL BE RESILIENT NECKE GATE VALVES WITH NON-REINFORCED STEEL OPEN LEFT AND NOT OPERATED. THE VALVES SHALL HAVE MECHANICAL JOINT ENDS CONFORMING TO ANNA A21.11.
- ALL WORK ASSOCIATED WITH THESE DETAILS SHALL CONFORM TO THE WYOMING PUBLIC WORKS SPECIFICATIONS.



CALL 1-800-849-2476
48 HOURS BEFORE YOU DIG



WATER AND SEWER DETAILS
DRAWN BY: ULD
CHECKED BY: SMP
JOB NAME: CITY OF CODY WATER AND SEWER DETAILS
FILE NAME: H:\PUBLIC WORK\ENGINEERING\AUTOCAD UTILITIES\DETAILS
DATE: MARCH 13, 2009

NO.	DATE	BY	REVISION
1	12/15/08	ULD	ISSUE FOR PERMIT
2	12/15/08	ULD	ISSUE FOR PERMIT
3	12/15/08	ULD	ISSUE FOR PERMIT
4	12/15/08	ULD	ISSUE FOR PERMIT
5	12/15/08	ULD	ISSUE FOR PERMIT
6	12/15/08	ULD	ISSUE FOR PERMIT
7	12/15/08	ULD	ISSUE FOR PERMIT
8	12/15/08	ULD	ISSUE FOR PERMIT
9	12/15/08	ULD	ISSUE FOR PERMIT
10	12/15/08	ULD	ISSUE FOR PERMIT
11	12/15/08	ULD	ISSUE FOR PERMIT
12	12/15/08	ULD	ISSUE FOR PERMIT

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 Chapter 11, Supplemental Development Standards.

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: 8139136

PASSED ON SECOND READING: _____

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

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director

ORDINANCE NO. 2014-11

AN ORDINANCE AMENDING MINIMUM YARD REQUIREMENTS FOR RESIDENTIAL DISTRICTS, AS SET FORTH IN TITLE 10, CHAPTER 7 OF THE CITY OF CODY CODE.

WHEREAS, on June 10, 2014, the City of Cody Planning, Zoning, and Adjustment Board made a recommendation to amend Title 10, Chapter 7 of the City of Cody zoning ordinance pertaining to minimum yard (a.k.a. setback) requirements in the residential zoning districts;

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 amendments are in the public interest; and,

WHEREAS, after considering all public comments the governing body determined that it is in the public interest to adopt an ordinance to amend the language of Title 10, Chapter 7, as it pertains to minimum yard requirements.

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

SECTION 1: Title 10, Chapter 7, Article A, Section 3 of the City of Cody Code is hereby amended to read as follows:

10-7A-3: YARDS:

Each building, whether a dwelling, detached private garage, municipal recreation building, or other building for an approved principal use, shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
25 feet	15 feet	5 feet	15 feet on side next to public street, 5 feet other side

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to public street, 5 feet other side

SECTION 2: Title 10, Chapter 7, Article B, Section 4 of the City of Cody Code is hereby amended to read as follows:

10-7B-4: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use, shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
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25 feet	15 feet	5 feet	15 feet on side next to public street, 5 feet other side
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Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to public street, 5 feet other side

SECTION 3: Title 10, Chapter 7, Article C, Section 4 of the City of Cody Code is hereby amended to read as follows:

10-7C-4: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
15 feet	15 feet	5 feet*	15 feet on side next to public street, 5 feet other side

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

*Side yards for townhouses and one-family attached dwellings may be zero at their common wall.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to public street, 5 feet other side

SECTION 4: Title 10, Chapter 7, Article D, Section 3 of the City of Cody Code is hereby amended to read as follows:

10-7D-3: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
15 feet	15 feet	5 feet*	15 feet on side next to public street, 5 feet other side

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

*Side yards for townhouses and one-family attached dwellings may be zero at their common wall.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to the public street, 5 feet other side

SECTION 5: EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise as required by law.

SECTION 6: 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: 8139136
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

RESOLUTION 2014-05

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

WITNESSETH:

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

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

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

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

	Current Budget	Proposed Amendment	Amended Budget
REVENUES			
General Fund	\$ 15,053,117	\$ 66,230	\$ 15,119,347
Vehicle Replacement Fund	\$ 692,690	\$ -	\$ 692,690
Lodging Tax Fund	\$ 97,421	\$ -	\$ 97,421
Public Improvements Fund	\$ 1,107	\$ -	\$ 1,107
Solid Waste Fund	\$ 2,610,368	\$ -	\$ 2,610,368
Water Fund	\$ 3,190,097	\$ -	\$ 3,190,097
Wastewater Fund	\$ 1,473,802	\$ -	\$ 1,473,802
Electric Fund	\$ 11,769,314	\$ 530,000	\$ 12,299,314
TOTAL	\$ 34,887,916	\$ 596,230	\$ 35,484,146
EXPENSES			
Mayor - Council	\$ 466,802	\$ -	\$ 466,802
City Administrator	\$ 149,352	\$ -	\$ 149,352
Administrative Services	\$ 4,535,761	\$ -	\$ 4,535,761
Pass Through Grants	\$ 3,138,616	\$ 46,180	\$ 3,184,796
Police	\$ 2,782,471	\$ -	\$ 2,782,471
Parks Maintenance	\$ 777,269	\$ (1,688)	\$ 775,581
Public Facilities	\$ 538,617	\$ 16,422	\$ 555,039
Recreation Center	\$ 1,072,647	\$ 800	\$ 1,073,447
Aquatics	\$ 776,579	\$ 4,328	\$ 780,907
Community Development	\$ 575,325	\$ -	\$ 575,325
Streets	\$ 2,555,978	\$ -	\$ 2,555,978
Vehicle Maintenance	\$ 276,209	\$ -	\$ 276,209
Vehicle Replacement	\$ 267,000	\$ -	\$ 267,000
Lodging Tax	\$ 108,337	\$ -	\$ 108,337
Public Improvements	\$ 35,960	\$ 20,050	\$ 56,010
Solid Waste Fund	\$ 2,513,222	\$ -	\$ 2,513,222
Water Fund	\$ 3,064,959	\$ -	\$ 3,064,959
Wastewater Fund	\$ 1,867,557	\$ -	\$ 1,867,557
Electric Fund	\$ 12,143,432	\$ 530,000	\$ 12,673,432
TOTAL	\$ 37,646,093	\$ 616,092	\$ 38,262,185

Projected Total Ending Unrestricted Cash at June 30th	\$ 8,477,326	\$ (19,862)	\$ 8,457,464
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PASSED, APPROVED AND ADOPTED THE 30th DAY OF JUNE 2014

Nancy Tia-Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

County Wide Consensus Block Grant Application Form

BFY15/16 Funding

JOINT RESOLUTION

We, the undersigned _____ Park _____ County Board of Commissioners, hereby certify that the Board and at least seventy percent (70%) of the incorporated population within _____ Park _____ County have reached agreement on the following project(s) to be funded under Chapter 26, Section 324 and in compliance with rules promulgated by the State Loan and Investment Board, Chapter 32.

County Consensus List

Priority Listing:												Available		
												\$ 3,308,452.00		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Project Owner	Project Name	Total Estimated Project Cost	E + G + I Total Funding Secured & in place	Amount of Grants, Loans, and Other types of previously secured funding	Grant #, Loan #, Other Information for Previously secured funding	Local Match If any	Local Match If any (Please provide detail)	Other Match	Other Match If any (Please provide detail)	Percentage of Total Project Already Funded	C - D Balance of Project needing funding	Project Share requested from this consensus list	L - M Amount of Project not funded after consensus list funding request	N / C Percentage of project not yet funded
City of Powell	Street Rehabilitation/repair	1,090,585.98	350,000.00			350,000.00	City Funds			32.09%	740,585.98	740,585.98	-	0%
City of Cody	Glendale Park Playground	125,000.00	-								125,000.00	125,000.00	-	0%
City of Cody	Replacement Park Shop Floor	400,000.00	-								400,000.00	400,000.00	-	0%
Town of Meeteetse	Town Hall Roofing Project	17,025.00	-								17,025.00	17,025.00	-	0%
Town of Meeteetse	Chip Seal	40,000.00	18,643.37			18,643.37	Town Funds			46.61%	21,356.63	21,356.63	-	0%
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Totals:		\$ 1,672,610.98	\$ 368,643.37	\$ -		\$ 368,643.37		\$ -				\$ 1,303,967.61		

Page 1 Consensus Total:	\$ 1,303,967.61	\$ 1,303,967.61
Page 2 Consensus Total:	\$ -	
Balance after Priority Listing:	\$ 2,004,484.39	
Funds Available		

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Name of Project: Park Shop Project
2401 14th St. Cody, WY 82414

Project Description:

This project consists of the demolition and rebuild of the concrete flooring of the current Park Shop located at 2401 14th St. Cody, WY 82414, near Beck Lake.

The original building was a water treatment plant that first started taking water from SMP in October, 1991. The City began the conversion process during the 1992-1995 time frame by filling in the old water treatment settling basins. The building was already there as a part of the water treatment process. Additional conversion, walls, etc., occurred in 1995. The construction methods were not conducive to the bentonite soil, causing several foundation issues with the building. This includes large cracks in the floor creating un-level working space and tripping hazards causing employee safety issues as well as making the building out of compliance with ADA standards. Additionally there are drainage issues and unlevelled walls. The photos attached will give insight into the overall current state of the Park Shop and the issues at hand.

This project is necessary to maintain general efficiency of the Parks Department as well as offer protection of a City asset. A new floor would not only help the City of Cody offer safe working environment for employees but it would also allow for heat regulation throughout the building and better equipment storage. Additionally this project would also include renovating the attached public restroom which would be a benefit to the public.

After speaking with local contractors, such as Filener Construction, this project is estimated to cost approximately \$400,000. This includes demolition, design, and construction. The City of Cody is requesting a 100% grant.

Name of Project: Glendale Park Project

Project Description:

This project consists of the demolition of broken and out of compliance park equipment at Glendale Park and also includes installation of new ADA compliant park equipment. This will assist the City of Cody in making Glendale the first of 25 parks, that the City of Cody cares for in the area, to become ADA compliant.

Glendale's existing equipment was implemented approximately 20-25 years ago, which is the typical life cycle of park structures. Glendale Park serves the entire upper southwest end of the City including Stampede Avenue, Cedar Ridge, Olive Glenn, Olive Glenn 2, Panorama, Skyline, Thayer, Rocky Mountain, Beck Park, Beck Lake Park, Westbeck, Arizona Place and Glendale Subdivisions and the Golf Course. This area represents approximately 1,255 residents (13% of the City population) and roughly 310 acres. Within the area of influence there are three mini shopping malls, an elementary school, two large governmental buildings and a recreation center. This park is one of Cody's premier parks for events such as children's athletics including soccer, football, lacrosse, tennis, and baseball. Repairs have been made every year to playground equipment such as slides, rails, and merry-go-rounds increasing maintenance and repairs costs each year. The attached photos will display the current state of the park equipment and show recent repairs that have been made.

The next closest park to serve residents in this area would be Dacken Park which is located across the busy Greybull Highway making it dangerous for children to walk or bike to, especially with increased traffic during the summer months.

With Cody's steady population of children it continues to be important to provide playgrounds that meet playground and ADA compliance standards. Through citizens requests the City of Cody also realizes the need to provide more accessibility to handicapable residences.

The attached proposed drawing will provide a draft of the proposed park structures and developments that include ADA compliant fall zones and park equipment. With such support from the community, regarding updates to community areas, this project will also include a community build aspect to allow for community group involvement during the implementation process. In addition, it will encourage continued support among the community for the parks systems in the City of Cody. Additionally it is the City's goal to refurbish existing shelters that are currently undersized for the amount of use that the park receives, if funds allow. Phase II of this project would include renovation of the Glendale park bathrooms to accommodate the increased public use and the necessity to provide clean and safe facilities.

The total cost of the project is estimated at \$125,000 including demolition of old equipment, new park structure and installation. The City of Cody is requesting a 100% grant.