

# City of Cody City Council - REVISED

## AGENDA

Tuesday, July 15, 2014 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Agenda Review and Approval

Mayor's Recognitions and Announcements

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 6/30/14, 7/8/14 and Regular Meeting Minutes from 6/30/14.
  - b. Authorize the Mayor to sign the SSBCI quarterly Certification on Use-of Allocated Funds.
  - c. Authorize the Mayor to enter into and sign a Memorandum of Understanding between the City of Cody and the Department of State Parks and Cultural Resources as it relates to Temporary Law Enforcement Assistance.
  - d. Authorize the Mayor to enter into and sign the Project Contingency and Development Agreement with Park County Pedalers (PCP) as it relates to the Beck Lake Trail Grant contingent upon review and approval by the City Attorney.
  - e. Authorize the closure of eight (8) parking spaces on Beck Avenue and 9<sup>th</sup> Street on Saturday, August 23, 2014 as it relates to the 2<sup>nd</sup> annual Shoshone Riverfest.
  - f. Authorize the Mayor to enter into, sign and submit a Contract Grant Agreement to Wyoming Recreational Trails Program.
  - g. Approve a request from Ken Posey and Mike Shotts to close Beck Avenue between 16<sup>th</sup> and 17<sup>th</sup> Streets and 16<sup>th</sup> Street between Sheridan and Beck Avenue on August 23<sup>rd</sup> from 7:00 a.m. to 4:00 p.m. for the 3<sup>rd</sup> Annual Cody Country Car Show with conditions outlined by staff.
  - h. Authorize the Mayor to enter to and sign a Special Use Agreement between the City of Cody and HK Contractor's to operate gravel crushing and other processing equipment on City of Cody property at the West Pit Location.
  - i. Approve the change in dispensing room to a 24"x17" room on the south end of the building for H&B Wild Horse Café located at 440 W Yellowstone.
  - j. Approve the request from the VFW and Nature Conservancy to participate in the off-Sheridan Avenue directional Street Sign Program.
  - k. Authorize the installation of two (2) "no Motorized Vehicles Except Emergency Personnel" with the location of the two signs being one East of the gravel drive access off of Casper Drive and the other just West of the bridge that crosses Cody Canal along the same gravel drive.
  - l. Authorize the Mayor to enter into and sign a Grant Award Acknowledgement between the City of Cody and the State of Wyoming.
  
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. Approve Vouchers and Payroll in the amount of \$1,411,877.28
- b. Consider approving a request from Town Taxi and the Silver Dollar to establish a “taxi” only parking space fronting the Silver Dollar Bar on Sheridan Avenue with conditions recommended by the Traffic Committee for this request and future proposals.  
Staff Reference: Steve Payne, Public Works Director  
Spokesperson: Kevin Sumpter, Cody’s Town Taxi
- c. Consider approving a request from Tim Buckstead and Thad Fitzgerald for the closure of 12<sup>th</sup> Street, between Sheridan Avenue and the alley south of Beck, from 3:00 p.m. to Midnight on Saturday, August 2<sup>nd</sup> for a street dance as an after party event associated with the Iron Horse Rodeo, along with approving an open container permit requested by the Irma Hotel for this event. Authorize the Chief of Police or his designee the authority to close said event if situations warrant such action and request a copy of liability insurance from both promoters for the event.  
Staff Reference: Cindy Baker, Administrative Services Officer  
Spokespersons: Tim Buckstead, Thad Fitzgerald, John Darby
- d. Consider selecting either Kaiser and Company or Wells Fargo to manage and invest the City’s reserve funds for the purpose of earning additional interest income and authorize the Mayor to enter into and sign the investment agreements and other required documents to open an investment account contingent upon review and approval by the City Attorney.  
Staff Reference: Leslie Brumage, Finance Officer
- e. Consider approving an amendment to the Holm View No. 5 preliminary plat, relating to the utility layout.  
Staff Reference: Todd Stowell, City Planner  
Spokesperson: Roy Holm, Developer
- f. Consider approving the final plat application for the Holm View Addition No. 5 subdivision, subject to conditions and recommendations outlined by the Planning and Zoning Board and Staff.  
Staff Reference: Todd Stowell, City Planner  
Spokesperson: Roy Holm, Developer
- g. **ORDINANCE 2014-11 – THIRD AND FINAL 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
- h. **ORDINANCE 2014-12 – FIRST READING  
AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2,  
CONTRACTOR’S LICENSE.**  
Staff Reference: Steve Payne, Public Works Director
- i. **ORDINANCE 2014-13 – FIRST READING  
AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2,  
CONTRACTOR’S LICENSE.**  
Staff Reference: Steve Payne, Public Works Director

5. Tabled Items

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

6. Matters from Staff Members or Council Members

**City of Cody**  
**Council Proceedings**  
**Monday, June 30, 2014**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Monday June 30, 2014 at 9:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members, Donny Anderson, Bryan Edwards, Steve Miller and Stan Wolz; and Administrative Service Officer, Cindy Baker

Absent: Council Members Jerry Fritz and Landon Greer.

Mayor Brown called the meeting to order at 9:00 a.m.

Council Member Miller made a motion seconded by Council Member Anderson to enter into an Executive Session pursuant to Wyoming State Statute 16-4-405(a)(ii)(personnel matters) at 9:00 a.m.

Council Member Miller made a motion seconded by Council Member Anderson to exit the Executive Session at 12:55 p.m. No action was taken.

Mayor Brown adjourned the meeting at 12:55 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 8, 2014**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 8, 2014 at 9:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members, Donny Anderson, Jerry Fritz, Steve Miller and Stan Wolz; and Administrative Service Officer, Cindy Baker

Absent: Council Members Bryan Edwards and Landon Greer.

Mayor Brown called the meeting to order at 9:00 a.m.

Council Member Miller made a motion seconded by Council Member Anderson to enter into an Executive Session pursuant to Wyoming State Statute 16-4-405(a)(ii)(personnel matters) at 9:00 a.m.

Council Member Miller made a motion seconded by Council Member Wolz to exit the Executive Session at 9:39 a.m. No action was taken.

Mayor Brown adjourned the meeting at 9:39 a.m.

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Cynthia D Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Monday, June 30, 2014**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Monday, June 30, 2014 at 7:00 p.m.

Present: Council President Steve Miller, Council Members Donny Anderson, Landon Greer, Steve Miller and Stan Wolz, City Administrator Jenni Rosencranse and Administrative Services Officer, Cindy Baker.

Absent: Mayor Brown, Council Member Bryan Edwards and City Attorney Scott Kolpitke

Council President Miller called the meeting to order at 7:00 p.m.

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

Council Member Fritz made a motion seconded by Council Member Anderson to approve the consent calendar including approval of Minutes of the Special Meeting from 6/2/14 and Regular Meeting Minutes from 6/17/14; approval of Vouchers and Payroll in the amount of \$585,624.33; 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; approve a request from Kristen LaBazzon to utilize the portion of the Highway 291 (typically referred to as the South Fork) for the 3<sup>rd</sup> annual Bright Futures, Coast to the Future Charity Bicycle Ride on August 2, 2014, contingent upon the requirements and conditions outlined by staff; 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; 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; 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; 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; 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; 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; 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, adopt the City of Cody's Social Media Access and Acceptable Use Policy, contingent upon review by the City Attorney, authorize the Mayor to sign a consent form from AT&T to make LTE modifications to the existing tower on the Recreation Center, 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. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to approve an amendment to the Trailhead 3 PUD, Phase 6 preliminary plat, authorizing a change in the duplex lot locations. Council Member Greer recused himself from the vote and left the council chambers during discussion. Vote was unanimous from remaining Council Members.

Council Member Wolz made a motion seconded by Council Member Anderson to approve 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. Council Member Greer recused himself from the vote and left the council chambers during discussion. Vote was unanimous from remaining Council Members. Council Member Greer returned to the meeting.

**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.**

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

**ORDINANCE 2014-08 – SECOND READING**

**AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING UNITS.**

Council Member Fritz made a motion seconded by Council Member Wolz to table Ordinance 2014-08 on Second Reading as subcommittee is still working on this Ordinance. Vote was unanimous.

**RESOLUTION 2014-05**

**A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR**

**2013-2014.** Council Member Fritz made a motion seconded by Council Member Greer to approve Resolution 2014-05. Vote was unanimous.

**RESOLUTION 2014-06**

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

Council Member Greer made a motion seconded by Council Member Anderson to approve Resolution 2014-06. Vote was unanimous.

There being no further business, Council President Miller adjourned the meeting at 7:19 p.m.

MEETING DATE: JULY 15, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **SSBCI QUARTERLY CERTIFICATION REPORT**

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

Authorize the Mayor to sign the SSBCI quarterly Certification on Use-of-Allocated Funds.

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

Along with many other cities and towns in Wyoming the City of Cody is a participant in the State Small Business Credit Initiative. This program is authorized through the Small Business Administration for the purpose of providing pledged collateral accounts to lending institutions to enhance the collateral coverage for business loans.

Under the Cooperative Agreement, each participating municipality is required to review and approve the quarterly reports prepared by the programs auditor. Reports are reviewed by the SSBCI auditor for program compliance and an Independent Accountant's Report is issued.

The attached report is for the quarter ending June 30, 2014. The auditor's compliance report found no instances of non-compliance or other reportable conditions.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVES**

The Council may approve or not approve the report at its discretion.

#### **ATTACHMENTS**

1. Independent Accountant's Report
2. Quarterly Allocated Funds Report & Compliance Reviews
3. Certification on Use of Allocated Funds

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

None

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

**CERTIFICATION ON USE-OF-ALLOCATED FUNDS**

United States Department of the Treasury  
Main Treasury Building, Room 1310  
1500 Pennsylvania Avenue  
Washington, D.C. 20220

Reference is made to:

the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the **Laramie Consortium Participating Municipalities** (the "Participating Municipalities"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipalities under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipalities is valid and in full force and effect.

By: \_\_\_\_\_  
Name: Nancy Brown  
Title: Mayor  
Participating Municipality: Cody

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

Participating State	Laramie Consortium (Wyoming)		
For the quarter ending	June 30th 2014		
Name and contact information of the person to be contacted on matters involving this quarterly report:			
Name	Janine Jordan	Title	City Mgr, City of Laramie, WY
Email	<a href="mailto:jjordan@cityoflaramie.org">jjordan@cityoflaramie.org</a>	Phone	307-721-5226

Cumulative funds transferred to the Participating State	\$8,691,111.00
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ALLOCATED FUNDS USED, EXCLUDING ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS			
Approved State Program	Program Type	Quarterly	Cumulative
Credit Guarantee Program	Collateral support	\$2,407,155.00	\$6,011,789.00
Total funds used, excluding funds used for administrative costs		\$2,407,155.00	\$6,011,789.00

*SSBCI Funds Used are those SSBCI funds that have been (a) deposited with a lender to cover the federal contributions to a CAP reserve fund, (b) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, (c) set aside to cover obligations arising from individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested in specific businesses or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) plus (d) exceeds the Participating State's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the SSBCI Funds Used shall be the Participating State's original total allocation.*

ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS		
	Quarterly	Cumulative
Direct administrative costs	\$0.00	\$217,278.00
Indirect administrative costs	\$0.00	\$0.00
Total administrative costs	\$0.00	\$217,278.00
Administrative costs, as a percent of funds transferred	0.00%	2.50%
Administrative costs, as a percent of allocated funds used	9.03%	3.61%

*Note: Administrative costs must not exceed the limits imposed by Title III, Section 3003(c)(3) of the State Small Business Credit Initiative Act of 2010. These limits are based on the amount of funds transferred. However, high administrative costs relative to the amount of allocated funds used could be an early warning indicator that administrative costs are on a trajectory to exceed allowable limits.*

SUMMARY OF USE OF ALLOCATED FUNDS		
	Quarterly	Cumulative
Total funds used, excluding funds for administrative costs	\$2,407,155.00	\$6,011,789.00
Total administrative costs	\$0.00	\$217,278.00
Total allocated funds used	\$2,407,155.00	\$6,229,067.00

OTHER REQUIRED INFORMATION		
	Quarterly	Cumulative
Program income	\$0.00	\$0.00
Charge-offs against Federal contributions to CAP reserve funds	\$0.00	\$0.00



INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

To The Board of Directors-  
Laramie Consortium

We have performed the procedures for the Quarter Ending June 30, 2014 enumerated below, in Attachment A, which were agreed to by the Board of Directors- Laramie Consortium, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we can make no representation regarding the sufficiency of the procedures described in Attachment A either for the purpose for which this report has been requested or for any other purpose.

The procedures and the findings are included in attachment A.

We were not engaged to, and did not, conduct an audit, the object of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the board of directors- Laramie Consortium and management and is not intended to be and should not be used by anyone other than those specified parties.

*Mader Tschacher Peterson & Co.*

Laramie, Wyoming  
July 7, 2014

505 South Third, Suite 100  
Laramie, Wyoming 82070  
(307) 755-1040 FAX (307) 742-4944

**Attachment A: Procedures and Findings  
For the Quarter Ending June 30, 2014**

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we reviewed the Quarterly Reports prior submission to the Participating Municipalities for certification on the use of allocated funds as further detailed in procedures 2 through 5 below. Our review included the required procedures included Section 4.7 of the Allocation agreement and noted that the program is in compliance with the act, regulations, and other guidance (where applicable) issued with Treasury under the Act.
2. Reviewed the 2014 Second Quarter Certification on Use-Of-Allocated Funds prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly certification was complete and accurate. The report reflects that there was \$2,407,155 in collateral support funds used/allocated in the Second quarter of 2014.

3. Reviewed the 2014 Second Quarter Financial Report prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly financial report was complete and accurate. The report reflects the receipt of the cumulative receipt of program funds in the amount of \$8,691,111 and \$6,011,789 of funds allocated for collateral support through the Second quarter of 2014.

4. Review supporting documentation for revenue received and expenses incurred for the program for the Second Quarter of 2014.

There were no expenses paid for direct administrative costs in the Second quarter of 2014. The report reflects the cumulative amount of \$217,278.00 of direct administrative expenses paid through the Second Quarter of 2014. As part of the approval process, we performed the compliance review of the direct administrative expenses and the expenses are in compliance with the program requirements.

5. Reviewed supporting documentation for loan requests prior to final approval under the program for compliance requirements.

There were ten loan requests approved in Second quarter of 2014. As part of the approval process, we performed the compliance review of the loan files and the loans are in compliance with the program requirements.

**CODY POLICE DEPARTMENT**  
**TEMPORARY LAW ENFORCEMENT ASSISTANCE**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into between the City of Cody, Wyoming (Cody) and the Wyoming Department of State Parks and Cultural Resources (hereinafter "Assisting Agency or Department").

**RECITALS**

WHEREAS, Cody is a municipal corporation in Wyoming, which operates a police department and employs certified peace officers within the municipal corporate limits of Cody, Wyoming;

WHEREAS, Cody anticipates it will need assistance from other law enforcement agencies for events planned for July and August 2014;

WHEREAS, the Assisting Agency is willing and able to provide assistance by providing assigned peace officers to assist Cody;

WHEREAS, W.S. 7-2-106(a)(i) authorizes the Department to respond to the request for law enforcement assistance made by Cody; and

NOW, THEREFORE, in consideration of the mutual covenants, representations, and promises described below, and subject to the conditions and limitations described herein, the parties agree as follows:

1. Under W.S. 7-2-106(a)(i), Cody requests law enforcement assistance from the Department.
2. The Department agrees to provide certified peace officers in separate Department vehicles for the following dates (shall not exceed thirty days): July 29, 2014, through August 3, 2014.
3. The officers who will provide assistance will be:

Dennis R. Cease  
Alan S. Nelson  
Bradley E. Purcell  
William M. Westerfield

4. The geographical boundaries of the area covered by this assignment shall be the corporate limits of the City of Cody, Wyoming. This provision shall not be construed in any way to limit or prevent any officer, including but not limited to assigned peace officers from the Assisting Agency, from providing mutual aid and responding to requests for aid pursuant to W.S. 7-2-106(a)(i).
5. Reimbursement and payment shall be in accordance with W.S. 7-2-106(d).
6. While working on an assignment pursuant to this MOU, each peace officer shall be subject to the direction and control of the City of Cody's Chief of Police, or his designee, and shall have full peace officer authority within the City of Cody. The parties acknowledge that the assigned peace officers may respond to a request for mutual aid outside of the City of Cody from another law enforcement agency pursuant to W.S. 7-2-106(a)(i).
7. Pursuant to W.S. 7-2-106(c), any peace officer acting under this MOU shall be deemed to be acting within the scope of his duties for purposes of the Wyoming Governmental Claims Act and the state self-insurance program, W.S. 1-41-101 through 1-41-111, or the local government self-insurance program, W.S. 1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, workers' compensation, and other benefits which normally apply to peace officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU. For purposes of W.S. 27-14-104, the parties shall be a joint employer as defined under W.S. 27-14-102(a)(xix) and the designated peace officer shall be a joint employee as defined under W.S. 27-14-102(a)(xxi).
8. Except as provided in this MOU, neither the Assisting Agency nor the City of Cody agrees to insure, defend, or indemnify the other. The parties do not waive their sovereign and/or governmental immunity by entering into this MOU, and each fully retains all immunities and

defenses provided by law with respect to any action based on or occurring as a result of this MOU.

9. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
10. This MOU may be terminated immediately by providing written notice to the other party. This MOU shall automatically terminate thirty (30) days from the date of the last signature affixed hereto.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

CITY OF CODY, WYOMING:

\_\_\_\_\_  
NANCY TIA BROWN,  
MAYOR OF THE CITY OF CODY, WYOMING

DATE: \_\_\_\_\_

Attest: \_\_\_\_\_  
Cynthia D. Baker,  
Administrative Services Officer

\_\_\_\_\_  
PERRY ROCKVAM  
CHIEF OF POLICE, CODY, WYOMING

DATE: \_\_\_\_\_

ASSISTING AGENCY:

\_\_\_\_\_  
WILLIAM M. WESTERFIELD  
CHIEF RANGER  
WYOMING STATE PARKS AND CULTURAL RESOURCES

DATE: \_\_\_\_\_

MEETING DATE: JULY 15, 2014  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED BY: RICK MANCHESTER,  
DIRECTOR  
PRESENTED BY: RICK MANCHESTER

**Park County Pedalers  
Project Contingency and Development Agreement  
Beck Lake Trail Grant**

**ACTION TO BE TAKEN:**

Pending final review and approval of the City Attorney authorize the Mayor to sign the Project Contingency and Development Agreement with Park County Pedalers (PCP). The PCP has agreed to provide \$6,509 cash and \$6,000 of in-kind labor for the Beck Lake Park Trail project.

**SUMMARY OF INFORMATION:**

The **City of Cody** has applied and been awarded a State Parks and Cultural Resources Wyoming Recreational Trails Program (RTP). The Grant is in the amount forty-nine thousand, nine hundred, and ninety-nine dollars (\$49,999) and will allocate the grant funds to the City of Cody to construct mountain bike and walking/hiking/running trails. The project will take place on City owned or City leased BLM land south of Beck Lake Park. The cost of this phase of the project is \$62,499, all grant funded.

**FISCAL IMPACT**

No financial support required by the City; however financial management and project administration will be handled by the City of Cody to be in full compliance with the RTP grant requirements. Once trails are built there will be minimal maintenance and upkeep. There will be a volunteer force to take care of the facility organized by Park County Pedalers. I estimate an annual city cost of \$500-\$1,000 for vandalism repair, signs, and other incidental items.

**ALTERNATIVES**

1. Approve the request
2. Deny the request.

**ATTACHMENTS**

1. DRAFT Project Contingency and Development Agreement with Park County Pedalers.

**AGENDA & SUMMARY REPORT TO:**

John Gallagher,  
Park County Pedalers  
[johng@centerofthewest.org](mailto:johng@centerofthewest.org)  
307-272-2953

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

## PARK COUNTY PEDALERS

### Beck Lake Park Trails Grant

#### Project Contingency and Development Agreement

**THIS AGREEMENT** (this "Agreement") is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming ("City of Cody") and the Park County Pedalers, a Wyoming non-profit Corporation.

#### RECITALS

- (A) The **City of Cody** has applied and been awarded a State Parks and Cultural Resources Wyoming Recreational Trails Program (RTP) Grant (the "Grant".) The Grant is in the amount forty-nine nine hundred and ninety-nine dollars (\$49,999) and will allocate the grant funds to the City of Cody to construct mountain bike and walking/hiking/running trails. The project will take place on City owned or City leased BLM land south of Beck Lake Park. This phase of the project is \$62,499. The completion of the project is 2-years after the award. The first reimbursement must be submitted prior to March 4, 2015.
- (B) The **Park County Pedalers** have committed to provide the 20% project match which equates to \$6,509 cash and \$6,000 in-kind labor.
- (C) The parties agree and understand that the **City of Cody** will have to sign a grant agreement with the **Wyoming Recreational Trails Program (RTP)** and that the **Park County Pedalers** will review the terms and conditions of that agreement, and will cooperate with the **City of Cody** in complying and fulfilling the terms and conditions of that agreement.

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

#### 1. PROJECT DESCRIPTION:

The project includes the City hiring a qualified consultant experienced in trail development and planning. The City and Park County Pedalers will approve the trail consultant's final designs and bid documents. Bid documents must include all applicable Federal and State laws, bidding process, recommend an apparent low bidder. The City and consultant will be the project and construction administrator. The consultant will evaluate the construction methods and product.

Park County Pedalers will organize volunteers that will follow instructions of the contractor and project administrator. Volunteers will be used in-kind for trails construction. Volunteer hours must meet a minimum of \$6,000 per RTP wage guidelines. The City will provide workers compensation insurance. Volunteers must meet all City volunteer requirements as provided by the City HR Department.

#### **OBLIGATIONS OF THE PARK COUNTY PEDALERS**

- a. **The Park County Pedalers** fully recognizes that the project administration will be the responsibility of the **City of Cody**, and that all work performed must receive the approval of the **City of Cody** prior to the commencement of any work performed.
- b. **The Park County Pedalers** shall name a Board Member who shall act as the liaison of the project between the **City of Cody** and the **Park County Pedalers**.
- c. **The Park County Pedalers** shall ensure payment of the funds necessary to satisfy the matching requirements of the grant for the infrastructure improvements, construction, and including any cost overruns which may occur in the project.
- d. The **Park County Pedalers** shall not enter into or negotiate any contracts with, or make any promises, representations or assurances to contractors, sub-contractors, engineers, architects or other professionals to perform any work on this project, nor shall the **Park County Pedalers** commence any work on the project, without first obtaining approval from the **City of Cody**.

#### **2. BREACH AND REMEDIES**

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the nondefaulting party(ies) may take steps reasonably necessary to enforce its/their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, may, upon mutual agreement of the parties, be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Cody, Wyoming.

#### **3. REPRESENTATIVES/NOTICES**

The **City of Cody** designates **Nancy Tia Brown and Rick Manchester** as their representatives, and the **Park County Pedalers** designates **John Gallagher** as its representative. All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

**City of Cody**  
**Mayor Nancy Tia Brown**  
**PO Box 2200**  
**Cody, WY 82414**

**Park County Pedalers**  
**John Gallagher**  
**PO Box 2671**  
**Cody, WY 82414**

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

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

#### **4. REPRESENTATIONS AND WARRANTIES OF THE PARK COUNTY PEDALERS**

**The Park County Pedalers** represents and warrants to the **City of Cody** that:

- a. **Corporate Status.** **Park County Pedalers** is a non-profit corporation duly organized, validly existing and in good standing under the laws of Wyoming.
- b. **Corporate Power.** **Park County Pedalers** has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary corporate action by the **Park County Pedalers**. This Agreement is a valid and binding obligation of the **Park County Pedalers**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

- c. **Nonbreach of Other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated here in will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of the **Park County Pedalers**.
- d. **Signatory Authority.** Each person signing this Agreement on behalf of the **Park County Pedalers** has the full authority to sign on behalf of and bind the **Park County Pedalers** to this Agreement.

5. **NECESSARY ACTS AND FUTURE ASSURANCES**

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

6. **VENUE AND JURISDICTION**

This Agreement will be construed under the laws of the State of Wyoming. Venue and jurisdiction shall lie in the District Court, Fifth Judicial District in Park County, Wyoming.

7. **BENEFICIARIES**

This Agreement is negotiated for the exclusive benefit of the parties hereto and to the residents, visitors, and patrons of Cody, Wyoming.

8. **NO WAIVER OF IMMUNITIES**

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

## 9. AVAILABILITY OF FUNDS

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

## 10. COMPLIANCE WITH LAWS

The **City of Cody** and the **Park County Pedalers** shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion. Federal laws include Civil Rights Title VI, Freedom of information Act, ADA, and Buy America, DBE and other federal laws not listed here.

## 11. INDEMNITY

The **Park County Pedalers** shall indemnify, defend and hold the **City of Cody** harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by the **Park County Pedalers** related in any way to this Agreement including but not limited to claims for injuries, death, and property damage arising during the project, and claims for repayment or any grant funds to the Wyoming Business Council arising from the **Park County Pedalers** breach or failure to comply with this Agreement or the terms of the Grant Agreement.

## 12. CONTRACTUAL MATTERS

- a. **Performance Matters.** With respect to the performance of this Agreement, **Park County Pedalers** agrees as follows:
  - i. **Nondiscrimination.** **Park County Pedalers** shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"). 42 U.S.C. 12101, et seq. **Park County Pedalers** shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.
  - ii. **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Park**

**County Pedalers** relative to the construction of the infrastructure, shall identify the **City of Cody** and **RTP** as the sponsoring agencies and shall not be released without prior written approval from the **City of Cody**. The **City of Cody** will respond within a reasonable time to requests by **Park County Pedalers** regarding proposed publicity.

- b. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Agreement. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be in the Fifth Judicial District in Park County, Wyoming.
- c. **Audit.** The **City of Cody** and **Park County Pedalers** and any of its representatives shall have access to any books, documents, papers, and records of **Park County Pedalers** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Park County Pedalers** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.
- d. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- e. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, and materials of any kind related to the construction of the project shall be considered all times to be the property of **the City of Cody**.
- f. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.
- g. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- h. **Successors and Assigns.** **Park County Pedalers** shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the

prior written consent of the **City of Cody**. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody**.

- i. **Modification.** This Agreement may be amended or modified only in a writing signed by all the parties hereto.
- j. **Paragraph Headings.** Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- k. **Waiver and Failure to Declare a Default.** The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for such any subsequent default or violation.
- l. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.
- m. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.
- n. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective \_\_\_\_\_, 2014.

**CITY OF CODY, WYOMING**

**PARK COUNTY PEDALERS**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

# Memorandum

**To:** Rick Manchester  
**CC:** Doyle Stout and Ryan Selk  
**From:** Amy Quick  
**Date:** 7/9/2014  
**Re:** Cody Wild West River Fest Park Reservations & Permits

This August marks the 2nd Annual Cody Wild West River Fest - a free festival promoting river recreation and conservation in the Big Horn Basin. The festival is a partnership effort between The Nature Conservancy, The City of Cody Parks and Recreation Department, the Wyoming Game and Fish Department, the Buffalo Bill Center of the West, Trout Unlimited, University of Wyoming Cooperative Extension, and the Cody Chamber of Commerce. Funders include the Wyoming Department of Environmental Quality, Shoshone Recreation District and the Park County Travel Council. Activities throughout the weekend will include engaging and educational activities for kids (both along the Shoshone River Trail at the Belfry Bridge river access and in City Park); a fly fishing tournament; whitewater kayaking events; river/water conservation demonstrations; free live music with the three bands of the WYOmericana Caravan on Saturday evening; and more.

The River Fest will take place at multiple City venues (see attached schedule of events) and the planning committee would like to reserve the following park locations:

1. Canal Park for the evening of Friday, August 22<sup>nd</sup>, plus a permit to host a beer garden;
2. Shoshone River Trail at Belfry Bridge for Saturday and Sunday, August 23<sup>rd</sup> and 24<sup>th</sup>
3. City Park for Saturday afternoon and evening, August 23<sup>rd</sup>, plus a permit to host a beer garden and permission to close parking spaces along Beck Avenue

Organizers are working closely with City staff to develop festival activities and are covering most festival costs with private and public grants. However, some festival expenses cannot be covered by grants and in the effort to make the festival self-sustaining, the non-profit partners are seeking permission from Cody City Council to

July 9, 2014

sell beer at events in Canal Park on Friday from 7 to 10 p.m. and City Park on Saturday from 5 to 10:30 p.m. The festival will utilize a pre-approved caterer – Michele Prevost of Juniper Wine & Spirits – who will secure all necessary catering/alcohol permits with the City of Cody. In order to provide a safe, family-friendly community event at both parks and discourage any misuse of alcohol or underage drinking, festival organizers have agreed to follow established parameters with their beer sales. Last year the River Fest hosted a beer garden with no incidents, demonstrating that this community event can responsibly offer alcohol sales in a safe, family-friendly environment.

Organizers also ask permission to block off eight parking spots running east along Beck Avenue from the corner of 9<sup>th</sup> Street just past the handicap designated spot on Saturday, August 23, to provide parking for a number of agencies who are bringing water conservation demonstration trailers and for the three bands with the WYOmericana Caravan who will be transporting their equipment to City Park for that evening's free concert.

**FISCAL IMPACT**

Canal Park Reservation (8/22/14):	\$100
Canal Park Open Container Permit:	\$50
Canal Park Catering Permit:	\$100
Shoshone River Trail Reservation (8/23/14):	\$50
City Park Reservation (8/23/14) w/Band Shell & Sound System:	\$450
City Park Catering Permit:	\$100
City Park Open Container Permit:	\$50
<b>Total:</b>	<b>\$900</b>

MEETING DATE: JULY 15, 2014  
 DEPARTMENT: PARKS, RECREATION, AND  
 PUBLIC FACILITIES  
 PREPARED BY: RICK MANCHESTER,  
 DIRECTOR  
 PRESENTED BY: KATHERYN THOMPSON

2014 2<sup>nd</sup> Annual Shoshone Riverfest  
 The Nature Conservancy

ACTION TO BE TAKEN:

The event organizers are requesting that City Council gives approval for closing eight parking spaces on Beck Ave and 9<sup>th</sup> Street on Saturday, August 23, 2014.

Other permits that do not require City Council action include two separate beer gardens (catering permit) and open container permits for Canal Park and City Park. Canal Park beer garden is on Friday, August 22, and the beer garden in City Park is during the concert on Saturday, August 23, 2014.

SUMMARY OF INFORMATION:

Organizers ask permission to block off eight parking spots running east along Beck Avenue from the corner of 9th Street just past the handicap designated spot on Saturday, August 23, to provide parking for a number of agencies who are bringing water conservation demonstration trailers and for the three bands with the WYAmericana Caravan who will be transporting their equipment to City Park for that evening's free concert.

Organizers are working closely with City staff to develop festival activities and are covering most festival costs with private and public grants. However, some festival expenses cannot be covered by grants and in the effort to make the festival self-sustaining, the non-profit partners are seeking permission from Cody City Council to sell beer at events in Canal Park on Friday from 7 to 10 p.m. and City Park on Saturday from 5 to 10:30 p.m. The festival will utilize a pre-approved caterer – Michele Prevost of Juniper Wine & Spirits – who will secure all necessary catering/alcohol permits with the City of Cody. In order to provide a safe, family-friendly community event at both parks and discourage any misuse of alcohol or underage drinking, festival organizers have agreed to follow established parameters with their beer sales. Last year the River Fest hosted a beer garden with no incidents, demonstrating that this community event can responsibly offer alcohol sales in a safe, family-friendly environment.

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City Park Catering Permit:	\$100
City Park Open Container Permit:	\$50
<b>Total:</b>	<b>\$900</b>

ALTERNATIVES

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

1. Approve request in its entirety
2. Deny the request in its entirety
3. Modify and approve the request

ATTACHMENTS

1. Beer Garden Safety Checklist
2. Memo regarding event details

AGENDA & SUMMARY REPORT TO:

Katheryn Thompson, The Nature Conservancy  
Amy Quick, Recreation Coordinator  
Ryan Selk, Parks Supervisor



MEETING DATE: JULY 15, 2014  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED AND PRESENTED BY: RICK  
MANCHESTER AND JOHN  
GALLAGHER

## AGENDA ITEM SUMMARY REPORT

### Wyoming Recreational Trails Program (RTP) Grant

#### ACTION TO BE TAKEN:

Authorize the Mayor, to sign and submit a 2014, Contract Grant Agreement to WY-RTP. This phase of the project amount is \$62,499. The 80/20 grant application is for \$49,999 and requires a \$12,509 match of in-kind and/or cash match. The cash and in-kind match will be paid for by the Park County Peddlers.

This action is to enter into a contract with RTP. By accepting the grant the City will be required to submit a reimbursement request before March 4, 2015.

#### SUMMARY OF INFORMATION:

We requested \$49,999 of RTP funding to build a top quality trail system directly connected to the population center of Cody, Wyoming. The proposed trails are a combination of new routes and existing trails to create a series of loops and diverse trail experiences. Total trail mileage is approximately 8 miles, made up of ~5 miles of new routes and ~3 miles of existing trails. Also proposed are 0.9 miles of trail closure. Trail closures are to remove some heavily eroded routes on private lands and to create sustainable trails.

The Beck Lake Recreation Area Expansion comprises 522 acres of BLM property adjacent to the existing City of Cody facilities at Beck Lake. In late 2005, the City, through the Recreation and Public Purpose Act, began the process of acquiring a lease on this BLM land. Eventually, a formal right-of-way agreement was issued by the BLM and approved by the Cody City Council on June 19, 2013. This BLM property, when combined with existing City property, will allow for trail and facility development on approximately 750 acres.

The process to acquire this area for recreational use was a grassroots effort. Community members, including members of the Park County Pedalers, were concerned about potential mining at this already popular trail area at the edge of town. In 2004, local community members worked with the City to begin scoping for the site and generating a vision for recreation and open space protection. Trailhead surveys installed by the BLM in 2004 indicate a high level of use of this area by hikers and cyclists. Initial scoping meetings conducted by the City, indicated the desire for a more formalized trail system for non-motorized use.

IMBA's Trail Solutions has served as our design consultant on this project. Trail Solutions is an internationally respected authority in multi-use trail systems. The project has proceeded through the conceptual plan phase. Money is secured for the final design phase that will occur this winter and spring. The design phase will provide us with the materials to bid the job in the spring of 2014 with construction to occur during the summer and fall of 2014. The project sponsors are confident we can complete this project within the timeframes of the grant guidelines. The topography and vegetation in this area allow for rapid trail development.

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

FISCAL IMPACT

No financial support required by the City; however financial management and project administration will be handled by the City of Cody and their accountant in full compliance with the RTP grant requirements. Once trails are built there will be minimal maintenance and upkeep. There will be a volunteer force to take care of the facility organized by Park County Pedalers. I estimate an annual city cost of \$500-\$1,000 for vandalism repair, signs, and other incidental items.

ALTERNATIVES

1. Do not submit grant contract at this time

ATTACHMENTS

1. Grant contract

AGENDA & SUMMARY REPORT TO:

John Gallagher,  
Park County Pedalers  
[john@centerofthewest.org](mailto:john@centerofthewest.org)  
307-272-2953

# ARTS. PARKS. HISTORY.

Wyoming State Parks & Cultural Resources

June 12, 2014

Wyoming State Parks,  
Historic Sites & Trails  
2301 Central Avenue  
Barrett Building, 4<sup>th</sup> Floor  
Cheyenne, WY 82002  
(307) 777-2416

Mr. Rick Manchester, Director  
P.O. Box 2200  
Cody, WY 82414

RE: Beck Lake-NRT and RTP #1424

Dear Mr. Manchester:

Enclosed, please find two originals of the Contract Grant Agreement between the City of Cody and the State of Wyoming regarding the referenced grant.

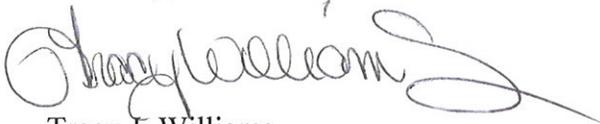
Please have the designated person(s) sign both originals and then return both originals to me. I will then ask our Parks Administer to finalize the agreement and send back to you for your files. In addition, please complete the Affirmation of Audit form and send back to me with the signed grant agreement.

Please pay special note to paragraph 18 of the grant agreement which outlines the schedule when reimbursements are due. This grant was obligated by the Federal Highway Department on April 4, 2014.

This project is considered a construction project since you will be contracting with a vendor in order to perform the work. Because of that there are extra provisions that must be included within your bid documents and the contract between the City of Cody and your vendor. Please note that the State will need to review those documents before they are bid or signed. I will be sending you a template via e-mail of the State's agreement and documents for bid for your information. You do not necessarily have to use the same template however, the provisions must all be included in whatever document you use and the certification attachments must be signed. We'll work through this process together as it is new to our Agency as well as it is to you.

If you have any questions or concerns please feel free to contact me. Remember to include your grant number with all future correspondence and reimbursements.

Sincerely,



Tracy J. Williams  
Grants Specialist  
State Parks, Historic Sites and Trails Program  
2301 Central, 4<sup>th</sup> Floor, Barrett Bldg.  
Cheyenne, WY 82002

307-777-8681



Matthew H. Mead, Governor  
Milward Simpson, Director

**WYOMING RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT  
BETWEEN STATE PARKS AND CULTURAL RESOURCES  
AND THE CITY OF CODY**

THIS GRANT AGREEMENT, hereinafter referred to as "GRANT AGREEMENT." is made and entered into by and between the **City of Cody**, whose address is P.O. Box 2200, Cody, WY 82414, hereinafter referred to as the "RECIPIENT", and the **Department of State Parks and Cultural Resources**, a duly organized and acting agency of the State of Wyoming, hereinafter referred to as the "DEPARTMENT," hereinafter the parties may collectively be referred to as the "PARTIES," for the purpose of completing the **Beck Lake Recreation Area Bike Park**, hereinafter referred to as the "PROJECT".

**WITNESSETH:**

**WHEREAS**, the RECIPIENT desires to acquire, construct, develop, or maintain a public recreational trail, which trail is more particularly described hereafter; and

**WHEREAS**, the RECIPIENT has determined that it has a need for and has sufficient funds for the acquisition, construction, development or maintenance of the recreational trail hereinafter described; and

**WHEREAS**, the DEPARTMENT has the authority to enter into this GRANT AGREEMENT and is required to secure from the RECIPIENT necessary assurances that said RECIPIENT has available sufficient funds to meet its share of the cost of the acquisition, construction, development, or maintenance of the trail and that said trail will be operated and maintained at the expense of the RECIPIENT as appropriations are available and in accordance with the current Forest Plan; and

**WHEREAS**, pursuant to the Cooperative Funds Act of June 30, 1914, as amended (16 U.S.C. 498), the RECIPIENT has the authority to enter into this GRANT AGREEMENT; and

**WHEREAS**, no work shall begin on the PROJECT until the fully executed GRANT AGREEMENT is returned to the RECIPIENT, notification of approval has been received from the DEPARTMENT, and a "NOTICE TO PROCEED" letter has been received by the RECIPIENT from the DEPARTMENT.

**NOW, THEREFORE**, the PARTIES, in consideration of the mutual and reciprocal covenants contained herein, the sufficiency of which is hereby acknowledged, the PARTIES hereby agree, and covenant with each other as follows:

1. The RECIPIENT agrees and warrants that it owns in fee simple, the property upon which the PROJECT, hereinafter described in Paragraph 5, is to be located; or the RECIPIENT possesses a legally binding document ensuring public access to the property, hereinafter described in Paragraph 5, for the time period specified in Paragraph 7.
2. The RECIPIENT by this GRANT AGREEMENT does hereby dedicate the PROJECT and the real estate upon which the PROJECT is located in accordance with the current Forest Plan.
3. The RECIPIENT agrees and warrants that applicable Federal Laws with respect to barrier free access have been complied with in the design and function of the trail as described in Paragraph 5.
4. The RECIPIENT agrees to cover at least twenty percent (20%) of the total cost of the acquisition, construction, development, or maintenance of the PROJECT, said percentage determined by the DEPARTMENT, depending on the amount of federal funds made available to the DEPARTMENT, from the Federal Highway Administration (FHWA). Further, the RECIPIENT agrees to pay in full all of the costs of said acquisition, construction, development, or maintenance of said PROJECT and to be reimbursed not more than eighty percent (80%) of said total cost by the FHWA.
5. The PARTIES agree that the PROJECT shall be:  
**Project Scope: See Attachment A, attached hereto and made a part of this GRANT AGREEMENT.**  
**Location: Sixth P.M., Wyoming, T.52N, R101W, Sec. 6, Lots 2&4, Sec. 7, Lot 2, NWNE, S2NE, E2NW**
6. The PARTIES agree the element(s) of the cost budget of the PROJECT is/are as follows:  
**See Attachment B, attached hereto and made a part of this GRANT AGREEMENT.**
7. The RECIPIENT agrees and warrants that it shall maintain and operate said PROJECT for a duration of not less than two (2) years following the completion date of the PROJECT as appropriations are available.

8. The PARTIES agree that the amount of the federal grant funds designated for this PROJECT shall not exceed **\$49,999.00 (forty nine thousand nine hundred and ninety nine dollars)**. The source of these funds is federal pass through funds from the Federal Highway Administration-Recreational Trails Grant Fund Program (CFDA 20.219).
9. The PARTIES agree that the PROJECT shall begin when the NOTICE TO PROCEED letter has been received by the RECIPIENT from the DEPARTMENT and the PROJECT shall be completed within two (2) years of this start date
10. The RECIPIENT agrees to maintain and operate said PROJECT in conformity with the laws of the United States and all applicable laws of the State of Wyoming, all executive orders of the President of the United States, all rules and regulations of the various federal departments and commissions which have or obtain jurisdiction over the PROJECT or its operation, all rules and regulations of the various State of Wyoming departments, agencies, and commissions which have or obtain jurisdiction over the PROJECT or its operation, and all appropriate city and county laws, rules and regulations.
11. The RECIPIENT agrees to conform as required with Title VI of the Civil Rights Act of 1964; Architectural Barriers Act of 1968 (Public Law 90-480; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities Act of 1990 (Public Law 101-336); and the Age Discrimination Act of 1975.
12. RECIPIENT agrees that before project is initiated all appropriate level of environmental review and analysis, to include mitigation assessment where required will be complete. For projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
13. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this GRANT AGREEMENT may be terminated without penalty if a private entity that receives funds under this GRANT AGREEMENT:
  - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (b) Procures a commercial sex act during the period of time that the award is in effect; or
  - (c) Uses forced labor in the performance of the award or sub-awards under the award.
14. The RECIPIENT shall establish and maintain separate accounts for the PROJECT, either

independently or within its existing accounting system, identifiable as the PROJECT Account. All charges to the PROJECT Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the DEPARTMENT. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible.

15. The RECIPIENT shall advise the DEPARTMENT of the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require. Project inspections shall be conducted by the DEPARTMENT or authorized representatives. RECIPIENT is required to send before and after photos and closing justification with final reimbursement request.
16. Payments to the RECIPIENT by the DEPARTMENT shall be on the following conditions:
  - (a) The said funds have been made available to the DEPARTMENT for such payment by the FHWA.
  - (b) A Request for Reimbursement form with supporting documentation that meets FHWA standards has been presented by the RECIPIENT to the DEPARTMENT as evidence that the PROJECT is either completed or proceeding to the completion as herein agreed.
  - (c) That items for which reimbursement is sought must have actually been received or the work accomplished by the RECIPIENT.
  - (d) All reimbursement billings and matching documentation shall be completed within the same fiscal year as RECIPIENT expenditures. Overhead will not be assessed to the DEPARTMENT.
17. Special Reimbursement Instructions: Reimbursements from the Project Sponsor shall be sent to: State Parks, Historic Sites and Trails  
Attn: Tracy J. Williams, Barrett Bldg., 4<sup>th</sup> Floor  
2301 Central Avenue, Cheyenne, WY 82002
18. **This GRANT AGREEMENT is a Wyoming State Recreation Trails Grant (RTP) and requires special handling. The RECIPIENT must submit a Request for Reimbursement form with supporting documentation, meeting FHWA standards, to the DEPARTMENT on or before March 4, 2015 and within each twelve (12) months**

thereafter. If the RECIPIENT does not submit a Request for Reimbursement form with supporting documentation, meeting FHWA standards, to the DEPARTMENT by March 4, 2015 funding will be deobligated and reobligated to another eligible RTP project and the DEPARTMENT shall have no responsibility to reimburse the RECIPIENT. After the initial March 4, 2015 Request for Reimbursement form has been approved, if the RECIPIENT does not submit a subsequent 12 month Request for Reimbursement form with supporting documentation, meeting FHWA standards, to the DEPARTMENT, all remaining funding will be deobligated and reobligated to another eligible RTP project and the DEPARTMENT shall have no responsibility to reimburse the RECIPIENT.

19. RECIPIENT's contractors and subcontractors shall comply with any applicable laws, rules and regulations, including, but not limited to Required Contract Provisions for Federal-Aid Construction Contracts (FHWA-1273), Buy America, DBE and Other Federal Requirements of the Recreational Trails Program. The DEPARTMENT will have fourteen business days to review and approve all proposals before they go out to bid. The DEPARTMENT will inform the RECIPIENT of bid approval in writing. After bids are awarded and finalized a copy of the executed bid contract, signed DBE and Buy America certification forms must be sent to the DEPARTMENT within fourteen business days.
20. The DEPARTMENT and any of its representatives shall have access to any books, documents, papers, and records of the RECIPIENT which are pertinent to this GRANT AGREEMENT. The RECIPIENT shall retain for a period of five years after the final close-out date, all program and financial records of the PROJECT. RECIPIENT must maintain an accounting system for the purpose of audit and examination of any books, documents, papers and records maintained in support of this GRANT AGREEMENT. RECIPIENT is required to conform to the Generally Accepted Accounting Principles. Funds for each program of services are accounted for separately. The RECIPIENT assures the DEPARTMENT that there will be an audit trail for all Federal funds.
21. The DEPARTMENT agrees to secure from the FHWA, funds as provided in the National Recreational Trails Act and as are made available by the federal government, for said PROJECT and make payment to the order of the RECIPIENT within sixty (60) days of the

- receipt of a completed request for reimbursement form from the RECIPIENT.
22. The PARTIES mutually agree that this GRANT AGREEMENT is to be binding upon and inure to the benefit of their respective successors and assigns.
  23. The State of Wyoming, the DEPARTMENT and the RECIPIENT do not waive their sovereign immunity by entering into this GRANT AGREEMENT and each fully retains all immunities and defenses provided by W.S. §1-39-104(a) and other state and federal law.
  24. By signing the GRANT AGREEMENT, RECIPIENT certifies that it is not suspended, debarred, or voluntarily excluded from Federal financial or non-financial assistance, nor are any of the participants involved in the execution of this GRANT AGREEMENT suspended, debarred or voluntarily excluded. Further, RECIPIENT agrees to notify this agency by certified mail should RECIPIENT or any of its agents become debarred, suspended or voluntarily excluded during the term of this GRANT AGREEMENT. The Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires that pass-through entities ensure that sub-recipients receiving \$500,000.00 or more in Federal awards during the sub-recipient's fiscal year meet the audit requirement of OMB Circular A-133.
  25. RECIPIENT certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this GRANT AGREEMENT, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this GRANT AGREEMENT.
  26. Modifications within the scope of this GRANT AGREEMENT shall be made by mutual consent of the PARTIES, by issuance of a written modification to this GRANT AGREEMENT, signed and dated by both PARTIES, prior to any changes being performed. The DEPARTMENT is not obligated to fund any changes not properly approved in advance.
  27. This GRANT AGREEMENT in no way restricts the PARTIES from participating in similar activities with other public or private agencies, organizations, and individuals.
  28. No part of this GRANT AGREEMENT shall entitle the DEPARTMENT to any share or interest in the PROJECT other than the right to use and enjoy the same under the existing regulations of the RECIPIENT.

29. The principal contacts for this GRANT AGREEMENT are:

DEPARTMENT	RECIPIENT
Tracy Williams, Grant Administrator Division of State Parks and Cultural Resources 2301 Central Avenue, Barrett Bldg. 4 <sup>th</sup> Floor Cheyenne, WY 82002 (307)777-8681, (307)777-6005 Fax	City of Cody Rick Manchester P.O. Box 2200 Cody, WY 82414 (307) 739-3364

30. Either PARTY, in writing, may terminate the GRANT AGREEMENT in whole, or in part, at any time before the date of expiration. Full credit shall be allowed for RECIPIENT's expenses and all non-cancelable obligations properly incurred up to the effective date of the termination. Excess funds shall be refunded to the DEPARTMENT within 60 days after the effective date of the termination.
31. Improvements placed on National Forest System land at the direction of either of the PARTIES, shall thereupon become property of the United States and shall be subject to the same regulations and administration of the RECIPIENT as other National Forest improvements of similar nature.
32. Any DEPARTMENT contributions made under this GRANT AGREEMENT do not by direct reference or implication convey RECIPIENT endorsement of the DEPARTMENT's products or activities
33. The PARTIES do not intend to create in any other individual or entity the status of third party beneficiary, and this GRANT AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this GRANT AGREEMENT shall operate only between and for the benefit of the PARTIES to this GRANT AGREEMENT, and shall inure solely to the benefit of the PARTIES to this GRANT AGREEMENT. The provisions of this GRANT AGREEMENT are intended only to assist the PARTIES in determining and performing their obligations under this GRANT AGREEMENT. The PARTIES to this GRANT AGREEMENT intend and expressly agree that only parties signatory to this GRANT AGREEMENT shall have any legal or equitable right to seek to enforce this GRANT AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this GRANT AGREEMENT, or to bring an action for the breach of this GRANT AGREEMENT.

34. Should any portion of this GRANT AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the GRANT AGREEMENT shall continue in full force and effect as if the illegal or unenforceable term was omitted.
35. This GRANT AGREEMENT shall not be binding upon either party, no services shall be performed under the terms of this GRANT AGREEMENT, and no funds shall be disbursed hereunder until all necessary approvals and actions have occurred as determined by the DEPARTMENT in its discretion and this GRANT AGREEMENT has been reduced to writing and signed by both PARTIES.
36. This GRANT AGREEMENT consisting of nine (9) pages, Attachment A, consisting of two (2) pages, and Attachment B, consisting of one (1) page, represent the entire GRANT AGREEMENT between the DEPARTMENT and the RECIPIENT with respect to the subject matter hereof and accordingly cannot be amended or modified except by written instrument executed by all of the PARTIES hereto.
37. By signature below, the PARTIES certify that the individuals listed in this document as representatives of the PARTIES are authorized to act in their respective areas for matters related to this GRANT AGREEMENT. .
38. In the event of any issue of controversy under this GRANT AGREEMENT, the PARTIES may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
39. TAXPAYER IDENTIFICATION NUMBER: The DEPARTMENT shall furnish its tax identification number upon execution of this instrument.
40. FREEDOM OF INFORMATION ACT (FOIA): Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552)
41. STATE PUBLIC RECORDS ACT: The RECIPIENT will keep pertinent records, data and information in good order and available to the DEPARTMENT and the public in conformance with the Wyoming Public Records Act.

**THE REMAINDER OF THIS PAGE INTENDED TO BE BLANK**

<b>b. Construction Equipment</b>	0	0
<b>New Trail Construction</b>		
<b>Development of Trail-Side and Trail-Head Facilities</b>	0	0
<b>Community Trail/Pathway Construction</b>	28,776 lft 1 bike park	\$5.05/ft \$85, 536
<b>Acquisition-must be a willing seller</b>		
<b>a. Easement (priority over fee simple)</b>	0	0
<b>b. Fee Simple (only if easement or other means are not acceptable to carry out objective)</b>	0	0
<b>TOTAL.....</b>		<b>\$263,468</b>

**Project Justification – Exhibit A or Attachment A**

**In a concise and specific method, please explain the general scope of your project, including the initial problem or concern, project concept, and financial management. Explain how the project will be implemented and a timeline and/or milestones. Your explanation greatly helps those that are rating your project.**

We request \$49,999 of RTP funding to build a top quality sustainable trail system directly connected to the population center of Cody, Wyoming. The project consists of approximately 5 miles of new trails and 3 miles of existing trails, as well as the construction of a bike park.

Beck Lake Recreation Area sits at the south end of town and is a connector to existing riding areas to the south and west of town. There is another major component of this project known as the Beck Lake Bike Park. This sits on adjoining city property. The funding for the bike park is not part of this grant application. It is an integral part of the design for the area. The bike park will include skills areas, pump tracks, jump lines and gravity pump lines at an estimated cost of \$85,500. This is another significant investment the community is making in this trail system that will significantly enhance the RTP grant funds.

Proposed system trails are a combination of new routes and existing trails to create a series of loops and diverse trail experiences within the setting. Total proposed trail system mileage is approximately 8 miles, made up of ~5 miles of new routes and ~3 miles of existing trails. Also proposed are 0.9 miles of trail closure. Trail closures are to remove some heavily eroded routes on private lands and to create sustainable trails. Proposed routes were designed to create loops, reduce reliance on doubletrack, minimize erosion, and provide diverse experiences. Additionally, the Flow Trail is a bike-optimized trail, the first of its kind in the area.

The Beck Lake Recreation Area Expansion comprises 522 acres of BLM property adjacent to the existing City of Cody facilities at Beck Lake. In late 2005, the City, through the Recreation and Public Purpose Act, began the process of acquiring a lease

on this BLM land. Eventually, a formal right-of-way agreement was issued by the BLM and approved by the Cody City Council on 6/19/2013. A copy of the lease is attached and includes the lease application materials. This BLM property, when combined with existing City property, will allow for trail and facility development on approximately 750 acres. The process to acquire this area for recreational use was a grassroots effort. Community members, including members of the Park County Pedalers, were concerned about potential mining at this already popular trail area at the edge of town. In 2004, local community members worked with the City to begin scoping for the site and generating a vision for recreation and open space protection. Trailhead surveys installed by the BLM in 2004 indicate a high level of use of this area by hikers and cyclists. Initial scoping meetings conducted by the City, indicated the desire for a more formalized trail system for non-motorized use.

IMBA's Trail Solutions has served as our design consultant on this project. Trail Solutions is an internationally respected authority in multi-use trail systems. Our use of Trail Solutions represents a significant investment in making sure trail system is world class. The project has proceeded through the conceptual plan phase (see attachment). Money is secured for the final design phase that will occur this winter and spring. The design phase will provide us with the materials to bid the job in the spring of 2014 with construction to occur during the summer and fall of 2014. The project sponsors are confident we can complete this project within the timeframes of the grant guidelines. The topography and vegetation in this area allow for rapid trail development.

Financial management will be handled by the City of Cody and their accountant in full compliance with the RTP grant requirements. Standard progress reports will be filed three times per year. All financial records will be maintained for five years after the RTP funded phase of the project is complete.

**1. This question is for Diversified and Motorized Applications Only...**

**Does the Project Accommodate Both Motorized and Non-Motorized Recreational Trail Use?  
(5 Maximum Ranking Points)**

**Yes: If yes, please explain and list both the motorized and non-motorized components:**

**No:**

- 1.
- 2.
- 3.
- 4.
- 5.

**2. Trail Project Use (Check all that apply) (5 Maximum Ranking Points)**

Bicycling  Dogsledding  Snowmobiling  ORV  Off-Hwy.  
 Motorcycle  Off-Road Light Truck/Jeep  Equestrian  Cross-Country

Skiing  Inline Skating/Skateboarding  Pedestrian

\*Canoeing, Kayaking, Rafting  Other (Explain)  \*Requires a component that enhances access or take-out



**IN WITNESS WHEREOF**, by signing this GRANT AGREEMENT, the PARTIES represent and warrant that they have read and understood it, that they agree to be bound by the terms of the GRANT AGREEMENT, that they have the authority to sign it, and that they have received a signed and dated copy of the GRANT AGREEMENT.

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

**DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES**

**RECIPIENT**

By: \_\_\_\_\_  
Domenic Bravo  
Title: Wyoming State Parks Administrator  
Date: \_\_\_\_\_  
Address: 2301 Central Avenue  
Barrett Bldg., 4<sup>th</sup> Floor  
Cheyenne, WY 82002

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

**WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

**The authority and format of this GRANT AGREEMENT has been reviewed and approved for signature**

 # 114585  
S. Jane Caton, Senior Assistant Attorney General

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Date: 6-10-14

# City of Cody Agenda Request Form

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\*\*\*\*\*

Name of person to appear before the Council KEN POSEY & MIKE SHOTTS

Organization Represented CODY COUNTRY CAR SHOW

Date you wish to appear before the Council OPEN

Mailing Address 150 PLEASANT VIEW DR Telephone 527-7348 HOME  
899-7677 CELL

E-Mail Address LOWW.CODYCOUNTRYCARSHOW@GMAIL.COM

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

Names of all individuals who will speak on this topic KEN POSEY MIKE SHOTTS

Event Title (if applicable) 3<sup>RD</sup> ANNUAL CODY COUNTRY CAR SHOW.

Date(s) of Event (if applicable) AUGUST 22<sup>ND</sup> & 23<sup>RD</sup> (CLOSURE FOR THE 23<sup>RD</sup> ONLY)

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) WE ARE ASKING THE COUNCIL MEMBERS AND THE CITY OF CODY FOR APPROVAL TO CLOSE 16<sup>TH</sup> STREET FROM SHANIDAW TO BECK. AND ALSO TO CLOSE BECK FROM 16<sup>TH</sup> TO 17<sup>TH</sup> AS WE DID LAST YEAR.

Which City employee(s) have you spoken to about this issue? NONE AT THIS TIME.

Signature [Signature] Date 6/12/2014

SHERIDAN AVE

Close

16th

DENNY  
MENHOLT'S  
LOT

17th

Close

BECK AVE

Close

MEETING DATE:	JULY 15, 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 HK Contractor's. The Special Use Agreement allows HK Contractor's to operate gravel crushing and other processing equipment on City of Cody property at the West Pit location.

**BACKGROUND:**

HK Contractor's has contracted with the Stampede Board to crush some of their gravel, but wishes to utilize some of the City of Cody lands for stockpiling. The Special Use Agreement under consideration will allow HK Contractor's to operate within the City of Cody property on the West Strip until the 1<sup>st</sup> of January, 2015.

**FISCAL IMPACT**

The Special Use Agreement calls for a \$2,000 Payment to the City of Cody for the requested use.

**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 HK Contractor's.

**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 HK CONTRACTOR'S, an Idaho corporation, hereinafter referred to as HK CONTRACTOR'S.

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

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

1. HK CONTRACTOR'S agrees to assume all liability associated with the operation and specifically agrees to hold harmless and indemnify the CITY from any and all claims for damage to property and claims for personal injury or death that may arise as a result of HK CONTRACTOR'S business operation on CITY property, including but not limited to reasonable attorney's fees and costs.
2. HK CONTRACTOR'S agrees to obtain any and all necessary state and federal permits in order to operate a gravel crushing business.
3. HK CONTRACTOR'S agrees to abide by all OSHA and MSHA safety requirements in conducting said operation. HK CONTRACTOR'S 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, invitees and others on the site, including but not limited to appropriate signage and barriers to prevent and discourage trespassers.
4. HK CONTRACTOR'S agrees to identify all subcontractors of HK CONTRACTOR'S 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. HK CONTRACTOR'S agrees to provide the CITY with emergency contact names and telephone numbers.
6. HK CONTRACTOR'S agrees to make certain the gates leading to the gravel pit are locked and secured at the end of each day.
7. HK CONTRACTOR'S 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 HK CONTRACTOR'S. In the event HK CONTRACTOR'S fails to complete said restoration to the CITY'S satisfaction, the CITY shall have the option of restoring the same and HK CONTRACTOR'S shall be responsible for all costs incurred therewith.
8. This Agreement shall be in effect until the 1st day of January, 2015.
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 of Cody may terminate this agreement at any time upon written notice to HK CONTRACTOR'S.
  
12. In consideration for HK CONTRACTOR'S operating a gravel crushing operation on CITY OF CODY property, HK CONTRACTOR'S agrees to pay to the City of Cody \$2,000.00. HK CONTRACTOR'S further agrees to level the land surrounding the immediate work site and to maintain the roads leading to and from the site, beginning at the CITY OF CODY gate, for the duration of time this agreement is in effect. Maintenance shall be considered to mean that the road will be kept smooth and consistent in slope and grade.

DATED this \_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF CODY

HK CONTRACTOR'S

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_

1/8/2007

MEETING DATE: JULY 15, 2014  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER  
ADMINISTRATIVE SERVICE OFFICER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Request for Change in Dispensing Room**

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

Approve the change in dispensing room to a 24'x17' room on the south end of the building for H&B Wild Horse Café located at 440 W Yellowstone Ave.

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

Herbert & Barbara Hoy dba H& B Wild Horse Café have requested a change in dispensing room from the current location to a 24' x 17' room on the south end of the building. This change was initiated by an onsite visit from the Liquor Division.

#### **FISCAL IMPACT**

None.

#### **ALTERNATIVES**

1. Approve the change in dispensing room
2. Deny the change in dispensing room

#### **ATTACHMENTS**

Agenda request form, drawing of dispensing room

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

Herbert & Barbara Hoy

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

# City of Cody Agenda Request Form

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\*\*\*\*\*

Name of person to appear before the Council Herbert & Barbara Hoy

Organization Represented H&B Wildhorse Cafe

Date you wish to appear before the Council 7/15/14

Mailing Address 220 F Street Telephone 587-4579

E-Mail Address \_\_\_\_\_

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

Names of all individuals who will speak on this topic \_\_\_\_\_  
\_\_\_\_\_

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

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

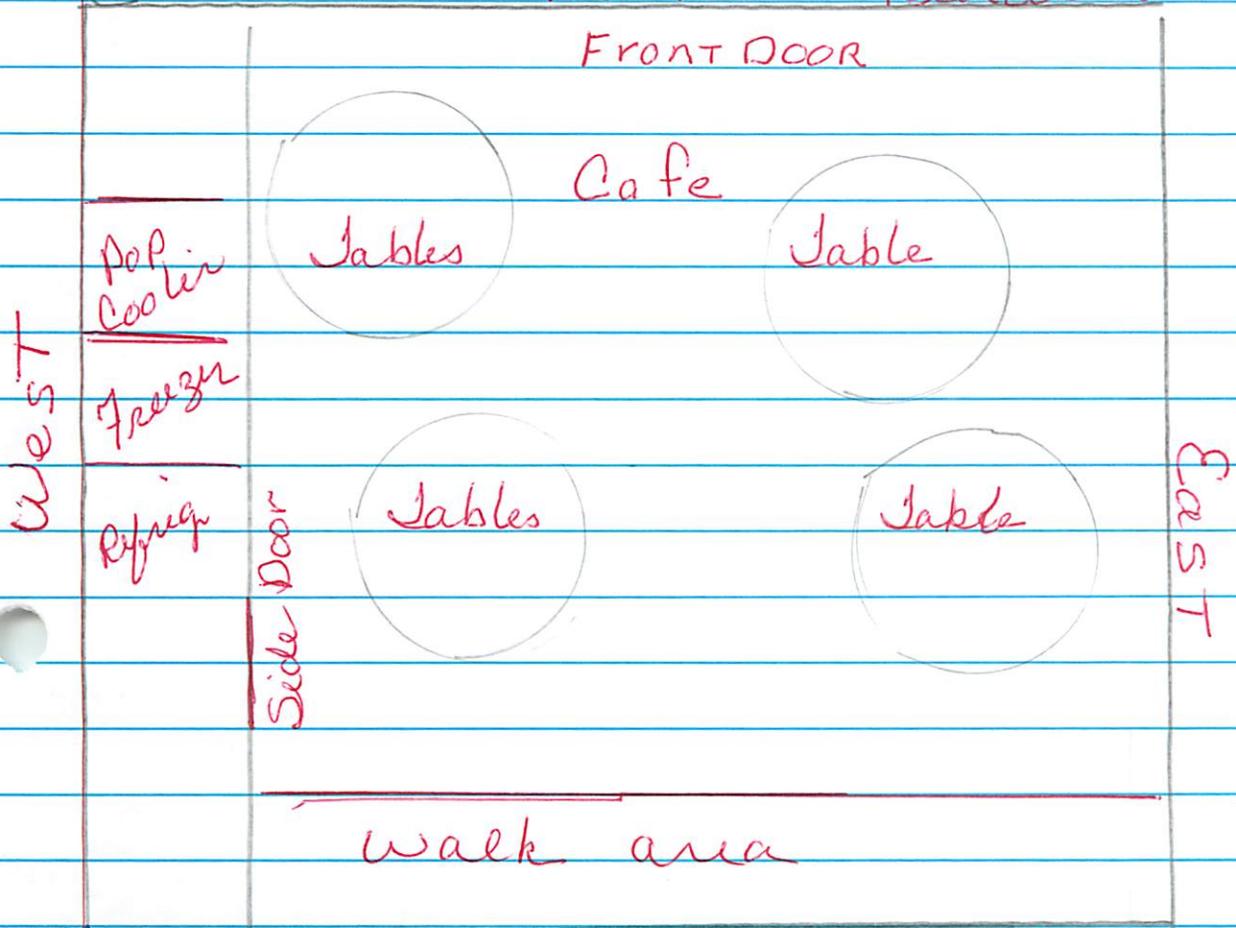
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Request to transfer location of dispensing room from current location to a

24'x17 Room located in the SW portion of (Kitchen Area)

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

Signature Herbert A. Hoy Date 7/8/14

HHB Wild Horse Cafe -  
 length of kitchen w/beer cooler 24' x 17'  
 NORTH Beer cooler 4 1/2 x 2 1/2



door, Counter - Employees only

Beer Cooler

oven fryer Grill

Freezer

Cooler

Refrig

Stock area

Work area

Back Door

Ice machine sink dishwasher

South

MEETING DATE: JULY 15, 2014  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED BY: RICK MANCHESTER,  
DIRECTOR  
PRESENTED BY: RICK MANCHESTER

**REVISED**

## **Off-Sheridan Ave. Directional Signage VFW and Nature Conservancy Request**

### ACTION TO BE TAKEN:

Request that City Council approves expanding the off-Sheridan Avenue business directional signage program. Expansion allows the VFW Post 2673 and The Nature Conservancy to participate in the off-Sheridan Ave. directional street sign program. Expand the program to businesses on 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> streets between Salisbury and Alger avenues.

Additionally, the VFW is requesting a fee waiver (\$60) if allowed in the program.

### SUMMARY OF INFORMATION:

In 2010, the City developed a way finding signage system for promoting businesses; those are not on Sheridan Ave. but still in the Sheridan "Retail Area." The emphasis is on businesses that have, in the past, placed signage in front of other businesses on Sheridan Ave. The program is available for businesses on 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> streets between Rumsey Ave. and Beck Ave. Businesses that do not have store frontage on Sheridan Ave. are not allowed to place directional sandwich boards in ROW or other areas that are not in their immediate store front area. Since 2010, there have been other requests made by businesses such as Purple Thistle that have been denied the request to participate in the program.

### FISCAL IMPACT

Cost Neutral, revenue of \$60 per sign goes toward cost of sign and installation.

### ALTERNATIVES

1. Approve the request and expand the program.
2. Status quo and deny the request to expand the program.
3. Allow only the VFW and TNC into the program.

### ATTACHMENTS

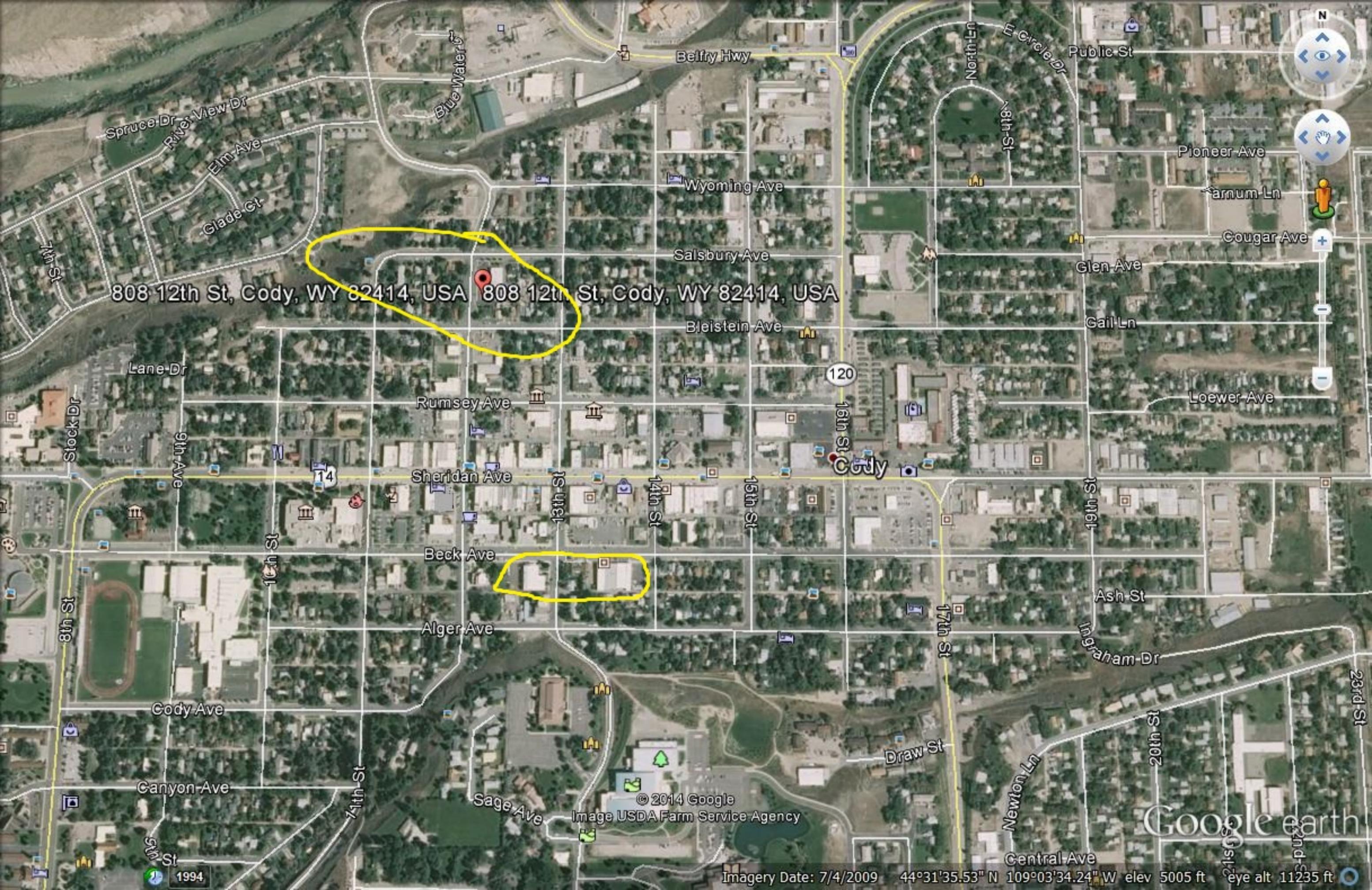
1. VFW Agenda Request Form
2. Overhead View of Area

### AGENDA & SUMMARY REPORT TO:

Bill Buntyn  
VFW Post 2673  
808 12<sup>th</sup> Street  
[gbcodynow@tctwest.net](mailto:gbcodynow@tctwest.net)

Katheryn Thompson, The Nature Conservancy  
Andrew Johnston, Public Facilities Supervisor

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



808 12th St, Cody, WY 82414, USA 808 12th St, Cody, WY 82414, USA

© 2014 Google  
Image USDA Farm Service Agency

Google earth

Imagery Date: 7/4/2009 44°31'35.53" N 109°03'34.24" W elev 5005 ft eye alt 11235 ft

1994

# City of Cody Agenda Request Form

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\*\*\*\*\*

Name of person to appear before the Council Bill Buntyn

Organization Represented VFW Post 2673

Date you wish to appear before the Council 6-27-14

Mailing Address 808 12<sup>th</sup> St Telephone 574 361 7023

E-Mail Address \_\_\_\_\_

Preferred form of contact: Telephone 574 361 7023 E-Mail \_\_\_\_\_

Names of all individuals who will speak on this topic Bill Buntyn

Event Title (if applicable) A sign on corner 12<sup>th</sup> + Main St

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

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) direction sign at the corner Main + 12<sup>th</sup> St. to the VFW Post  
We need your help

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

Signature Bill Buntyn Date 6-25-14

May 28, 2014

**RE: Side Street Directional Signage**

**Name as you wish to see it on the Sign.** (Please Print Clearly)  
VFW Post 2673 or (VETERANS of FOREIGN WARS Post)

Contact Name Bill Buntyn

Phone # 574 361 7023

Email Address gbcodynow@tctwest.net

**For City Hall Use Only**

Fee Paid (\$60.00) Can the City Wave this for the VFW?

Date Paid \_\_\_\_\_

Receipt Number \_\_\_\_\_

Staff Initial \_\_\_\_\_

(Please Return to Andrew Johnston at the Rec Center)



**CITY OF CODY**  
**WYOMING**

May 28, 2014

**RE: Side Street Directional Signage**

The City is pleased with the success of the side street directional signage program. This option is in response to City and State law that does not allow for advertising on a State or City right-of-way unless the sign is in front of your own storefront.

**In order to qualify for the program your business must be located on one of the numbered streets: 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> Streets between Rumsey Avenue and Beck Avenue.** Once eligibility is established, you can sign up for the program by returning payment and the form included with this letter. If you are new to the program or renewing your sign from last year please pay the annual fee of \$60 at City Hall. Existing signs that are not renewed will be removed before June 30, 2014.

The payment covers from June 2014 until June 2015 and will not be retroactive or discounted if you choose to pay the fee in July or any other later date. The uncertainty of knowing how many businesses will sign up for the program requires us to keep it on a first-come first-served basis. The form and payment must be received at City Hall, 1338 Rumsey Avenue before June 20, 2014.

Thank you for being a Cody business, we appreciate your efforts and commitment to keeping Cody a great place to live. If you have any questions about the directional signage please feel free to call me at 307-272-0696. I can also be reached via email at [andrewj@cityofcody.com](mailto:andrewj@cityofcody.com).

Sincerely,

Andrew Johnston  
City of Cody  
Public Facilities Supervisor

Nancy Tia Brown  
MAYOR

Donny Anderson  
Bryan Edwards  
Jerry Fritz  
Landon Greer  
Steve Miller  
Stan Wolz  
COUNCIL MEMBERS

C. Edward Webster II  
MUNICIPAL JUDGE

Jennifer R. Rosencranse  
CITY ADMINISTRATOR

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

(307) 527-7511  
FAX (307) 527-6532

MEETING DATE:	JULY 15, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE <i>SP</i>
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

## **AGENDA ITEM SUMMARY REPORT**

### **Jeff Troxel – Noise Complaint**

#### **ACTION:**

Discuss and if agreed, direct staff to install two (2) "No Motorized Vehicles Except Emergency Personnel" with the location of the two signs as follows: One just East of the Gravel Drive access off of Casper Drive and the other just West of the Bridge that crosses Cody Canal along the same gravel drive (see attached map).

#### **BACKGROUND:**

On June 21, 2014 Jeff Troxel sent the Mayor and email that outlined the following:

I am writing to ask if you might assist with a solution to a noise issue that has come up recently. I live at 2407 Cedar Court, which is a cul-de-sac off Cedar Lane. We are right at the edge of town and the hill behind us is where the fire department does its training.

Recently a couple of people have started using the dirt road that is just across the canal from us, and runs along Bob Snider's property line. They ride up and down that road for extended periods with engines at full throttle, and create quite a lot of noise for those of us in this neighborhood.

What I would ask is if we might be able to close off a portion of that to recreational vehicles to reduce the noise for the residents in this part of town. I'm only talking about the road that goes behind Bob Snider's place, not the whole area, of course. The impact on the motorcyclists should be minimal since the whole rest of that area is open to them, and they have multiple ways of accessing it.

I would like to add that we bought this house specifically because of its remote location from traffic. I have a recording studio in my house that is virtually unusable when someone is riding a motorcycle, or a plane is flying overhead. The solution I've proposed is a common-sense approach that will preserve our quiet neighborhood and not unduly inconvenience the motorized recreationists, who at present I think are a couple of high-school kids who got dirt bikes for Christmas this year.

I do hope you'll be willing to look into this and help with a solution. Thank you for your time.

I met with Mr. Troxel and we discussed several options, but centered on the possibility of posting signs at either end of the dirt road that runs behind the properties outlined above that says "No Motorized Vehicles Except Emergency Personnel". I think the full Council needs to take action on this. If they agree to the posting of the signs, the Police Dept. could then do enforcement action if they catch people in the area running motorbikes, atv's, etc in the area. We also discussed closing the road all together, but I am not sure that this is possible. If we installed gates, atv's and motorbikes could just drive around the gates and then we have another road.

#### **FISCAL IMPACT**

It has been estimated that the signage would cost about \$200.00 to install.

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

**ALTERNATIVES**

1. Do Nothing
2. Do as recommended.
3. Do some alternative

**RECOMMENDATION**

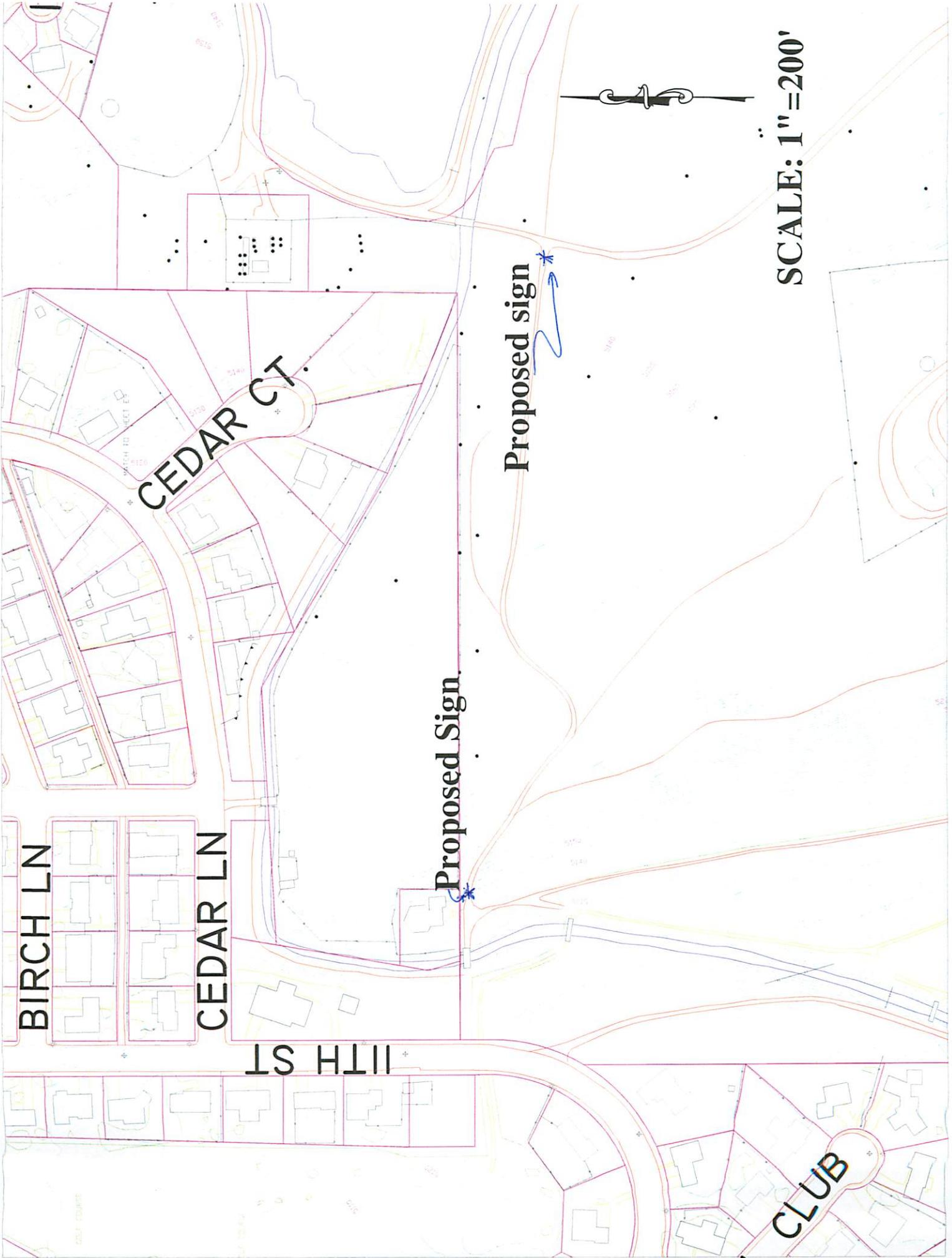
Staff recommends the Council direct staff to install two (2) "No Motorized Vehicles Except Emergency Personnel" with the location of the two signs as follows: One just East of the Gravel Drive access off of Casper Drive and the other just West of the Bridge that crosses Cody Canal along the same gravel drive (see attached map).

**ATTACHMENTS**

Map

**AGENDA & SUMMARY REPORT TO:**

N/A



BIRCH LN

CEDAR CT

CEDAR LN

11TH ST

CLUB

Proposed Sign

Proposed sign



SCALE: 1" = 200'

**GRANT AWARD ACKNOWLEDGMENT**

The Wyoming Attorney General, in his capacity as the Commissioner of Drugs and Substances Control, awards \$184,382 in State forfeiture funds to the City of Cody to offset increased law enforcement expenditures during the time period of July 30, 2014 through August 3, 2014, as a result of the 2014 Hell’s Angels’ Rally being held in Park County, Wyoming. The City of Cody hereby agrees to use those funds solely for that purpose. At its discretion, the City of Cody may share this grant award with any local law enforcement agencies (including, but not limited to, the Cody Police Department) that will be similarly impacted by the Rally. Use of shared funds by local law enforcement agencies is subject to the same restrictions that apply to funds used by the City of Cody. The City of Cody agrees to return any unused funds from the grant (including any unused funds sub-granted local law enforcement agencies) to the Wyoming Attorney General’s Office no later than October 3, 2014.

The City of Cody further agrees that all records concerning this grant and the expenditure of grant funds shall be open to inspection by the Wyoming Legislature, Wyoming Department of Audit, and the Wyoming Attorney General’s Office upon written request.

DATED this \_\_\_\_ day of July 2014.

\_\_\_\_\_  
Peter K. Michael, Wyoming Attorney General

The foregoing was subscribed and sworn to before me by Peter K. Michael this \_\_\_\_ day of July 2014.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_  
Nancy Tia Brown, Mayor of Cody

The foregoing was subscribed and sworn to before me by Nancy Tia Brown this  
\_\_\_ day of July 2014.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Perry V. Rockvam, Cody Chief of Police

The foregoing was subscribed and sworn to before me by Perry V. Rockvam this  
\_\_\_ day of July 2014.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>813-NCPERS WYOMING</b>							
<b>125412</b>							
	06302014	PREMIUM	07/07/2014	416.00	416.00	07/08/2014	
Total 125412:				416.00	416.00		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	282047	RAW WATER SUPPLIES	06/02/2014	14.28	.00		
	282296	REPAIR CLAMP	06/04/2014	9.49	.00		
	282327	RAW WATER REPAIR	06/05/2014	6.42	.00		
	282434	HOSE COUPLING	06/06/2014	4.99	.00		
	282957	GLOVES/GLASS CLEANER	06/12/2014	16.98	.00		
	282957	GLOVES/GLASS CLEANER	06/12/2014	3.49	.00		
	283435	STRAP/SPOTLIGHT	06/18/2014	24.99	.00		
	283435	STRAP/SPOTLIGHT	06/18/2014	4.98	.00		
	283540	RESTROOM MAINT	06/19/2014	74.97	.00		
	283722	TRASH LINERS	06/21/2014	25.98	.00		
	283817	WALL PATCH	06/23/2014	8.99	.00		
	283947	WEED EATER PARTS	06/24/2014	75.00	.00		
	283953	TOOLS	06/24/2014	28.99	.00		
	283968	TOOLS	06/24/2014	45.98	.00		
	284184	SUPPLIES	06/26/2014	14.98	.00		
	284225	TOOLS	06/27/2014	285.93	.00		
	284267	TOOLS	06/27/2014	149.98	.00		
	284613	TOOLS	07/01/2014	44.96	.00		
	284953	SUPPLIES	07/01/2014	7.49	.00		
Total 2390:				848.87	.00		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	11533	CYCLE 2 OUTSOURCE BILLS	06/23/2014	180.02	.00		
	11548	CYCLE 3 OUTSOURCE BILLS	06/27/2014	404.17	.00		
Total 129162:				584.19	.00		
<b>AMERICAN FAMILY LIFE ASSUR</b>							
<b>550</b>							
	341703	AFLAC PREMIUM	07/07/2014	2,185.16	2,185.16	07/08/2014	
Total 550:				2,185.16	2,185.16		
<b>AMERICAN PUBLIC POWER ASSOCIATION</b>							
<b>610</b>							
	252745	DUES 08/01/14 - 07/31/15	06/06/2014	2,945.10	.00		
Total 610:				2,945.10	.00		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	02789257	TOOLS	06/23/2014	30.45	.00		
	02793327	WELDING GAS	06/26/2014	96.68	.00		
	02794401	SUPPLIES	06/27/2014	28.76	.00		
	02798860	CYLINDER RENTAL	06/30/2014	38.70	.00		
	02798861	SUPPLIES	06/30/2014	64.50	.00		
	02798862	CYLINDER RENTAL	06/30/2014	12.90	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	02813061	WELDING WIRE	07/01/2014	107.63	.00		
Total 128592:				379.62	.00		
<b>APPLIED GRAPHICS</b>							
<b>123465</b>							
	5649	BANNER - CONCERTS IN THE P	06/26/2014	180.00	.00		
Total 123465:				180.00	.00		
<b>BAUER, RANDY</b>							
<b>130066</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	700.00	.00		
Total 130066:				700.00	.00		
<b>BEAR CO, INC</b>							
<b>1010</b>							
	180049	A22 POLICE TIRES	05/28/2014	716.00	.00		
	180054	C02 STEERING TIRES	05/28/2014	705.72	.00		
	180174	A14 POLICE TIRES	06/03/2014	386.68	.00		
	180183	MOWER TUBE	06/03/2014	9.50	.00		
	180528	MOWER TUBE	06/19/2014	15.50	.00		
Total 1010:				1,833.40	.00		
<b>BIG HORN PAINT</b>							
<b>1180</b>							
	0062243	SPRAYER LUBRICANT	06/26/2014	13.59	.00		
Total 1180:				13.59	.00		
<b>BIG HORN RADIO NETWORK</b>							
<b>127743</b>							
	063014	ADVERTISING	06/30/2014	173.40	.00		
	063014-REC	ADVERTISING - REC	06/30/2014	810.00	.00		
Total 127743:				983.40	.00		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	12665	TRASH CAN LINERS	06/26/2014	54.00	.00		
Total 1210:				54.00	.00		
<b>BLOEDORN LUMBER</b>							
<b>1590</b>							
	1720364	FOAM SEALANT	06/05/2014	22.26	.00		
	1721368	ROOF SEALANT	06/05/2014	231.92	.00		
Total 1590:				254.18	.00		
<b>BLUMENSHINE, REBECCA</b>							
<b>130055</b>							
	14521026	REFUND UTILITY DEPOSIT	06/25/2014	291.46	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130055:				291.46	.00		
<b>BOBCAT OF BIG HORN BASIN, INC.</b>							
<b>128623</b>							
	9261	BOBCAT TILT TACH - GO6	06/23/2014	72.61	.00		
Total 128623:				72.61	.00		
<b>BRASHER, JESSICA</b>							
<b>130058</b>							
	15673038	REFUND UTILITY DEPOSIT	06/27/2014	143.75	.00		
Total 130058:				143.75	.00		
<b>BROWNELL'S</b>							
<b>123297</b>							
	09891890.01	GLOCK MAGAZINES	06/12/2014	279.90	.00		
Total 123297:				279.90	.00		
<b>BULLOCK, KADE</b>							
<b>130061</b>							
	14245039	REFUND UTILITY DEPOSIT	06/30/2014	44.07	.00		
Total 130061:				44.07	.00		
<b>CARQUEST AUTO PARTS</b>							
<b>10200</b>							
	2874-IC-25164	credit repair parts - VM	06/12/2014	39.77-	.00		
	2874-ID-25061	lock pin - Streets	06/02/2014	6.33	.00		
	2874-ID-25061	repair parts - VM	06/02/2014	23.12	.00		
	2874-ID-25063	repair parts - VM	06/02/2014	59.02	.00		
	2874-ID-25066	repair parts - VM	06/02/2014	14.45	.00		
	2874-ID-25067	repair parts - VM	06/02/2014	3.06	.00		
	2874-ID-25071	repair parts - VM	06/03/2014	2.95	.00		
	2874-ID-25072	repair parts - VM	06/03/2014	4.76	.00		
	2874-ID-25082	repair parts - VM	06/04/2014	16.37	.00		
	2874-ID-25082	repair parts - VM	06/04/2014	9.11	.00		
	2874-ID-25082	repair parts - VM	06/04/2014	12.24	.00		
	2874-ID-25084	repair parts - VM	06/04/2014	2.78	.00		
	2874-ID-25095	repair parts - VM	06/05/2014	33.11	.00		
	2874-ID-25123	repair parts - VM	06/09/2014	2.78	.00		
	2874-ID-25124	repair parts - VM	06/09/2014	15.60	.00		
	2874-ID-25125	repair parts - VM	06/09/2014	37.94	.00		
	2874-ID-25135	repair parts - VM	06/10/2014	2.58	.00		
	2874-ID-25137	repair parts - VM	06/10/2014	8.56	.00		
	2874-ID-25141	repair parts - VM	06/10/2014	32.73	.00		
	2874-ID-25146	repair parts - VM	06/11/2014	2.78	.00		
	2874-ID-25151	repair parts - VM	06/11/2014	39.77	.00		
	2874-ID-25152	repair parts - VM	06/11/2014	87.14	.00		
	2874-ID-25153	repair parts - VM	06/11/2014	7.09	.00		
	2874-ID-25160	repair parts - VM	06/12/2014	76.49	.00		
	2874-ID-25179	repair parts - VM	06/16/2014	21.56	.00		
	2874-ID-25188	repair parts - VM	06/17/2014	50.87	.00		
	2874-ID-25189	repair parts - VM	06/17/2014	2.58	.00		
	2874-ID-25190	repair parts - VM	06/17/2014	3.43	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2874-ID-25204	repair parts - VM	06/18/2014	8.47	.00		
	2874-ID-25205	repair parts - VM	06/18/2014	5.22	.00		
	2874-ID-25234	repair parts - VM	06/23/2014	14.45	.00		
	2874-ID-25237	repair parts - VM	06/23/2014	24.99	.00		
	2874-ID-25241	repair parts - VM	06/23/2014	2.44	.00		
	2874-ID-25249	repair parts - VM	06/24/2014	23.46	.00		
	2874-ID-25260	repair parts - VM	06/25/2014	2.58	.00		
	307023	CARB CLEANER	06/02/2014	51.72	.00		
Total 10200:				672.76	.00		
<b>CENTURY LINK</b>							
<b>10091</b>							
	061914	PHONE CHARGES - SRO	06/19/2014	37.33	.00		
Total 10091:				37.33	.00		
<b>CHARTER</b>							
<b>129861</b>							
	062614	INTERNET/PHONE - MINI GOLF	06/26/2014	49.90	.00		
Total 129861:				49.90	.00		
<b>CITY OF CODY</b>							
<b>2260</b>							
	063014	Utilities	06/30/2014	10.50	.00		
	063014	Utilities	06/30/2014	23.68	.00		
	063014	Utilities	06/30/2014	30.38	.00		
	063014	Utilities	06/30/2014	50.43	.00		
	063014	Utilities	06/30/2014	53.65	.00		
	063014	Utilities	06/30/2014	63.00	.00		
	063014	Utilities	06/30/2014	63.00	.00		
	063014	Utilities	06/30/2014	63.00	.00		
	063014	Utilities	06/30/2014	71.46	.00		
	063014	Utilities	06/30/2014	87.24	.00		
	063014	Utilities	06/30/2014	383.94	.00		
	063014	Utilities	06/30/2014	532.64	.00		
	614-13	BUILDING PERMIT - NICHOL MA	05/02/2014	33.00	.00		
Total 2260:				1,465.92	.00		
<b>2261</b>							
	051514	FILING FEE	05/15/2014	18.00	.00		
	060614	POSTAGE	06/06/2014	9.80	.00		
	063014	CASH SHORT	06/30/2014	1.25	.00		
	120313	SUPPLIES	12/03/2013	11.96	.00		
	121713	FILING FEE	12/17/2013	30.00	.00		
	12214	PLATE TRANSFER	01/22/2014	2.00	.00		
	122313	TITLE & PLATES	12/13/2013	17.00	.00		
	42314	MEETING EXPENSE	04/23/2014	9.59	.00		
	43014	TITLE & PLATES	04/30/2014	17.00	.00		
	50614	FILING FEE	05/06/2014	18.00	.00		
	61014	POSTAGE	06/10/2014	9.80	.00		
Total 2261:				144.40	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>CITY OF CODY</b>							
<b>127400</b>							
	041614	NOTARY FEE	04/16/2014	18.00	.00		
	052914	ALCOHOL COMPLIANCE CHEC	05/29/2014	12.57	.00		
	060414	TOBACCO COMPLIANCE CHEC	06/04/2014	15.01	.00		
Total 127400:				45.58	.00		
<b>127401</b>							
	052814	PETTY CASH REIMBURSEMEN	05/28/2014	3.84	.00		
Total 127401:				3.84	.00		
<b>CLUFF, SHERI</b>							
<b>130067</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	900.00	.00		
Total 130067:				900.00	.00		
<b>CODY CHAMBER OF COMMERCE</b>							
<b>124707</b>							
	5008	ALCOHOL & TOBACCO COMPLI	06/11/2014	200.00	.00		
	5008	ALCOHOL & TOBACCO COMPLI	06/11/2014	110.00	.00		
Total 124707:				310.00	.00		
<b>CODY ENTERPRISE</b>							
<b>2590</b>							
	01101459	MARKETING - REC CENTER	06/30/2014	558.00	.00		
	063014	ADVERTISING	06/30/2014	5,813.40	.00		
Total 2590:				6,371.40	.00		
<b>CODY WINNELSON COMPANY</b>							
<b>2850</b>							
	134635-00	AUGER	04/28/2014	72.87	.00		
	134964-00	OLIVE GLENN PH 2	04/25/2014	23.58	.00		
	136352-00	GLAV FITTINGS	06/13/2014	76.56	.00		
Total 2850:				173.01	.00		
<b>COLE, PAULA</b>							
<b>130060</b>							
	11174011	REFUND UTILITY DEPOSIT	07/01/2014	115.11	.00		
Total 130060:				115.11	.00		
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>							
<b>3140</b>							
	053114	LEGAL SERVICES	05/31/2014	6,396.25	.00		
	063014	LEGAL SERVICES	06/30/2014	6,413.39	.00		
Total 3140:				12,809.64	.00		
<b>CROSSLAND, JALAN</b>							
<b>124246</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	999.00	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 124246:				999.00	.00		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1545272-00	OLIVE GLENN PH II	04/18/2014	280.77	.00		
	1547389-00	OLIVE GLENN PH II	04/25/2014	9.88	.00		
	1560052-00	OLIVE GLENN PH II	06/05/2014	12.59	.00		
	1561401-00	OLIVE GLENN PH II	06/10/2014	13.00	.00		
	1563847-00	CITY HALL LAMPS	06/17/2014	326.00	.00		
	1566175-00	TOOLS	06/24/2014	31.48	.00		
	1566175-00	SUPPLIES	06/24/2014	180.21	.00		
	1566175-00	STREET LIGHTS	06/24/2014	48.37	.00		
	1566253-00	TOOLS	06/24/2014	131.18	.00		
	1567483-00	TOOLS	06/30/2014	22.53	.00		
	1567603-00	TOOLS	06/30/2014	75.04	.00		
	1567720-00	TOOLS	06/30/2014	81.47	.00		
	1567801-00	SUPPLIES	06/30/2014	13.93	.00		
	1568190-00	SUPPLIES	06/30/2014	5.54	.00		
Total 3300:				1,231.99	.00		
<b>CSI FORENSIC SUPPLY</b>							
<b>127199</b>							
	53226A	GSR KITS FOR INVESTIGATION	06/18/2014	215.01	.00		
Total 127199:				215.01	.00		
<b>CURLESS, BARBARA</b>							
<b>128930</b>							
	063014	MILEAGE REIMBURSEMENT	06/30/2014	122.47	.00		
Total 128930:				122.47	.00		
<b>CUSTOM DELIVERY SERVICE</b>							
<b>3343</b>							
	51407	SHIPPING	06/30/2014	19.33	.00		
Total 3343:				19.33	.00		
<b>DASH MEDICAL GLOVES</b>							
<b>127577</b>							
	INV0862852	SUPPLIES	06/02/2014	224.70	.00		
Total 127577:				224.70	.00		
<b>DEPT OF FAMILY SERVICES</b>							
<b>125899</b>							
	0233-JUNE201	BACKGROUND CHECKS - REC	06/17/2014	100.00	.00		
Total 125899:				100.00	.00		
<b>DW ELECTRIC</b>							
<b>129940</b>							
	10381	N LIFT STATION	06/24/2014	63.00	.00		
	10382	REPAIR AERATOR - SEWER LA	06/24/2014	200.50	.00		
	10393	N LIFT STATION	06/30/2014	145.50	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129940:				409.00	.00		
<b>EAGLE OF CODY PRINTING</b>							
<b>123442</b>							
	63014	REORDER FOR PD	06/30/2014	139.00	.00		
Total 123442:				139.00	.00		
<b>EASTMAN, RINDA</b>							
<b>129952</b>							
	063014	PERSONAL TRAINING - REC CE	06/30/2014	64.95	.00		
Total 129952:				64.95	.00		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	4400246	PEST CONTROL - EL SHOP	07/07/2014	50.00	.00		
Total 128686:				50.00	.00		
<b>EDGE CONSTRUCTION SUPPLY INC</b>							
<b>129234</b>							
	791407	Sign Post 2X14	06/26/2014	311.00	.00		SP2X14
	791407	Sign Post 2 x 10	06/26/2014	222.14	.00		SP2X10
	791407	Sign Post 2 x 12	06/26/2014	533.14	.00		SP2X12
	791407	Sign Post 2 x 10	06/26/2014	223.37	.00		SP2X10
Total 129234:				1,289.65	.00		
<b>ELECTRICAL ALLY, INC.</b>							
<b>129214</b>							
	1617	W. CODY SIGN BALLIST REPAI	06/13/2014	392.00	.00		
	1618	REPAIR BALLFIELD SHOP LIGH	06/13/2014	258.75	.00		
Total 129214:				650.75	.00		
<b>ENERGY LABORATORIES, INC</b>							
<b>4120</b>							
	340651559	DBPR TESTING	06/24/2014	600.00	.00		
Total 4120:				600.00	.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	062414	UTILITIES	06/24/2014	20.89	.00		
	062414	UTILITIES	06/24/2014	75.66	.00		
	070114	UTILITIES	07/01/2014	20.89	.00		
	070114	UTILITES	07/01/2014	93.92	.00		
	070114	UTILITES	07/01/2014	28.59	.00		
Total 2630:				239.95	.00		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	070114	BAC T TESTS	07/01/2014	25.00	.00		
	3406035	MATERIALS TESTING	06/23/2014	245.00	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4140:				270.00	.00		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	1489555	MOWER SWITCH I10	06/24/2014	17.46	.00		
Total 4210:				17.46	.00		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY5437	SIGN BOLTS & NUTS	06/20/2014	37.43	.00		
	WYCDY54545	SUPPLIES	06/27/2014	40.52	.00		
Total 126018:				77.95	.00		
<b>FERGUSON WATERWORKS</b>							
<b>127653</b>							
	0592121-1	2" Curb Box Lid	06/11/2014	184.14	.00		1151-W
Total 127653:				184.14	.00		
<b>FOOD SERVICE OF AMERICA</b>							
<b>123727</b>							
	4695604	SUPPLIES	06/25/2014	634.21	.00		
Total 123727:				634.21	.00		
<b>GAMBILL, JOAN</b>							
<b>130063</b>							
	17153518	UTILITY DEPOSIT REFUND	07/07/2014	200.00	.00		
Total 130063:				200.00	.00		
<b>GEARBOX RACQUETBALL</b>							
<b>128922</b>							
	27498	RACQUETBALL EQUIPMENT	06/18/2014	162.90	.00		
Total 128922:				162.90	.00		
<b>GOOD 2 GO STORES</b>							
<b>129982</b>							
	NP41663398	FUEL SR CENTER	07/01/2014	1,393.18	.00		
	NP41663398	FUEL ADMIN	07/01/2014	240.53	.00		
	NP41663398	FUEL POLICE	07/01/2014	61.15	.00		
	NP41663398	FUEL POLICE	07/01/2014	3,009.00	.00		
	NP41663398	FUEL PARKS	07/01/2014	904.45	.00		
	NP41663398	FUEL PARKS	07/01/2014	2,037.86	.00		
	NP41663398	FUEL PUBLIC FACILITIES	07/01/2014	206.65	.00		
	NP41663398	FUEL REC CENTER	07/01/2014	291.74	.00		
	NP41663398	FUEL REC CENTER	07/01/2014	51.87	.00		
	NP41663398	FUEL CDD	07/01/2014	167.09	.00		
	NP41663398	FUEL STREETS	07/01/2014	2,475.18	.00		
	NP41663398	FUEL STREETS	07/01/2014	1,325.43	.00		
	NP41663398	FUEL SOLID WASTE	07/01/2014	7,479.10	.00		
	NP41663398	FUEL SOLID WASTE	07/01/2014	275.25	.00		
	NP41663398	FUEL WATER	07/01/2014	248.04	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	NP41663398	FUEL WATER	07/01/2014	815.35	.00		
	NP41663398	FUEL WASTEWATER	07/01/2014	621.09	.00		
	NP41663398	FUEL WASTEWATER	07/01/2014	737.50	.00		
	NP41663398	FUEL ELECTRIC	07/01/2014	1,653.57	.00		
	NP41663398	FUEL ELECTRIC	07/01/2014	1,273.28	.00		
Total 129982:				25,267.31	.00		
<b>GOV'T FINANCE OFFICERS' ASSOC</b>							
<b>123539</b>							
	.0133840	GFOA MEMBERSHIP FY 14-15	06/12/2014	170.00	.00		
	1	TRAINING	06/25/2014	85.00	.00		
Total 123539:				255.00	.00		
<b>GRANICUS, INC</b>							
<b>128565</b>							
	56001	GRANICUS LIVE STREAMING F	06/17/2014	7,425.60	.00		
Total 128565:				7,425.60	.00		
<b>GREAT WEST LINEN SUPPLY</b>							
<b>129966</b>							
	3524	TOWELS	06/25/2014	35.00	.00		
	3526	MATS - CITY HALL	06/25/2014	46.40	.00		
Total 129966:				81.40	.00		
<b>GUSTAFON, WYLIE</b>							
<b>130069</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	1,317.00	.00		
	070114	CONCERTS IN THE PARK	07/01/2014	183.00	.00		
Total 130069:				1,500.00	.00		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	124984	ASPHALT / OLIVE GLENN PH II	06/26/2014	602.57	.00		
	124984	ASPHALT / OLIVE GLENN PH II	06/26/2014	1,484.52	.00		
	124984	ASPHALT / OLIVE GLENN PH II	06/26/2014	885.43	.00		
	124984	ASPHALT / OLIVE GLENN PH II	06/26/2014	22,943.36	.00		
	125028	ASPHALT	06/24/2014	835.39	.00		
Total 4780:				26,751.27	.00		
<b>HASCO INDUSTRIAL SUPPLY</b>							
<b>4805</b>							
	1050692	UNIFORMS - VM DEPT	05/30/2014	152.90	.00		
Total 4805:				152.90	.00		
<b>HAVILAND, ERIN</b>							
<b>130064</b>							
	5001022	REFUND CREDIT BALANCE	07/03/2014	68.68	.00		
Total 130064:				68.68	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>HD SUPPLY POWER SOLUTIONS, LTD</b>							
<b>6730</b>	2518681-00	Switch, padmt SPD9-315PF-M20-	06/25/2014	15,038.95	.00		SWPM9
	2590643-00	Elbow, 1/0 strd 200 amp	06/23/2014	1,061.15	.00		ELB1/0200
Total 6730:				16,100.10	.00		
<b>HOUSEL LAW FIRM, LLC</b>							
<b>127605</b>	201-1	MUNICIPAL COURT JUDGE	06/30/2014	165.00	.00		
Total 127605:				165.00	.00		
<b>ICOP</b>							
<b>129056</b>	0006924-IN	SUPPLIES	06/25/2014	828.23	.00		
Total 129056:				828.23	.00		
<b>INLAND TRUCK PARTS</b>							
<b>5220</b>	1-97347	WHEEL STUDS SANITIATION	06/11/2014	123.42	.00		
Total 5220:				123.42	.00		
<b>INTERSTATE POWER SYSTEMS</b>							
<b>123575</b>	C007031657:0	ALLISON TRANSMISSION SOFT	06/30/2014	673.33	.00		
Total 123575:				673.33	.00		
<b>JACK'S TRUCK &amp; EQUIPMENT</b>							
<b>125521</b>	25518G	MAST PIN C06	06/12/2014	34.20	.00		
	CM25373G	CREDIT FOR RETURN	06/12/2014	5.15-	.00		
Total 125521:				29.05	.00		
<b>JENSEN PLUMBING</b>							
<b>129455</b>	6547	NEW POOL VALVE	06/24/2014	381.20	.00		
Total 129455:				381.20	.00		
<b>JENSEN, DAWNE</b>							
<b>130062</b>	341493	REC CENTER REFUND	06/30/2014	90.00	.00		
Total 130062:				90.00	.00		
<b>JONES, AMY</b>							
<b>129954</b>	063014	PERSONAL TRAINING - REC CE	06/30/2014	149.64	.00		
Total 129954:				149.64	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>KEEGAN &amp; WINSLOW LAW FIRM</b>							
<b>126040</b>							
	062714	PROFESSIONAL FEES MC-1405	06/27/2014	75.60	.00		
	062714	PROFESSIONAL FEES MC-1403	06/27/2014	81.90	.00		
Total 126040:				157.50	.00		
<b>KENCO SECURITY &amp; TECHNOLOGY</b>							
<b>9029</b>							
	1135841	SECURITY MONITORING - SHO	07/01/2014	100.50	.00		
Total 9029:				100.50	.00		
<b>KITCHEN, SCOTT</b>							
<b>129803</b>							
	70214	REIMBURSE FOR MILEAGE	06/30/2014	37.41	.00		
Total 129803:				37.41	.00		
<b>KOIS BROTHERS EQUIPMENT</b>							
<b>5830</b>							
	100437	SEWER JET REPAIRS	04/24/2014	842.11	.00		
Total 5830:				842.11	.00		
<b>LEROUX INC</b>							
<b>6130</b>							
	621-3	REFUND OVERPAYMENT ON P	06/26/2014	176.61	.00		
	7453	EQUIPMENT RENTAL - RIVER A	05/12/2014	800.00	.00		
Total 6130:				976.61	.00		
<b>MERCHANT JT&amp;S</b>							
<b>123069</b>							
	1384	EDUCATION EXPENSE - BERRY	06/02/2014	1,300.00	.00		
	1464	TRAINING - RON MILLER	07/01/2014	550.00	.00		
Total 123069:				1,850.00	.00		
<b>MICRO-COMM. INC.</b>							
<b>6635</b>							
	0036995-IN	SCADA REPORT - N LIFT STATI	06/26/2014	6,879.41	.00		
Total 6635:				6,879.41	.00		
<b>MILLER, JUSTIN</b>							
<b>130056</b>							
	338888	REC CENTER REFUND	06/25/2014	25.00	.00		
Total 130056:				25.00	.00		
<b>MOTOR PARTS INC</b>							
<b>6820</b>							
	595296	pump for soybean oil - Streets	06/02/2014	39.99	.00		
	595382	repair parts - VM	06/03/2014	178.90	.00		
	595418	glass cleaner - Streets	06/03/2014	29.88	.00		
	595803	tools - electric	06/06/2014	23.79	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	596080	supplies - VM	06/09/2014	48.36	.00		
	596669	plug - streets	06/13/2014	3.56	.00		
	597108	adapter - WW	06/17/2014	3.54	.00		
	597716	supplies - VM	06/23/2014	15.68	.00		
	597779	repair parts - VM	06/23/2014	7.88	.00		
	597843	tip cleaner - streets	06/24/2014	4.47	.00		
Total 6820:				356.05	.00		
<b>MOUNTAIN WEST SCREEN PRINTERS</b>							
<b>6930</b>							
	E 1556	UNIFORMS	06/30/2014	8.10	.00		
	E 1578	UNIFORMS - ROB	06/23/2014	162.65	.00		
Total 6930:				170.75	.00		
<b>NICKLES, MONTGOMERY W</b>							
<b>129131</b>							
	062814	CONCERT SOUND TECHNICIAN	06/28/2014	50.00	.00		
Total 129131:				50.00	.00		
<b>NORCO, INC.</b>							
<b>128948</b>							
	13833211	CO2	06/27/2014	157.12	.00		
	13864229	SUPPLIES	06/30/2014	10.85	.00		
	13864330	CO2	06/30/2014	97.65	.00		
Total 128948:				265.62	.00		
<b>NORMONT EQUIPMENT COMPANY</b>							
<b>7315</b>							
	2405071	FLAGS, SIGNS, SAFETY EQUIP	05/10/2014	180.00	.00		
	2406175	CREDIT	06/20/2014	90.00-	.00		
	2406175	SUPPLIES	06/20/2014	80.00	.00		
	2406175	TOOLS	06/20/2014	33.00	.00		
	2406175	MAINTENANCE & REPAIRS	06/20/2014	1,070.00	.00		
Total 7315:				1,273.00	.00		
<b>NORTHERN GARDENS</b>							
<b>7340</b>							
	074722	SOD	06/07/2014	51.00	.00		
	074799	SOD - 10TH & RUMSEY	06/16/2014	158.40	.00		
	076396	SOD 10TH & RUMSEY	06/16/2014	168.40	.00		
	STMT 6/25/14	CREDIT FOR DUPLICATE PAYM	06/25/2014	147.00-	.00		
Total 7340:				230.80	.00		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	1313959	6" MJ, CI tee	06/30/2014	129.01	.00		1308-W
	1313959	6" MJ x MJ gate valve	06/30/2014	637.15	.00		1341-W
Total 7400:				766.16	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ONE-CALL OF WYOMING</b>							
<b>127665</b>							
	35529	ONE CALL FEES JUNE 2014	07/02/2014	47.25	.00		
	35529	ONE CALL FEES JUNE 2014	07/02/2014	47.25	.00		
	35529	ONE CALL FEES JUNE 2014	07/02/2014	47.25	.00		
Total 127665:				141.75	.00		
<b>O'REILLY AUTOMOTIVE, INC.</b>							
<b>128494</b>							
	3726-234262	BELT J13	06/11/2014	13.72	.00		
Total 128494:				13.72	.00		
<b>PARK COUNTY ANIMAL SHELTER</b>							
<b>5120</b>							
	070114	ANIMAL SERVICE CONTRACT	07/01/2014	3,750.00	.00		
Total 5120:				3,750.00	.00		
<b>PARK COUNTY LANDFILL</b>							
<b>129053</b>							
	063014	LANDFILL CHARGES	06/30/2014	86,186.00	.00		
	063014	LANDFILL CHARGES	06/30/2014	51.00	.00		
	082391	4TH OF JULY GARBAGE	07/07/2014	45.00	.00		
Total 129053:				86,282.00	.00		
<b>PARK COUNTY READY MIX</b>							
<b>7730</b>							
	111568	SAND SLURRY	06/30/2014	212.50	.00		
	111568	SAND SLURRY	06/30/2014	1,275.00	.00		
Total 7730:				1,487.50	.00		
<b>PARK COUNTY SHERIFF</b>							
<b>7740</b>							
	063014	INCARCERATION - JUNE 2014	06/30/2014	300.00	.00		
Total 7740:				300.00	.00		
<b>PENDLEY, GREG</b>							
<b>7856</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	600.00	.00		
Total 7856:				600.00	.00		
<b>POWELL TRIBUNE</b>							
<b>8090</b>							
	78	ADVERTISING	06/30/2014	118.00	.00		
Total 8090:				118.00	.00		
<b>PRO-BUILD</b>							
<b>128149</b>							
	992253	SUPPLIES	06/24/2014	22.31	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128149:				22.31	.00		
<b>PROFFITS LAWN CARE</b>							
<b>128647</b>							
	1201	CONTRACTED MOWING GREY	06/12/2014	490.00	.00		
Total 128647:				490.00	.00		
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>							
<b>128033</b>							
	06302014	UNUM OPTIONAL POLICIES PR	07/07/2014	199.82	199.82	07/08/2014	
Total 128033:				199.82	199.82		
<b>QUALITY ASPHALT PAVING, INC</b>							
<b>125010</b>							
	1366	ASPHALT PATCHING / OLVIE G	06/12/2014	16,160.00	.00		
	1366	ASPHALT PATCHING / OLVIE G	06/12/2014	1,600.50	.00		
	1366	ASPHALT PATCHING / OLVIE G	06/12/2014	891.00	.00		
Total 125010:				18,651.50	.00		
<b>R &amp; A SAFETY</b>							
<b>127690</b>							
	2224	RANDOM & PRE-EMPLOYMENT	07/01/2014	80.00	.00		
	2224	RANDOM & PRE-EMPLOYMENT	07/01/2014	30.00	.00		
	2224	RANDOM & PRE-EMPLOYMENT	07/01/2014	100.00	.00		
	2224	RANDOM & PRE-EMPLOYMENT	07/01/2014	40.00	.00		
Total 127690:				250.00	.00		
<b>REED, KYLE</b>							
<b>126665</b>							
	338513	REC CENTER REFUND	06/23/2014	105.00	.00		
Total 126665:				105.00	.00		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	062414	UTILITIES	06/24/2014	200.04	.00		
	062414	UTILITIES	06/24/2014	257.68	.00		
Total 7570:				457.72	.00		
<b>RON'S EXXON</b>							
<b>8760</b>							
	0171693	PROPANE	06/13/2014	20.15	.00		
Total 8760:				20.15	.00		
<b>RUSSELL, RICHARD</b>							
<b>130068</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	900.00	.00		
Total 130068:				900.00	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>SANDERS, JAMES</b>							
<b>130057</b>							
	1074-2	REFUND ON PERMIT 1074-2	06/26/2014	25.00	.00		
Total 130057:				25.00	.00		
<b>SCHRADER METAL &amp; DESIGN</b>							
<b>8980</b>							
	181-82	REFUND ON PERMIT #181-82	06/26/2014	15.00	.00		
Total 8980:				15.00	.00		
<b>SCOTT, TOSHA</b>							
<b>130059</b>							
	13122415	REFUND UTILITY DEPOSIT	06/30/2014	45.15	.00		
Total 130059:				45.15	.00		
<b>SECHRIST, DAVID J</b>							
<b>129937</b>							
	063014	PERSONAL TRAINING REC CE	06/30/2014	39.90	.00		
Total 129937:				39.90	.00		
<b>SHOSHONE MUNICIPAL PIPELINE</b>							
<b>9130</b>							
	070114	SMP WATER PURCHASES - JU	07/01/2014	129,759.66	.00		
Total 9130:				129,759.66	.00		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	0103251	SUPPLIES	06/26/2014	39.20	.00		
	0103257	TONER	06/26/2014	195.04	.00		
	103286	SUPPLIES	07/08/2014	62.11	.00		
Total 9140:				296.35	.00		
<b>SITZ III, ALEX H.</b>							
<b>129379</b>							
	15008	PROFESSIONAL FEES	06/23/2014	245.00	.00		
	15046	PROFESSIONAL FEES	07/01/2014	237.04	.00		
Total 129379:				482.04	.00		
<b>SMITH, DALLAS</b>							
<b>129578</b>							
	14541026	REFUND UTILITY DEPOSIT	06/25/2014	105.97	.00		
Total 129578:				105.97	.00		
<b>STEWART'S MERCANTILE</b>							
<b>127774</b>							
	2730-325	MEETING EXPENSE	06/18/2014	41.32	.00		
Total 127774:				41.32	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>STINSON, BLAKE</b>							
<b>129037</b>							
	063014	REIMBURSE FOR UNIFORMS	06/30/2014	216.28	.00		
Total 129037:				216.28	.00		
<b>THE UPS STORE</b>							
<b>6240</b>							
	063014	CREDIT FOR OVERPAYMENT	06/30/2014	7.12-	.00		
Total 6240:				7.12-	.00		
<b>TITAN MACHINERY</b>							
<b>128262</b>							
	3971359	3971359 GP	06/12/2014	104.93	.00		
Total 128262:				104.93	.00		
<b>TORREY, STEVE</b>							
<b>130070</b>							
	17145215	CREDIT BALANCE REFUND	07/07/2014	141.94	.00		
Total 130070:				141.94	.00		
<b>TRACTOR &amp; EQUIPMENT CO</b>							
<b>9930</b>							
	BLCS0572177	CD ROM CABLE	06/19/2014	9.00	.00		
Total 9930:				9.00	.00		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-31836	8" PVC, SDR35 sewer pipe	06/23/2014	83.30	.00		1038-WW
	I-31853	SUPPLIES	06/24/2014	231.42	.00		
	I-31910	8" PL X PL ADAPTER	06/26/2014	46.62	.00		1013-WW
	I-31910	6" PL X PL ADAPTER	06/26/2014	30.30	.00		1004-WW
	I-31996	DISTRIBUTOR GASKETS	07/01/2014	1.41	.00		
	I-32002	SUPPLIES	07/01/2014	90.72	.00		
Total 9980:				483.77	.00		
<b>U S BANK PURCHASE CARD</b>							
<b>129981</b>							
	070714	Camp supplies	07/07/2014	211.27	.00		
	070714	camp supplies	07/07/2014	523.84	.00		
	070714	Camp safety supplies	07/07/2014	190.92	.00		
	070714	4-way plumbing key	07/07/2014	6.49	.00		
	070714	Materials and Suplies. Grinding W	07/07/2014	11.98	.00		
	070714	supplies	07/07/2014	52.58	.00		
	070714	Camp	07/07/2014	12.94	.00		
	070714	Runners Stampede	07/07/2014	2,513.08	.00		
	070714	Concerts	07/07/2014	238.00	.00		
	070714	Infield dirt head replacement at so	07/07/2014	788.40	.00		
	070714	Concerts	07/07/2014	403.60	.00		
	070714	American Red Cross Class fees	07/07/2014	140.00	.00		
	070714	Programs	07/07/2014	91.60	.00		
	070714	Camp	07/07/2014	170.93	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	070714	Triathlon supplies	07/07/2014	228.22	.00		
	070714	camp	07/07/2014	50.00	.00		
	070714	Materials and supplies, electrical c	07/07/2014	5.78	.00		
	070714	Concerts in the Park	07/07/2014	60.00	.00		
	070714	Runners Stampede and Patriot R	07/07/2014	159.96	.00		
	070714	Concert supplies	07/07/2014	149.67	.00		
	070714	Toll Rd. Travel and training expen	07/07/2014	1.50	.00		
	070714	Camp supplies	07/07/2014	29.92	.00		
	070714	July Runners Stampede	07/07/2014	129.07	.00		
	070714	mini golf cup	07/07/2014	25.07	.00		
	070714	glue supplies	07/07/2014	16.99	.00		
	070714	Park attendant supplies	07/07/2014	1,256.18	.00		
	070714	athletic field striping paint	07/07/2014	249.80	.00		
	070714	Runners Stampede	07/07/2014	103.20	.00		
	070714	Runners stampede city halls mac	07/07/2014	11.41	.00		
	070714	mutt mitt supplies	07/07/2014	636.06	.00		
	070714	stihl multi-tool attachments	07/07/2014	369.98	.00		
	070714	Computer card printer material	07/07/2014	277.00	.00		
	070714	Bibs for runners stampede	07/07/2014	169.95	.00		
	070714	City park tennis court lights	07/07/2014	38.02	.00		
	070714	Rec Trac software	07/07/2014	840.00	.00		
	070714	shop and restroom cleaning suppli	07/07/2014	52.92	.00		
	070714	Fun Week	07/07/2014	4.76	.00		
	070714	Materials and supplies. Filters.	07/07/2014	71.84	.00		
	070714	Fun Week-programs	07/07/2014	55.86	.00		
	070714	Conference room tv	07/07/2014	229.99	.00		
	070714	sand for top dressing Glendale an	07/07/2014	30.00	.00		
	070714	Supplies	07/07/2014	39.15	.00		
	070714	Supplies	07/07/2014	13.16	.00		
	070714	Uniforms	07/07/2014	901.57	.00		
	070714	Hershey Track	07/07/2014	216.96	.00		
	070714	supplies	07/07/2014	13.96	.00		
	070714	t-shirt	07/07/2014	9.89	.00		
	070714	Concert postcards	07/07/2014	496.00	.00		
	070714	shop supplies	07/07/2014	13.99	.00		
	070714	uniforms	07/07/2014	22.89	.00		
	070714	uniforms	07/07/2014	36.37	.00		
	070714	Uniforms	07/07/2014	14.99	.00		
	070714	Irrigation repairs-Meadow Brooke	07/07/2014	2.98	.00		
	070714	Irrigation repairs- Glendale	07/07/2014	9.93	.00		
	070714	irrigation repairs-Glendale	07/07/2014	14.06	.00		
	070714	irrigation replacement heads	07/07/2014	171.45	.00		
	070714	drinking fountain repairs	07/07/2014	4.12	.00		
	070714	Irrigation repairs softball field	07/07/2014	2.68	.00		
	070714	Turtle Tales	07/07/2014	40.46	.00		
	070714	Send speakers for repairs	07/07/2014	213.24	.00		
	070714	Cleaning chemicals	07/07/2014	371.04	.00		
	070714	Inventory	07/07/2014	1,514.34	.00		
	070714	Anniversary party	07/07/2014	255.25	.00		
	070714	Repair speakers	07/07/2014	210.00	.00		
	070714	Programs	07/07/2014	28.22	.00		
	070714	Purchase Trash pump	07/07/2014	119.60	.00		
	070714	American Red Cross Class Fees	07/07/2014	175.00	.00		
	070714	American Red Cross Class Fees	07/07/2014	648.00	.00		
	070714	Rec programs Patroit run	07/07/2014	73.49	.00		
	070714	monthly zumba fees	07/07/2014	30.00	.00		
	070714	Cable for bus	07/07/2014	3.07	.00		



Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>UNUM LIFE INSURANCE - LIFE</b>							
<b>127935</b>							
	06302014	PREMIUM	07/07/2014	1,790.85	1,790.85	07/08/2014	
Total 127935:				1,790.85	1,790.85		
<b>V-1 PROPANE</b>							
<b>10180</b>							
	858791	PROPANE	06/06/2014	32.67	.00		
	858813	PROPANE	06/10/2014	25.83	.00		
	858841	PROPANE	06/17/2014	28.87	.00		
	858883	PROPANE	06/20/2014	22.41	.00		
	858887	PROPANE	06/20/2014	35.71	.00		
	858911	PROPANE	06/24/2014	20.89	.00		
	858949	PROPANE	06/27/2014	18.24	.00		
	858976	PROPANE	07/01/2014	26.59	.00		
Total 10180:				211.21	.00		
<b>VERIZON</b>							
<b>124442</b>							
	9727276910	lpad	06/20/2014	30.02	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	30.02	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		
	9727276910	lpad	06/20/2014	30.02	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		
	9727276910	lpad	06/20/2014	42.46	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		
	9727276910	Cell Service	06/20/2014	50.91	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		
	9727276910	Cell Service	06/20/2014	35.13	.00		
	9727276910	lpad	06/20/2014	42.46	.00		
	9727276910	lpad	06/20/2014	42.46	.00		
	9727276910	Cell Service	06/20/2014	31.29	.00		
	9727276910	lpad	06/20/2014	42.46	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	40.01	.00		
	9727276910	lpad	06/20/2014	42.46	.00		
	9727276910	Cell Service	06/20/2014	50.91	.00		
	9727276910	USB data for Court	06/20/2014	40.01	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		
	9727276910	Cell Service	06/20/2014	25.07	.00		



Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	JUNE14-2700	SUPPLIES	06/30/2014	167.29	.00		
	JUNE14-2700	SUPPLIES	06/30/2014	60.93	.00		
	JUNE14-2700	BOMB UNIT EXPENSE	06/30/2014	54.00	.00		
	JUNE14-2700	SUPPLIES	06/30/2014	197.89	.00		
	JUNE14-5349	TRAINING - RON	06/30/2014	107.88	.00		
	JUNE14-5349	EQUIPMENT REPAIR	06/30/2014	90.31	.00		
	JUNE14-5976	MEETING EXPENSE	06/30/2014	49.04	.00		
	JUNE14-7438	TRAVEL EXPENSE - PD	06/30/2014	591.57	.00		
	JUNE14-7933	PRINTERS	06/30/2014	1,302.79	.00		
	JUNE14-7933	PRINTERS	06/30/2014	16.56	.00		
	JUNE14-7933	TRAVEL EXPENSE - ADMIN	06/30/2014	20.57	.00		
	JUNE14-7933	TRAVEL EXPENSE - ADMIN	06/30/2014	94.00	.00		
	JUNE14-7933	TRAVEL EXPENSE - ADMIN	06/30/2014	94.00	.00		
	JUNE14-8377	TRAVEL EXPENSE - ADMIN	06/30/2014	8.48	.00		
	JUNE14-8401	PRINTER MAINTENANCE KIT	06/30/2014	99.99	.00		
	JUNE14-8401	POSTAGE	06/30/2014	36.40	.00		
	JUNE14-8401	POSTAGE	06/30/2014	7.19	.00		
	JUNE14-8401	POSTAGE	06/30/2014	49.00	.00		
	JUNE14-8427	TRAINING PD	06/30/2014	200.00	.00		
	JUNE14-8427	TRAVEL EXPENSE PD	06/30/2014	189.12	.00		
	JUNE14-8492	SUPPLIES	06/30/2014	23.75	.00		
	JUNE14-8492	SUPPLIES	06/30/2014	105.56	.00		
	JUNE14-8492	SUPPLIES	06/30/2014	310.54	.00		
	JUNE14-8492	TRAVEL EXPENSE - CDD	06/30/2014	32.31	.00		
	JUNE14-8492	PROJECTOR - PD	06/30/2014	1,249.35	.00		
	Total 10280:			5,473.02	.00		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	003502	PARADE SUPPLIES	07/03/2014	35.19	.00		
	030772	DRINKS - PARADE	06/30/2014	86.70	.00		
	09927	OFFICE SUPPLIES / 4TH OF JU	06/25/2014	112.07	.00		
	Total 10330:			233.96	.00		
<b>WALLACE, CHRIS</b>							
<b>129463</b>							
	061614	REIMBURSE FOR SAFETY GLA	06/16/2014	141.22	.00		
	1	REIMBURSE FOR TACTICAL SLI	06/17/2014	48.98	.00		
	Total 129463:			190.20	.00		
<b>WATCO POOLS</b>							
<b>10370</b>							
	18131	POOL CHEMICALS	06/23/2014	1,719.94	.00		
	Total 10370:			1,719.94	.00		
<b>WAYNE'S BOOT SHOP</b>							
<b>10430</b>							
	12544	SAFETY BOOTS - ROB KRAM	06/25/2014	120.00	.00		
	Total 10430:			120.00	.00		
<b>WELLS, STEVE</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
124705							
	338508	REC CENTER INVOICE	06/23/2014	150.00	.00		
Total 124705:				150.00	.00		
<b>WESTERN PATHOLOGY CONSULTING, INC</b>							
<b>10570</b>							
	CP 1803	RANDOM TESTING - PD	06/30/2014	85.50	.00		
	CP 1803	RANDOM TESTING - EL	06/30/2014	36.00	.00		
	CP 1803	RANDOM TESTING - STREETS	06/30/2014	31.50	.00		
	CP 1803	RANDOM TESTING - SHOP	06/30/2014	9.00	.00		
	CP 1803	RANDOM TESTING - SANITATI	06/30/2014	40.50	.00		
	CP 1803	RANDOM TESTING - WATER	06/30/2014	22.50	.00		
	CP 1803	RANDOM TESTING -W WATER	06/30/2014	13.50	.00		
	CP 1803	RANDOM TESTING - REC	06/30/2014	4.50	.00		
Total 10570:				243.00	.00		
<b>WILBUR-ELLIS COMPANY</b>							
<b>129670</b>							
	7031547 SL	BASEBALL / SOFTBALL FIELD D	06/30/2014	580.00	.00		
Total 129670:				580.00	.00		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>							
	91407	MOWER PARTS	06/05/2014	69.29	.00		
	91813	EXCAVATOR RENTAL	06/23/2014	331.38	.00		
	91962	DOZER RENTAL BLACKBURN	06/25/2014	1,235.64	.00		
Total 10660:				1,636.31	.00		
<b>WYOMING ASSN OF MUNICIPALITIES</b>							
<b>10770</b>							
	13723	WAM DUES	07/01/2014	12,122.00	.00		
Total 10770:				12,122.00	.00		
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>							
<b>10670</b>							
	06302014	CONTRIBUTIONS	07/07/2014	8,286.60	8,286.60	07/08/2014	
	06302014	VOLUNTEERS PD	07/07/2014	14.05	14.05	07/08/2014	
	06302014	VOLUNTEERS REC	07/07/2014	9.36	9.36	07/08/2014	
Total 10670:				8,310.01	8,310.01		
<b>WYOMING DEPT OF TRANSPORTATION</b>							
<b>10805</b>							
	0000068437	BIG HORN AVE PROJECT	06/30/2014	63.91	.00		
	0000068641	TRAFFIC CONTROL SIGNAL	06/30/2014	333.32	.00		
Total 10805:				397.23	.00		
<b>WYOMING HOME &amp; RANCH</b>							
<b>129698</b>							
	51678	TOOLS	06/25/2014	22.99	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129698:				22.99	.00		
<b>WYOMING MUNICIPAL POWER AGENCY</b>							
<b>10920</b>							
	063014	POWER PURCHASE - JUNE 2014	06/30/2014	690,670.94	.00		
Total 10920:				690,670.94	.00		
<b>YELLOWSTONE REGIONAL AIRPORT</b>							
<b>11150</b>							
	070114	JULY FUNDING	07/01/2014	15,693.33	.00		
Total 11150:				15,693.33	.00		
Grand Totals:				1,159,535.35	15,786.40		

Payroll 252,341.93

Total 1,411,877.28

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 06/26/2014,07/08/2014

MEETING DATE:	JULY 15, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE 

**AGENDA ITEM SUMMARY REPORT**  
**Taxi Stand Signage**

**ACTION:**

Discuss and if agreed, direct staff to install a taxi stand parking space fronting the Silver Dollar Bar on Sheridan Ave. Also review and take action on the recommendation of criteria for future requests.

**BACKGROUND:**

During the Cody City Council Special Meeting of June 12, 2014, the Council heard a request from Kevin Sumpter, Cody's Town Taxi, to establish a "taxi" only parking space fronting the Silver Dollar Bar on Sheridan Ave. After discussion, the Governing Body stated they would take the request under advisement and possibly look at some additional options. One of the options considered was to ask for direction from the Traffic Committee.

On June 27, 2014 at 1:30 pm the Traffic Committee met at City Hall to discuss the taxi request. Kevin Sumpter presented his request to the Committee and it was the consensus of the Traffic Committee that the Committee recommend to Council that a single parking stall be designated for Taxi use only during the hours of 10 pm to 4 am. The Traffic Committee also suggested the Council consider the following criteria for future proposals:

1. All requests shall be in writing for the Council's consideration.
2. Requests will only be considered for streets designated as Arterials or Collectors.
3. Limit "Taxi Only" designation to the hours of 10 pm to 4 am.
4. Limit requests to no more than one (1) parking stall per request/business.
5. Applicant must show need and provide written consensus of need from the business adjacent to where the parking stall is proposed to be located.
6. Hatch parking stall with Yellow Paint and place "Restricted Parking" within the hatched area. Post one sign per parking stall installed.
7. All stalls established, parking restriction sign and yellow paint hatching to be funded by the City.

**FISCAL IMPACT**

It has been estimated that the signage and hatching would cost about \$200.00 per stall.

**ALTERNATIVES**

Affirm, amend, or table the recommendation.

**RECOMMENDATION**

Staff recommends the Council direct staff to install a taxi stand parking space fronting the Silver Dollar Bar on Sheridan Ave. and also approve the criteria as recommended by the Traffic Committee.

**ATTACHMENTS**

Emailed request/exchange.

**AGENDA & SUMMARY REPORT TO:**

N/A

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

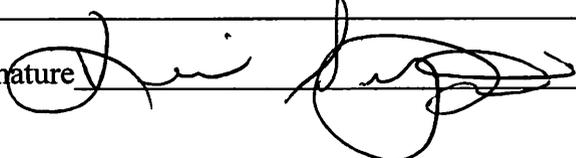
# City of Cody Agenda Request Form

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

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

\*\*\*\*\*

Name of person to appear before the Council KEVIN SUMPTER  
Organization Represented CODY'S TOWN TAXI  
Date you wish to appear before the Council JUNE 3, 2014  
Mailing Address P.O. Box 884 Cody WY 82414 Telephone 307-2506941  
E-Mail Address KEVINSUMPTER1961@GMAIL.COM  
Preferred form of contact: Telephone 307-2506941/E-Mail \_\_\_\_\_  
Names of all individuals who will speak on this topic KEVIN SUMPTER,  
SUZETTE SUMPTER  
Event Title (if applicable) \_\_\_\_\_  
Date(s) of Event (if applicable) \_\_\_\_\_  
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) "TAXI" ONLY PARKING IN FRONT  
OF SILVER DOLLAR BAR. "TAXI" ONLY PARKING  
FROM 10PM - 2AM 7 DAYS A WEEK  
APPLIES TO ALL TAXI COMPANYS  
Which City employee(s) have you spoken to about this issue? \_\_\_\_\_

Signature  Date MAY 14 - 2014

MEETING DATE: JULY 15,2014  
DEPARTMENT: ADMINISTRATION  
PREPARED BY: CINDY BAKER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: CINDY BAKER

## **AGENDA ITEM SUMMARY REPORT**

### **IRON HORSE RODEO STREET DANCE**

#### **ACTION:**

Approve a request from Tim Buckstead and Thad Fitzgerald for the closure of 12<sup>th</sup> Street, between Sheridan Avenue and the alley south of Beck (leaving the alley usable), from 3:00 p.m. to Midnight along with a request from the Irma Hotel for an open container permit in conjunction with the Iron Horse Rodeo Street Dance on the 2nd of August.

#### **SUMMARY:**

This year Tim Buckstead is bringing the Iron Horse Rodeo to the Cody Stampede Grounds on Saturday, August 2<sup>nd</sup>, with this event beginning around noon and ending approximately at 4:30 p.m. Following the rodeo, the event is proposing to move to 12<sup>th</sup> Street in front of the Irma for a street dance. The street closure is requested for 3:00 p.m. for set up with the band playing from 5:00 p.m. to 10:00 p.m. The street to be open no later than Midnight. The Gun Fighters will not perform that evening, but will be assisting in this event with security and compliance of patrons remaining in the area designated for alcohol if the open container permit is approved. As in the past, the Irma will be utilizing the established checklist for this type of an event.

#### **FISCAL IMPACT**

There will be minimal impact to the City for the event. The promoter is taking full responsibility of setting up and taking down the barricades and signage that are currently utilized by the Gun Fighter's nightly show.

#### **ALTERNATIVES**

1. Authorize the request for street closure and open container permit, authorizing the Chief of Police or designee the authority to close the event if the situation(s) arise that warrant such action.
2. Deny the request for street closure.

#### **RECOMMENDATION**

Staff recommends that if the Council approves the street closure and open container permit it includes the authorization of the Chief of Police or designee the authority to close the event if warranted, and both the promoter and the Irma provide the City of Cody a copy of liability insurance for the event.

#### **ATTACHMENT**

Agenda Request and Summary Form

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

Tim Buckstead  
Thad Fitzgerald

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

Irma Hotel

# City of Cody Agenda Request Form

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\*\*\*\*\*

Name of person to appear before the Council TIM BUCKSTEAD  
THAD FITZGERALD, JOHN DARBY

Organization Represented BONE DADDY'S

Date you wish to appear before the Council July 15, 2014

Mailing Address c/o IRMA HOTEL  
1192 SHERIDAN AVE Cody WY Telephone BUCKSTEAD 406-425-3069  
THAD - 307-272-7458  
JOHN 307-587-4221

E-Mail Address jackie@irmahotel.com

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

Names of all individuals who will speak on this topic TIM BUCKSTEAD, THAD FITZGERALD,  
JOHN DARBY

Event Title (if applicable) IRON HORSE RODEO CODY

Date(s) of Event (if applicable) August 2, 2014

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) CLOSURE OF 12<sup>th</sup> STREET AND OPEN CONTAINER PERMIT, AUGUST 2, 2014, 3pm to MIDNIGHT. PLEASE SEE ATTACHED SHEET AND MAP.

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

Signature Tim Buckstead Date June 24, 2014

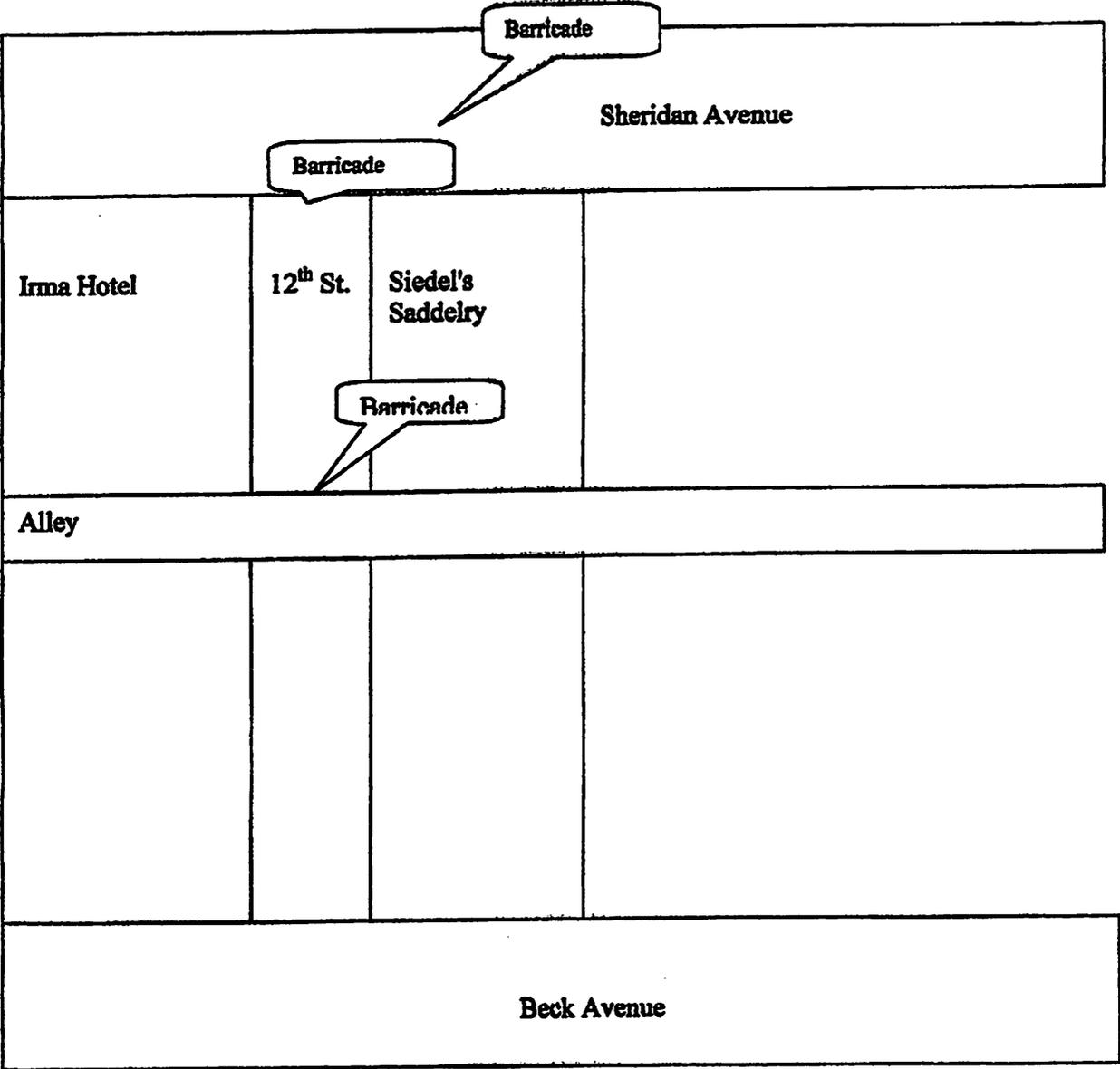
The Iron Horse Rodeo Cody is an event similar to the Iron Horse Rodeo which is part of the Beartooth Rally, promoted by Bone Daddy's in Red Lodge for the last twenty years.

This year, Bone Daddy's is bringing the rodeo to the Cody Stampede Grounds with the assistance of the Stampede Board and many local Cody volunteers. The rodeo portion of the event will begin at noon and will end at approximately 4:30pm on August 2<sup>nd</sup>. Following the rodeo, the event is proposed to move to 12<sup>th</sup> Street in front of The Irma for a street dance.

The purpose of this Agenda Request is to ask the Council to approve a street closure and open container permit for 12<sup>th</sup> Street, between Sheridan Avenue and the alley, south of Beck from 3pm to Midnight. The Gun Fight will not occur that evening. It is intended that set up for the dance will begin at 3pm, and the band will start playing at 5pm. The band will play until 10pm, followed by clean up. Bone Daddy's will make arrangements with The Irma for security.

The Irma Hotel will separately request a catering permit to set up a bar on their porch.

Insurance Certificates will be provided to the City.



MEETING DATE: JULY 15, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Selection of an Investment Firm**

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

Select either Kaiser and Company or Wells Fargo to manage and invest the City's reserve funds for the purpose of earning additional interest income and authorize the Mayor to sign the investment agreements and other required documents to open an investment account pending review and approval from the City Attorney.

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

Beginning July 1, 2014 interest earnings on the City's checking accounts held at Wells Fargo was significantly reduced due to changes in the interest rate market. The City had previously earned 1.125% interest on all deposited funds. Beginning July 1<sup>st</sup>, the City's interest earnings were reduced to .5% for funds maintained in a money market account with the City being required to maintain a minimum balance in the checking accounts to avoid banking fees. The loss in interest income based on the new banking terms is projected to be approximately \$150,000.

Because of the significant reduction in interest income Jenni Rosencranse and I discussed various investment options that would increase the City's earnings potential. Based on the City's average minimum balance requirement and the Earnings Credit from Wells Fargo the City could safely invest \$6.3 million. The funds available for investment are the restricted reserves in the General Fund and Enterprise Funds. The City has historically not needed to access these funds and staff believes that investing these funds would provide additional income to the City.

Using an informal process we reviewed investment proposals from Kaiser and Company in Cheyenne and the Cody branch of Wells Fargo.

Kaiser and Company proposed a ladder approach with investments in government instruments such as bonds and asset backed securities and with varying maturity dates between 1 month and 10 years. This would allow the City to take advantage of both short-term options to provide cash flow and longer term investments to provide higher earnings while still providing an annual interest income. Based on the sample investments in the proposal the City's estimated annual interest income would be approximately \$120,000. This amount could fluctuate based on the value of the instruments at the time investments are made, realized and unrealized gains and losses during the year and the value of the investments at maturity or when called. Kaiser and Company would provide managed account services for a fee of .25% (25 basis points) of the investment value. Under the managed account approach, Kaiser and Company would monitor available investment instruments, make recommendations to the City on initial investments, monitor the investments on an ongoing basis and make recommendations for reinvestments as instruments mature. Based on the proposed

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

sample investments this would amount to approximately \$15,000 in annual investment fees, resulting in a projected net income of approximately \$105,000. The City could chose to reinvest interest income or receive interest payments. The City would receive monthly statements unless there is no activity in a certain month, but quarterly statements would always be received and information available online. Kaiser and Company handle a variety of investments for other local governments and joint powers boards across Wyoming.

Wells Fargo's proposal is based on preservation of principal, a high degree of liquidity and planned disbursements. The investments would include a mixture of US Treasury and Government Agency securities, taxable instruments such as corporate notes and bonds and commercial paper, and tax advantaged instruments such as tax exempt notes and bonds and tax exempt commercial paper. The maximum maturity on any investment would be 8 years with a maximum average effective duration of 2.5 years. Based on the sample investments in the proposal the City's estimated annual interest would be approximately \$130,000. This amount could fluctuate based on the value of the instruments at the time investments are made, unrealized gains and losses during the year and the value of the investments at maturity or when called. Wells Fargo also proposed a managed investment structure for a fee of .32% (32 basis points). This fee is discounted by 13% based on the City's current banking relationship. Based on the proposed sample investments this would amount to approximately \$20,160 in annual fees, resulting in a projected net income of approximately \$110,390. If the City were to change banks in the future but leave the investments with Wells Fargo, the increased fees are estimated to be \$20,680. Wells Fargo has an investment manager on staff at the local Cody branch.

**FISCAL IMPACT**

The City could potentially earn a net \$105,000 to \$110,000 annually in interest revenue.

**ALTERNATIVES**

1. Select Kaiser and Company as the City's investment firm and authorize the Mayor to sign the investment agreement pending approval by the City Attorney.
2. Select Wells Fargo as the City's investment firm and authorize the Mayor to sign the investment agreement pending approval by the City Attorney.
3. Do not select an investment firm and direct staff to proceed with opening the money market account as offered by Wells Fargo in the banking services proposal.

**ATTACHMENTS**

None

**AGENDA & SUMMARY REPORT TO:**

1. Todd Bishop 307-634-1547
2. Chad Hopkin 307-527-2621

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

MEETING DATE:	JULY 15, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **Preliminary Plat Amendment to Holm View No. 5 Subdivision**

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

Approve an amendment to the Holm View No. 5 Preliminary Plat relating to the utility layout.

#### **SUMMARY**

Holm View Addition, LC, as property owner, is requesting a modification to their preliminary plat approval for the Holm View No. 5 subdivision. The requested change is to the utility plan and involves serving the entire subdivision with new electrical and sewer main extensions rather than relying on the electrical and sewer main lines that were installed through the property as part of the Sunset Elementary School project.

The proposed electrical service would be extended from a transformer to the northeast, within a former phase of the subdivision, rather than from a line along the south boundary of the property. A new sewer main would replace a portion of the sewer main that was installed as part of the school project, but would be deeper in order to provide basement level sewer service. Tying into the sewer or electrical lines installed with the school project would trigger a reimbursement fee of \$31,470 to the Wyoming School Facilities Commission (see enclosed "Recapture Agreement"), which the developer is trying to avoid. An updated preliminary plat drawing has been submitted showing the new utility layout. Based on the new layout, it does not appear that the reimbursement fee is applicable. If it were applicable, under the agreement the money would have been paid to the city and transferred in full to the Wyoming School Facilities Commission.

#### **RECOMMENDATION:**

The Planning and Zoning Board recommended approval of the preliminary plat amendment to allow the revised utility plan at their July 8, 2014 meeting.

#### **Recommended Motion:**

Approve the preliminary plat amendment to the Holm View No. 5 subdivision, as requested.

#### **ATTACHMENTS:**

Recapture Agreement  
Revised Preliminary Plat drawing

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

Roy Holm

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

**RECAPTURE AGREEMENT BETWEEN  
THE CITY OF CODY,  
PARK COUNTY SCHOOL DISTRICT NO. SIX,  
and THE WYOMING SCHOOL FACILITIES COMMISSION**

1. **Parties.** This Recapture Agreement ("Agreement") is made and entered into by and among the City of Cody ("City"), whose address is 1338 Rumsey Avenue, Cody, WY 82414; Park County School District No. Six ("District"), whose address is 919 Cody Avenue, Cody, WY 82414; and the Wyoming School Facilities Commission ("Commission"), an agency of the State of Wyoming, whose address is 1920 Thomes Avenue, Suite 200, Cheyenne, WY 82002.
  
2. **Purpose.** The District is developing, or has developed, certain property described in the attachments to this agreement for school site(s). Certain offsite infrastructure improvements, also described in the attachments to this agreement, are required for the development of such school site(s). As funding for these offsite infrastructure improvements is being provided by the Commission, Wyoming law requires that the Commission be repaid for certain portions of that funding by future users of the infrastructure  

2007 WYO. SESS. LAWS, Section 027, Fn. 7 and 2008 WYO. SESS. LAWS. Section 027, Fn. 1 require that when state funds are expended for infrastructure to connect school building sites to existing infrastructure, a legal and contractual requirement must exist to repay costs expended for any excess infrastructure capacity from future users of that excess capacity. This Agreement is intended to comply with that requirement.
  
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated.
  
4. **Role of the Wyoming School Facilities Commission ("Commission").** The Commission provides funding to the District for the development of school sites and the construction of schools. All actions of the District regarding such efforts are subject to the approval of the Commission. The Commission bears no responsibility for the actual development or construction of school sites, but is a party to this agreement because the repayment obligations contemplated herein accrue directly to the benefit of the Commission, as the supplier of funding to the District.
  
5. **Responsibilities of Parties.**
  - A. **District's Responsibilities.** The District, through funds obtained from the Commission, has provided for the development and construction of off-site

improvements as detailed in the "New Sunset School – Cody Off-Site Utilities Extensions" prepared by Engineering Associates, and attached hereto as "Exhibit #1." The infrastructure capacity necessary to connect existing infrastructure to the property upon which school buildings and facilities are situated, as determined by the Commission, is detailed in the June 23, 2009 letter from James Coleman, Coleman Engineering, to Nancy Thomson, Wyoming School Facilities Commission, Re: Park County School District No. 6, Sunset Elementary School, Utility Cost Share Analysis, attached hereto as "Exhibit #2." The District will ultimately be responsible for only its proportionate share of the off-site improvements as described. All other future users of any infrastructure capacity exceeding the needs of the District shall repay costs expended by the District for that excess infrastructure capacity at times specified by law and contract as the excess capacity becomes utilized and in accordance with Exhibit #2.

**B. City's Responsibilities.**

1. As a condition of the Commission initially funding these offsite infrastructure improvement costs, the City hereby agrees that as a condition precedent of any future development of the described properties anticipated to be future users of excess infrastructure capacity, the City will collect the proportionate share of off-site improvements from the owners of the properties once development has commenced on those properties. The City shall collect the amounts described in this agreement from the owners of the properties at the earlier to occur of the following: a) any conveyance, transfer, or sale of any interest in or portion of the described properties, or b) approval of any subdivision or subdivision plat and (i) the sale of the first lot, or (ii) the conveyance, transfer or sale of any interest in the described properties. The City shall remit these funds directly to the Commission within ten (10) business days of collection.
2. This Agreement may, and it is contemplated will, be filed in the real estate records of Park County, Wyoming as notice to all interested parties that the recapture obligations set forth herein are a condition precedent to any conveyance or development of the benefitted properties as described above.
3. The amounts due and to be collected from each of the owners of the properties as set forth in this agreement shall remain due and owing the Commission until paid and beginning on the date of the signature last affixed to this Agreement, and shall bear interest at the rate of four percent (4.0%) per annum until paid. The obligation of the City to administer this agreement shall terminate ten (10) years after the date of its execution, at

**AGREEMENT BETWEEN THE CITY OF CODY,  
PARK COUNTY SCHOOL DISTRICT NO. SIX,  
AND THE WYOMING SCHOOL FACILITIES COMMISSION**

which time all unpaid obligations of the property owners pursuant to this agreement shall be due and owing in full. The obligations imposed on the respective property owners shall terminate only upon full payment as of the amounts described and the District and/or the Commission shall have the right at any time to enforce the terms of this agreement in the event the City does not properly enforce it or the administrative obligations of the City have terminated. This agreement shall not be construed to obligate the City of Cody to pay any of the amounts described in this agreement.

6. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by facsimile, by United States Mail or by United States Express Mail or other established express delivery service (such as Federal Express) or by certified mail, postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

If to City:                      City of Cody  
  ATTN: Steve Payne  
  1338 Rumsey Avenue  
  Cody, WY 82414

Copy to:                         Scott Kolpitcke, City Attorney  
  224 North Clark Street  
  Powell, WY 82435

If to District:                 Park County School District No. 6  
  ATTN: Bryan Monteith, Superintendent  
  919 Cody Avenue  
  Cody, WY 82414

Copy to:                         Tracy Copenhaver, Attorney  
  224 North Clark Street  
  Powell, WY 82435

If to Commission:         Ken Daraie, Director  
  Wyoming School Facilities Commission  
  1920 Thomes, Ste. 200  
  Cheyenne, WY 82001

Copy to:                         Michael R. O'Donnell  
  State's Counsel  
  Herschler Building, 1<sup>st</sup> Floor East

7. **General Provisions.**

- A. **Amendments.** Any party may request changes in this Agreement. 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. **Applicable Law.** 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 any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This Agreement, consisting of five (5) pages and attachments "1" and "2" represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This Agreement shall not be binding upon any party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement.
- E. **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 any party may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The State of Wyoming, the City, and the District do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- G. **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 to assist the parties in determining and performing their obligations under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

8. **Signatures.** The parties to this Agreement 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 as set forth herein.

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

CITY OF CODY:

Nancy Lee Brown  
[Name and Title]

12/29/09  
Date

PARK COUNTY SCHOOL DISTRICT NO. 6:

Debbie Overfield  
[Name and Title]

1/19/10  
Date

SCHOOL FACILITIES COMMISSION APPROVAL:

Nancy Thomson, Deputy Director  
[Name and Title]

11/13/09  
Date

COPY

## NEW SUNSET SCHOOL - CODY OFF-SITE UTILITIES EXTENSIONS

### I. OFF-SITE SEWER CONSTRUCTION

The City of Cody sanitary sewer system is located approximately 500 feet north and east of the proposed new school site at the intersection of Owens Avenue and 33<sup>rd</sup> Street. The east end of a planned 8-inch sewer collection line from the new school can be connected at this intersection. The City has indicated that the new school needs to connect its sewer at this location to avoid adding additional sewer discharge to the East Sheridan line that is nearing capacity. It is anticipated that the cost for the off-site portion of this line extension across undeveloped land will be approximately \$60 per foot or \$30,000 construction cost.

### II. OFF-SITE ELECTRIC CONSTRUCTION

The City of Cody electrical system is located approximately 500 feet north and east of the proposed new school site at the intersection of Owens Avenue and 33<sup>rd</sup> Street. A second portion of the City system is 400 feet directly east of the site. Lines need to be extended from both of these sites to the new school to provide adequate 3 phase power.

### III. OFF-SITE UTILITIES DESIGN FEES

Design fees for this off-site sewer extension will include field site survey and drafting, service capacity evaluation with City, design to determine size and appurtenances required, preparation of plan/profile sheets, DEQ report and submittal, construction observation for DEQ certification, record drawings and request for City takeover and maintenance of facilities, and development of capital recapture agreement. The City has indicated that they are willing to process a recapture agreement for the School District.

### IV. OFF-SITE UTILITIES COST SUMMARY

UTILITY	DESIGN FEES	CONSTRUCTION EST.
Sanitary Sewer	\$ 5,000	\$ 35,000
Electric	\$ 1,000	\$ 55,000
		<b>TOTAL: \$96,000</b>

Revised: 09/17/08; RAO

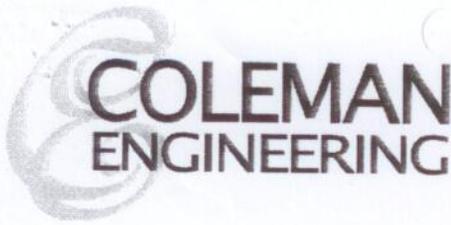


Exhibit #2

Coleman Engineering, Inc.  
1677 E Miles Ave., Suite 200  
Hayden Lake, ID 83835  
(208) 762-4704  
(208) 762-4620 (f)

June 23, 2009

Nancy Thompson  
Wyoming School Facilities Commission  
1920 Thomes Avenue  
Suite 200  
Cheyenne, WY 82002

Dear Nancy:

*RE: Park County School District No. 6, Sunset Elementary School,  
Utility Cost Share Analysis*

**Sewer**

During design of the Sunset Elementary School the City of Cody required the sewer line be extended from Owens Avenue to the school site. The construction of the sewer line provides a completed sewer line for the adjoining property which will likely get developed. A policy of the WYSFC requires cost share (late comers) agreements for the installation of the utilities benefiting future development.

The sewer line as installed has a total cost of \$41,000 not including design fees. This analysis uses the 'benefit derived' method to determine the cost sharing. This method is commonly used for Local Improvement Districts and other late comer agreements. Sewer lines are generally assessed based on equivalent user as the 'benefit.' Sunset Elementary is designed for approximately 400 students. Schools generally have a daily wastewater flow of 15 gallons/day/student if a cafeteria is present. Sunset has a cafeteria but it is service only which will reduce flows to 12 gpd/student or 4,800 gallons per day. An Equivalent Residential User (ERU) is approximately 200 gallons per day. The Sunset School is therefore 24 Equivalent Residential Users.

The sewer line installed for Sunset Elementary School traverses approximately 400 feet of property before connection to the existing sewer line in Owens Avenue. It is my opinion that there will be 8 residential lots served by the sewer line if developed similar to the adjoining property. Eight lots are 8 ERUs. Based on the benefits derived the total benefit for the sewer line is 32 ERUs with 75% (\$30,750) assessed to Sunset Elementary School and 25% (\$10,250) to the adjoining property.



Coleman Engineering, Inc.  
1677 E Miles Ave., Suite 200  
Hayden Lake, ID 83835  
(208) 762-4704  
(208) 762-4620 (f)

#### Power

The power system was extended across the same development property to the south of the sewer line extension. The total cost was \$56,000. I have used the same benefits derived analysis for the electrical power. However, the school extended 3 phase power for the loads in the school. Three Phase power adds approximately 20% to the cost of single phase power installation by adding one conductor and conduit. The total cost to share is 80% of \$56,000 or \$44,800. The power needs at the school required a 2,000 amp service or about 10 equivalent residences at 200 amps. I estimate the new power line will serve 9 residents when developed. Based on benefit derived Sunset Elementary benefit is \$34,780 and the adjoining property benefit is \$21,220.

Based on the above analysis I would recommend that the cost share agreement with the adjoining property be prepared at \$10,250 for sewer line use and \$21,200 for electrical power use.

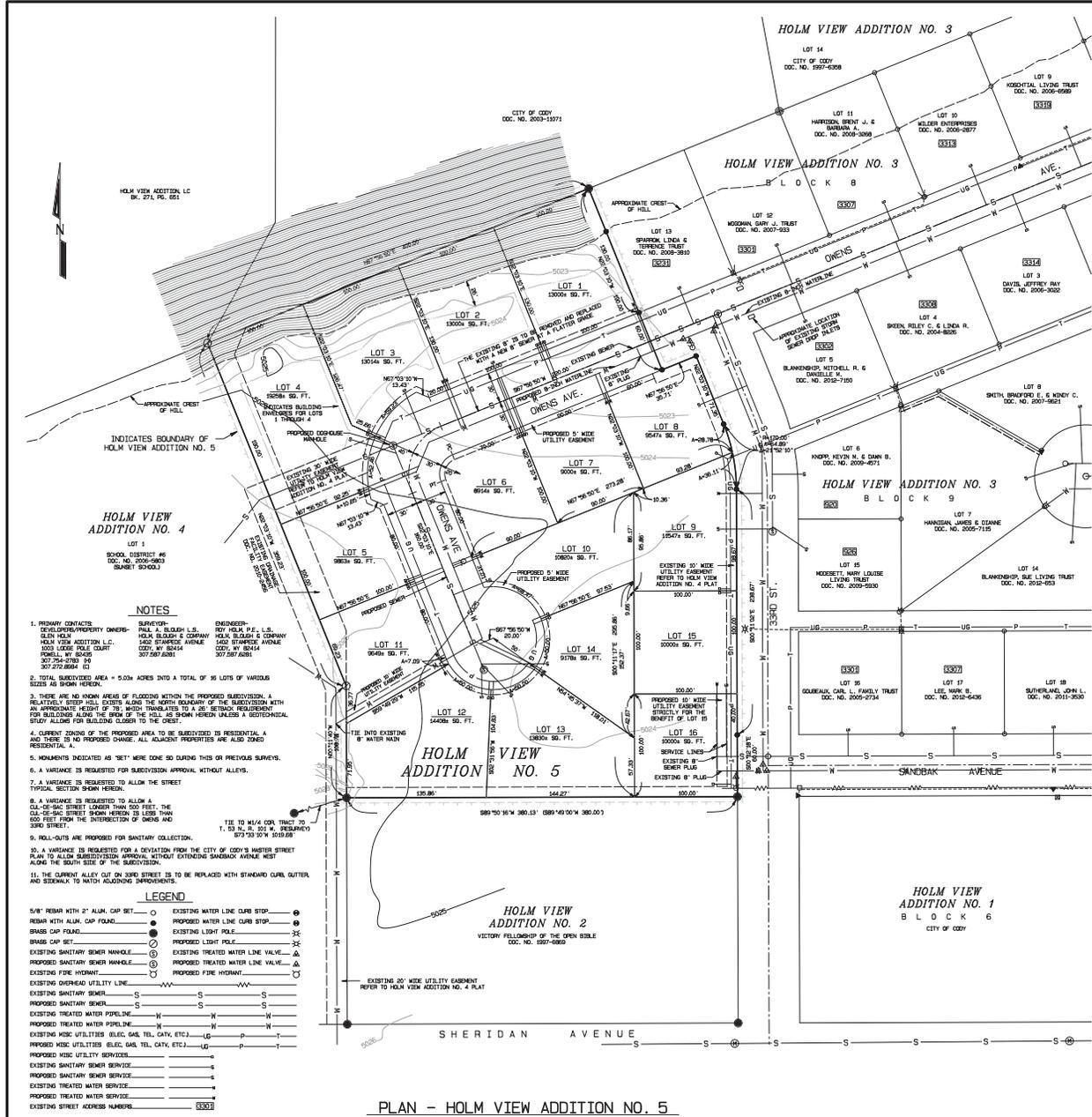
Please review the above information and let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "R. James Coleman". The signature is fluid and cursive, with a large initial "R" and "C".

R. James Coleman, P.E., AVS

cc: Sarah Lathrop  
Taner Norton



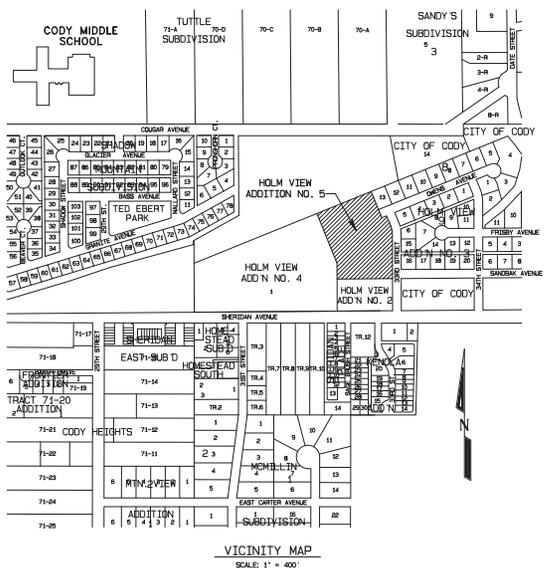
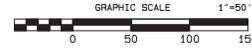
PLAN - HOLM VIEW ADDITION NO. 5

**NOTES**

1. PRIMARY CONTRACT DEVELOPER/PROPERTY OWNER: HOLM VIEW ADDITION L.C. 2023 LODGE FOLEY COURT POWELL, WY 82434 307.272.8594
2. TOTAL SUBDIVISION AREA = 9.536 ACRES INTO A TOTAL OF 16 LOTS OF VARIOUS SIZES AS SHOWN HEREIN.
3. THERE ARE NO KNOWN AREAS OF FLOODING WITHIN THE PROPOSED SUBDIVISION. A RELATIVELY STEEP HILL SLOPES ALONG THE NORTH BOUNDARY OF THE SUBDIVISION WITH AN APPROXIMATE ELEVATION OF 75 WHICH TRANSLATES TO A 2% SLOPE REQUIREMENT FOR BUILDINGS ALONG THE BOUNDARY OF THE HILLS AS SHOWN HEREIN UNDER A GEOTECHNICAL STUDY ALLOWING FOR BUILDING CLOSER TO THE CREST.
4. CURRENT ZONING OF THE PROPOSED AREA TO BE SUBDIVIDED IS RESIDENTIAL A AND THERE IS NO PROPOSED CHANGE. ALL ADJACENT PROPERTIES ARE ALSO ZONED RESIDENTIAL A.
5. MONUMENTS INDICATED AS "SET" WERE DONE SO DURING THIS OR PREVIOUS SURVEYS.
6. A VARIANCE IS REQUESTED FOR SUBDIVISION APPROVAL WITHOUT ALLEYS.
7. A VARIANCE IS REQUESTED TO ALLOW THE STREET TYPICAL SECTION SHOWN HEREIN.
8. A VARIANCE IS REQUESTED TO ALLOW A 10'-0" WIDE SIDEWALK TO BE PLACED ON THE EAST SIDE OF SHERIDAN AVENUE. THE 10'-0" WIDE SIDEWALK IS TO BE PLACED ON THE EAST SIDE OF SHERIDAN AVENUE AND TO BE 10'-0" WIDE AT THE INTERSECTION OF OWENS AND SHERIDAN AVENUE.
9. ROLL-OUTS ARE PROPOSED FOR SANITARY COLLECTION.
10. A VARIANCE IS REQUESTED FOR A DEVIATION FROM THE CITY OF CODY'S MASTER STREET PLAN TO ALLOW SUBDIVISION APPROVAL WITHOUT EXTENDING SANDBAK AVENUE WEST ALONG THE SOUTH SIDE OF THE SUBDIVISION.
11. THE CURRENT ALLEY LOT 10 2000 IS TO BE REPLACED WITH STANDARD CURB, GUTTER AND SIDEWALK TO MATCH ADJACENT IMPROVEMENTS.

**LEGEND**

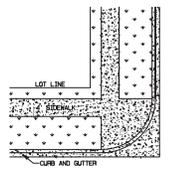
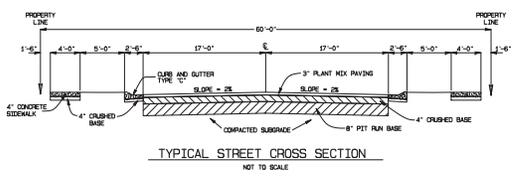
- 5/8" REBAR WITH 2" ALLIN. CAP SET
- REBAR WITH ALLIN. CAP FOUND.
- BRASS CAP FOUND.
- BRASS CAP SET.
- EXISTING SANITARY BOWER MANHOLE
- PROPOSED SANITARY BOWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING OVERHEAD UTILITY LINE
- EXISTING SANITARY BOWER
- PROPOSED SANITARY BOWER
- EXISTING TREATED WATER PIPELINE
- PROPOSED TREATED WATER PIPELINE
- EXISTING WIDE UTILITIES (ELEC. GAS, TEL, CATV, ETC.)
- PROPOSED WIDE UTILITIES (ELEC. GAS, TEL, CATV, ETC.)
- EXISTING TREATED WATER SERVICE
- PROPOSED TREATED WATER SERVICE
- EXISTING TREATED WATER SERVICE
- EXISTING STREET ADDRESS NUMBERS



**EXISTING UTILITIES INFORMATION**

NOTES  
1. ALL UTILITIES SHOWN IN PLAN VIEW ARE FROM SURFACE LOCATES ONLY.

UTILITY/SERVICE	PROVIDER	SIZE/TYPE	APPROX. DEPTH	CONTACT INFORMATION
TREATED WATER MAIN EXTENSION	CITY OF CODY	8" PVC	6' ± 1'	KEITH VILES, SUPERINTENDENT 122 1/2 WEST STREET CODY, WY 82434 307.587.2959
TREATED WATER SERVICE	CITY OF CODY	MULTIPLE 3/4" COPPER	6' ± 1'	KEITH VILES, SUPERINTENDENT 122 1/2 WEST STREET CODY, WY 82434 307.587.2959
SANITARY BOWER	CITY OF CODY	8" PVC	6' ± 1'	KEITH VILES, SUPERINTENDENT 122 1/2 WEST STREET CODY, WY 82434 307.587.2959
SANITARY BOWER SERVICE	CITY OF CODY	4" PVC	6' ± 1'	KEITH VILES, SUPERINTENDENT 122 1/2 WEST STREET CODY, WY 82434 307.587.2959
ELECTRICAL MAIN	CITY OF CODY	SINGLE PHASE	BURIED 3' ± 1'	MARK FROST 1208 RUSSELL AVENUE CODY, WY 82434 307.587.7511
ELECTRICAL SERVICE	CITY OF CODY	SINGLE PHASE	3' ± 1'	LYNN THOMAS 2200 MOUNTAIN VIEW DRIVE CODY, WY 82434 307.587.4281
NATURAL GAS MAIN	ENERGY WEST		2' ± 1'	DAN HOSKINS 2400 AMERICAN AVE. CODY, WY 82434 307.273.7035
NATURAL GAS SERVICE	ENERGY WEST		2' ± 1'	DAN HOSKINS 2400 AMERICAN AVE. CODY, WY 82434 307.273.7035
CABLE TV	OPTICUM COMMUNICATION	COPPER CABLE	3' ± 1'	TERRY FERRELLA 624 1/2 WEST STREET CODY, WY 82434 307.587.1059
TELEPHONE	CENTURY LINK	COPPER WIRE	3' ± 1'	TCT CODY 2015 SOUTH PARK CODY, WY 82434 307.587.3800
?? FIBER OPTIC	TCT	FIBER OPTIC	3' ± 1'	TCT CODY 2015 SOUTH PARK CODY, WY 82434 307.587.3800



HOLM VIEW ADDITION, L.C.  
CODY, WYOMING  
AMENDED PRELIMINARY PLAT SHOWING  
**HOLM VIEW ADDITION NO. 5**  
BEING LOT 2 OF  
HOLM VIEW ADDITION NO. 4  
CITY OF CODY, WYOMING

**HB** HOLM, BLOUGH AND COMPANY  
Consulting Engineers & Land Surveyors  
1402 Sandbak Avenue  
Cody, Wyoming 82414

MEETING DATE:	JULY 15, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**The Final Plat of the Holm View Addition No. 5 Subdivision**

**ACTION TO BE TAKEN**

Approve the final plat of Holm View No. 5 Addition, a 16-lot subdivision.

**SUMMARY**

Holm View Addition, LC, as property owner, has submitted the construction plans and final plat for the subdivision known as "Holm View No. 5 Addition". The documents have been reviewed by planning, public works, and electrical staff and the Planning and Zoning Board. They reflect the original preliminary plat with the exception of the utility layout change presented and the proposed irrigation situation.

The subdivision ordinance, in section 11-3-3(B)(1), specifies that when the property has irrigation water rights either an irrigation system is to be developed as part of the subdivision to utilize those water rights, or the water rights are to be transferred to the City. The preliminary plat application indicated that the irrigation water rights would be transferred to the City. The developer now requests that the bulk of the water rights be retained by the property owner and moved within their property to a location at the bottom of the hillside to the north (see application cover letter). The request would need to be considered under the subdivision variance process.

After hearing the applicant's request, the Planning and Zoning Board accepted the staff recommendation to recommend approval of the final plat for the Holm View Addition No. 5 and an additional subdivision variance related to storm water inlet spacing subject to the following:

1. Compliance with City of Cody Code 11-3-3(B)(1)(a) and (b), including a legal agreement/contract between the property owner and surveyor to complete the water right transfer process with the State Engineer's office to transfer all surface water rights within the subdivision property (No. 5) to the City of Cody.
2. Provide the outside utility company approval signatures on the construction plan set, or supplemental approval letters with their signatures.
3. Modify Note 2 to restrict all lots except 8, 9, 15 and 16 to single family development, as specified in preliminary plat condition #8.
4. Payment of applicable utility fees is to occur prior to the mayor signing the final plat.

This recommendation did not reflect approval of the requested variance related to the irrigation water rights. The Planning and Zoning Board determined that the applicant's request did not meet the required findings for granting a subdivision variance, which are as follows:

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

*B. Variances: If during the approval process of a proposed subdivision it can be shown that strict compliance with the requirements of this title will result in extraordinary hardship to the subdivider due to unusual topography or other similar land conditions, or where the subdivider can show that variances will make a greater contribution to the intent and purpose of this title, the commission and council may, upon written request and proper justification, grant a variance to this title so that substantial justice may be done and the public interest secured; provided, that any such variance will not have the effect of nullifying the intent and purpose of this title.*

The staff report to the Planning and Zoning Board noted the following regarding the water right variance: "While the applicant may be able to provide additional information, there does not appear to be any extraordinary hardship due to topography or similar land conditions that would preclude transferring the water rights to the city. Furthermore, there is no information demonstrating how the intent and purpose of the condition in question would be maintained. Effectively, there does not seem to be anything "special" about the situation that would warrant a variance from the code. If the developer does not like the section of code relating to irrigation water rights, then the appropriate alternative would be to attempt to amend the code. Yet at this time, the code is in place and any variance is subject to the above criteria. The evidence justifying the variance request appears inadequate at this time."

Lastly, the final plat notes a variance related to storm water inlet spacing. This reflects the original plan—just the variance note was not on the preliminary plat. The 400-foot spacing standard is not directly from the subdivision ordinance, but in the storm water policy manual. The engineer has provided engineering calculations demonstrating that the existing storm water catch basins and piping are adequate to accommodate the design storm without flooding the travel lanes of the street.

**RECOMMENDATION:**

Approve the final plat and construction plans for the Holm View No. 5 subdivision, subject to the conditions recommended by the Planning and Zoning Board, as follows:

1. Compliance with City of Cody Code 11-3-3(B)(1)(a) and (b), including a legal agreement/contract between the property owner and surveyor to complete the water right transfer process with the State Engineer's office to transfer all surface water rights within the subdivision property (No. 5) to the City of Cody.
2. Provide the outside utility company approval signatures on the construction plan set, or supplemental approval letters with their signatures.
3. Modify Note 2 to restrict all lots except 8, 9, 15 and 16 to single family development, as specified in preliminary plat condition #8.
4. Payment of applicable utility fees is to occur prior to the mayor signing the final plat.

**ATTACHMENTS:**

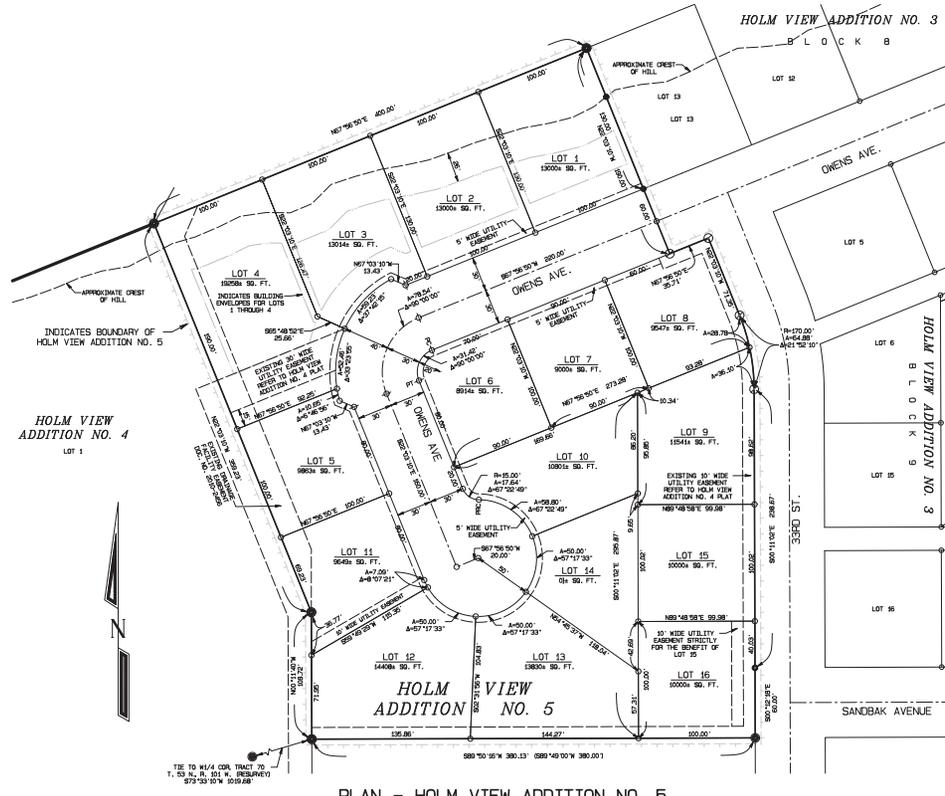
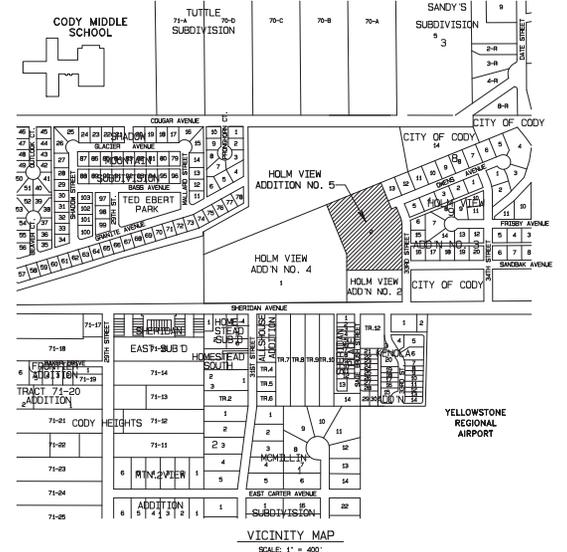
Final Plat and Construction Plans

**AGENDA & SUMMARY REPORT TO:**

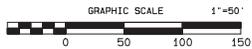
Roy Holm

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

T.53 N.R.101 W.  
(RESURVEY)



PLAN - HOLM VIEW ADDITION NO. 5



- LEGEND**
- REBAR WITH ALUM. CAP FOUND. ●
  - 5/8" REBAR WITH 2" ALUM. CAP SET ○
  - BRASS CAP FOUND. ○
  - BRASS CAP SET ○
  - RECORD DIMENSIONS SHOWN THIS ( )
  - SUBDIVISION EXTERIOR (LINE HEIGHT) ———
  - STREET CENTERLINE ———

**VARIANCES GRANTED**

1. A VARIANCE WAS GRANTED FOR SUBDIVISION APPROVAL WITHOUT ALLEYS.
2. A VARIANCE WAS GRANTED TO ALLOW THE STREET CROSS-SECTION SHOWN ON THE CONSTRUCTION PLANS.
3. A VARIANCE WAS GRANTED TO ALLOW A CUL-DE-SAC STREET LONGER THAN 500 FEET. THE CUL-DE-SAC STREET SHOWN HEREON IS LESS THAN 600 FEET FROM THE INTERSECTION OF OWENS AND SPOK STREET.
4. A VARIANCE WAS GRANTED FOR A DEVIATION FROM THE CITY OF CODY'S MASTER STREET PLAN TO ALLOW SUBDIVISION APPROVAL WITHOUT EXTENDING SANDBACK AVENUE WEST ALONG THE SOUTH SIDE OF THE SUBDIVISION.
5. THE DISTANCE FROM THE CUL-DE-SAC TO THE FIRST SURFACE WATER DRAINAGE DROP INLET CATCH BASIN IS OVER 400 FEET. A VARIANCE WAS GRANTED TO ALLOW THIS SITUATION.

**APPROVALS**

**CITY PLANNING AND ZONING BOARD**  
 APPROVED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.  
 CHAIRMAN - JUSTIN LINDVALL

**CITY COUNCIL APPROVAL**  
 APPROVED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014 BY THE CITY COUNCIL OF CODY, WYOMING.  
 MAYOR - NANCY TIA BROWN

ATTEST: \_\_\_\_\_  
 CINDY BAKER  
 ADMINISTRATIVE SERVICES OFFICER

**RECORDER'S ACCEPTANCE**

THIS PLAT WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014 A.D., AND IS FULLY RECORDED UNDER DOCUMENT NUMBER \_\_\_\_\_ IN PLAT CABINET \_\_\_\_\_ AT PAGE \_\_\_\_\_  
 JERRI TORCORN  
 PARK COUNTY CLERK  
 BY: \_\_\_\_\_  
 DEPUTY

**NOTES**

1. THE HILLSIDE SETBACKS ON LOTS 1-4 ARE SHOWN PURSUANT TO SECTION R602.1.7 OF THE INTERNATIONAL RESIDENTIAL CODE. THE BUILDING OFFICIAL MAY AUTHORIZE A LESSER SETBACK BASED ON PROFESSIONAL GEOTECHNICAL INFORMATION.
2. LOTS 10, 11, 12, 13, AND 14 SHALL BE FOR SINGLE FAMILY DWELLINGS ONLY.

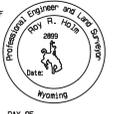
**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
 COUNTY OF PARK }  
 WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PROPERTIES:  
 ALL OF LOT 2 OF THE HOLM VIEW ADDITION NO. 4 WITHIN THE CITY OF CODY, WYOMING;  
 THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE HOLM VIEW ADDITION NO. 5 LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; AND THAT WE HEREBY DEDICATE AND SET APART THE STREET RIGHT-OF-WAYS AND UTILITY EASEMENTS SHOWN HEREON TO THE CITY OF CODY FOR THE PUBLIC USE. WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS OF HOMESTEAD.  
 IN WITNESS WHEREOF WE HAVE HERETOSET OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
 HOLM VIEW ADDITION, L.C.,  
 CODY, WYOMING  
 BY: GLEN A. HOLM, MANAGER  
 BY: PAUL B. SANDBAK JR., MANAGER  
 BY: GLORIA FRISBY HEDESMAN, MANAGER

STATE OF WYOMING }  
 COUNTY OF PARK }  
 THE FOREGOING CERTIFICATE OF DEDICATION WAS ACKNOWLEDGED BEFORE ME BY GLEN A. HOLM, PAUL B. SANDBAK AND GLORIA FRISBY HEDESMAN, MANAGERS OF HOLM VIEW ADDITION, L.C. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014. WITNESS MY HAND AND OFFICIAL SEAL.  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
 COUNTY OF PARK }  
 I, ROY R. HOLM, A PROFESSIONAL ENGINEER AND LAND SURVEYOR REGISTERED IN THE STATE OF WYOMING BY REGISTRATION NUMBER 2899 HEREBY CERTIFY:  
 THAT ON JUNE 10, 2014, THE "HOLM VIEW ADDITION NO. 5", SHOWN HEREON WAS SURVEYED UNDER MY DIRECTION;  
 THAT THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF DEDICATION, AND THIS PLAT ACCURATELY SHOWS THE CORRECT LOCATION AND DIMENSIONS OF SAID SUBDIVISION;  
 THAT THE REQUIREMENTS OF W.S. 36-11-101 THROUGH 36-11-110 WERE COMPLIED WITH AND MONUMENTS AND LOT CORNERS SHOWN AND DESCRIBED HEREON WERE ACTUALLY SET;  
 THAT ALL ELEMENTS OF THE SURVEY CLOSE TO AN ACCURACY OF ONE PART IN FIVE THOUSAND OR BETTER AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. ANY SURPLUS OR DEFICIENCY IS DISTRIBUTED UNIFORMLY IN PROPORTION TO THE MEASUREMENTS SHOWN ON THIS PLAT.  
 IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.  
 ROY R. HOLM  
 2899  
 WYOMING REGISTRATION NO. P.E. & L.S. 2899  
 STATE OF WYOMING }  
 COUNTY OF PARK }  
 THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.  
 WITNESS MY HAND AND OFFICIAL SEAL.  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_



HOLM VIEW ADDITION, L.C.  
 CODY, WYOMING  
 FINAL PLAT SHOWING  
**HOLM VIEW ADDITION NO. 5**  
 BEING LOT 2 OF  
 HOLM VIEW ADDITION NO. 4  
 CITY OF CODY, WYOMING

**HB** HOLM, BLOUGH AND COMPANY  
 Consulting Engineers & Land Surveyors  
 1402 Sandbak Ave.  
 Cody, Wyoming 82414

# CONSTRUCTION PLANS FOR HOLM VIEW ADDITION NO. 5

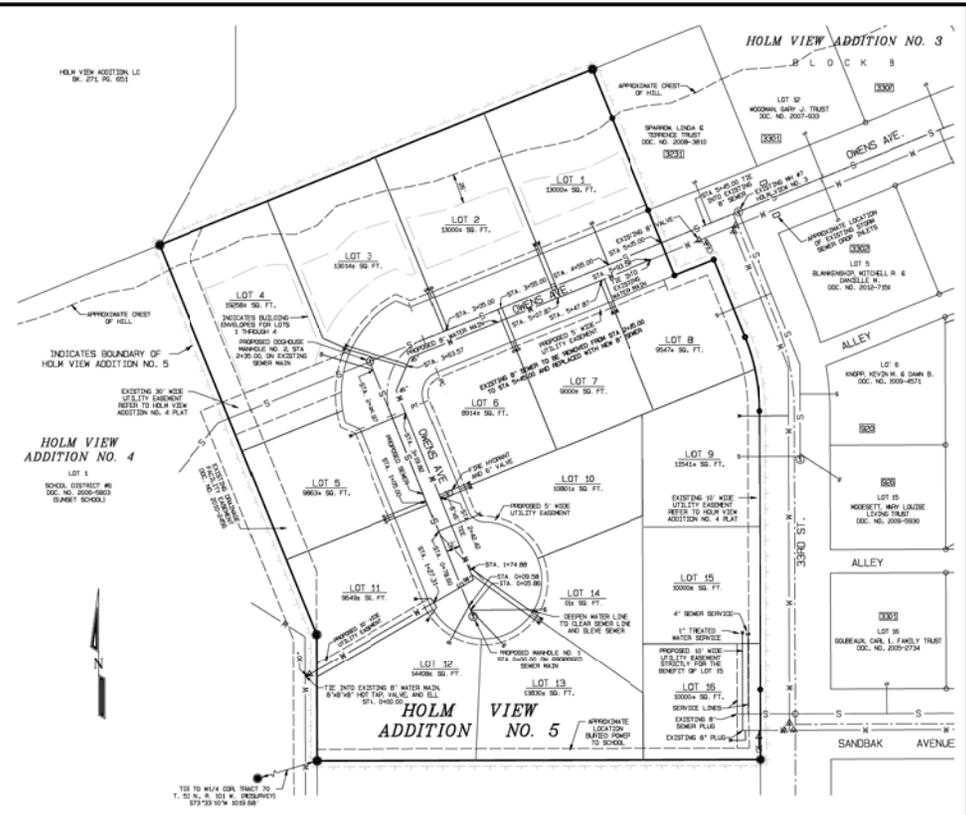
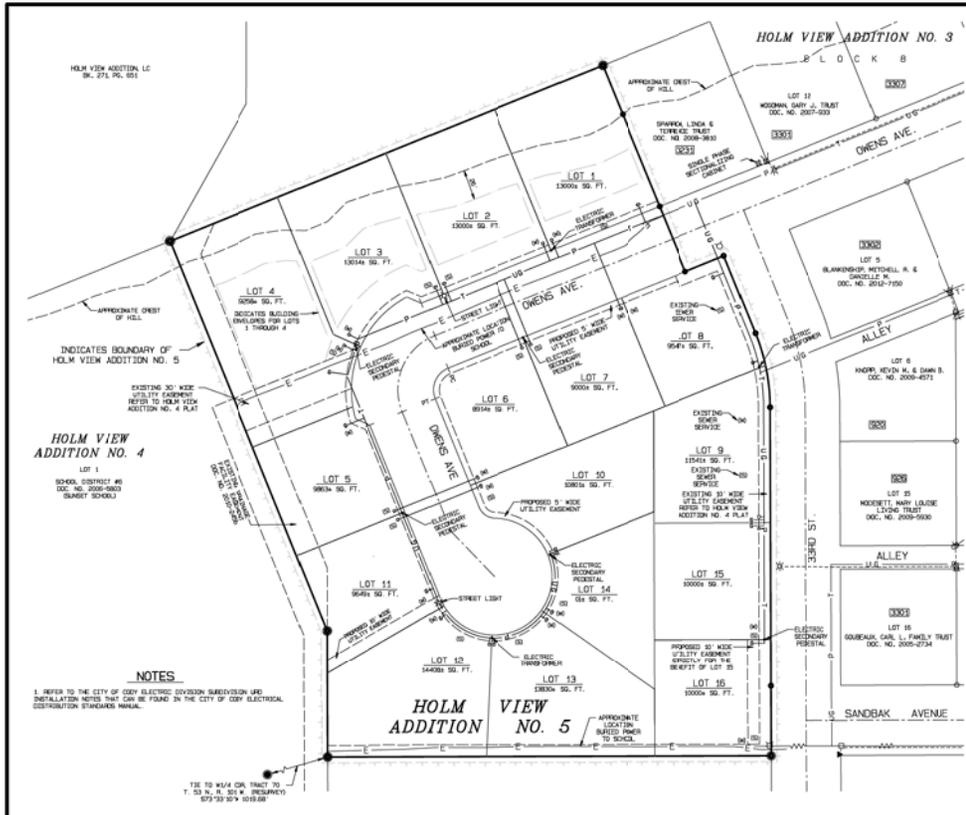
## A RESIDENTIAL SUBDIVISION WITHIN THE CITY OF CODY, WYOMING

### CONTENTS

- SHEET 1: PRELIMINARY PLAN OF HOLM VIEW ADDITION NO. 5
- SHEET 2: UTILITY PLAN: SEWER AND WATER, SHALLOW UTILITIES
- SHEET 3: STREET, GRADING AND DRAINAGE, CITY ELECTRICAL LAYOUT
- SHEET 4: STANDARD CITY OF CODY WATER AND SEWER DETAILS
- SHEET 5: STANDARD CITY OF CODY STREET DETAILS

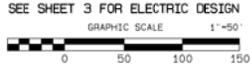
HOLM VIEW ADDITION, L.C.  
CODY, WYOMING

 HOLM, BLOUGH AND COMPANY  
Consulting Engineers & Land Surveyors  
1400 Simpson Ave.  
Cody, Wyoming 82414



SHALLOW UTILITY PLAN - HOLM VIEW ADDITION NO. 5

WATER AND SEWER PLAN - HOLM VIEW ADDITION NO. 5

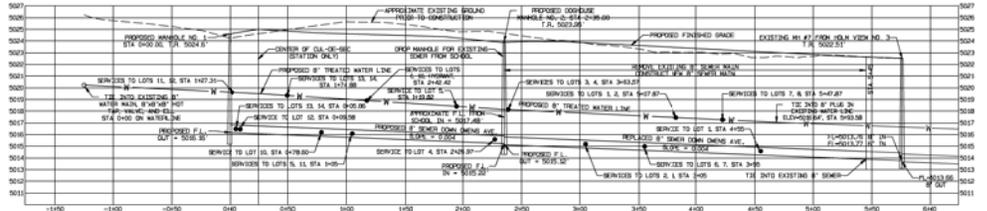


SCALE: 1"=50'

**LEGEND**

5/8" REBAR WITH 2" ALUM. CAP SET	EXISTING WATER LINE CURB STOP
REBAR WITH ALUM. CAP FOUND	EXISTING WATER LINE CURB STOP
BRASS CAP FOUND	EXISTING LIGHT POLE
BRASS CAP SET	PROPOSED LIGHT POLE
EXISTING SANITARY SEWER MANHOLE	EXISTING TREATED WATER LINE VALVE
PROPOSED SANITARY SEWER MANHOLE	PROPOSED TREATED WATER LINE VALVE
EXISTING FIRE HYDRANT	PROPOSED FIRE HYDRANT
EXISTING OVERHEAD UTILITY LINE	PROPOSED FIRE HYDRANT
EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER
PROPOSED SANITARY SEWER	PROPOSED SANITARY SEWER
EXISTING TREATED WATER PIPELINE	PROPOSED TREATED WATER PIPELINE
PROPOSED TREATED WATER PIPELINE	EXISTING TREATED WATER LINE VALVE
EXISTING MISC UTILITIES (ELEC. GAS, TEL. CATV, ETC.)	PROPOSED MISC UTILITIES (ELEC. GAS, TEL. CATV, ETC.)
PROPOSED MISC UTILITIES (ELEC. GAS, TEL. CATV, ETC.)	PROPOSED MISC UTILITIES (ELEC. GAS, TEL. CATV, ETC.)
EXISTING ELECTRIC LINE	PROPOSED ELECTRIC LINE
PROPOSED ELECTRIC LINE	PROPOSED MISC UTILITIES (TELE. CATV, FIBER)
PROPOSED GAS SERVICES	PROPOSED GAS SERVICES
PROPOSED ELECTRIC SERVICES	PROPOSED ELECTRIC SERVICES
EXISTING SANITARY SEWER SERVICE	EXISTING SANITARY SEWER SERVICE
PROPOSED SANITARY SEWER SERVICE	PROPOSED SANITARY SEWER SERVICE
EXISTING TREATED WATER SERVICE	PROPOSED TREATED WATER SERVICE
PROPOSED TREATED WATER SERVICE	EXISTING STREET ADDRESS NUMBER
EXISTING STREET ADDRESS NUMBER	APPROXIMATE LOCATIONS OF SEWER SERVICE (SS) AND WATER SERVICE (WS) ON SHALLOW UTILITY PLAN

- GENERAL CONSTRUCTION NOTES**
- UNLESS OTHERWISE NOTED, THE SPECIFICATIONS FOR THIS PROJECT ARE THE 2009 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND THE CITY OF CODY STANDARD SPECIFICATIONS.
  - THE FINISHED PAVEMENT IS TO BE ONE HALF INCH HIGHER THAN THE LSP OF THE CURB.
  - PROVIDE EXPANSION JOINTS IN CURB, GUTTER AND SIDEWALK AT ALL PT. AND PC LOCATIONS AND TO SPACING ON TARGET, UNLESS OTHERWISE INDICATED.
  - ALL TRENCHING IS TO BE "SAFE" ACCORDING TO OSHA STANDARDS.
  - GRANDES ARE CONSTRUCTION CONTROL PROVIDED BY HOLM, BLOUGH AND COMPANY, ALONG WITH QUALITY ASSURANCE.
  - ANY MENTION OF VALVES INCLUDES VALVE BOX AND ADJUSTMENT TO CORRECT ELEVATION.
  - WATER SERVICE CURB STOPS ARE TO BE WITHIN 5 FEET OF THE LOT CORNER SHOWN NEXT TO THE SERVICE.
  - ALL STREETS WILL USE HOLL OVER CURB AND GUTTER SEE DETAIL SHEET 03.
  - ALL GRAVITY SEWER MAINS SHALL BE INSTALLED USING A SLOPE LASER TO ENSURE AN ACCURATE AND UNIFORM GRADE, AND SHALL BE INSTALLED UNDER THE SUPERVISION OF AN INSPECTOR.
  - SEWER SERVICE TO LOT 4 IS FROM THE EXISTING MAIN REQUIRING A SADDLE "Y" AT THE 4" SERVICE.
  - TREATED WATER MAIN IS TO HAVE A MINIMUM OF 5.5 FEET OF COVER TO THE TOP OF PIPE.
  - TREATED WATER MAIN IS TO BE ANNA C-500 PVC CLASS BSD.
  - NATURAL GAS (ENERGY WEST) LINES ARE TO HAVE 30 INCH BURY.
  - 3" ELECTRICAL CONDUIT IS TO HAVE 24 INCH BURY.
  - 1 1/2" ELECTRICAL CONDUIT IS TO HAVE 24 INCH BURY.



PROFILE - SANITARY SEWER AND TREATED WATER

**UTILITY COMPANY APPROVALS**

ENERGY WEST HAS REVIEWED THESE CONSTRUCTION PLANS AND APPROVES OF THE NATURAL GAS DISTRIBUTION SCHEME AND LOCATION ON SERVICES.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

ICT HAS REVIEWED THESE CONSTRUCTION PLANS AND APPROVES OF THE COMMUNICATION CABLE LAYOUT AND THE LOCATION OF SERVICES.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CHARTER HAS REVIEWED THESE CONSTRUCTION PLANS AND APPROVES OF THE COMMUNICATION CABLE LAYOUT AND THE LOCATION OF SERVICES.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CENTURY LINK HAS REVIEWED THESE CONSTRUCTION PLANS AND APPROVES OF THE COMMUNICATION CABLE LAYOUT AND THE LOCATION OF SERVICES.

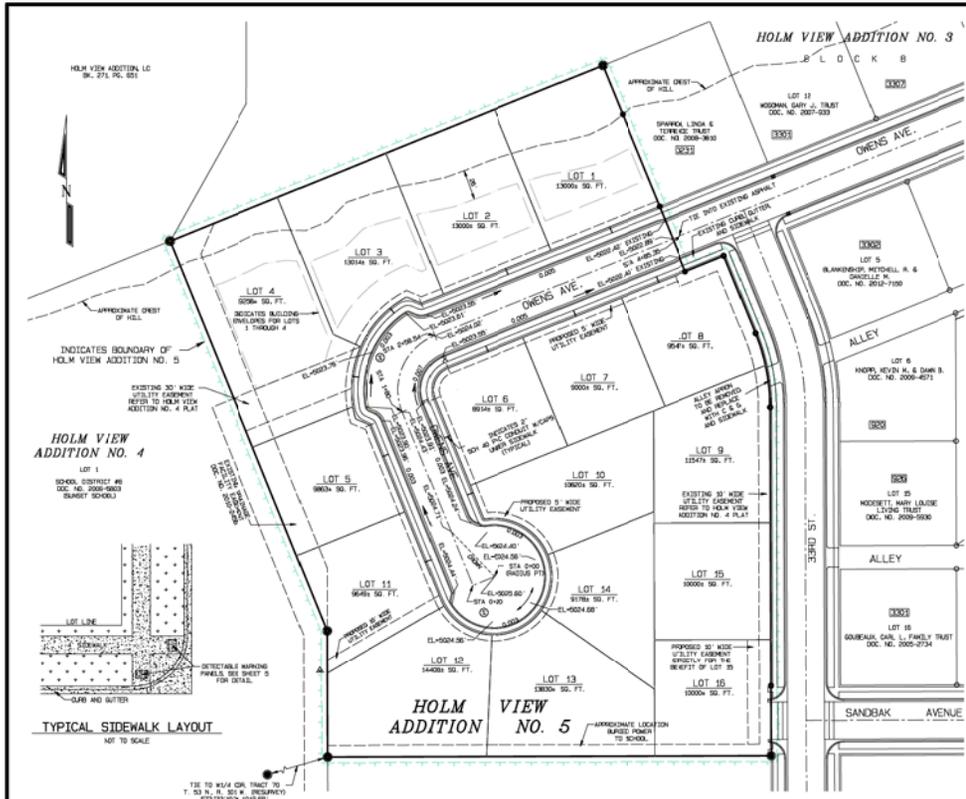
BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

HOLM VIEW ADDITION, L.C.  
CODY, WYOMING

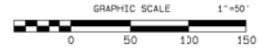
**- UTILITY PLAN: SEWER AND WATER, SHALLOW UTILITIES -  
HOLM VIEW ADDITION NO. 5  
BEING LOT 2 OF  
HOLM VIEW ADDITION NO. 4  
CITY OF CODY, WYOMING**

**REVISION**

REVISION	DATE
1	03-20-2013
2	03-20-2013
3	03-20-2013
4	03-20-2013

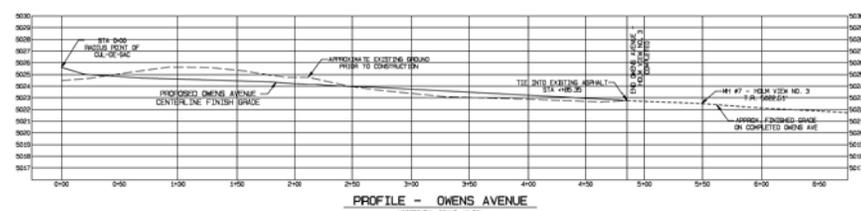
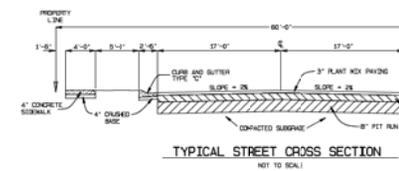


STREET AND DRAINAGE PLAN - HOLM VIEW ADDITION NO. 5



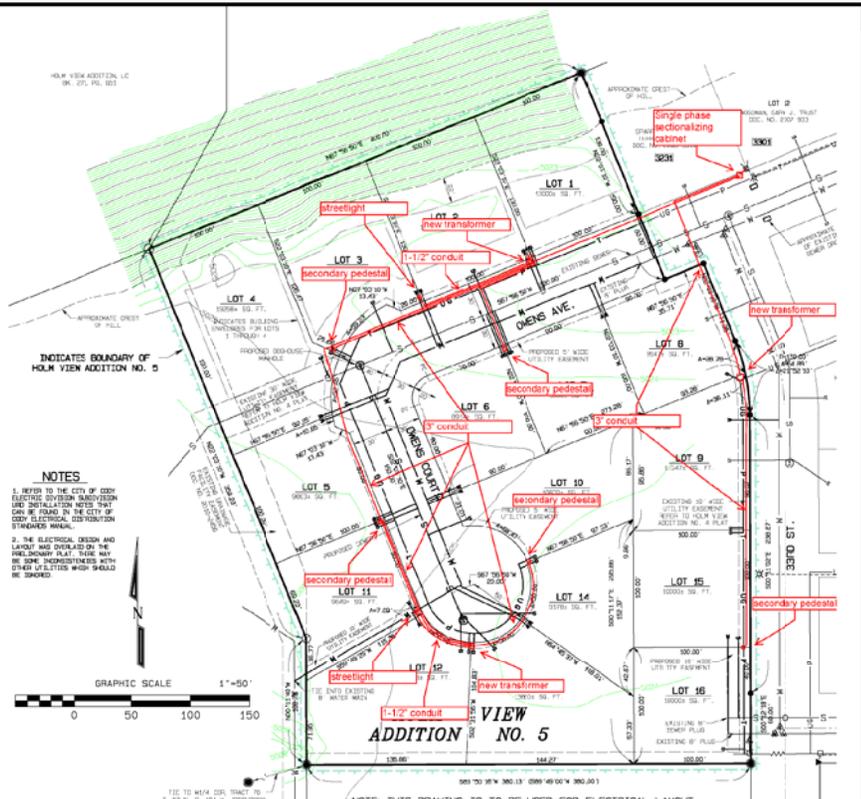
**LEGEND**

5/8" REBAR WITH 2" ALUM. CAP FIN.	EXISTING WATER LINE CURB STOP
REBAR WITH ALUM. CAP FIN.	PROPOSED WATER LINE CURB STOP
BRASS CAP FIN.	EXISTING LIGHT POLE
BRASS CAP SET.	PROPOSED LIGHT POLE
EXISTING SANITARY SEWER MANHOLE	EXISTING TREATED WATER LINE VALVE
PROPOSED SANITARY SEWER MANHOLE	PROPOSED TREATED WATER LINE VALVE
EXISTING FIRE HYDRANT	PROPOSED FIRE HYDRANT
EXISTING OVERHEAD UTILITY LINE	PROPOSED OVERHEAD UTILITY LINE
EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER
EXISTING TREATED WATER PIPELINE	PROPOSED TREATED WATER PIPELINE
PROPOSED TREATED WATER PIPELINE	EXISTING TREATED WATER LINE VALVE
EXISTING WISE UTILITIES (GAS, TEL, CATV, ETC.)	PROPOSED WISE UTILITIES (GAS, TEL, CATV, ETC.)
EXISTING ELECTRIC LINE	PROPOSED ELECTRIC LINE
PROPOSED ELECTRIC LINE	PROPOSED WISE UTILITY SERVICES (TEL, CATV, FIBER)
PROPOSED GAS SERVICES	PROPOSED GAS SERVICES
PROPOSED ELECTRIC SERVICES	PROPOSED ELECTRIC SERVICES
EXISTING SANITARY SEWER SERVICE	PROPOSED SANITARY SEWER SERVICE
PROPOSED SANITARY SEWER SERVICE	EXISTING TREATED WATER SERVICE
EXISTING TREATED WATER SERVICE	PROPOSED TREATED WATER SERVICE
EXISTING STREET ADDRESS NUMBERS	PROPOSED STREET ADDRESS NUMBERS
APPROXIMATE LOCATIONS OF SEWER SERVICE SD AND WATER SERVICE WM ON SHALLOW UTILITY PLAN	



**REVISION**

REVISION	DATE
ORIGINAL	07-24-2013
DATE PLOTTED	07-24-2013
DATE CHANGES	08-20-2014



ELECTRIC DESIGN ONLY - PROVIDED BY CITY OF CODY - HOLM VIEW ADDITION NO. 5



SEE SHEET 2 FOR SHALLOW UTILITIES

**GENERAL CONSTRUCTION NOTES**

- UNLESS OTHERWISE NOTED, THE SPECIFICATIONS FOR THIS PROJECT ARE THE 2008 WORKING PUBLIC WORKS STANDARD SPECIFICATIONS AND THE CITY OF CODY STANDARD SPECIFICATIONS.
- THE FINISHED PAVEMENT IS TO BE ONE HALF INCH HIGHER THAN THE L3 OF THE CURB.
- PROVIDE EXPANSION JOINTS IN CURB, GUTTER AND SIDEWALK AT ALL FT AND PC LOCATIONS AND TO SPACING ON TANGENT, INDICATED ACCESS PROVIDED AS INDICATED.
- ALL THROUGHTS IS TO BE "SAFE" ACCORDING TO OSHA STANDARDS.
- GRAVES AND CONSTRUCTION CONTROL PROVIDED BY HOLM, BLOUGH AND COMPANY, ALONG WITH QUALITY ASSURANCE.
- ANY MENTION OF VALVES INCLUDES VALVE BOX AND ADJUSTMENT TO CORRECT ELEVATION.
- WATER SERVICE CURB STOPS ARE TO BE WITHIN 5 FEET OF THE LOT CORNER SHOWN NEXT TO THE SERVICE.
- ALL STREETS WILL USE ROLL OVER CURB AND GUTTER (SEE DETAIL SHEET 5).
- ALL SANITARY SEWER MAINS SHALL BE INSTALLED USING A BENCH LAYER TO ENSURE AN ACCURATE AND UNIFORM GRADE AND SHALL BE INSTALLED UNDER THE SUPERVISION OF AN INSPECTOR.
- SEWER SERVICE TO LOT 4 IS FROM THE EXISTING MAIN REQUIRING A SADDLE "Y" AT THE 4' SERVICE.
- TREATED WATER MAIN IS TO HAVE A MINIMUM OF 5.5 FEET OF COVER TO THE TOP OF PIPE.
- TREATED WATER MAIN IS TO BE ANNA C-500 PVC CLASS 150.
- NATURAL GAS ENERGY MESH LINES ARE TO HAVE 30 INCH BURR.
- 3" ELECTRICAL CONDUIT IS TO HAVE 48 INCH BURR.
- 1 1/2" ELECTRICAL CONDUIT IS TO HAVE 24 INCH BURR.

HOLM VIEW ADDITION, L.C.  
 CODY, WYOMING  
 - STREET, GRADING AND DRAINAGE, CITY ELECTRICAL LAYOUT -  
**HOLM VIEW ADDITION NO. 5**  
 BEING LOT 2 OF  
 HOLM VIEW ADDITION NO. 4  
 CITY OF CODY, WYOMING

**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
------------	-----------	--------------------------	------------------------

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 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: June 17, 2014  
PASSED ON SECOND READING: June 23, 2014  
PASSED ON THIRD READING: \_\_\_\_\_

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

Attest:

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

MEETING DATE:	JULY 15, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

## **AGENDA ITEM SUMMARY REPORT**

### **Ordinance No. 2014-12 and Ordinance 2014-13**

#### **ACTION:**

First reading of Ordinance 2014-12, repealing Title 9, Chapter 3, Sections 1 and 2, Contractor's License and First reading of Ordinance 2014-13 enacting Title 9, Chapter 3, Sections 1 and 2, Contractor's License.

#### **BACKGROUND:**

The Contractors Board has been working with staff to address some technical corrections to the current code and to provide more detail and flexibility on licensing required for different types of trades. The Ordinance before the Council creates two categories for the Class A Contractor. The two categories are as follows:

Category 1: General Building Contractor "A" or "B" contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the International Code Council (ICC), shall be required of persons engaged in the commercial construction contracting business. The General Building Contractor "A" or "B" contractor's license shall license persons to perform construction contracting for either Commercial or Residential construction.

Category 2: Residential Contractor "C" contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the International Code Council (ICC), shall be required of persons engaged in the residential construction contracting business. The Residential Contractor "C" contractor's license shall limit persons to perform construction contracting to Residential construction.

The Ordinance also includes Refrigeration in the Class B license category and includes framers in the Class C contractor's license requirements. Finally, if a Class A, Class B or Class C license is needed for work to begin prior to the next contractors' board meeting, the Building Official may issue a conditional license if he/she determines that all requirements for licensing appear to be met. The board will review the application at the next regularly scheduled meeting. The conditional license shall expire on the date of the next regularly scheduled meeting of the contractors' board and the granting of a conditional license shall not be construed as an assurance, promise or guarantee that the contractors' board will approve the application.

#### **FISCAL IMPACT**

No fiscal impact to the City.

#### **ALTERNATIVES**

1. Approve as presented or recommend alternatives.

#### **RECOMMENDATION**

Staff recommends the Council approve the two (2) Ordinances as presented.

#### **ATTACHMENTS**

Ordinance 2014-12 and 2014-13

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

Emailed to the Contractors Board and Contractors

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

**ORDINANCE NO. 2014-12**

**AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTOR'S LICENSE OF THE CITY OF CODY MUNICIPAL CODE**

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

Title 9, Chapter 3, Sections 1 and 2, CONTRACTOR'S LICENSE, is repealed in its entirety.

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

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

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

Attest:

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

**ORDINANCE NO. 2014-13**

**AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTORS LICENSE, OF THE CODY CITY CODE.**

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

Title 9, Chapter 3, Sections 1 and 2, entitled Contractor's License, are in their entirety, hereby enacted and effective as of August 26, 2014.

**Chapter 3  
CONTRACTOR'S LICENSE**

**9-3-1: REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:**

**9-3-2: APPLICATION; APPLICATION FEE; APPLICATION FOR REEXAMINATION:**

**9-3-3: TERM OF LICENSE; INITIAL AND RENEWAL FEES; EXPIRED LICENSE NOT TO BE RENEWED:**

**9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE; EFFECTS THEREOF:**

**9-3-5: INSURANCE REQUIRED:**

**9-3-6: PERSONS EXCLUDED FROM REQUIREMENTS OF CHAPTER:**

**9-3-1: REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:**

It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in or on any building or structure within the city unless the person is licensed in the particular contracting category under the provisions of this chapter, or except as otherwise provided in this chapter.

A property owner who is not a licensed contractor may be issued permits to construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in, on or for a single-family dwelling provided that such work is to be performed by the property owner who resides on the property or intends to reside on the property. Proof of residency or proof of intent to reside on a property where the building has not yet been completed shall be provided by filing an affidavit signed under oath by the property owner performing the work, on a form provided by the city. A person permitted to work on a single-family dwelling pursuant to this section may also work on a garage (whether attached or detached) and other private accessory buildings on the same lot as the residence. Providing an affidavit with false information, or failing to comply with an affidavit provided pursuant to this section is a misdemeanor punishable by a fine of not more than seven hundred fifty dollars (\$750.00).

No owner shall be granted more than two (2) permits in any five (5) years for the construction of a new single-family dwelling. Where an owner is granted such a permit, all elements shall be inspected and comply fully with the current codes as herein adopted.

Decorators, painters, carpet, flooring and tile layers, wallpaperers, drapers, sign painters and those involved in nonstructural maintenance work are specifically excluded from the provisions of this section.

Class A Contractor – Two (2) categories:

Category 1: General Building Contractor "A" or "B" contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the International Code Council (ICC), shall be required of persons engaged in the commercial construction contracting business. The General Building Contractor "A" or "B" contractor's license shall license persons to perform construction contracting for either Commercial or Residential construction.

Category 2: Residential Contractor "C" contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the International Code Council (ICC), shall be required of persons engaged in the residential construction contracting business. The Residential Contractor "C" contractor's license shall limit persons to perform construction contracting to Residential construction.

Class B: A class B contractor's license shall be required of persons engaged in construction contracting work of electrical, plumbing, HVAC, fire suppression/sprinkler system installation, low voltage electric installation/telecommunications, refrigeration and elevator installation. Permits shall be obtained from the city for work regulated by the international codes adopted in this chapter.

Class C: A class C contractor's license shall be required of all other persons engaged in the contracting business. These include framers, fencing installers, demolition, drywall, stucco/plaster, acoustical t-bar, insulation, masonry, concrete, landscaping/sprinkler systems, glass/glazing, stove installation, steel fabrication and erection, water conditioning, siding, roofing, rebar installers, commercial railing fabricators/installers, sheet metal fabricators, conveyor system installers, asbestos abatement, ground stabilization/mud jacking, sign/awning installers.

"Construction contracting" as used herein shall include the erection, construction, assembling, enlarging, structurally altering, moving, removing, demolishing and doing electrical, plumbing or mechanical work in or on any building or structure regulated by the city.

### **9-3-2: APPLICATION; APPLICATION FEE; APPLICATION FOR REEXAMINATION:**

Class A Licensee: Any person desiring to be licensed as a Class A licensee, Category 1 or Category 2, shall fully complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form, show proof of passing the General Contracting (Building Construction) Examination of the Wyoming Trades Certification program as sponsored by the Wyoming Association of Municipalities and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

Class B Licensee: Any person desiring to be licensed as a class B licensee shall complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form, show proof of passing the Examination of the Wyoming Trades Certification program as sponsored by the Wyoming Association of Municipalities, for the trade for which licensure is sought, and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

Class C Licensee: Any person desiring to be licensed as a class C licensee shall complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form in the area of applicable work and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

All Class A, Class B and Class C license applicants shall be interviewed in person by the Building Official or may, with advance permission of the Building Official, be interviewed by telephone. Any such person shall present to the Building Official proof of their qualifications, and may be required to appear before the board. Any person who fails to pass the prerequisite qualification may make reapplication after expiration of a thirty (30) day period and upon payment of additional application fee.

If a Class A, Class B or Class C license is needed for work to begin prior to the next contractors' board meeting, the Building Official may issue a conditional license if he/she determines that all requirements for licensing appear to be met. The board will review the application at the next regularly scheduled meeting. A conditional license shall expire on the date of the next regularly scheduled meeting of the contractors' board and the granting of a conditional license shall not be construed as an assurance, promise or guarantee that the contractors' board will approve the application.

Appeals from any action of the board shall be submitted to the governing body.

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

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

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

Attest:

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

## ORDINANCE 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 Title 10 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.

A. An accessory dwelling unit, where permitted, may be located only in one of the following manners:

1. Within a detached single-family dwelling, either initially at time of construction, or anytime thereafter.
2. Within an addition to a detached single-family dwelling.
3. Above or within a residential garage or other building accessory to a detached single-family dwelling.
4. Within an accessory building on the same parcel as a detached single-family dwelling unit.

B. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 utilize the area remaining on that level as part of the primary dwelling-limit the ADU to a portion of that level, then the reviewing official may authorize the ADU to occupy the entire level, 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:

- a. The exterior walls;
  - b. Garages;
  - c. Basements with less than 6’8” ceiling height; and,
  - d. Other areas with ceiling height less than five feet.
6. 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.
  7. Bedrooms. An ADU may not contain more than two bedrooms/sleeping areas.
  8. 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.
  9. Entrances. Within the Residential AA zoning district, only one entrance may be located on the front face of the primary dwelling unit (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.
  10. 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 dwellings. The units~~ shall not both be occupied unless this is the case. Prior to the issuance of a building permit to establish an accessory dwelling unit in the AA or A zone, the property owner shall is to record a deed restriction or notice with the Park County Clerk’s office to this effect. The document must be approved by the City prior to recording, and must in a form prescribed by

~~the City and~~ include a description of the location and size of the ADU and a commitment to abide by the owner-occupancy requirement.

~~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 must be provided annually to the Community Development office, if applicable.~~

11. 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.

12. 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.

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

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

~~C. 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.~~

C. Special Use Permit Required in Residential AA Zoning District. Authorization to establish an ADU within the Residential AA zoning district may be granted by the Planning, Zoning, and Adjustment Board (Board), pursuant to the following Special Use Permit process.

1. Purpose. The purpose of the Board review is to promote the highest level of compatibility possible between the ADU and neighboring Residential AA lands, by identifying any potential negative impacts to neighboring properties and determining if additional protections are needed to avoid or mitigate those impacts to an acceptable level.

2. Public Hearing. The Board shall conduct a public hearing to obtain information pertaining to the request and the suitability of the project as proposed.

3. Notice. Notice of the public hearing shall be given at least ten (10) days prior to the hearing by publication in the city's official newspaper and by USPS first class mail to the owners of all properties within 140 feet of the subject property. The notices must identify the date, time, location, and purpose of the public hearing. The person sending the notices by mail shall complete an affidavit of mailing which identifies the document, the property owners to which it was sent, and the date mailed.

4. Authority. The Board shall have authority to approve, deny, or approve with conditions the ADU application. Conditions may be imposed to address concerns related to compatibility of use, architecture, solar access, privacy, parking, and other impacts identified through the review process. Conditions may include but are not limited to modifying the location, orientation, and architecture of the proposed ADU; requiring screening (walls, fencing, vegetation); requiring additional parking; and restricting the duration of the permit. If conditions or restrictions of an ongoing nature are set for the ADU, such conditions shall be identified in the deed restriction/notice required under section 10-11-2(B)(10). If conditions cannot be developed to sufficiently mitigate significant adverse impacts to a level determined acceptable by the Board and agreeable to the applicant, the application shall be denied.

**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 to 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: June 17, 2014

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

PASSED, ADOPTED AND APPROVED ON  
THIRD AND FINAL READING: \_\_\_\_\_

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

ATTEST:

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