

REVISED

City of Cody City Council  
AGENDA

Tuesday, February 3, 2015 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Recognition – Al Schulz and Mark Aragon – World Series Team Roping Champions  
Introduction and Oath of Office – Police Officer Stephen O'Donnell  
Introduction and Oath of Office – Annalea Avery – Deputy Clerk  
Proclamation – February 7-14, 2015 – Wyoming Public Radio Week

1 . Consent Calendar

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

- a. Approval of Minute – Special Meeting from 1/15/15 and Regular Meeting Minutes from 1/20/15.
- b. Approval of vouchers and payroll in the amount of \$497,548.17
- c. Authorize the Mayor to sign the agreement granting Wyoming Municipal Power Agency the power to execute the Federal LAP contracts.
- d. Authorize the Mayor to sign Form E-115A agreement to sell 350,000 gallons of water to the Wyoming Department of Transportation at a price of \$5.20 per thousand gallons.

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

2 Public Hearing

- a. A Public Hearing to determine if it is in the public interest for the City of Cody and the Cody Cupboard to apply for a Community Development Block Grant from the Wyoming Business Council in the amount of \$375,000 for the renovating of an existing City of Cody building located 602 15<sup>th</sup> St.

3 Conduct of Business

- a. Consider authorizing an Open Container Permit for the Cody Ice Climbing Festival on Saturday, February 14, 2015 from 7:00 p.m. – 10:00 p.m. in

the West parking lot adjacent to the City of Cody Auditorium with recommendations outlined by staff.

Staff Reference: Rick Manchester, Parks Public Facilities and Recreation Director

**b. RESOLUTION 2015-02**

**AN RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL-BUSINESS READY COMMUNITES PROGRAM FOR A COMMUNITY DEVELOPMENT BLOCK GRANT**

Staff Reference: Cindy Baker, Administrative Services Officer

- c. Consider approving a contract for the purchase of property in Cody, Park County, Wyoming from Wilder Enterprises, A Wyoming General Partnership for \$150,000 with conditions outline in contract and authorize the Mayor to sign any and all documents necessary to purchase the property

Staff Reference: Scott Kolpitzke, City Attorney

**d. RESOLUTION 2015-03**

**A RESOLUTION AUTHORIZING WYOMING MUNICIPAL POWER AGENCY THE POWER TO EXECUTE THE FEDERAL LOVELAND AREA PROJECTS CONTRACTS.**

Staff Reference: Steve Payne, Public Works Director

**e. RESOLUTION 2015-04**

**A RESOLUTION ADOPTING THE 2015 ELECTRICAL DISTRIBUTION STANDARDS POLICY**

Staff Reference: Steve Payne, Public Works Director

**f. ORDINANCE 2015-01 – SECOND READING**

**AN ORDINANCE REZONING 1414, 1420 AND 1426 STAMPEDE AVENUE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO LIMITED BUSINESS (D-1).**

Staff Reference: Todd Stowell, City Planner

4 Tabled Items

5 Matters from Staff Members

6 Matters from Council Members

7 Adjournment

## MAYORAL PROCLAMATION

WHEREAS, Wyoming Public Radio is an important member of the community in Cody, Wyoming.

WHEREAS, Wyoming Public Radio is essential to the cultural vitality of Wyoming.

WHEREAS, Wyoming Public Radio supports lifelong learning and engagement among listeners and the broader community.

WHEREAS, Wyoming Public Radio is licensed to the University of Wyoming and managed by professionals who are accountable to local leaders and listeners in our region.

WHEREAS, Wyoming Public Radio is a key component of today's cultural and commercial infrastructure, serving as an economic enabler for local creative communities and businesses.

WHEREAS, Wyoming Public Radio provides quality programming that informs, educates and inspires civic participation.

WHEREAS, Wyoming Public Radio engages with artists, audiences and communities to provide diverse programming reflective of a wide range of experiences and perspectives.

WHEREAS, Wyoming Public Radio emergency response services are essential to public safety officials and their communities in times of crisis.

WHEREAS, Wyoming Public Radio is the third largest US public radio network as measured by Broadcast America.

WHEREAS, Wyoming Public Radio reaps the benefits of an informed and engaged citizenry.

WHEREAS Wyoming Public Radio has a proud history of service, advocacy and civic engagement.

WHEREAS, Wyoming Public Radio is the kind of organization we want in Wyoming.

THEREFORE, I, Nancy Tia Brown, **Mayor of Cody**, do hereby designate February 7 - 14, 2015 as **Wyoming Public Radio Week**.

**City of Cody**  
**Council Proceedings**  
**Thursday, January 15, 2015**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, January 15, 2015 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Karen Ballinger, Landon Greer, Jerry Fritz, and Stan Wolz, City Administrator, Barry Cook, and Cindy Baker, Administrative Services Officer

Absent: Council Member Miller and City Attorney Scott Kolpitcke

Mayor Brown called the meeting to order at 4:30 p.m.

The Governing Body discussed a potential change in the Boot Scoot'n' Boogie. Cindy Baker, Administrative Services Officer provided background information on previously held event. Doug Nordberg provided the Council with information on why the committee is considering a weekend versus a week day. Cost effects of this change were discussed. Doug will go back to the committee and come back sometime in the future to request the street closure for the event.

The Governing Body reviewed the Planning, Zoning and Building Fee Schedule. Staff was directed to revise one fee amount and a revised agenda with this revised resolution will be issued for consideration at the Regular Meeting on Tuesday, January 29, 2015.

The Governing Body reviewed the proposed speed limit increase on 16<sup>th</sup> Street. No action was taken, this item will be considered at the Regular Meeting on Tuesday, January 20, 2015.

The Governing Body reviewed January 20, 2015 agenda. No action was taken.

Mayor Brown adjourned the meeting at 6:16 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, January 20, 2015**

The Governing Body reviewed the Financial Trends Report - 4:30 p.m.

Council Member Miller made a motion seconded by Council Member Fritz to enter into an Executive Session at 6:00 p.m. to consider or receive information classified as confidential by law - pursuant to Wyoming State Statute 16-4-405(a)(ix) and to consider the purchase of real estate – pursuant to Wyoming State Statute 16-4-405(a)(vii). Council Member Miller made a motion seconded by Council Member to exit the Executive Session at 6:32 p.m. No Action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, January 20, 2015 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz, City Administrator Barry Cook, City Attorney Scott Kolpitcke and Administrative Services Officer, Cindy Baker.

Absent: None

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

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

The Mayor and Council recognized with plaques of appreciation to Bryan Edwards for his service as a Council Member; Kim Borer and Robert Senitte for their service on the Planning, Zoning and Adjustment Board; Che' Eisinger for his service on the Yellowstone Regional Airport Board; Kim Nelson for his service on the Contractors' Board; and Greg Victor for his service on the Tree Board.

Council Member Miller made a motion seconded by Council Member Greer to approve the consent calendar including approval of Regular Meeting Minutes from 1/6/15; approval of vouchers and payroll in the amount of \$1,795,815.80; authorize the Mayor to sign the Agreement for Adjustment of Facilities between the City of Cody and the Transportation Commission of Wyoming and its Wyoming Department of Transportation. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to authorize the Mayor to sign a letter to the Wyoming Department of Transportation requesting that they increase the Posted Speed Limit on 16<sup>th</sup> Street from Bleistein Avenue to the Belfy Highway to 30 MPH, while leaving the blinking regulatory lights in place to reduce the speed limit from 30 MPH to 20 MPH during the a.m. and p.m. hours when school is opening and dismissing. Voting in favor were Council Members Fritz, Miller, Greer, Anderson, Wolz and Mayor Brown. Voting opposed was Council Member Ballinger. Motion carried.

Council Member Miller made a motion seconded by Council Member Greer to approve the preliminary plat of the Rebel Row, a 4-lot Minor Subdivision, located on the west side of Stone Street, immediately north of the unimproved portion of Cougar Avenue with conditions recommended by the Planning and Zoning Board. Vote was unanimous.

**ORDINANCE 2015-01 – FIRST READING**

**AN ORDINANCE REZONING 1414, 1420 AND 1426 STAMPEDE AVENUE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO LIMITED BUSINESS (D-1).** Council Member Miller made a motion seconded by Council Member Wolz to approve Ordinance 2015-01 on First Reading. Vote was unanimous.

**ORDINANCE 2014-20 – THIRD AND FINAL READING**

**AN ORDINANCE REPEALING TITLE VI, CHAPTER 3, SECTION 7 OF THE CODY CITY CODE PERTAINING TO PARKING ON PRIVATE PROPERTY.** Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-20 on Third and Final Reading. Vote was unanimous.

**ORDINANCE 2014-21 – THIRD AND FINAL READING**

**AN ORDINANCE REPEALING TITLE VI, CHAPTER 4, SECTION 2 OF THE CODY CITY CODE PERTAINING TO PARKING ON PRIVATE PROPERTY.**

Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2014-21 on Third and Final Reading. Vote was unanimous.

**ORDINANCE 2014-22 – THIRD AND FINAL READING**

**AN ORDINANCE AMENDING TITLE VI, CHAPTER 4, SECTION 1, OF THE CODY CITY CODE PERTAINING TO PARKING TIME LIMITED ON CERTAIN STREETS.** Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-22 on Third and Final Reading. Vote was unanimous.

**RESOLUTION 2015-01**

**A RESOLUTION AMENDING THE PLANNING, ZONING AND BUILDING FEE SCHEDULE.** Council Member Fritz made a motion seconded by Council Member Greer to approve Resolution 2015-01. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 9:18 p.m.

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Cynthia Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	12014	CYCLE 1 OUTSOURCE BILLS	01/14/2015	391.96	391.96	02/04/2015	
Total 129162:				391.96	391.96		
<b>ALSCO</b>							
<b>126551</b>							
	1085039	TOWELS	01/12/2015	18.50	18.50	02/04/2015	
	1085056	RUGS - CITY HALL	01/12/2015	37.24	37.24	02/04/2015	
	1085058	RUGS - AUDITORIUM	01/12/2015	132.86	132.86	02/04/2015	
Total 126551:				188.60	188.60		
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>							
<b>1360</b>							
	011915	INSURANCE PREMIUMS	01/19/2015	113,124.81	113,124.81	02/04/2015	
	011915	INSURANCE PREMIUMS - CRED	01/19/2015	417.94-	417.94-	02/04/2015	
Total 1360:				112,706.87	112,706.87		
<b>BOONE'S MACHINE SHOP</b>							
<b>1400</b>							
	9822	MAN LIFT RENTAL - CHRISTMA	01/08/2015	400.00	400.00	02/04/2015	
Total 1400:				400.00	400.00		
<b>BORDER STATES INDUSTRIES, INC</b>							
<b>1420</b>							
	908716493	Meter F2S 1ph 240v meter C200	01/16/2015	1,518.72	1,518.72	02/04/2015	MTR2SITR
	908716493	Meter F2S 1ph 240v C320 W De	01/16/2015	766.38	766.38	02/04/2015	MTR2SITR320WD
	908716493	Meter 4S 1ph 3w c20 120-480v d	01/16/2015	383.20	383.20	02/04/2015	MTR4S1480D
	908716493	F6/9/36S 3ph 4w c20 120-480v d	01/16/2015	2,312.25	2,312.25	02/04/2015	MTR9S1480D
	908716493	F14/15/16S 3ph 4w c200 120-480	01/16/2015	3,699.60	3,699.60	02/04/2015	MTR16SELEC
Total 1420:				8,680.15	8,680.15		
<b>C &amp; C WELDING</b>							
<b>1690</b>							
	18351	SWEEPER REPAIR F07	01/08/2015	612.52	612.52	02/04/2015	
Total 1690:				612.52	612.52		
<b>CHRISTENSEN, MORGAN</b>							
<b>130263</b>							
	13206036	REFUND UTILITY DEPOSIT	01/16/2015	81.45	81.45	02/04/2015	
Total 130263:				81.45	81.45		
<b>CITY OF CODY</b>							
<b>2260</b>							
	012315	Utilities	01/23/2015	2,920.22	2,920.22	02/04/2015	
	012315	Utilities	01/23/2015	137.37	137.37	02/04/2015	
	012315	Utilities	01/23/2015	650.00	650.00	02/04/2015	
	012315	Utilities	01/23/2015	207.29	207.29	02/04/2015	
	012315	Utilities	01/23/2015	439.49	439.49	02/04/2015	
	012315	Utilities	01/23/2015	101.37	101.37	02/04/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	012315	Utilities	01/23/2015	109.13	109.13	02/04/2015	
	012315	Utilities	01/23/2015	165.77	165.77	02/04/2015	
	012315	Utilities	01/23/2015	451.41	451.41	02/04/2015	
	012315	Utilities	01/23/2015	65.54	65.54	02/04/2015	
	012315	Utilities	01/23/2015	593.51	593.51	02/04/2015	
	012315	Utilities	01/23/2015	145.30	145.30	02/04/2015	
	012315	Utilities	01/23/2015	495.18	495.18	02/04/2015	
	012315	Utilities	01/23/2015	289.35	289.35	02/04/2015	
	012315	Utilities	01/23/2015	161.00	161.00	02/04/2015	
	012315	Utilities	01/23/2015	220.16	220.16	02/04/2015	
	012315	Utilities	01/23/2015	23.00	23.00	02/04/2015	
	012315	Utilities	01/23/2015	266.55	266.55	02/04/2015	
	012315	Utilities	01/23/2015	202.36	202.36	02/04/2015	
	012315	Utilities	01/23/2015	42.00	42.00	02/04/2015	
	012315	Utilities	01/23/2015	42.00	42.00	02/04/2015	
	012315	Utilities	01/23/2015	42.02	42.02	02/04/2015	
	012315	Utilities	01/23/2015	607.59	607.59	02/04/2015	
	012315	Utilities	01/23/2015	25.52	25.52	02/04/2015	
	012315	Utilities	01/23/2015	23.00	23.00	02/04/2015	
	012315	Utilities	01/23/2015	132.56	132.56	02/04/2015	
	012315	Utilities	01/23/2015	284.54	284.54	02/04/2015	
	012315	Utilities	01/23/2015	46.75	46.75	02/04/2015	
	012315	Utilities	01/23/2015	161.00	161.00	02/04/2015	
	012315	Utilities	01/23/2015	113.17	113.17	02/04/2015	
	012315	Utilities	01/23/2015	50.69	50.69	02/04/2015	
	012315	Utilities	01/23/2015	23.00	23.00	02/04/2015	
	012315	Utilities	01/23/2015	110.32	110.32	02/04/2015	
	012315	Utilities	01/23/2015	2,675.98	2,675.98	02/04/2015	
	012315	Utilities	01/23/2015	8,027.96	8,027.96	02/04/2015	
	012315	Utilities	01/23/2015	1,173.39	1,173.39	02/04/2015	
	012315	Utilities	01/23/2015	302.24	302.24	02/04/2015	
	012315	Utilities	01/23/2015	177.79	177.79	02/04/2015	
	012315	Utilities	01/23/2015	124.45	124.45	02/04/2015	
	012315	Utilities	01/23/2015	60.54	60.54	02/04/2015	
	012315	Utilities	01/23/2015	64.64	64.64	02/04/2015	
	012315	Utilities	01/23/2015	61.79	61.79	02/04/2015	
	012315	Utilities	01/23/2015	924.98	924.98	02/04/2015	
	012315	Utilities	01/23/2015	413.25	413.25	02/04/2015	
	012315	Utilities	01/23/2015	289.17	289.17	02/04/2015	
	012315	Utilities	01/23/2015	49.97	49.97	02/04/2015	
	012315	Utilities	01/23/2015	47.49	47.49	02/04/2015	
	012315	Utilities	01/23/2015	544.68	544.68	02/04/2015	
	012315	Utilities	01/23/2015	1,350.90	1,350.90	02/04/2015	
	012315	Utilities	01/23/2015	39.00	39.00	02/04/2015	
	012315	Utilities	01/23/2015	305.29	305.29	02/04/2015	
	012315	Utilities	01/23/2015	444.14	444.14	02/04/2015	
	012315	Utilities	01/23/2015	65.33	65.33	02/04/2015	
	012315	Utilities	01/23/2015	4,378.85	4,378.85	02/04/2015	
	012315	Utilities	01/23/2015	33.14	33.14	02/04/2015	
				<hr/>	<hr/>		
	Total 2260:			30,903.13	30,903.13		
				<hr/>	<hr/>		
<b>COE CONSTRUCTION</b>							
<b>128724</b>							
	1176-2	REFUND OVERPAYMENT ON P	01/08/2015	10.00	10.00	02/04/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128724:				10.00	10.00		
<b>D.W. LATIMER, INC</b>							
<b>129661</b>							
	2899	SNOW REMOVAL	12/05/2014	1,997.50	1,997.50	02/04/2015	
Total 129661:				1,997.50	1,997.50		
<b>DUNTON, NICK</b>							
<b>130268</b>							
	01	EQUIPMENT REPAIR	01/22/2015	75.00	75.00	02/04/2015	
Total 130268:				75.00	75.00		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	5235251	PEST CONTROL - REC CENTER	01/12/2015	127.50	127.50	02/04/2015	
	5235252	PEST CONTROL - AUDITORIUM	01/12/2015	73.50	73.50	02/04/2015	
	5235253	PEST CONTROL - CITY HALL	01/12/2015	52.50	52.50	02/04/2015	
	5235254	PEST CONTROL - ELECTRIC S	01/12/2015	52.50	52.50	02/04/2015	
	5235255	PEST CONTROL - SANT/RECY	01/12/2015	52.50	52.50	02/04/2015	
	5235256	PEST CONTROL - SHOP	01/12/2015	73.50	73.50	02/04/2015	
Total 128686:				432.00	432.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	012115	UTILITIES	01/21/2015	1,105.76	1,105.76	02/04/2015	
	012115	UTILITIES - REC CENTER	01/21/2015	3,918.14	3,918.14	02/04/2015	
	012115	UTILITIES - REC CENTER AQUA	01/21/2015	11,754.40	11,754.40	02/04/2015	
	012115	UTILITIES - SHOP	01/21/2015	1,671.38	1,671.38	02/04/2015	
	012115	UTILITIES - SHOP	01/21/2015	443.17	443.17	02/04/2015	
	012115	UTILITIES - SHOP	01/21/2015	253.24	253.24	02/04/2015	
	012115	UTILITIES - SHOP	01/21/2015	164.60	164.60	02/04/2015	
	012115	UTILITIES	01/21/2015	717.46	717.46	02/04/2015	
	012115	UTILITIES	01/21/2015	20.25	20.25	02/04/2015	
	012115	UTILITIES	01/21/2015	747.42	747.42	02/04/2015	
Total 2630:				20,795.82	20,795.82		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	3412025-CM	WWTF PRETREATMENT (CREDI	12/19/2014	30.00-	30.00-	02/04/2015	
	3501020	ALKALI LAKE WATER STORAG	01/14/2015	4,000.00	4,000.00	02/04/2015	
	3501021	WWTF DISCHARGE REPLACEM	01/14/2015	1,635.00	1,635.00	02/04/2015	
	3501022	WWTF PRETREATMENT	01/14/2015	11,449.00	11,449.00	02/04/2015	
Total 4140:				17,054.00	17,054.00		
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	010915	COMMUNITY FUNDING ALLOCA	01/09/2015	5,072.00	5,072.00	02/04/2015	
Total 127450:				5,072.00	5,072.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	125725	WEST ROCKY ROAD (PAYING A	01/07/2015	1,190.25	1,190.25	02/04/2015	
Total 4780:				1,190.25	1,190.25		
<b>HD SUPPLY POWER SOLUTIONS, LTD</b>							
<b>6730</b>							
	2727679-01	SYSTEM REPAIRS	01/05/2015	114.49	114.49	02/04/2015	
Total 6730:				114.49	114.49		
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	74362-1	CLEANING SUPPLIES	11/04/2014	9.83	9.83	02/04/2015	
	82255-0	CLEANING SUPPLIES	11/04/2014	206.98	206.98	02/04/2015	
	98121-0	CDLEANING SUPPLIES	12/31/2014	477.31	477.31	02/04/2015	
	98123-0	CLEANING SUPPLIES	01/06/2015	76.60	76.60	02/04/2015	
Total 128769:				770.72	770.72		
<b>HOLM BLOUGH &amp; COMPANY</b>							
<b>5020</b>							
	434-11	REFUND OVERPAYMENT ON P	01/09/2015	2,096.34	2,096.34	02/04/2015	
Total 5020:				2,096.34	2,096.34		
<b>JACK'S TRUCK &amp; EQUIPMENT</b>							
<b>125521</b>							
	CM29307G	CORE RETURN	01/08/2015	43.75-	.00		
Total 125521:				43.75-	.00		
<b>JONES, CHRISTOPHER M</b>							
<b>128356</b>							
	012115	INDOOR GOLF LESSONS	01/21/2015	233.10	233.10	02/04/2015	
Total 128356:				233.10	233.10		
<b>KEEGAN &amp; WINSLOW LAW FIRM</b>							
<b>126040</b>							
	010515	PROFESSIONAL FEES	01/05/2015	479.70	479.70	02/04/2015	
Total 126040:				479.70	479.70		
<b>KRISJANSONS &amp; MILES PC</b>							
<b>129971</b>							
	1898	PROFESSIONAL FEES	01/07/2015	59.54	59.54	02/04/2015	
Total 129971:				59.54	59.54		
<b>MCI COMM SERVICE</b>							
<b>130077</b>							
	011115	LONG DISTANCE FOR 307-587-	01/11/2015	31.77	31.77	02/04/2015	
Total 130077:				31.77	31.77		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>MIDWEST FENCE COMPANY</b>							
<b>6650</b>	31848	SKYLINE SUBDIV PROJECT - LI	10/29/2014	341.04	341.04	02/04/2015	
Total 6650:				341.04	341.04		
<b>MUSSER, HAROLD R</b>							
<b>6970</b>	1183-1	REFUND ENCROACHMENT DE	01/21/2015	150.00	150.00	02/04/2015	
Total 6970:				150.00	150.00		
<b>NICHOLSON DIRT CONTRACTING</b>							
<b>7270</b>	10123	SNOW REMOVAL	01/06/2015	2,070.00	2,070.00	02/04/2015	
Total 7270:				2,070.00	2,070.00		
<b>NORCO, INC.</b>							
<b>128948</b>	15144760	CO2	01/13/2015	213.02	213.02	02/04/2015	
Total 128948:				213.02	213.02		
<b>OFFICE SHOP, THE</b>							
<b>7440</b>	3432	COPIER CONTRACT - SHOP	12/23/2014	34.61	34.61	02/04/2015	
	3432	COPIER CONTRACT - SHOP	12/23/2014	34.61	34.61	02/04/2015	
	3432	COPIER CONTRACT - SHOP	12/23/2014	34.62	34.62	02/04/2015	
	3432	COPIER CONTRACT - SHOP	12/23/2014	34.61	34.61	02/04/2015	
	3432	COPIER CONTRACT - SHOP	12/23/2014	34.62	34.62	02/04/2015	
	3432	COPIER CONTRACT - SHOP	12/23/2014	34.61	34.61	02/04/2015	
Total 7440:				207.68	207.68		
<b>OPATZ ELECTRIC MOTOR REPAIR</b>							
<b>7470</b>	16595	REPAIRS	12/30/2014	168.35	168.35	02/04/2015	
	16610	EQUIPMENT REPAIR	01/14/2015	32.50	32.50	02/04/2015	
Total 7470:				200.85	200.85		
<b>O'REILLY AUTOMOTIVE, INC.</b>							
<b>128494</b>	3726248951	MIRROR	12/09/2014	19.75	19.75	02/04/2015	
Total 128494:				19.75	19.75		
<b>OWEN, LEE</b>							
<b>130264</b>	14123013	REFUND UTILITY DEPOSIT	01/16/2015	101.93	101.93	02/04/2015	
Total 130264:				101.93	101.93		
<b>PARK COUNTY</b>							
<b>7670</b>	1889	LEC CONTRACT	12/25/2014	29,073.49	29,073.49	02/04/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1889	LEC UTILITIES	12/25/2014	983.94	983.94	02/04/2015	
Total 7670:				30,057.43	30,057.43		
<b>PAVEMENT MAINTENANCE INC</b>							
<b>7825</b>							
	14-305	SNOW REMOVAL CONTRACT	12/20/2014	770.00	770.00	02/04/2015	
Total 7825:				770.00	770.00		
<b>RB CONSTRUCTION, INC</b>							
<b>8410</b>							
	168-17	REFUND ENCROACHMENT DE	01/21/2015	150.00	150.00	02/04/2015	
Total 8410:				150.00	150.00		
<b>RILEY ARENA</b>							
<b>128555</b>							
	012115	LEARN TO SKATE	01/21/2015	450.00	450.00	02/04/2015	
Total 128555:				450.00	450.00		
<b>RISSELL, MARIA A</b>							
<b>130269</b>							
	4238020	REFUND UTILITY DEPOSIT	01/26/2015	66.86	66.86	02/04/2015	
Total 130269:				66.86	66.86		
<b>ROBLES, MICHELE</b>							
<b>130217</b>							
	14.2130.28	REFUND CREDIT BALANCE	01/23/2015	50.00	50.00	02/04/2015	
Total 130217:				50.00	50.00		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	012015	UTILITIES	01/20/2015	45.72	45.72	02/04/2015	
	012015	UTILITIES	01/20/2015	398.97	398.97	02/04/2015	
Total 7570:				444.69	444.69		
<b>RON'S EXXON</b>							
<b>8760</b>							
	0177266	PROPANE	12/05/2014	14.28	14.28	02/04/2015	
	0177314	PROPANE	12/08/2014	26.52	26.52	02/04/2015	
	0177422	PROPANE (LESS TAX OF \$2.04)	12/13/2014	51.00	51.00	02/04/2015	
	0177558	PROPANE	12/19/2014	29.24	29.24	02/04/2015	
	0177636	PROPANE	12/24/2014	28.22	28.22	02/04/2015	
	0177792	PROPANE	01/02/2015	24.14	24.14	02/04/2015	
	0177859	PROPANE	01/06/2015	30.26	30.26	02/04/2015	
	0177968	PROPANE	01/12/2015	27.54	27.54	02/04/2015	
Total 8760:				231.20	231.20		
<b>SITZ III, ALEX H.</b>							
<b>129379</b>							
	15568	PROFESSIONAL FEES	01/21/2015	221.90	221.90	02/04/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129379:				221.90	221.90		
<b>SKARSHAUG TESTING LAB</b>							
<b>9320</b>							
	194784	SAFETY SUPPLIES	01/09/2015	405.80	405.80	02/04/2015	
Total 9320:				405.80	405.80		
<b>SOUTHWESTERN EQUIPMENT</b>							
<b>9422</b>							
	030498	GASKET, TAILGATE W/SCREW	01/09/2015	9,700.00	9,700.00	02/04/2015	SW0020-029
	030498	BEARING, SWIVEL /45	01/09/2015	160.00	160.00	02/04/2015	SW0044-407
	030498	PIN, MAST ARM/96	01/09/2015	112.00	112.00	02/04/2015	SW0603-213
	030498	PADS, WEAR	01/09/2015	232.00	232.00	02/04/2015	SW0604-484
	030498	GASKET, TAILGATE W/SCREW	01/09/2015	234.00	234.00	02/04/2015	SW0604-207
	030498	PARTS -VEHICLE MAINT	01/09/2015	639.92	639.92	02/04/2015	
Total 9422:				11,077.92	11,077.92		
<b>SPAIN, MONIQUE</b>							
<b>130265</b>							
	15162045	REFUND UTILITY DEPOSIT	01/19/2015	63.68	63.68	02/04/2015	
Total 130265:				63.68	63.68		
<b>SUNSET HOUSE RESTAURANT</b>							
<b>9670</b>							
	STMT 01/12/15	MEETING EXPENSE	01/12/2015	597.61	597.61	02/04/2015	
Total 9670:				597.61	597.61		
<b>TOMISICH, LEVA</b>							
<b>130266</b>							
	17444019	REFUND UTILITY DEPOSIT	01/19/2015	61.65	61.65	02/04/2015	
Total 130266:				61.65	61.65		
<b>TRACY, MICHAEL AND/OR</b>							
<b>130267</b>							
	14229034	REFUND UTILITY DEPOSIT	01/13/2015	41.33	41.33	02/04/2015	
Total 130267:				41.33	41.33		
<b>V-1 PROPANE</b>							
<b>10180</b>							
	859789	PROPANE	11/07/2014	24.69	24.69	02/04/2015	
	859818	PROPANE	11/12/2014	26.97	26.97	02/04/2015	
	860111	PROPANE	01/20/2014	53.19	53.19	02/04/2015	
Total 10180:				104.85	104.85		
<b>WATCO POOLS</b>							
<b>10370</b>							
	18884	CHEMICALS	01/13/2015	1,453.81	1,453.81	02/04/2015	
	18889	POOL CHEMICALS	01/14/2015	208.22	208.22	02/04/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10370:				1,662.03	1,662.03		
<b>WAYNE'S BOOT SHOP</b>							
<b>10430</b>							
	11104	SAFETY BOOTS - FRANK CHEN	01/16/2015	180.00	180.00	02/04/2015	
Total 10430:				180.00	180.00		
<b>WCS TELECOM</b>							
<b>124746</b>							
	21727973	LONG DISTANCE	01/01/2015	134.21	134.21	02/04/2015	
Total 124746:				134.21	134.21		
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
	4060900	ST LIGHT REPAIRS	01/14/2015	765.00	765.00	02/04/2015	
	4060961	28 Xfmr 1ph 25 kVA URD 120/24	01/16/2015	1,818.56	1,818.56	02/04/2015	TRF251U12/24
	4060961	28 Xfmr 1ph 25 kVA URD 120/24	01/16/2015	1,818.56	1,818.56	02/04/2015	TRF251U12/24
	4060961	28 Xfmr 1ph 25 kVA URD 120/24	01/16/2015	1,818.56	1,818.56	02/04/2015	TRF251U12/24
	4060961	28 Xfmr 1ph 25 kVA URD 120/24	01/16/2015	7,274.24	7,274.24	02/04/2015	TRF251U12/24
Total 10605:				13,494.92	13,494.92		
Grand Totals:				267,903.51	267,947.26		

Payroll Total \$229,600.91

TOTAL \$497,548.17

## Report Criteria:

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

MEETING DATE: 2/3/2015

DEPARTMENT: PUBLIC WORKS

PREPARED BY: BERT POND

DEPT. DIR. APPROVAL: \_\_\_\_\_

CITY ADM. APPROVAL: \_\_\_\_\_

PRESENTED BY: STEVE PAYNE 

## AGENDA ITEM SUMMARY REPORT

### Assignment of LAP Power Contracts

#### SUMMARY

The Wyoming Municipal Power Agency has received the final form of the new Loveland Area Projects power contracts. The contracts will be effective beginning October of 2024 and have a duration of 30 years. The ability for the Agency to execute the contract depends on the Agency's members executing an assignment of their individual federal power allocations to the Agency to manage on the member's behalf. As our all-requirements power provider, the Agency blends the federal LAP allocations with the power generated from Dry Fork Station and the Laramie River Station to provide power to the member communities.

#### FISCAL IMPACT

The fiscal impact of this assignment is in the Agency's ability to mix the federal LAP resources in with our coal-fired resources to provide power to the member towns at the lowest possible cost.

#### ALTERNATIVES

There is no real alternative to making this assignment to the Agency as without doing so, the Agency will not be able to execute the Loveland Area Projects power contracts without the assignments from all member communities. There is also no risk for making the assignments as the LAP allocations will automatically revert to the member communities if the Agency were to dissolve for some reason. There is no risk to the City of Cody of losing the federal allocation.

#### RECOMMENDATION

It is the recommendation of the Public Works Department that the City Council authorize the City to sign the agreement granting WMPA the power to execute the Federal LAP contracts and to pass a resolution authorizing the Agency to execute those contracts. Copies of the two documents required are included with this memo.

#### ATTACHMENTS

Loveland Area Projects Firm Electric Service Allocation Assignment Agreement  
City of Cody Assignment Resolution

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



## MEMO

**TO:** City Clerks  
**FROM:** Karen Titchener  
**RE:** Enclosed Power Contracts  
**DATE:** January 16, 2015

Please type or print the required information on the three contracts enclosed, sign, and return all three to WMPA. Following execution by the Agency and Western, we will then return a finalized document to you for your records. I am enclosing a stamped return envelope for your use.

Feel free to contact us with any questions.

Thanks,

Karen

Enclosures

# Memo

**To:** Member Systems  
**From:** Larry LaMaack *LL*  
Executive Director  
**Date:** 1/15/2015  
**Re:** Assignment of Loveland Area Projects Firm Electric Service Allocation

---

A packet of documents is enclosed with this cover memo to accomplish the assignment of your (Allottee) post-2025 Loveland Area Projects Firm Electric Service allocation to the Wyoming Municipal Power Agency (Assignee). This action is required so that the Agency may execute a consolidated contract with Western Area Power Administration (Western) and continue to use federal hydropower to meet our member's electric needs. I understand this is a rather unique exercise, but it is very important that you accomplish in a timely manner for the following reasons:

1. The Agency has had a consolidated delivery contract, using your original hydropower allocation from Western, for the last thirty five years. This set of documents has been requested by Western for their internal needs and does not change the way we have operated since the inception of the Agency. You are not being asked to do something new, only reaffirm the existing and historic relationship.
2. In the power contract your community executed with the Agency back in 2005, the need for an assignment of federal hydropower allocations was anticipated, addressed, and agreed to.
3. It has always been a principle in our relationship with our members that, if something should cause the Agency to cease to exist, the original federal hydropower allocations the Agency administers on their behalf would return to them. This Assignment process makes that very clear and indisputable; it is a protection and clarification of our member's interest in the Agency.
4. Federal hydropower is a valuable component of our power supply program. These contracts and assignments will give us certainty of supply until the year 2054! It is important the assignment be made and that the Agency executes the federal contract as soon as possible, before outside influences can disrupt the contracting process.

Your representative to the Board of Directors has been kept apprised of the need to enter into a formal assignment agreement and is a great resource should you have any questions concerning the need for this action, or the process for completing the agreement. Please do not hesitate to contact me (307-334-2170) with additional questions or issues. Feel free to contact Bob Langenberger (970-461-7481) at Western, if you believe that would be helpful. Thank you for your assistance!



**Department of Energy**  
Western Area Power Administration  
Rocky Mountain Customer Service Region  
P.O. Box 3700  
Loveland, CO 80539-3003

JAN 09 2015

To All Original Allocation Holders of Western Area Power Administration Loveland Area Projects Firm Electric Service Allocations:

You are receiving this information because your utility is an Original Allocation Holder of a Western Area Power Administration (Western) Loveland Area Projects (LAP) Allocation under the provisions of the LAP Post-1989 General Power Marketing and Allocation Criteria (Marketing Plan). You have assigned your current LAP Allocation to Wyoming Municipal Power Agency (WMPA) and Western has entered into a Firm Electric Service (FES) contract with WMPA to facilitate the delivery of your LAP Allocation and its associated benefits on your behalf.

Western's current LAP FES Contracts expire at the end of the calendar day on September 30, 2024. However, on December 30, 2013, Western published the final notice of the LAP – 2025 Power Marketing Initiative (2025 PMI). The 2025 PMI extends the current Marketing Plan, with amendments to certain marketing plan principles, and enables Western to extend Western's commitment of the LAP resource for a 30-year period beginning October 1, 2024, and continuing through September 30, 2054 (2025 PMI Contract Period).

WMPA is willing to continue contracting with Western on behalf of its members and Western is willing to continue contracting with a single agent to furnish firm electric service from LAP for WMPA's members within the marketing area defined in the Marketing Plan. Therefore, Western would like to enter into a new FES contract with WMPA to facilitate the delivery of your LAP allocation for the 2025 PMI Contract Period.

Western also desires to enter into a new three-party agreement with your utility and WMPA for the continued assignment of your LAP allocation to WMPA for the 2025 PMI Contract Period. The attached Loveland Area Projects – 2025 Power Marketing Initiative Firm Electric Service Allocation Assignment Agreement (Assignment Agreement) defines the terms and conditions of your continued LAP allocation assignment to WMPA for the 2025 PMI Contract Period.

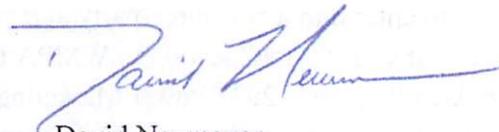
The Assignment Agreement is attached as a fill-in form. Please take the following steps towards executing the Assignment Agreement:

- Open the Assignment Agreement using Adobe Reader.
- Complete the Original Allocation Holder ("Allottee") section on page 1 of the Assignment Agreement.

- Fill in your information on the Resolution page of the Assignment Agreement.
- Print three (3) originals of the Assignment Agreement for signature.
- Have your City Council adopt the Resolution and have your City Clerk sign and date the Resolution certifying it has been passed and adopted.
- Have the appropriate official complete and sign the Allottee portion of the signature page on page 4 of the Assignment Agreement for all three (3) originals.
- Send all three (3) signed originals to WMPA.
  - WMPA will complete the Certificate section of the agreement and sign all three (3) originals.
  - WMPA will send the three (3) originals to Western.
- Upon receipt, Western will sign all three (3) originals and return one (1) executed original to you and one executed original to WMPA for your records.
- Upon completion of an Assignment Agreement with WMPA and each of its LAP participating members, Western will enter into a new LAP FES contract with WMPA for the 2025 PMI Contract Period.

If you have any questions, please contact Bob Langenberger via phone at (970) 461-7481 or via e-mail at [langenberger@wapa.gov](mailto:langenberger@wapa.gov).

Sincerely,



David Neumayer  
Vice President of Power Marketing  
Rocky Mountain Region

**Western Area Power Administration  
Rocky Mountain Region (RMR)  
Loveland Area Projects – 2025 Power Marketing Initiative  
Firm Electric Service Allocation Assignment Agreement**

**AGREEMENT NUMBER AND EFFECTIVE DATE: (To be completed and assigned by Western)**

<b>Agreement No.</b>		<b>Effective Date:</b>	
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**ORIGINAL ALLOCATION HOLDER ("ALLOTTEE"): (To be completed by ALLOTTEE)**

<b>Company/Municipality Name:</b>			
<b>Type of Organization:</b>			
<b>Street Address:</b>		<b>Point of Contact:</b>	
<b>City:</b>		<b>Title:</b>	
<b>State:</b>		<b>Office Phone Number:</b>	
<b>Zip:</b>		<b>Cell Phone Number:</b>	
<b>State Formed/Organized Under:</b>		<b>E-mail:</b>	

**ASSIGNED ALLOCATION HOLDER ("ASSIGNEE"): (To be completed by ASSIGNEE)**

<b>Company Name:</b>		Wyoming Municipal Power Agency	
<b>Type of Organization:</b>		Joint Action Agency	
<b>Street Address:</b>	4041 U.S. Highway 20, P.O. Box 900	<b>Point of Contact:</b>	Larry E. LaMaack
<b>City:</b>	Lusk	<b>Title:</b>	Executive Director
<b>State:</b>	Wyoming	<b>Office Phone Number:</b>	307-334-2170
<b>Zip:</b>	82225-0900	<b>Cell Phone Number:</b>	307-340-0603
<b>State Formed/Organized Under:</b>	Wyoming	<b>E-mail:</b>	llamaack@wmpa.org

**RELATIONSHIP OF ALLOTTEE TO ASSIGNEE: (To be Completed by ASSIGNEE)**

Allottee is an all requirements customer/member of Assignee.
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- PREAMBLE:** This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called "Western," represented by the officer executing this Agreement or a duly appointed successor; ALLOTTEE; and ASSIGNEE, hereinafter sometimes collectively called the Parties.

## **2. EXPLANATORY RECITALS:**

- 2.1 Western has allocated Federal hydropower capacity and energy from the Loveland Area Projects (LAP) under the provisions of the Post-1989 General Power Marketing and Allocation Criteria as supplemented, extended, and amended (Marketing Plan).**
- 2.2 ALLOTTEE met the general eligibility criteria for an entity receiving an allocation and has been allotted a LAP Allocation under the Marketing Plan.**
- 2.3 ALLOTTEE and ASSIGNEE requested that Western assign ALLOTTEE's LAP Allocation to ASSIGNEE. Western approved the ALLOTTEE's LAP Allocation assignment to ASSIGNEE, under the condition that the ALLOTTEE's LAP Allocation shall revert back to the ALLOTTEE at the ALLOTTEE's sole request.**
- 2.4 ASSIGNEE and Western have a current LAP Firm Electric Service Contract, which includes the ALLOTTEE's existing LAP Allocation.**
- 2.5 Western published the Final LAP 2025 Power Marketing Initiative (2025 PMI) in the Federal Register on December 30, 2013 (78 FR 79444). The 2025 PMI extends the Marketing Plan through September 30, 2054, and amends several Marketing Plan principles.**
- 2.6 Western's current LAP Firm Electric Service Contracts expire at the end of the calendar day on September 30, 2024, and new contracts must be executed to provide continued service after the current contracts expire. ASSIGNEE will execute a new LAP Firm Electric Service Contract with Western for the period beginning October 1, 2024, through the end of the calendar day on September 30, 2054 (the 2025 PMI Contract).**
- 2.7 Western, ALLOTTEE, and ASSIGNEE would like to continue the assignment of ALLOTTEE's LAP Allocation to ASSIGNEE for inclusion in ASSIGNEE's 2025 PMI Contract.**

## **3. AGREEMENT:**

- 3.1 ALLOTTEE assigns to ASSIGNEE, pursuant to the terms of this Agreement, ALLOTTEE'S LAP Allocation in effect as of October 1, 2024, as adjusted by the provisions of the Marketing Plan (2025 PMI Allocation).**
- 3.2 Western and ASSIGNEE will incorporate ALLOTTEE's 2025 PMI Allocation and this Agreement into the ASSIGNEE's 2025 PMI Contract.**
- 3.3 ASSIGNEE further represents any agreement between ASSIGNEE and ALLOTTEE related to the 2025 PMI Allocation will be consistent with the terms of the 2025 PMI Contract and this Agreement, and specifically shall include the substance of the provisions in Sections 3 and 4 of this Agreement. To the extent any such agreement conflicts with the 2025 PMI Contract or this Agreement, the 2025 PMI Contract shall control, then this Agreement, and last, any agreement between ASSIGNEE and ALLOTTEE.**

**3.4 Termination of this Agreement:**

**3.4.1** The ALLOTTEE may unilaterally terminate this Agreement by giving Western and the ASSIGNEE written notice of its intent to do so at least One Hundred Eighty (180) calendar days prior to the effective date of the termination.

**3.4.2** This Agreement may be terminated by written agreement of ALLOTTEE, ASSIGNEE, and Western.

**3.4.3** In the event ASSIGNEE's 2025 PMI Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of the ASSIGNEE's 2025 PMI Contract. ASSIGNEE will notify ALLOTTEE if the ASSIGNEE'S 2025 PMI Contract has terminated.

**3.4.4** In the event of termination of this Agreement:

**3.4.4.1** ALLOTTEE will provide written notice to Western of its desire to do one of the following:  
(a) execute a 2025 PMI Contract or (b) assign its 2025 PMI Allocation to another ASSIGNEE, or  
(c) take such other action allowed by Western. Any action ALLOTTEE requests must meet the requirements of the Marketing Plan and is subject to written approval by Western.

**3.4.4.2** Western will confirm ALLOTTEE's firm electric service allocation as adjusted by the Marketing Plan.

**3.4.4.3** Upon termination of this Agreement pursuant to Section 3.4.1 or 3.4.2 of this Agreement, the ASSIGNEE agrees that its 2025 PMI Contract will be modified to reflect the termination of the assignment of ALLOTTEE'S 2025 PMI Allocation.

**3.5** This Agreement only covers the assignment of ALLOTTEE's 2025 PMI Allocation beginning October 1, 2024. For issues related to any assignment of ALLOTTEE's LAP Allocation in effect for the time period prior to October 1, 2024, ALLOTTEE should refer to the applicable assignment documents and LAP Firm Electric Service Contract for that time period. If ALLOTTEE, however, terminates all or part of its LAP Allocation or 2025 PMI Allocation prior to October 1, 2024, such termination shall result in a modification or termination of this Agreement, whichever is applicable. Notwithstanding the above, all Parties agree that any prior LAP Allocation assignment dealing with the ALLOTTEE's LAP Allocation, including any between ALLOTTEE and ASSIGNEE, terminates at the end of the calendar day on September 30, 2024, if not otherwise terminated prior to that date.

**4. TERM OF AGREEMENT:** This Agreement will become effective upon execution by the Parties, and will terminate at the end of the calendar day on September 30, 2054; Provided, That this Agreement may terminate under the earlier provisions set forth in Section 3.4 of this Agreement.

**5. GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to each the ALLOTTEE and ASSIGNEE.

6. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

**ALLOTTEE:**

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

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

Signature: \_\_\_\_\_

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

**ASSIGNEE:**

Name: Larry E. LaMaack \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Signature: \_\_\_\_\_

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

**WESTERN AREA POWER ADMINISTRATION:**

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

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

Signature: \_\_\_\_\_

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

MEETING DATE:	FEBRUARY 3, 2015
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

**AGENDA ITEM SUMMARY REPORT**  
**Wyoming Department of Transportation Form E-115A Water Agreement**

**ACTION:**

Authorize the Mayor to sign the attached Form E-115A agreement to sell 350,000 gallons of water to the Wyoming Department of Transportation at the price of \$5.20/1000 gallons.

**BACKGROUND:**

The Wyoming Department of Transportation (WYDOT) is in the process of finalizing plans and specifications associated with the planned improvements to US Highway 14/16. The area of planned construction activity is from 9<sup>th</sup> Street west along Sheridan Ave., thence South along 8<sup>th</sup> Street and thence west again along Yellowstone Ave. to the East end of the Sulphur Creek Bridge. Planned construction includes a mill and overlay, and ADA retrofit (ramps) to all intersections.

The project will require asphalt plant mix to be made and WYDOT has an agreement with the Stampede Board for materials from their pit. They need a water source however, and the 350,000 gallons of water needed for the project is proposed to be withdrawn from a fire hydrant.

The Cody City code, Section 8-2-40 Schedule of Rates and Charges, states in part the following:

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

While this is not technically a City project, it is a project within the municipal bounds and is proposed by State Agency. In addition, the State is working closely with the City of Cody to help finance some of the required relocations of utilities as a part of the project.

Our construction water fee of \$7.22/1000 gallons was set up to account for individuals who do not pay base fees or operation and maintenance fees associated with the water system.

Staff recommends that we allow WYDOT to take water from the City System at the \$5.22/1000 gallons rate which is double our normally charged rate for water, but less than the typical \$7.22/1000 gallon construction water rate. This reduction will result in a savings of about \$700 and will foster continued good working relationship with the State.

**ALTERNATIVES**

1. Authorize as presented

**RECOMMENDATION**

Staff recommends the Council authorizes the Mayor to sign the attached Water Agreement For that sells waster to the State of Wyoming for this one project at \$5.22/1000 gallons.

**ATTACHMENTS**

Agreement

**AGENDA & SUMMARY REPORT TO:**

N/A

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

WYOMING DEPARTMENT OF TRANSPORTATION

ADDRESS

CITY

WYOMING

ZIP CODE

TELEPHONE

MESSAGE

TO [ Steve Payne ]  
Public Works Director  
[ City of Cody ]

SUBJECT W311090  
Cody Streets  
DATE

- Attached is a water agreement for the above project. Please fill in the payment under item #5. Have the mayor sign Appropriator/owner and please also have the last page signed and notarized and return the agreement to me. Thanks for your help.

BY Todd Fuent

REPLY

DATE

SIGNED



4. That WYDOT agrees to furnish one (1) copy of a sketch map or any other map necessary for transmittal with this agreement showing the WYDOT proposed general layout of diversion system, and the proposed point of use. The items to be depicted on said map shall be shown with reasonable accuracy within the proper legal subdivision, section, township, and range.

5. For and in consideration of the water to be furnished under the terms of this agreement, WYDOT agrees that appropriator shall receive in payment thereof \_\_\_\_\_ cents per thousand gallons, the quantity being determined according to the methods prescribed in the current edition of the SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, adopted by WYDOT, the foregoing to be full consideration for this agreement and paid or performed by WYDOT at its sole cost and expense.

6. This agreement shall be in existence and binding upon the parties thereto for a term of (length of time) \_\_\_\_\_  
2 years from and after the date of approval by the State Engineer or until such time as the total amount of water contracted for has been supplied, whichever occurs first, but in no event shall exceed a period of three years.

7. The Owner agrees, upon termination of this agreement and/or by abandonment of the property hereinabove described, to assume full responsibility for the condition of such property, and further agrees to hold WYDOT harmless from any and all claims by or liability to third parties arising after the termination of the Agreement and/or abandonment of the property by WYDOT.

9. WYDOT shall have the right of ingress and egress to and upon the Owner's property at all times, and the right to place, install, and maintain thereon such equipment, pipelines, and apparatus as in the judgment of WYDOT are reasonable necessary for the purpose of exercising any and all of WYDOT's rights herein granted and further right to enter upon such property to remove any such equipment and apparatus placed thereon.

10. It is further agreed by and between the parties hereto, that WYDOT shall have the right to use such land of the Owner necessary for a haul road if such water is moved by tank truck. The location of such road shall be mutually located by the parties hereto and shall be used for the stated purpose only. Owner is to be paid the additional sum of \$ 0.00 for use of said road and as complete satisfaction for all damages anticipated as usual or expected due to such use.

11. It is the intent of the parties hereto that the purpose of this Agreement is for the benefit of the parties hereto and any contractor working under a valid contract with WYDOT that requires water for the fulfillment of its contract. All rights, uses and privileges enumerated herein shall extend to and be utilized by said contractor.

IT IS DEFINITELY UNDERSTOOD AND AGREED TO BY THE PARTIES HERETON THAT THE DEPARTMENT IN NO WAY GURANTEES OR ASSURES THE OWNER THAT ANY WATER WILL BE TAKEN FROM THE APPROPRIATION; THAT ROYALTY PAYMENT TO THE OWNER WILL BE MADE ONLY OF WATER IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

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**Contact Information**

**USER:**

Signature	
Title	Resident Engineer, WYDOT
Printed Name	Todd Frost
Mailing Address	P.O. Box 278, Cody, WY 82414
Phone-Cell	307-272-3341
Phone-Bus.	307-587-2220
Phone-Hm.	307-587-8985
e-mail	Todd.Frost@wyo.gov

**Appropriator:/Owner:**

Signature	
Title	
Printed Name	City of Cody
Mailing Address	1338 Rumsey Avenue, Cody WY 82414
Phone-Cell	
Phone-Bus.	
Phone-Hm.	
e-mail	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

\_\_\_\_\_  
City of Cody  
OWNER

State of \_\_\_\_\_ ss:  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

Witness my hand and official seal.

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

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
WYOMING DEPARTMENT OF TRANSPORTATION

Approved:

\_\_\_\_\_  
State Engineer of Wyoming

\_\_\_\_\_  
Date

**INSTRUCTIONS**  
**Form E-115A**  
**WATER AGREEMENT**

1. This form is to be used for Agreements involving City, County or other agency water un-adjudicated ownership.
2. All locations required to be given under this Agreement shall be described by legal subdivision, section, township, and range.
3. The legal description indicated in Section 1 is to be the sections, townships and ranges owned by the water owner and traversed by the water line or haul road as the case may be from the source of water as far as the Owner's land extends
4. The sketch map furnished should show the location of the ditch, pipeline or reservoir, the location of the source of supply, the location of the point of diversion, the location of the area of use, and a brief narrative giving a general description of the proposed operation.
5. WYDOT will prepare one (1) copy of this Agreement. Upon execution, a copy supplied the Owner.
6. Required size of sketch map is 8 1/2" x 11" or multiples thereof.
7. When applicable, the signatures of Owner or Co-Owners are required on the appropriation.

N311090  
CODY STREETS  
8TH ST AND  
SHERIDAN AVE.

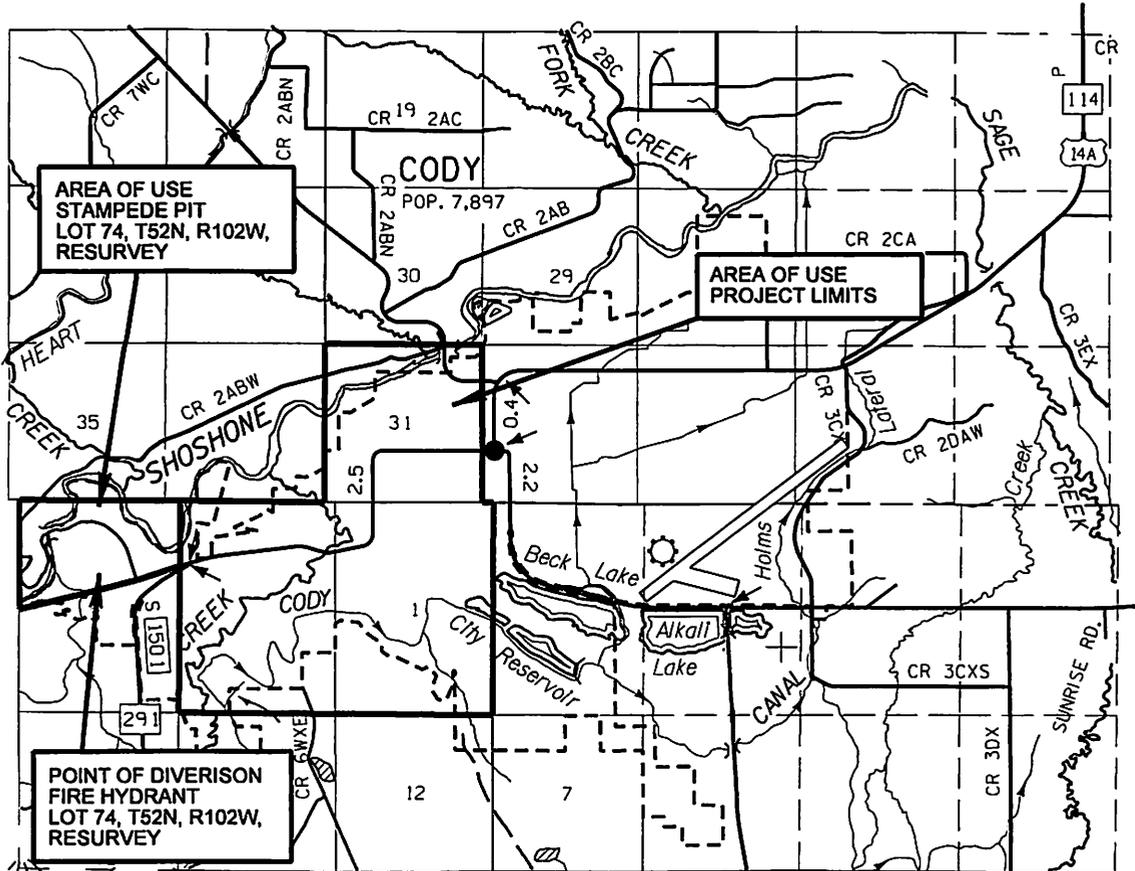
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# City of Cody Agenda Request Form

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

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 DON FOSTE JR.

Organization Represented 17<sup>th</sup> Cody Ice Climbing Festival

Date you wish to appear before the Council TUESDAY FEB. 3<sup>rd</sup>, 2015

Mailing Address 754 YELLOWSTONE AVE Telephone 899-9937

E-Mail Address donfoote@southforkice.com

Preferred form of contact: Telephone  E-Mail

Names of all individuals who will speak on this topic DON FOSTE JR.

Event Title (if applicable) CHAIRMAN DON FOSTE JR.

Date(s) of Event (if applicable) SATURDAY FEB. 14, 2015

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) PERMISSION TO USE WEST PARKING LOT OF CODY AUDITORIUM FOR OUTSIDE EVENT OPEN CONTAINER FROM 7PM-10PM 02-14-2015

Which City employee(s) have you spoken to about this issue? JESSICA & MIKE FINK

Signature Donfootejr. Date 1-28-15

MEETING DATE: 2/3/15  
DEPARTMENT: FACILITIES  
. PREPARED BY: CINDY BAKER  
DEPT. DIR. APPROVAL: 1/28/15  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: RICK MANCHESTER/MIKE FINK

## **AGENDA ITEM SUMMARY REPORT**

### **2015 Cody Ice Climbing Festival**

#### **BACKGROUND**

The Cody Ice Climbing Festival has been held in the Cody area for the past 16 years, featuring a variety of events, activities and fundraisers.

#### **SUMMARY**

The Cody Ice Climbing Festival will be holding their 17<sup>th</sup> annual event featuring a variety of events, activities and fundraisers. This year this event is expanding to include an obstacle course on the lawn of the Elks Lodge, and as such, the organizers will be utilizing the west parking lot of the City Auditorium for spectators. A Malt Beverage permit would be obtained and malt beverages dispensed inside the Auditorium to individuals 21 years and older, however the organizers would like the spectators to have to option of taking these beverages outside as they view the participants on the obstacle course.

Per Cody Ordinance 3-8; Open Container on public streets, school grounds, parks, etc. the Council can consider approving an open container permit for the parking lot area. This portion of the Festival would be held on Saturday, February 14, 2015 and the organizers are requesting the open container permit for the time period of 7:00 p.m. – 10:00 p.m.

#### **FISCAL IMPACT**

- Fiscal impact, if any, will be minimal:
  - Parking Lot are will be cleaned by the event organizers following the event.
  - Trash will be picked up and collected by event organizers and disposed of properly following the event.

#### **ALTERNATIVES**

- None

#### **RECOMMENDATION**

Staff recommends the event be approved with the following conditions:

1. Event organizers will erect an orange perimeter snow fence around the event area.

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

2. Event organizers and/or security staff will monitor participants and not allow persons with open containers outside the approved event area.
3. Event organizers and/or security staff will monitor participants to insure that persons under the age of 21 are not consuming alcohol during the event.
4. Wrist bands will be issued to those persons 21 years of age and older for the purpose of consuming alcohol.
5. Signs will be posted around the perimeter advising “No alcohol beyond this point”.

**ATTACHMENTS**

1. City of Cody Agenda Request Form

**AGENDA & SUMMARY REPORT TO:**

Don Foote Jr

MEETING DATE: FEBRUARY 3, 2015  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: ANNALEA AVERY  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: CODY CUPBOARD

## **AGENDA ITEM SUMMARY REPORT**

### **CODY CUPBOARD EXPANSION PROJECT**

#### **ACTION:**

Staff requests that the Mayor and Council authorize staff to submit an application for a Community Development Block Grant through the Wyoming Business Council to provide funding to support community facilities by renovating a City of Cody building located at 602 15<sup>th</sup> Street in Cody, Wyoming allowing relocation of the Cody Cupboard. The total grant amount requested is \$375,001.92.

#### **SUMMARY:**

City of Cody and Cody Cupboard are completing a grant application for a Community Development Block Grant through the Wyoming Business Council in hopes of renovating the old recycling center to accommodate relocation of the Cody Cupboard. Not only would this relocation allow the Cody Cupboard to be physically closer to the population of citizens that they serve, it would also assist in preventing and eliminating slum or blight to the city by making use of the old recycling center which is currently sitting empty and unused. The City of Cody would continue to utilize the ramps and loading dock on the outside rear of the building to facilitate recycling efforts. This would in no way hamper the Cody Cupboard's operation within the building.

#### **FISCAL IMPACT**

The project would be funded through a Grant from the Wyoming Business Council and would require a local match of 15% (\$38, 332.35) which could be met with an in-kind contribution of the building located at 602 15<sup>th</sup> St, value totaling \$100,000. The total grant amount requested would be \$375,001.92

#### **ALTERNATIVES**

1. Award the application to be submitted
2. Reject the application

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council authorize staff to submit the grant application in hopes supporting community facilities that allow for relocation of the Cody Cupboard.

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

Wyoming Business Council  
Cody Cupboard

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

**RESOLUTION NO. 2015-02**

**A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL-BUSINESS READY COMMUNITIES PROGRAM FOR A COMMUNITY DEVELOPMENT BLOCK GRANT.**

**FOR THE PURPOSE OF:** The support of community facilities by renovating an existing City of Cody building located at 602 15<sup>th</sup> St, Cody, WY 82414 to accommodate relocation of The Cody Cupboard. The project will be completed in cooperation with The Cody Cupboard.

WITNESSETH

**WHEREAS**, the Governing Body for the City of Cody, Wyoming desires to participate in the Wyoming Business Council – Community Development Block Grant Program to assist in financing this project, and;

**WHEREAS**, the Governing Body of the City of Cody, Wyoming recognizes that this project will provide community facilities and renovation that will aid in the safety and comfort of community residents and Cody Cupboard volunteers in supporting the organizations mission to reduce hunger in the Cody area ,and;

**WHEREAS**, the Wyoming Business Council Business Ready Communities Program requires that certain criteria be met, as described in the Wyoming Business Council’s Rules governing the program, and to the best of our knowledge this application will meet those criteria; and

**WHEREAS**, the Governing Body of the City of Cody, Wyoming plans to match the requested Business Committed Grant Program through an In-Kind match contribution consisting of the building located at 602 15<sup>th</sup> St, Cody, WY 82414, and;

**WHEREAS**, the Governing Body of the City of Cody, Wyoming understand the state statutes regarding contracts for public improvements and agrees to follow state procurement standards inclusive of W.S. § 115-1-113 and W.S. § 16-6-1001 et seq.; and

**WHEREAS**, the City of Cody held a public hearing on February 3, 2015 and gave full consideration to all comments received;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING** that a grant application in the amount of \$375,001.92 be submitted to the Wyoming Business Council for consideration of assistance in funding the costs associated with the implementation of this project.

PASSED, APPROVED AND ADOPTED THIS 3rd day of February 2015.

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

Attest:

\_\_\_\_\_  
Cindy Baker, Administrative Services Officer



CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

Prepared: January 29, 2015
Cody, Wyoming

I. OFFER TO PURCHASE dated January 29, 2015, from City of Cody, a Municipal Corporation

("Buyer"), to Wilder Enterprises, a Wyoming General Partnership

("Seller"). Subject to the provisions of this offer, if accepted by Seller, Buyer agrees to buy and Seller agrees to sell the following described real estate situate in the City or Town of Cody, County of Park, Wyoming, commonly known as 1374 Rumsey Avenue Cody, Wyoming

and more particularly described as: Lot 3 and Lot 4, Block 9, Original Town (now City) of Cody, Park County, Wyoming

with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and including all personal property described herein (hereinafter "Property").

II. EARNEST MONEY. Buyer delivers \$ in the form of

to Broker working with the Buyer, (Selling Brokerage Firm Name), (select one):

herewith, which Broker working with the Buyer acknowledges having received, or no later than hours after mutual acceptance hereof (said funds to be delivered to Listing Brokerage Firm or Closing Agent by the close of the next banking day from receipt of Buyer (if funds are sent directly to closing agent, Broker working with Buyer shall send notice to Listing Brokerage Firm concurrent with such transfer). Listing Brokerage Firm, shall deposit such funds (in its trust account) or (in an appropriate trust account with as Closing Agent). The deposit by Listing Brokerage Firm shall be completed by the close of the next banking day following its receipt from Broker working with the Buyer, or from Buyer, and shall retain such funds in such account. If the earnest money deposit is not received as described in this section, this contract shall be void. Listing Brokerage Firm or Closing Agent shall not disburse such deposit until funds have cleared the bank(s) and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing regarding disbursement of such funds.

III. PURCHASE TERMS. Buyer agrees to buy the above-described property upon the following terms and conditions and for a purchase price of (\$ 150,000.00 )

One Hundred Fifty Thousand

Dollars payable as follows:

- \$ earnest money deposit; and at least
\$ by obtaining a new loan (per Section IV A); and/or
\$ assumption; and/or
\$ note and mortgage to Seller (see Section XIV Additional Provisions for terms); and/or
\$ (other) ;
\$ 150,000.00 (approximate) balance of purchase price to be paid in collected or immediately available funds acceptable to the closing firm.

39 **IV. LOAN TERMS.**

40 ~~A. If a new loan is to be obtained, describe and add special terms, if any; Loan type/terms~~

41 ~~Said loan to be amortized for a period of \_\_\_\_\_ years at an initial interest rate not to exceed \_\_\_\_\_ %~~  
42 ~~per annum resulting in initial  (annual)  (monthly) (select one) payments of principal and interest of~~  
43 ~~approximately \$ \_\_\_\_\_.~~

- 44 ~~1. Loan discount points required by Lender, if any, shall be paid at closing and shall not exceed \_\_\_\_\_ %~~  
45 ~~of the total loan amount. The first (1, 2, etc.) \_\_\_\_\_ loan discount point(s) shall be paid by~~  
46 ~~\_\_\_\_\_, and the balance, if any, shall be paid by~~  
47 ~~\_\_\_\_\_. Any discount points to be paid by~~  
48 ~~Seller as set forth above shall not be used for the origination fee, closing costs, reserves, or any other costs.~~
- 49 ~~2. If Buyer agrees to accept and can qualify for terms other than the above, the approval of Seller shall not be~~  
50 ~~required, provided Seller incurs no additional expense as a result thereof.~~

51 ~~B. If an existing mortgage is to be assumed by Buyer:~~

- 52 ~~1. All mortgage payments shall be current at date of closing; approximate mortgage balance is~~  
53 ~~\$ \_\_\_\_\_.~~
- 54 ~~2. The mortgage interest shall be prorated through the date of closing;~~
- 55 ~~3. The insurance shall not be assigned. Buyer shall provide, at Buyer's expense, an insurance binder for not less~~  
56 ~~than the replacement cost at closing;~~
- 57 ~~4. Buyer shall reimburse Seller at closing for reserves such as taxes and insurance, if any;~~
- 58 ~~5. Qualification by Buyer  (IS)  (IS NOT) (select one) required;~~
- 59 ~~6. Seller  (SHALL)  (SHALL NOT) (select one) permit assumption without release of liability;~~
- 60 ~~7. Buyer shall pay:~~
- 61 ~~a. Lender's normal assumption fee but not to exceed \$ \_\_\_\_\_; and~~
- 62 ~~b. A  (FIXED)  (VARIABLE) (select one) interest rate not to exceed \_\_\_\_\_ % per annum as of~~  
63 ~~date of assumption.~~

64 ~~C. If Buyer is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing~~  
65 ~~loan is not to be released at closing, this contract is conditional upon Seller's approval of Buyer's financial ability and~~  
66 ~~creditworthiness which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall supply~~  
67 ~~to Seller on or before \_\_\_\_\_,  a.m./  p.m. at Buyer's expense, information and~~  
68 ~~documents concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify~~  
69 ~~Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be~~  
70 ~~held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; and (4) if~~  
71 ~~Seller does not provide written notice of Seller's disapproval to Buyer on or before~~  
72 ~~\_\_\_\_\_,  a.m./  p.m. then Seller waives this condition. If Seller~~  
73 ~~does provide written notice of disapproval to Buyer on or before said date, this contract shall terminate. If the~~  
74 ~~contract terminates pursuant to this clause, the earnest money deposit receipted for above shall be returned to Buyer~~  
75 ~~subject to the requirements of Section II above.~~

76 **V. LOAN APPLICATION.** ~~If a new loan is to be applied for or the existing loan is to be assumed by Buyer, Buyer agrees to:~~

- 77 ~~A. Complete and tender the loan or assumption application to lender within \_\_\_\_\_ banking days following Seller's~~  
78 ~~acceptance of this offer. If applicable, Buyer also agrees to cooperate with lender and complete any required steps in~~  
79 ~~conjunction with a credit report and appraisal.~~
- 80 ~~B. Buyer shall provide a pre qualification letter by the close of business day on \_\_\_\_\_ (Date).~~  
81 ~~"Pre Qualification" means that a loan application has been made, and a preliminary loan commitment has been~~  
82 ~~obtained from a Wyoming licensed mortgage lender/broker or a person or agency listed in W.S. § 40-23-105 who~~  
83 ~~states that a Credit Report has been obtained and reviewed. Furthermore, the letter must state that on the basis of this~~  
84 ~~review, the mortgage financing for the amount described in Sections III and IV above sufficient to purchase the~~  
85 ~~property should be available.~~
- 86 ~~C. Complete and promptly tender to Lender any and all documents and other information required to process the~~  
87 ~~application;~~
- 88 ~~D. Not withdraw the assumption or loan application or intentionally cause any change in circumstances which would~~  
89 ~~prejudice such application;~~
- 90 ~~E. In the event that Buyer, after having complied with the requirements set forth in Section V, A through D above, fails~~  
91 ~~to qualify for such financing and provides Seller with a written letter of declination by Lender, this Contract shall be~~  
92 ~~voidable at the option of Buyer or Seller, by providing notice to the other party. If voided by Buyer or Seller pursuant~~  
93 ~~to this clause, the earnest money deposit receipted for above shall be returned to Buyer subject to the requirements of~~

94 Section II above and this Contract shall terminate.

95 VI. CLOSING COSTS.

96 A. Buyer shall pay the following loan and closing costs in cash or certified funds at closing, ~~or on the date specified by~~  
97 lender:

- 98 ~~1. Loan origination fee, discount points, credit report, survey, appraisal, certificate of location, if required,~~
- 99 ~~inspections and/or certification;~~
- 100 ~~2. Any other costs of securing financing;~~
- 101 ~~3. Any prepaid tax and/or insurance;~~
- 102 4. Recording fees for warranty deed and mortgage;
- 103 ~~5. Fees for the title insurance policy as described in Section VIII B below, including fees for extended lien and~~
- 104 ~~survey coverage if requested by Buyer; and~~
- 105 ~~6. Other:~~

106 B. Seller shall pay the following additional closing costs in cash or certified funds at closing:

- 107 1. Recording fee for any mortgage releases, deed preparation and Owner's title insurance policy as stated in Section
- 108 VIII B below;
- 109 2. Any cost of repairs Seller agrees to pay in Section XI B below;
- 110 3. ~~Other:~~

111 Closing firm's fee shall be paid by  (Buyer)  (Seller) (select applicable):

112 C. Split equally between Seller and Buyer(not to exceed \$250.00) .

113 D. General taxes for the year of closing based on the most recent assessment, ~~personal property taxes, prepaid rents,~~  
114 ~~water rents, sewer rents, association fees, dues or assessments, and interest on encumbrances,~~ if any and if  
115 applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed to  
116 the extent due and payable on or before closing shall be paid by Seller. ~~Any such installments becoming due after~~  
117 ~~closing shall be paid by the Buyer in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ for a~~  
118 ~~period of \_\_\_\_\_ .~~

119 E. Any unreleased judgments, liens, or other encumbrances affecting all property included in the purchase price and  
120 required to be paid, shall be paid by Closing Agent from the proceeds of this transaction, or paid by the responsible  
121 party in cash or certified funds at time of closing.

122 VII. ITEMS INCLUDED IN PURCHASE PRICE. (Check items included)

123 A. Price shall include all fixtures currently on premises, including but not limited to,  all lighting,  heating  
124  plumbing fixtures,  all outdoor plants,  air conditioning,  ventilating fixtures,  evaporative coolers,  built-  
125 in appliances,  permanently attached floor coverings,  storm windows,  doors,  screens,  garage door openers,  
126  controls,  smoke/fire detection devices,  curtain and drapery rods,  attached TV antennas,  TV satellite  
127 dish,  antenna,  controls,  attached mirrors,  awnings,  water softeners (if owned by Seller),  propane  
128 tanks (if owned by Seller),  heating stoves,  fireplace inserts, and

129 PROVIDED, HOWEVER, that the following fixtures of a permanent nature are to be EXCLUDED from the sale:  
None

130 Seller agrees to remove all such excluded fixtures in a workmanlike manner without causing damage to the premises,  
131 on or before the date of possession or closing, whichever is sooner. Any such damages shall be repaired at Seller's  
132 expense.

133 B. The price shall also include the following personal property items currently on the premises: (Personal property shall  
134 be transferred with a sufficient Bill of Sale):

None  
, in the condition as stated in Section X below.

136 VIII. TITLE

137 A. Title shall be conveyed to the following named Buyer(s):

City of Cody, a Municipal Corporation

138 as  (Sole Owners),  (Husband and Wife),  (Joint Tenants with Rights of Survivorship),  (Tenants in  
139 Common),  (LLC),  (Partnership),  (Corporation)  (Trust) (Buyer select one.)

140 B. Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in an amount  
141 equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance  
142 commitment to Buyer no later than February 25, 2015 , and deliver the policy to Buyer

143 without unreasonable delay after closing and pay the premium thereon at the time of closing. Buyer, within  
144 14 days of receipt of the title insurance commitment shall identify and provide to the Seller, in writing, notice  
145 of any title defects which Buyer is requesting be addressed before closing. Buyer shall pay for any Mortgagee's title  
146 policy and any endorsements or extended survey coverage required by Lender or Buyer.

147 C. Title shall be merchantable in Seller. Seller agrees to execute and deliver a general warranty deed, ~~or~~  
148 ~~deed~~, including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer  
149 conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local  
150 improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and  
151 state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following  
152 additional encumbrances which shall NOT be released or discharged at closing:  
153

None known

154 D. Except as stated in Section VIII C above, if title is not merchantable or otherwise recordable and written notice of such  
155 defects in title is given by Buyer to Seller or Listing Broker within the time herein provided for delivery of deed and  
156 shall not be rendered merchantable within 30 days after such written notice, then this contract, at Buyer's option, may  
157 be specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all  
158 obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer; PROVIDED,  
159 HOWEVER, that in lieu of correcting such defects, Seller may, within said 30 days, obtain a commitment for Owner's  
160 title insurance policy in the amount of the purchase price reflecting title insurance protection in regard to such  
161 defects, and Buyer may elect to accept the then existing title insurance in lieu of such merchantable title, in which  
162 case Buyer shall be deemed to have waived such defect. Seller shall pay the full premium for such Owner's title  
163 insurance policy.

164 E. The Property being transferred in this transaction may consist of the Mineral Estate (if all or any portion is owned by  
165 the Seller) and the Surface Estate. The "Mineral Estate" means all oil, gas, and other minerals in or under the Property,  
166 any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of  
167 ingress and egress), production and drilling rights, lease payments and all related benefits. Unless previously  
168 separated through a recorded reservation of the mineral rights, the Property being conveyed consists of both estates.  
169 If the Mineral Estate is owned by Seller, the Seller will convey the Mineral Estate as part of this transaction unless  
170 specifically reserved, in whole or in portion, as part of this Agreement. If the Seller is reserving any portion of the  
171 Mineral Estate, such reservation must be included in the Warranty Deed. If the Mineral Estate has been previously  
172 separated from the Surface Estate, third parties may have rights to enter and use the surface of the property in the  
173 testing, exploration and production of the underlying minerals. The title insurance policy does not provide  
174 information on whether the mineral estate or any portion thereof has been reserved and severed from the surface  
175 estate. Buyer is advised to timely consult legal counsel with respect to such matters.

#### 176 IX. CLOSING AND POSSESSION.

177 A. Closing shall occur on April 1, 2015, or as otherwise mutually agreed in writing  
178 between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may  
179 continue to offer subject property for sale until closing. Seller understands, however, that any additional offer  
180 accepted may subject Seller to remedies provided by law for breach of the original Contract.

181 B. Possession shall be delivered to Buyer on Date/Time of Closing,  
182  a.m./ p.m. or as otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the  
183 date herein specified, Seller shall be subject to eviction by Buyer. This remedy is in addition to any other remedies  
184 Buyer may have.

185 ~~C. Possession shall be subject to the following leases or tenancies:~~

186 ~~1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits and status shall~~  
187 ~~be provided to Buyer by (select one)  \_\_\_\_\_ (date) OR  are~~  
188 ~~attached hereto and accepted by Buyer. Seller agrees to notify Buyer of any change in tenant status immediately.~~

189 ~~2. All security/damage deposits shall be assigned and transferred to Buyer at closing.~~

#### 190 X. CONDITION OF PROPERTY.

191 A. Seller represents that upon execution of this Contract:  
192 1. There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public  
193 health codes, ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that  
194 date ~~except:~~  
195

196 **NOTE:** Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical  
197 question which may require special expertise. If the Buyer has concerns about these issues, the Buyer should  
198 contact the applicable departments of the city, county, and/or state or retain a firm with specialized expertise to  
199 investigate the issue.

200 2. The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present

201 condition, ordinary wear and tear excepted, unless otherwise agreed in this Contract.  
202 3. Property Disclosure. (Initial A or B).  
203 ~~A. The condition of the property is as stated in the Property Disclosure (WAR Form 900R), an accurate and~~  
204 Initial Initial ~~complete copy of which is attached hereto and incorporated herein by this reference.~~  
205 B. A Property Disclosure is not available.  
206 Initial Initial  
207 B. Buyer acknowledges and agrees that, upon execution of this Contract:  
208 1. Buyer is not relying upon any representations of Seller or Seller's Agents or representatives as to any condition  
209 which Buyer deems to be material to Buyer's decision to purchase this property; and  
210 2. Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, air quality  
211 (such as mold), environmental (such as radon and lead-based paint) and/or professional inspection services  
212 regarding this purchase.

213 **XI. INSPECTIONS.**

214 Buyer may obtain, at no expense to Seller, electrical, mechanical, structural, air quality (such as mold) environmental (such  
215 as lead-based paint or radon - see attached Addendum) and/or other inspections of the property by qualified professional  
216 inspectors and/or engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or  
217 engineers. Buyer, or designee, shall have the right to make any inspections of the physical condition of the property at  
218 reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice, signed by Buyer  
219 on or before February 27, 2015, 4:00  a.m./  p.m. (Objection Deadline) of  
220 any defect(s) identified by inspectors or engineers that Buyer is requesting to be repaired, the physical condition of the  
221 property shall be deemed to be satisfactory to Buyer.

222 A. **NOTICE OF DEFECTS.** If inspections disclose defects of the property which Lender requires to be repaired as a loan  
223 requirement or that Buyer is requesting to be repaired pursuant to subsection B hereof, Buyer shall provide a copy of  
224 the written reports of such inspections and repair requirements to Seller immediately upon receipt.

225 B. If Buyer's inspectors have identified or required any repairs of the property before the Objection Deadline set out  
226 above, Buyer and Seller agree to share the cost of such repairs as follows:

227 1. Select one option:  (Seller to pay)  (Buyer to pay)  (Buyer and Seller agree to equally share) cost of  
228 repairs up to \$ 0.00.

229 2. If repairs exceed the total of above amount, any additional cost shall be paid by agreement of the parties. If the  
230 parties are unable to agree on payment of additional costs, this contract shall be voidable at the option of Buyer,  
231 upon written notice to Seller no later than March 6, 2015,  
232 4:00  a.m./  p.m. (Resolution Deadline). If not voided by the Buyer, Buyer acknowledges sole  
233 responsibility for the additional repairs. With the exception for the amount agreed upon in XII(B)(1), the Buyer  
234 accepts the Property "as is, where is" condition without any implied or express warranty by Seller or by any  
235 Broker.

236 3. If Buyer elects to void the contract in accordance with Section XI (B)(2) above the earnest money deposit shall  
237 be returned to Buyer pursuant to the requirements of Section II above.

238 C. Waiver of Defects. Buyer acknowledges that he has not been denied any opportunity to inspect property and has  
239 done so to Buyer's satisfaction. Other than repairs or defects submitted to the Seller in writing pursuant to XI (A) or  
240 (B) above, or in the event no repairs or inspections are required by Buyer, Buyer accepts the property in its entirety in  
241 "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

242 **XII. RISK OF LOSS.**

243 Risk of loss shall remain with Seller until delivery of deed. In the event that premises shall be damaged by fire or other  
244 casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to  
245 repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within  
246 said time or if such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer  
247 elect to carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds resulting from  
248 such damage.

249 **XIII. DEFAULT, REMEDIES AND ATTORNEY'S FEES.**

250 A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition  
251 hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may  
252 elect to either treat this Contract as breached and recover such damages as may be proper, or may treat this Contract  
253 as being in full force and effect and require specific performance of the items hereof. In lieu of the remedy provided  
254 above to Seller if Buyer is the defaulting party, Seller may elect to terminate the Contract and retain all payments made  
255 hereunder as liquidated damages, such amount being agreed by the parties hereto to constitute compensation for the  
256 loss of opportunity suffered by Seller due to such breach.

257 B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or  
258 breaching party shall pay all reasonable attorney's fees costs and other expenses which the non-breaching or non-  
259 defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit

260 any other remedies to which the parties may otherwise be entitled.  
261 C. Seller and Buyer agree that in the event of any controversy regarding earnest money or other things of value held by  
262 Broker and/or Closing Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer and  
263 Seller regarding disposition of the earnest money or things of value, Broker and/or Closing Agent, in its sole  
264 discretion, may hold the earnest money or things of value or may interplead all parties and deposit the earnest money  
265 deposit or things of value into a court of competent jurisdiction. Broker and/or Closing Agent shall be entitled to  
266 recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but  
267 if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable  
268 attorney's fees from the interplead funds or things of value.

269 **XIV. ADDITIONAL PROVISIONS.**

See Attachment "A" attached

270 **XV. ADDENDA ATTACHED: (Check all that apply.)**

- |  |  |
|--|--|
| 271 <input type="checkbox"/> Lead-Based Paint Disclosure                                       | <input type="checkbox"/> Property Condition Disclosure     |
| 272 <input type="checkbox"/> Addendum for Additional Provisions                                | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| 273 <input checked="" type="checkbox"/> Real Estate Brokerage Disclosure Form                  | <input type="checkbox"/> Evidence of Authority             |
| 274 <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure             | <input type="checkbox"/> Security/Damage Deposits          |
| 275 <input type="checkbox"/> Copies of all leases and/or written verifications of rental terms | <input type="checkbox"/> Other: _____                      |
| 276 <input type="checkbox"/> Covenants and Preliminary Title Commitment                        | <input type="checkbox"/> Receipt Form - WAR Form 900-M     |

277 **XVI. CONSENTS AND ACKNOWLEDGEMENTS.**

- 278 A. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral  
279 agreements or representations between Buyer, Seller or Broker to modify the terms and conditions of this Contract.
- 280 B. Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and  
281 statistics to any Multiple Listing Service, Board of REALTORS®, certified appraisers, or potential clients or  
282 customers, but only after the closing of this transaction.
- 283 C. This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a  
284 signed copy at the time of signing.
- 285 D. **Prudential Brokerage West Inc. Real Estate** \_\_\_\_\_ (Broker Working with the Buyer) hereby  
286 discloses that it is working with the Buyer as  (Seller's Agent)  (Seller's Subagent)  (Buyer's Agent)  
287  (Intermediary)  (Customer) (select one) and will be compensated by  (Seller)  (Buyer)  (or  
288 \_\_\_\_\_ ) (select applicable). Buyer and Seller  
289 consent to that arrangement. Buyer has received, read and acknowledged a Real Estate Brokerage Disclosure and an  
290 executed copy of the Disclosure is **attached hereto**. Broker, working with Buyer, hereby delivers to Broker working  
291 with Seller a copy of the executed Real Estate Brokerage Disclosure.

292 **XVII. OFFER BY BUYER. This offer shall expire on or before** February 6, 2015, **at**  
293 4:00  a.m.  p.m. **Additionally, the undersigned BUYER reserves the right to withdraw this Offer**  
294 **until the original, a copy, electronic transmission or facsimile of this Offer, duly accepted and signed by Seller, has**  
295 **been delivered in writing to the Buyer or Broker working with Buyer prior to the expiration date and time above.**  
296 **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS,**  
297 **CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

298 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
City of Cody, a Municipal Corporation

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

299 **XVIII. DISCLOSURE BY BROKER WORKING WITH SELLER.**

300 Broker **Prudential Brokerage West Inc. Real Estate** \_\_\_\_\_ (Brokerage Firm), hereby discloses that it  
301 is working with the Seller as a  (Seller's Agent)  (Intermediary)  (Customer) (Select One) and will be compensated  
302 by  (Seller) (or  \_\_\_\_\_ ) (Select Applicable). Seller consents to this  
303 arrangement. Seller has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the  
304 Disclosure is **attached hereto**. Broker, working with Seller, hereby delivers to Broker working with Buyer a copy of the  
305 executed Real Estate Brokerage Disclosure.

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Listing Broker hereby acknowledges receipt of the earnest money deposit on \_\_\_\_\_ at \_\_\_\_\_  
 A.M./  P.M.

Firm Prudential Brokerage West Inc. Real Estate  
Address 1432 Sheridan Avenue Cody, Wyoming 82414  
Phone 307-587-6234 By \_\_\_\_\_

THIS OFFER WAS RECEIVED by me as Seller on \_\_\_\_\_ at \_\_\_\_\_  
 A.M./  P.M. (Seller's Initials).

**XIX. ACCEPTANCE OF SELLER.**  
**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

**NOTICE TO SELLER: If you are making a counter-offer, do not sign this document.**

THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on \_\_\_\_\_ at \_\_\_\_\_  A.M./  P.M.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Wilder Enterprises, a Wyoming General Partnership

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

326  
327  
328  
329

**XX. REJECTION BY SELLER.**  
THIS OFFER IS HEREBY REJECTED ON \_\_\_\_\_ at \_\_\_\_\_  A.M./  P.M.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Wilder Enterprises, a Wyoming General Partnership

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

330 If this Offer is rejected and the rejection is not signed by the Seller above, then this Offer was rejected by oral notification to Broker  
331 on \_\_\_\_\_ and Seller (check one)  authorized rejection or  refused to execute written rejection.

**ATTACHMENT "A"**

To Contract to Buy and Sell Real Estate  
Between the City of Cody, Wyoming and  
Wilder Enterprises, LLC

**Additional Terms and Conditions of the Above Contract:**

1. Any and all tenants must vacate the Property prior to closing.
2. THIS OFFER AND THIS CONTRACT ARE CONTINGENT UPON AND SUBJECT TO APPROVAL BY THE GOVERNING BODY OF THE CITY OF CODY.
3. Buyer agrees to place an historical plaque on the property depicting the significance of the property in local history. Seller and Buyer to work together on design and placement of said plaque. Cost for plaque to be paid by Buyer.
4. In the event Seller so elects, Buyer agrees to cooperate with Seller in effecting a tax deferred exchange under Internal Revenue Code Section 1031 as amended. Seller shall have the right to elect this tax deferred exchange at any time prior to the closing date and to assign this contract in connection with such tax deferred exchange. No additional cost will be incurred by Buyer.
5. If approved by both parties, closing shall occur on or before April 1, 2015.



**IMPORTANT NOTICE**  
Prudential Brokerage West Inc. Real Estate  

---

**(Name of Brokerage Company)**  
**REAL ESTATE BROKERAGE DISCLOSURE**

When you select a Real Estate Brokerage Firm, Broker or salesperson (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

**Seller's Agent.** (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's Agent, the broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. § 33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's Subagent that are approved, directed or ratified by the Seller.

**Customer.** (No written agreement with Buyer or Seller)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work either as an agent for the Seller treating the Buyer as a customer or as an agent for the Buyer treating the Seller as a customer. Also when a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to a customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the Customer the **obligations** enumerated below for Intermediaries which are marked with an asterisks. W.S. 33-28-310(a).

**Buyer's Agent.** (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed or ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. § 33-28-304(c). As a Buyer's Agent, Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell Broker any information which the Seller does not want shared with the Buyer.

**Intermediary.** (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care; \*
- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary; \*
- present all offers and counteroffers in a timely manner; \*
- account promptly for all money and property Broker received; \*
- keep you fully informed regarding the transaction; \*
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction; \*

- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party; \*
- disclose to prospective Buyers, known adverse material facts about the property; \*
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction; \*
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered; or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

#### **Change From Agent to Intermediary -- In-House Transaction**

If a Buyer who has signed a Buyer Agency Agreement with Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

#### **Designated Agent.** (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction, Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

#### **Duties Owed by An Agent But Not Owed By An Intermediary.**

**WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).**

**THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO.STAT. § 33-28-306(b).**

**NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.**

**The amount or rate of a real estate commission for any brokerage relationship is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.**

On January 29, 2015 (date), I provided  (Seller)  (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company Prudential Brokerage West Inc. Real Estate

By \_\_\_\_\_

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on  
(date) \_\_\_\_\_ (time) \_\_\_\_\_ and hereby acknowledge  
receipt and understanding of this Disclosure.

Buyer's Signature \_\_\_\_\_  
City of Cody, a Municipal Corporation

Buyer's Signature \_\_\_\_\_

**RESOLUTION** 2015-03  
(To be completed by ALLOTTEE)

BE IT RESOLVED by the City Council of the City Of Cody,  
(Official Name of City/Town)

that Mayor Nancy Tia Brown is hereby authorized to execute for and on behalf of the  
(Name of Official Signing Agreement on Behalf of City/Town)  
City Of Cody, the attached Firm Electric Service Allocation  
(Official Name of City/Town)

Assignment Agreement (Agreement), among the Western Area Power Administration, ASSIGNEE,  
and City Of Cody, which was duly presented to the City Council,  
(Official Name of City/Town (ALLOTTEE) of Agreement)  
and which Agreement is hereby approved.

(State of Wyoming)  
(Insert State)

) ss

(County of Park)  
(Insert County)

I, Cynthia Baker, the duly appointed and qualified City Clerk of the  
(Name of City Clerk)  
City Of Cody, do hereby certify that the foregoing is a true, accurate,  
(Official Name of City/Town)  
and complete copy of a resolution duly passed and adopted at a regular meeting of the City Council  
of the City Of Cody, held on February 3, 2015.  
(Official Name of City/Town) (Month and Day) (Year)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of City Clerk)

(SEAL)

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

**CERTIFICATE**  
(To be completed by ASSIGNEE)

I, Richard D. Pullen, certify that I am the Assistant Treasurer of ASSIGNEE,  
(Name of Official Signing Certificate) (Official's Title)

the association/organization/entity named as Wyoming Municipal Power Agency herein;  
(Official Name of Association/Organization/Entity)

that Larry E. LaMaack, who signed the above Agreement on behalf of  
(Name of Official Signing Agreement on Behalf of ASSIGNEE)

ASSIGNEE was then its Executive Director; and that said Agreement was duly  
(Title of Official Signing Agreement)

signed for and on behalf of ASSIGNEE by authority of its governing body and is within the  
scope of its corporate powers.

(SEAL)

By: \_\_\_\_\_  
(Signature of Official Signing Certificate)

Name: Richard D. Pullen

Address: 4041 U.S. Highway 20, P.O. Box 900  
Lusk, Wyoming 82225-0900

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

**RESOLUTION 2015-04**

**A RESOLUTION ADOPTING THE 2015 Electrical Distribution Standards Policy**

WITNESSETH:

WHEREAS, the City of Cody is a supplier of power and energy to its citizens; and

WHEREAS, as part of its obligation to the citizens of Cody, and to insure that electrical services installed within the City limits meet accepted safety standards and are constructed in such a manner as to minimize conflicts with other utilities and maximize reliability of service, furthermore to insure that the policy remains up to date, the City of Cody has amended the 2013 Electrical Distribution Standards Manual.

WHEREAS, the City of Cody desires to provide to electrical contractors and developers operating within the City of Cody a common set of requirements for the installation of electrical facilities, and that such requirements reflect the name used in the City ordinances.

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY that the 2015 Electrical Distribution Standards Policy is adopted by the City of Cody.

PASSED, APPROVED AND ADOPTED THE 3<sup>rd</sup> day of February, 2015

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

Attest:

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



**2015**

**City of Cody  
Electrical  
Division**



**Electric Distribution Standards City of Cody**

**January 2015**

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**ELECTRICAL DISTRIBUTION  
STANDARDS MANUAL**

ADOPTED BY CITY COUNCIL \_\_\_\_\_

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**Section I  
General Information**

**10.03 Purpose**

This booklet is to aid in providing electric service for new or remodeled structures as well as subdivisions and other major projects. While this book should answer most questions, you may contact Cody’s Electrical Division for further assistance. The appropriate phone numbers and contacts are:

- City of Cody Electrical Engineer – 527-7511
- City of Cody Electrical Superintendent – 587-6803
- City of Cody Building & Electrical Inspector – 527-7511

The word “Utility” as used in this booklet shall mean the City of Cody Electrical Division. The word “Customer” shall mean the resident, building owner, contractor or developer requiring electrical service.

**1.02 Codes and Ordinances**

The construction of new or remodeled electrical installations must conform to applicable provisions of the National Electrical Code, the National Electrical Safety Code, the State of Wyoming Electrical Safety Division regulations and the City of Cody ordinances and codes.

**1.03 Changes or Conflicts in Requirements and Guidelines**

The governmental codes and ordinances in Section 1.02 are the basis for some information in this booklet. It is the intent of these guidelines and requirements to follow all applicable codes, ordinances and regulations. If a conflict arises, the appropriate code, ordinance or regulation will supersede the interpretation offered in this booklet. These requirements are subject to change if the governing codes, ordinances or regulations change. The Utility does not assume the responsibility for keeping this booklet current. In case of doubt on the applicability of any item, one should consult the Utility.

When this booklet uses the phrase “consult utility,” it shall mean for every installation, not a single contact.

**1.04 Application for Service**

The Customer must provide the Utility with accurate load information and the requested service date as early as possible. Requests for service to commercial and industrial Customers normally require 60 days planning by the Utility to serve the load. Installations requiring transformers or

other equipment not in stock may require six months lead time or more. Consult the Utility for service dates for your installation.

For commercial, industrial or residential subdivisions, mobile home parks, and apartment complexes, the requests for service shall include a City Council approved plat. Such plans should show preferred service and meter locations and a single line diagram of the electrical layout. The request must show all load information, including lighting, receptacle, water heating, cooking, electric heat, air conditioning, and motor load. The Customer must provide sufficient information on equipment operations to establish the kilowatt demand of the load.

The Utility has a staff available for advice on Distribution Standards and problems related to electric energy use for new, existing and reconstructed installations. The Customer and the Contractor are liable for any damage to Utility equipment or personal injury unless they give adequate notice to the Utility and receive approval from the Utility for the change or addition.

When conditions arise during construction that requires changes in service arrangements, the Customer must consult with the Utility to negotiate satisfactory alternative arrangements. Communication with the Utility will afford you this service.

### **1.05 Types of Service Furnished**

Electric service available is 60-hertz, alternating current, single or three phase. Nominal secondary voltages available by overhead or underground distribution lines in the service area are as follows:

- Single-phase, 120/240-volt, 3-wire, grounded
- Three-phase, 208Y/120-volt, 4-wire, grounded wye
- Three-phase, 480Y/277-volt, 4-wire, grounded wye

Under certain conditions, the Utility will provide single phase, 120/208-volt, 3-wire grounded service, single-phase, 240/480-volt, 3-wire, grounded service, or three-phase, 240/120-volt, 4-wire, grounded delta service. Again under certain conditions, the Utility will supply primary delivery at the distribution voltage standard for the requested service location. All service provided by the Utility is subject to the terms and conditions specified in later sections of this manual.

### **1.06 Approval for Service**

City of Cody ordinances require a Customer to obtain a permit before the Utility provides service. In addition, State of Wyoming Statutes require that the electrical inspection authority (in this case the City of Cody Building Inspector) approve the installation before it is energized.

**Electric Distribution Standards City of Cody January 2015**

## 1.07 Permanent Service Connection

Only authorized Utility employees shall make the permanent connection or disconnection of the Utility's electric service to a building or structure.

## 10.03 Seals

The purpose of seals placed by the Utility on meters and associated service equipment is to prevent injury or tampering.

Under normal circumstances, only the Utility can remove seals. If an emergency requires seal removal before notification, the person responsible must notify the Utility as soon as possible. The Utility can then inspect the installation and replace the seal.

## Section II Services

### 2.01 General

The location of the service entrance on the Customer's premises is an important consideration to both the Customer and the Utility. The installer shall locate the service entrance to make the meter and service easily accessible from the Utility distribution lines (refer to the figures on pages 8 & 12). The service entrance shall be convenient for the installation, operation and maintenance of Utility meters and equipment. **The Customer shall consult the Utility for designation of the point of attachment for overhead service drops, underground service laterals, preferred meter and service locations, required current transformers, and terminal cabinet enclosures.** The Customer shall contact the Utility if variations from these designated locations are desired.

The Customer will provide and install all service equipment, including service laterals (conduits & conductors), compression lugs for attachment to transformers, switches, service entrance conductors, raceways, enclosures, and meter sockets, and will further provide right-of-way and space for the installation and maintenance of the Utility facilities. Customer provided service laterals must be installed to City specifications.

The point of attachment for service laterals will be the point at which Utility installed equipment and Customer installed equipment connect. For all services, that point of attachment is where the service lateral conductors connect to the Utility transformer or pedestal. The Customer-provided conductors that run into the transformer shall be cut three feet above the transformer secondary bushings to provide sufficient length for replacing transformers.

Normally, service to a building will be through one set of main service conductors of the same voltage classification. The Utility may tap these main service conductors where more than one meter installation is necessary in a building of multiple occupancies. For either residential or commercial services, an outside disconnect must be provided for emergency situations.

Where two or more meters are grouped, each meter position must be clearly and permanently marked by means of a metal or hard plastic engraved type label. Such marking will indicate the particular location or address that it supplies. Service will not be established until the marking is completed.

Un-metered service wires and metered load wires will not be run in the same conduit, raceway or wire gutter.

For overhead service masts, the minimum conduit size shall be 2" GRC conduit with an appropriate weather head.

## **2.02 Point of Delivery**

The point of delivery shall be the point of attachment as defined in section 2.01 above. The exact location of said point of delivery shall be at the Utility's discretion. The Utility shall separately meter and bill any additional service to the same Customer at other points of delivery at a different voltage or phase classification.

## **2.03 Sealing of Cabinets and Gutters**

All cabinets and gutters containing un-metered conductors, other than mainline switches required by applicable electrical codes, must be arranged for sealing with the Utility's seal. Removable conduit fittings may be installed between the service outlet and the meter when approved by the Utility. These fittings must be visible from the meter location or from an exterior ground position and must be arranged for sealing.

## **2.04 Power Quality Interference**

If it is determined that a Customer's equipment is causing interference, excessive harmonics or other power quality issues with the Utility's system, it is the Customer's responsibility to diagnose and correct the problem. If the problem is not corrected in a timely manner, the Utility reserves the right to disconnect service to the Customer until the power quality issue is corrected by the Customer.

## **2.05 Service Repair Responsibilities**

For residential services, the City shall be responsible for the repair of the service drop or lateral in case of an outage. For Commercial services, the Customer shall be responsible for the repair.

**Section III  
Temporary Construction Distribution Standards**

**3.01 General**

Upon request, and with application, the City of Cody will supply temporary service at a location adjacent to the City’s facilities. Application for service and appropriate fees shall be paid at City Hall before said service will be given. An electrical permit is also required before hook up will be done.

Always locate temporary services for construction work to protect the meter from accidental damage, and, when practical, in a location usable throughout the entire construction period. If several homes will be built from one temporary service that temporary service should be given the address of the last home to be built. If a temporary service must be moved, a new application is needed.

**3.02 Requirements – Overhead:**

- To ensure strength, the pole or post must be at least butt treated and free from any visible defects.
- The pole or timber shall be no less than 20 feet long planted 5 feet in the ground. More ground clearance may be required if service will cross traffic areas.
- The ground rod shall be visible when inspection is made.
- Guying may be required – consult City Engineer
- Meter to be no more than 6’ from ground line with a main disconnect.

**3.03 Requirements – Underground**

- Post must be long enough to be firmly planted in the ground.
- Locate close to an existing pad mounted transformer or secondary pedestal with enough cable tails to extend inside said facilities.
- Ground rod shall be visible when inspection is made.
- Meter to be no more than 6’ from ground line with a main disconnect.

**3.04 Meter Socket Requirements for Temporary Construction Services**

<b>Temporary Construction Service</b>	<b>Meter Socket Type</b>
Single phase, 120/240 V 200amps or less	4-Jaw
Single phase, 120/208 V 200 amps or less	5-Jaw
All other temporary services	Consult the City of Cody

## Section IV Residential Meter Installations

### 4.01 Residential Meter Socket location – overhead installation

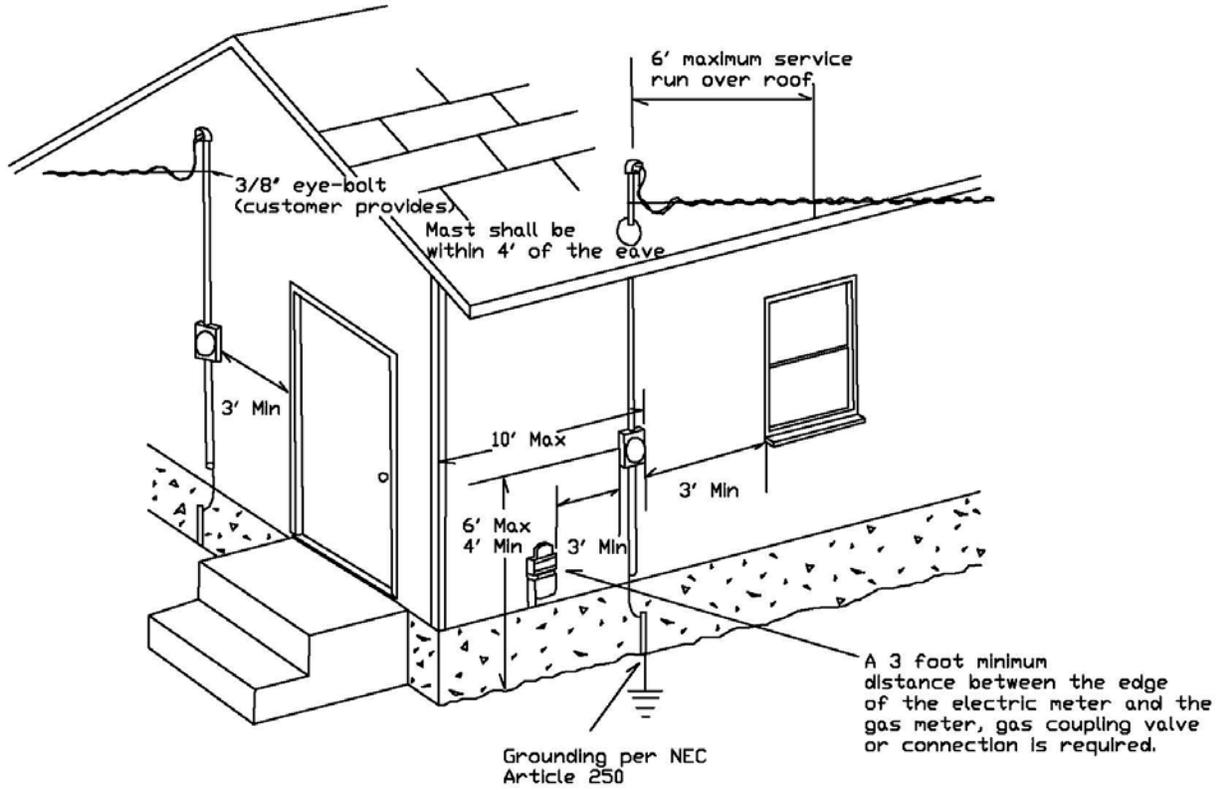
The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted. **It is highly recommended that the City be consulted prior to establishing the final meter socket location.** The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider as well as ready access to the meter for meter maintenance and replacement. **Consult the City to determine the point of attachment for overhead service drops.** In all cases, the minimum service mast riser conduit size shall be 2" GRC conduit.

Install residential meter outdoors at a location acceptable to the City of Cody. Meters must not be installed within three feet of windows. It is recommended that the location avoids exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping from obstructing access to the meter.

The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, overhead residential services shall meet the following requirements:

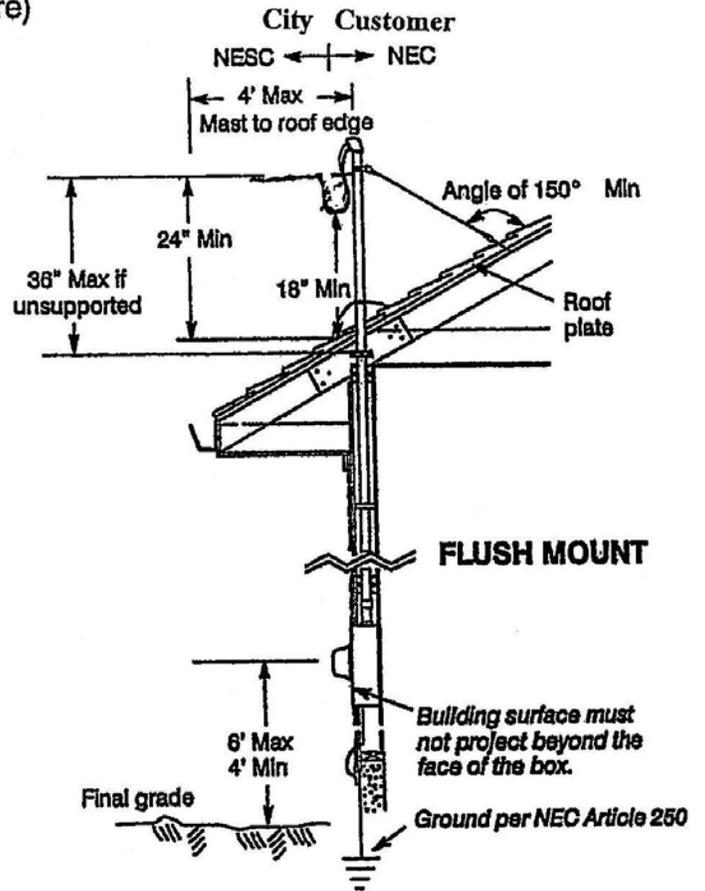
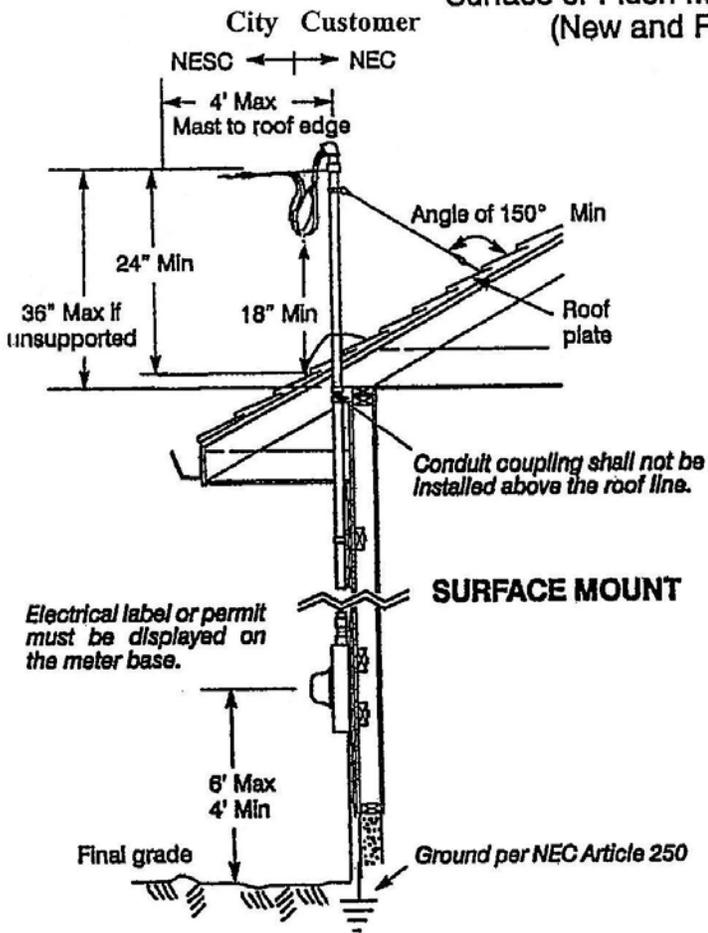
- Service mast must be a minimum of 2" GRC conduit with an appropriate weather head.
- An outside disconnect means must be provided.
- The City must be consulted before determining the final meter socket location to insure that it is accessible from the nearest point of attachment to the City's electrical system.
- The meter socket must be located between 4' and 6' of finished grade.
- The meter socket must be located a minimum of 3' from a window (including egress windows) unless prior authorization is received from the City Electrical Engineer.



Residential Meter Socket Location  
Overhead Installation

Single Family Overhead Service Detail

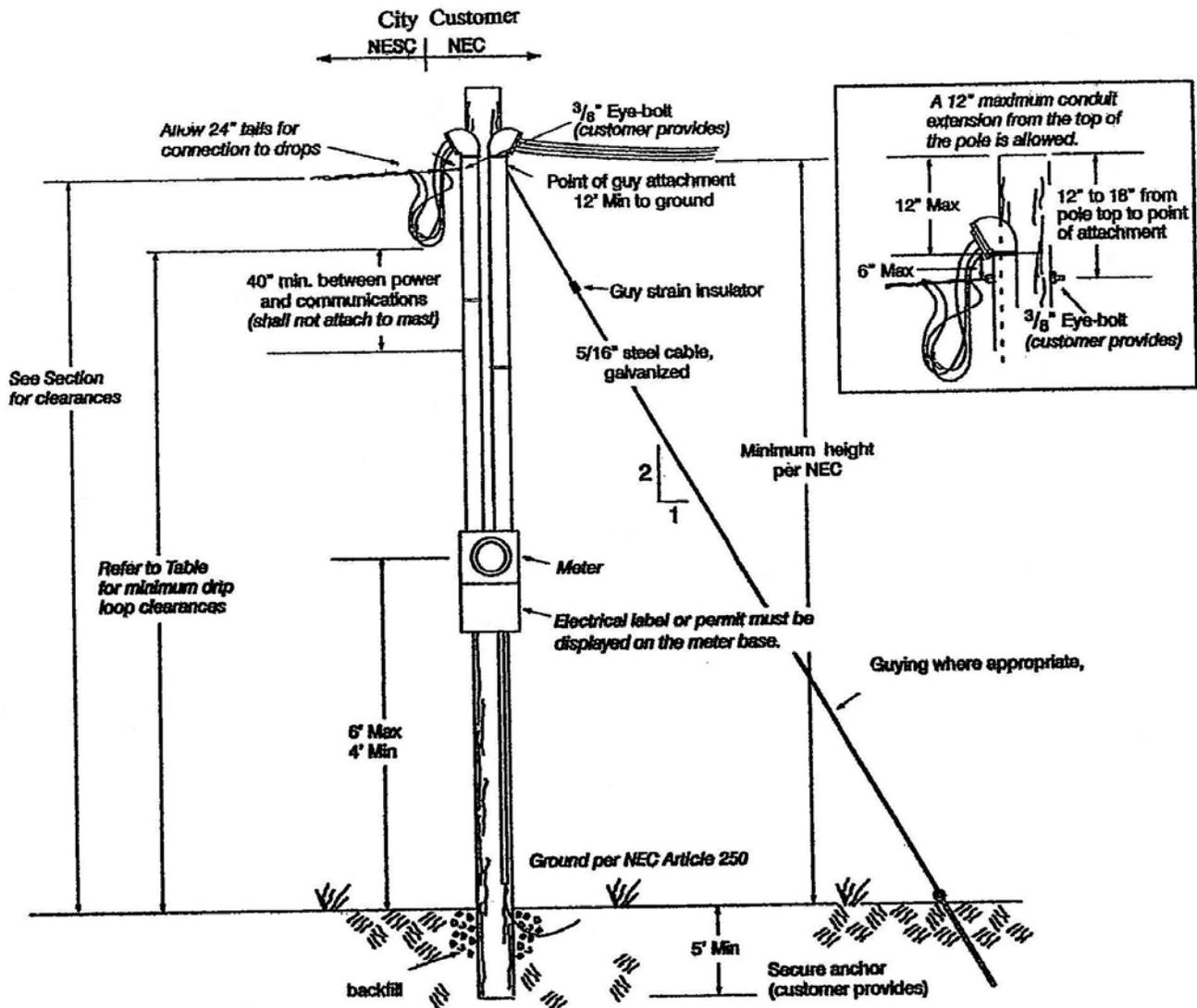
Surface or Flush Mount Metering  
(New and Rewire)



NOTE:

1. Allow 24" conductor leads for connection to service drops
2. Appropriate guying required for long services or taller masts
3. The service mast must be minimum 2" GRC conduit with an appropriate weatherhead. This must be provided and installed by the Customer.

Single Family Overhead Service Detail – Pole attachment



NOTE:

1. Allow 24" conductor leads for connection to service drops
2. Appropriate guying required for long services - Contact City for requirements
3. The service mast shall be a minimum of 2" GRC conduit with an appropriate weatherhead. This shall be provided and installed by the Customer.

#### **4.02 Residential Meter Socket location – underground installation**

The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted.

The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider. Consult the City to determine the point of attachment for underground service laterals. The City of Cody has both front lot line facilities and alley facilities so contacting the City is important prior to installation. In an underground subdivision, the source of power for each lot has been predetermined in the initial layout. Any changes required could mean additional costs to the Customer.

Install residential meter outdoors at a location acceptable to the City of Cody. Avoid installations near windows or exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping from obstructing access to the meter.

The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, residential underground service equipment must meet the following criteria.

- The City electrical engineer shall be contacted before determining the final meter socket location to insure it is accessible from the nearest point of attachment to the City's electrical system.
- The conduit riser to the meter socket shall be provided with an expansion joint to allow for trench settling. This also applies to commercial services.
- Refer to Section V for conduit sizes and depths.
- The meter socket shall be located a minimum of 3 feet from a window (including basement egress windows).



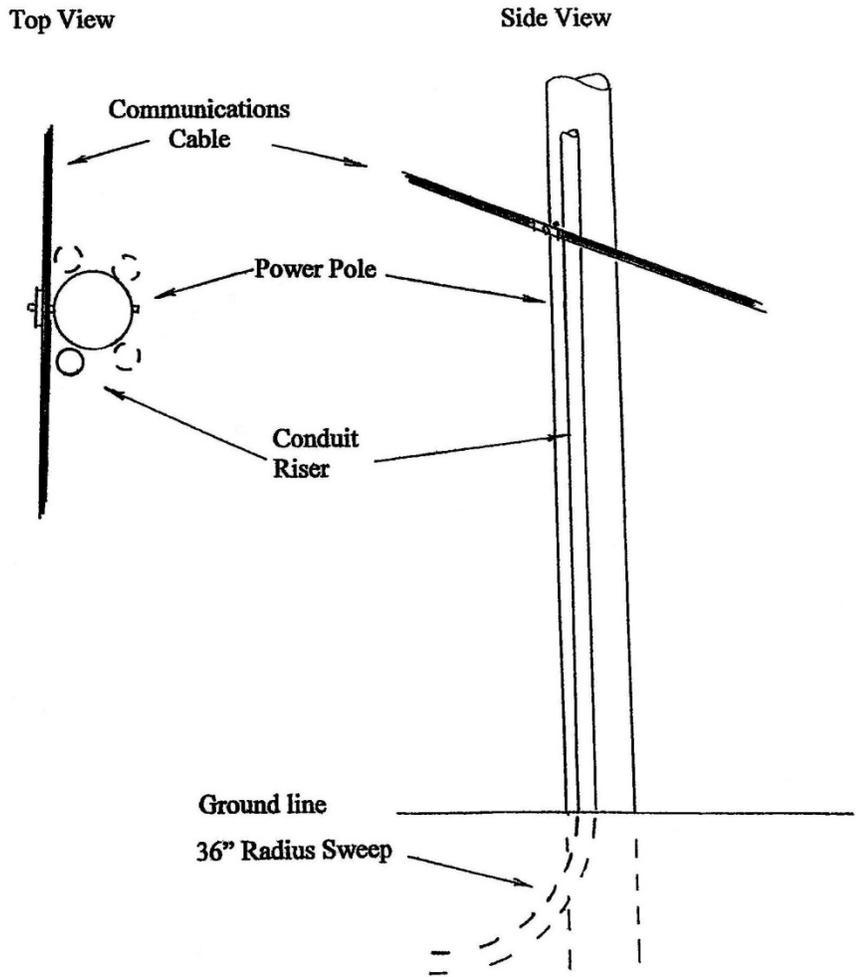
**Section V  
Conduit Requirements / Placement**

**5.01 Secondary Voltage (service lateral) Conduit:**

- Minimum two foot trench depth required
- 100 amp service – 2” conduit with 36” radius sweeps and expansion joint
- 200 amp service – 3” conduit with 36” radius sweeps and expansion joint
- 200 + amp service – 3” conduit with 36” radius sweeps and expansion joint
- Placement of meter base to be approved by City of Cody Electrical Division
- Placement of conduit for a pole riser shall be on the pole quarter to avoid conflict with any communication cables that may be on pole. If riser is in a traffic path it will require the first joint to be GRC. See drawing below
- All conduit shall be grey, electrical grade, schedule 40. When Customer furnishes the conduit, they will also furnish all straps and weatherhead for the riser.

**5.02 Distribution Voltage Conduit:**

- Minimum four foot trench depth required.
- All conduits shall be electrical grade schedule 40 PVC.
- All conduit sweeps shall be minimum 36” radius sweeps
- Customer provided conduit shall meet City specifications



**Section VI  
Non-Residential Services  
(Commercial, Industrial)**

This section describes the City of Cody’s requirements for non-residential services. This section covers single-phase and three-phase services for direct-connect and instrument rated sockets for meters. **Customer is responsible for any single phase protection on three phase installations.** All non-residential Customers are responsible for coordinating Distribution Standards with the City prior to material purchase and installation.

Any exceptions to the metering requirements shall be approved in writing by the City of Cody prior to installation.

**6.01 Service Point Location for Meter and Equipment**

The service point refers to the location where the City’s circuit connects to the Customer’s system. Meters and metering equipment shall be located outdoors. All services, either residential or commercial shall be readily accessible and have an outside disconnecting means.

Meters shall not be installed on a drive-through service entrance side of a building. If equipment is installed in a traffic area, it will be the Customer’s responsibility to provide barrier posts for the protection of electrical equipment.

**6.02 General Descriptions**

**Direct Connect Services** (120 to 480 volts):

- Single-phase services of 400 amps (320 amps continuous).
- Three-phase services of 200 amps (160 amps continuous).

**Instrument Rated Services** (120 to 480 volts):

- Single-phase services over 400 amps (320 amps continuous).
- Three-phase services over 200 amps (160 amps continuous).

**Switchboard type meter cabinets may be required in high amperage situations where multi-conductors are required.** If more than 12 secondary service conductors are required from the transformer to the meter equipment, a secondary connection cabinet shall be required.

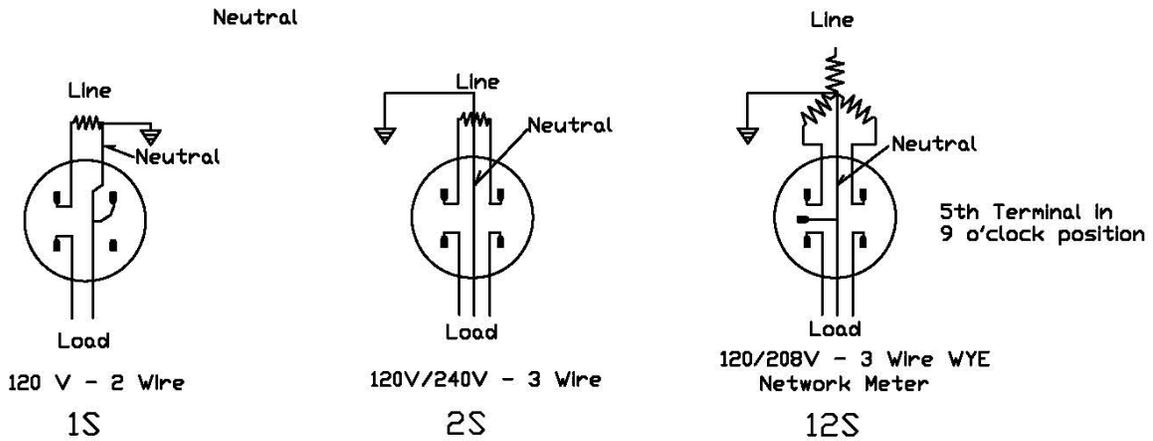
**6.03 Direct Connect Services**

The City of Cody requires a direct-connect meter socket (with manual by-pass) when the ampacity of a single-phase service entrance is 400 amps (320 amps continuous) or less, or when the ampacity of a three-phase service is 200 amps (160 amps continuous) or less.

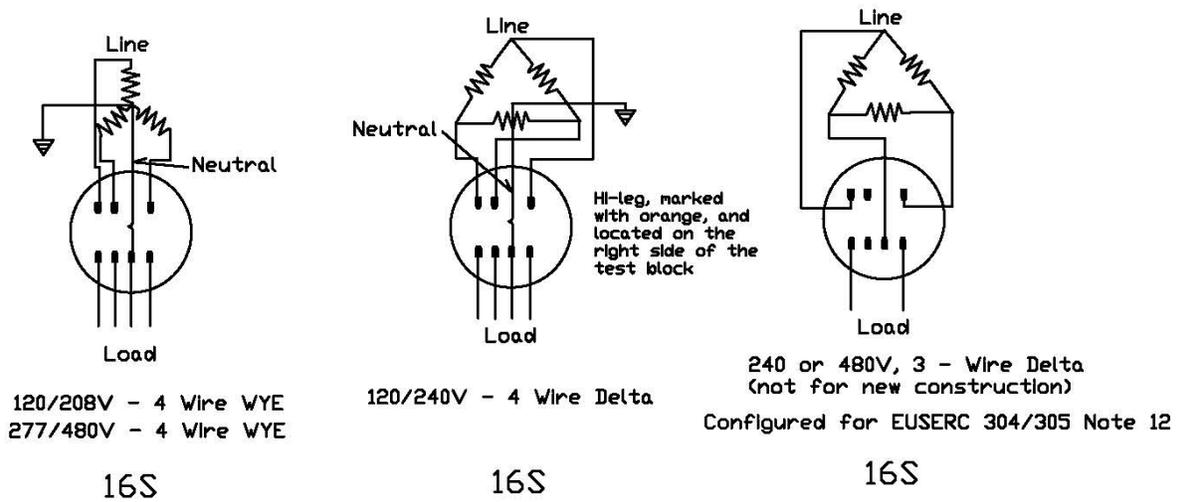
Meter sockets shall be furnished, installed, and wired by the Customer/electrician.

# Meter Socket Connection Diagrams (Direct Connect)

## Single Phase Connection Front View



## Three Phase Connection Front View



## **6.04 Instrument rated services**

The City of Cody requires a Customer supplied and installed wall mounted CT cabinet with sufficient space on the unhinged side for the remote metering socket (see drawing for required size and installation instructions). Switchboard type meter cabinets may be required for higher amperage, multi-cabled services.

### **Current Transformer Mounting Base Requirements For Installation in a Current Transformer Cabinet**

- The mounting base for CT's shall meet the ratings for the available fault current (50,000 A minimum)
- For 4-wire delta services, the high (voltage) leg conductor must be identified by orange tape, and located on the right hand side of the CT mounting base.
- The mounting base shall accept bar-type current transformers only.

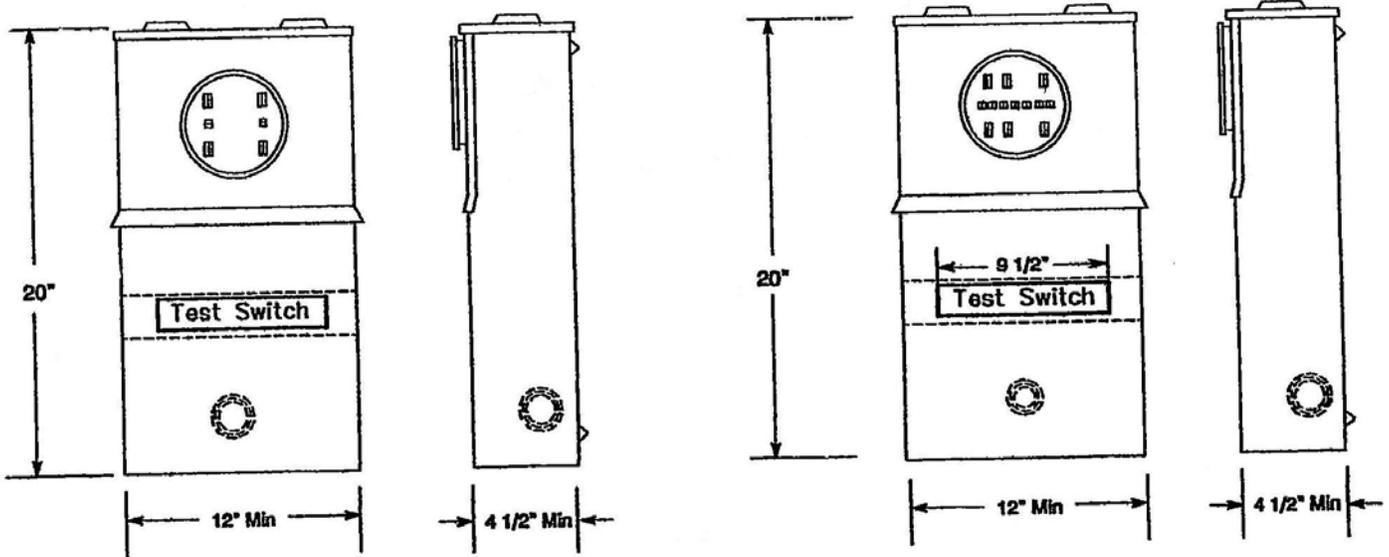
### **Cable Terminations:**

- Line and load-side terminations on CT landing pads require two bolts per connector. Line Side and Load Side Conductors shall be clearly labeled by the customer or contractor.
- The Customer shall provide and install all connectors to attach the line and load side conductors to the current transformer mounting base. The Customer shall provide and color code all conductors for these connections. For attachment of the service lateral conductors to the City distribution transformer, the Customer shall provide the connectors and the City will install and attach the service laterals to the City transformer. If the number of conductors supplying the Customer's service equipment from the transformer exceeds 12 individual cables, the Customer shall provide a secondary connection cabinet generally referred to as a "Scott Box". The City will make the connection between the secondary connection cabinet and the transformer and the Customer will make the connection between the secondary connection cabinet and the building service equipment.
- On overhead services, the Customer shall furnish all lugs and connect conductors to the line and load terminals of the current transformer mounting base. The Customer is responsible for bringing the service entrance conductor to the connection of the utility service drop. No alteration of the transformer mounting base is allowed.

**Current Transformer Meter Socket – Pre-Wired  
Requirements and Types  
1 Phase/3 Phase  
Customer Provided**

**Single Phase – 6 Jaw**

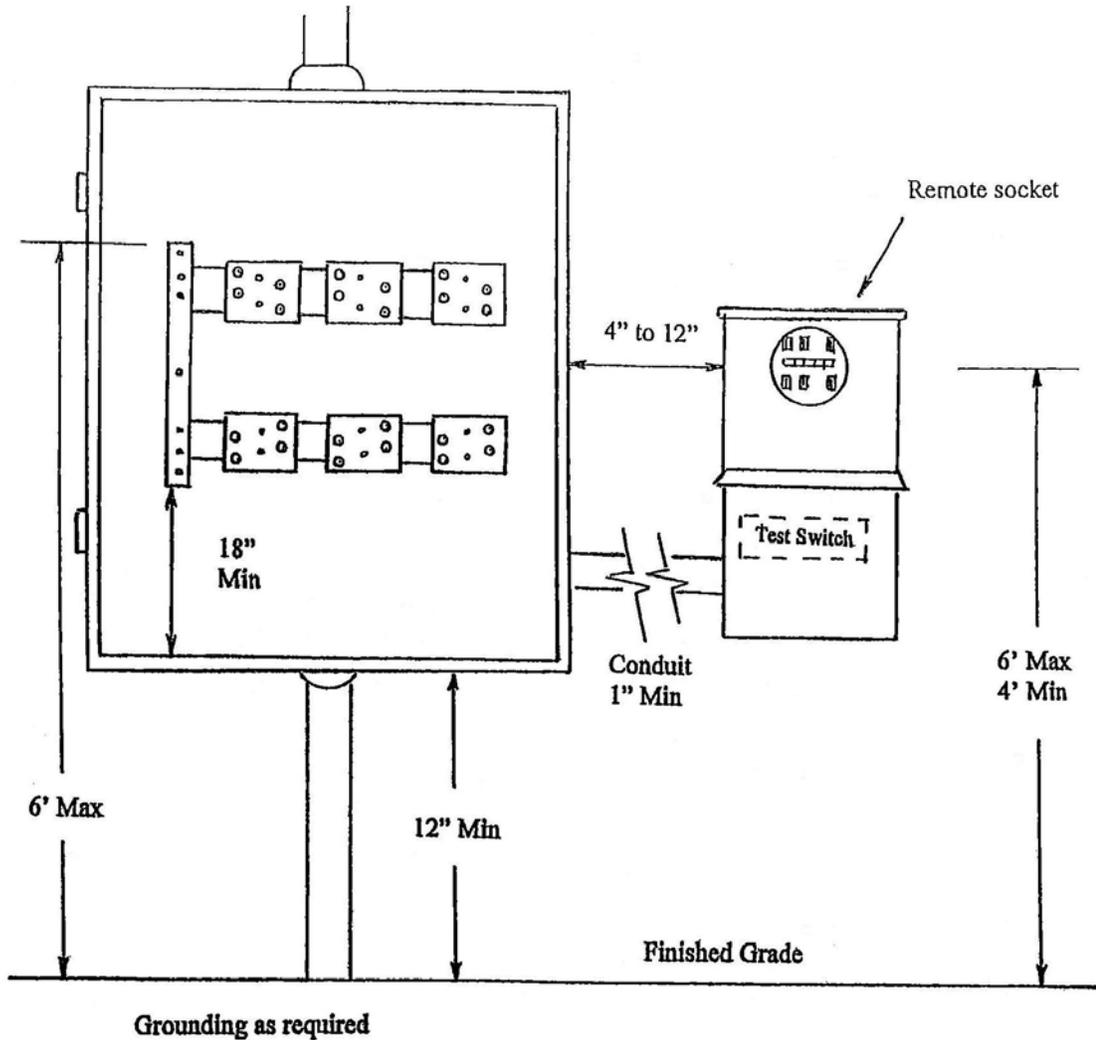
**Three Phase – 13 Jaw**



Type of Service	Socket Type
120/240 volt, single-phase, 3 wire	6 jaw
120/208 volt, three-phase, 4 wire	13 jaw
277/480 volt, three-phase, 4 wire	13 jaw
240/120 volt, three-phase, 4 wire	13 jaw

Note: Milbank 3 Phase Socket #UC7461-YL-TGE-DES, ringless with two-piece cover, test switch pre-wired. Single Phase Socket #UC7637-YL-TGE-DES.

**CT Cabinet Installation for Instrument Metering (OH or UG)  
Three Phase Shown**

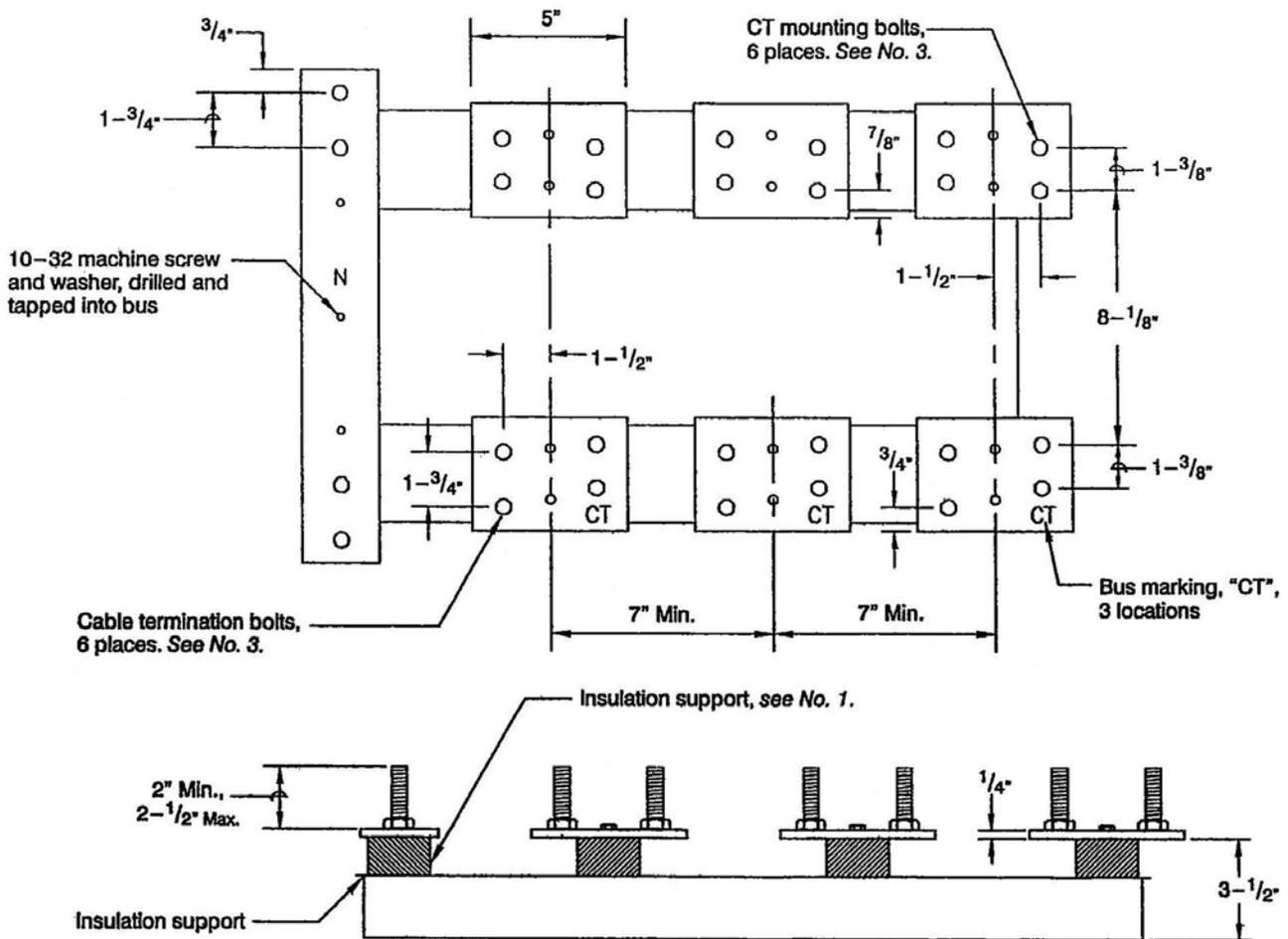


**Note:**

- Customer furnished CT cabinet, CT mounting bracket, & remote meter socket.
- Hinged door to open away from remote meter.
- 36"x 48" Min with 48"x 48" required at times (City option)



**Transformer Mounting Base**  
**For installation in a Current Transformer Enclosure**  
 (Three-Phase, Four-Wire, 800-amp Max.)  
 EUSERC 328A, 328B SHOWN



**Additional Requirements**

- Meter sockets shall not be located above or below CT enclosures.
- The top of the CT mounting bracket shall not be more than 6 feet above floor level. The cover shall have factory-installed hinges for side opening, with sealing provisions and shall hold the cover in the open position at 90 degrees or more.
- The City of Cody Electrical Dept. shall be consulted as to placement of line/load conduits.

## Clearances at Meter Locations

### 7.01 General:

The Customer shall provide suitable space and provisions for mounting a meter base at a location approved by the City of Cody. Both the Customer and the City share an interest in providing a location of the utmost convenience to both parties for, reading, testing, repairing, disconnecting, and replacing meters. Egress and regress with a minimum violation of privacy is desirable.

### 7.02 Meter Clearance Dimensions:

The minimum unobstructed working space required in front of a single meter is 78" high, 36" wide, and 36" deep. The minimum working space required with use of current transformers is 78" high, 70" wide, and 48" deep. Meters installed in a cabinet require a minimum space of 48" deep to open the cabinet door. For further detail see NEC 110.26 A. Dimensions do not refer to meters housed in approved switchboards or enclosures. Locate all meters at least 36" horizontally from a gas meter.

The center of any meter socket shall be set no more than 6' above the **finished** grade in front of the meter. **Finished** grade shall be established prior to setting of meter. For gang mounted meter installations see the City Engineer.

### 7.03 Residential Meters:

Install meters outdoors at a location acceptable to the City of Cody. Avoid locations behind fences or bushes. Avoid locations near gas meters, over stairwells, or over window wells. Install meter 36" from windows or doors (including egress windows).

### 7.04 Non-residential Meters:

Locate meters outdoors. Any alternative must have prior approval of the City Engineer and allow for access during working hours. Any gated or fenced area must have allowances for a City of Cody lock. Avoid any unsafe locations and a clear zone around meter is required.

### 7.05 Access:

If a Customer makes a meter inaccessible (in the opinion of the City) the Customer shall, at their expense, either modify the area to provide a safe, unobstructed access to the meter, or move the meter socket to a location acceptable to the City of Cody.

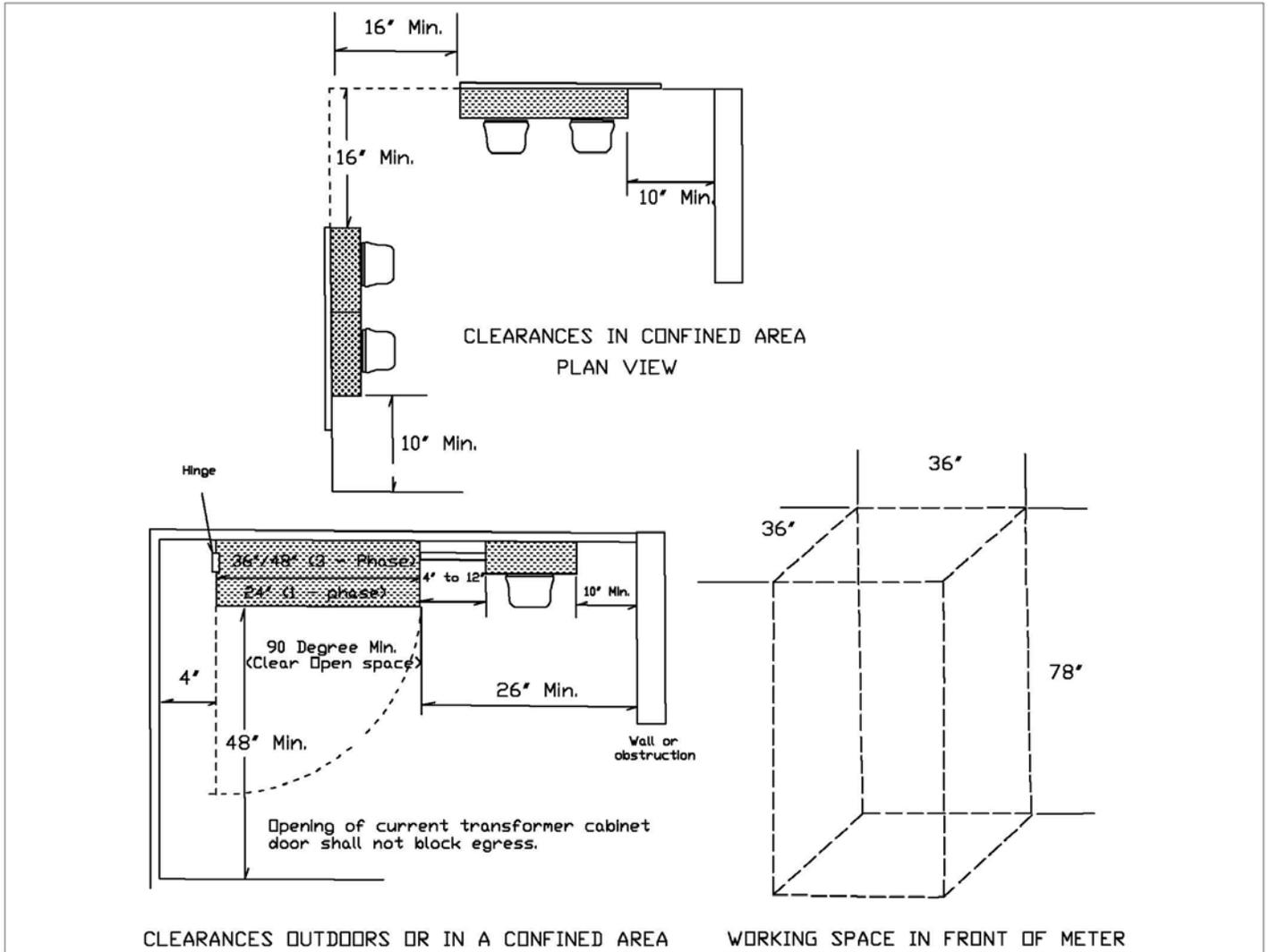
**7.06 NESC Clearances for Service Drops and Drop Loops:  
750 Volts and Below (Distances in feet)**

The Customer shall provide a point of attachment which allows NESC minimum clearances to be met in all conditions. A two foot addition to certain NESC values is required by the City to ensure minimum clearances in extreme conditions. These required heights are noted as “clearances required at time of construction” in the table below and are marked with asterisks. Extra long services or other special cases may require clearance additions greater than two feet.

<u>NESC Minimum Clearance</u>	<u>Clearance at Time of Construction</u>
<b>Service drop clearance (NESC Table 232-1)</b>	
16'	Over roads, streets, and other areas subject to truck traffic ..... 18'*
16'	Over or along alleys, parking lots and nonresidential driveways ..... 18'*
16'	Over land traveled by vehicles ..... 18'*
<b>Clearances over residential driveways (NESC Table 232-1)</b>	
16'	If height of building or installation will permit ..... 18'*
	If height of building or installation will not permit and is not subject to truck traffic
12'	- For service drops 120/240 & 208Y/120 volt ..... 14'*
10'	- For drip loops of service drops 120/240 & 208Y/120 volts ..... 12'*
<b>Clearances over spaces and ways subject to pedestrian/restricted vehicle traffic only (see note b. on page 21, NESC Table 232-1)</b>	
12'	If height of building or installation will permit ..... 14'*
	If height of building or installation will not permit, drip clearances may be reduced:
10.5'	- For 480Y/277V (see Note 8-b of NESC Table 232-1) ..... 10.5'
10'	- For 120/240 & 208Y/120 volt (see Note 8-d of NESC Table 232-1) ..... 10'
<b>Clearances from buildings for service drops not attached to the building (NESC Table 234-1)</b>	
Vertical clearances over or under balconies and roofs:	
	- Accessible to pedestrians, if cabled with
11'	a grounded bare neutral ..... 13'*
	- Accessible to pedestrians, if open wire or cabled with
11.5'	an insulated neutral ..... 13.5'*
	- Not accessible to pedestrians, if cabled with
3.5'	a grounded bare neutral ..... 5.5'*
	- Not accessible to pedestrians, if open wire or cabled with
10.5'	an insulated neutral ..... 12.5'*
Horizontal clearances to walls, projections, windows, balconies and areas accessible to pedestrians	
5'	- If cabled with grounded bare neutral ..... 5'
<b>Clearances for service drops attached to a building or other installation (over or along installation to which they are attached; service cable with an effectively grounded bare neutral, NESC 230.C)</b>	
From the highest point of roofs, decks or balconies over which they pass:	
8'	- If readily accessible (see NESC 234.C.3.d.1) ..... 10'*
3'	- If not readily accessible (see NESC 234.C.3.d.1 exception 1) ..... 5'*
	- Above a not-readily-accessible roof and terminating at a (through-the-roof) service conduit or approved support, the service and its drip loops set no less than 18 inches above the roof. No more than 6 feet of the service cable passes over the roof
1.5'	or within 4 feet if the roof edge (see NESC 234.C.3.d.2) ..... 1.5'
	- In any direction from windows designed to open (does not apply to service cable
3'	above the top level of a window, see NESC 234.C.3.d.2) ..... 3'
3'	- In any direction from doors, porches, fire escapes etc (see NESC 234.C.3.d.2) ..... 3'
* Two additional feet have been included above the NESC minimums; see the introductory paragraph above.	

### Clearances Around Meter Installations

These are minimum clearances required around meter installations for safe maintenance and access. A clear path for egress and regress is also required.



## Section VIII

### **Developer Fees and Responsibilities**

#### **8.01 Subdivision Development Fees and Responsibilities**

The City of Cody requires all new subdivisions and/or commercial developments to be constructed utilizing underground electrical distribution systems unless reasons exist making the use of underground power lines unreasonable. If a development project requires the extension of the City's primary electrical power lines to reach the development property, the full cost of that extension shall be borne by the developer requiring the extension. The electric distribution lines installed within the boundaries of the project shall be installed as follows:

- **System Design Procedures** – The City of Cody's Electrical Services Division shall be provided a copy of the preliminary plat for the subdivision or development so that the City's electrical engineer can design the distribution system needed to supply the project. The developer shall incorporate the City's electrical system design into the final plat of the development.
- **Developer Fees** – The City shall provide an estimate of the total project material cost to the developer based on the final plat. The developer shall submit **100%** of this amount to the City, prior to final approval of the project. Prices on this estimate shall reflect material and equipment costs at the time the estimate is prepared. Any subsequent material cost increases shall be reflected in the final as-built invoice.
- **Developer Responsibilities** – The developer shall provide and install all conduits (grey, electrical grade, schedule 40) for the project, including excavation, padding and backfill of utility trenches. When installing conduit sweeps into City provided ground sleeves for transformers, sectionalizing vaults, secondary pedestals etc., the contractor/developer shall not cut off the sweeps so that City pulling equipment can make a proper seal at the end of the sweep. If the contractor/developer chooses to cut off the sweep, a pull tape must be installed in any conduit run that terminates in a sweep that has been cut off. The labor and equipment charges for this installation shall be born entirely by the developer. The developer's contractor shall (at developer's expense) install all City supplied transformer ground sleeves, vault ground sleeves, secondary pedestals, ground rods and streetlight bases during the conduit installation phase of the project. Conduit provided by the developer shall meet City specifications as to type and size. These specifications are outlined in Section 5, page 13 of this Electric Distribution Standards Manual.
- **City Responsibilities** – Without charge to the developer, the City shall install all primary and secondary power cable, all transformers, cabinets and streetlight poles and luminaires. The City will order and supply all electrical material and equipment other than conduit.
- **Project Completion** – Upon completion of the project, the City's electrical engineer shall produce an invoice using as-built figures giving the actual cost of the project. If the as-built price is higher than the original estimate, the difference shall be billed to the developer. If the as-built price is lower than the original estimate, the City shall refund the difference to the developer.

### 8.02 Underground Service Connection Fees

- **For All Service Sizes:** The Customer shall provide and install all conduit and cable from the City's transformer or service pedestal to the Customer's service equipment. This will include the cost of the service riser and weather head and in the case of large commercial services the provision and installation of a secondary connection cabinet between the City's transformer and building service equipment. The Customer is responsible for all cable and connectors to attach secondary cabling to the City transformer.
- **To re-establish a service to a lot that previously had a service:** The Customer shall be responsible for the entire cost of that service. Contact the Electrical Services Department.
- **For service upgrades:** If the customer moves the electrical meter equipment to the structure from a position in the alley or on the property line, the customer shall pay the full cost of relocating the service. It is recommended that the old service conductors be replaced from the prior point of connection to the utility to the new meter location on the structure. If the Customer installs new service conductors in conduit per this recommendation, the City will maintain and repair the new service lateral. If the Customer re-uses the old service lateral conductors, the City will not maintain the old service lateral.

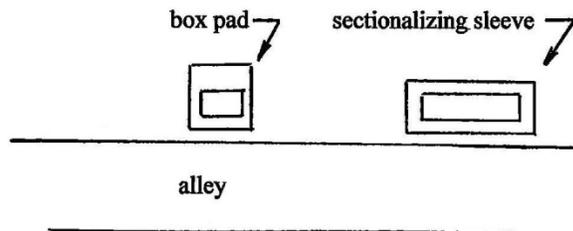
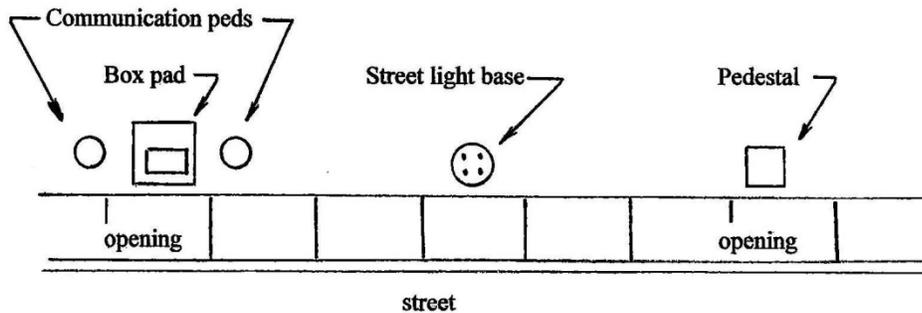
### 8.03 Overhead Service Connection Fees

- **For All Service Sizes:** For all services, the City will install the service drop cable and bill the Customer for the material and installation costs.
- **To re-establish a service to a lot that previously had a service:** The Customer shall be responsible for the entire cost of that service. Contact Electrical Services Department.

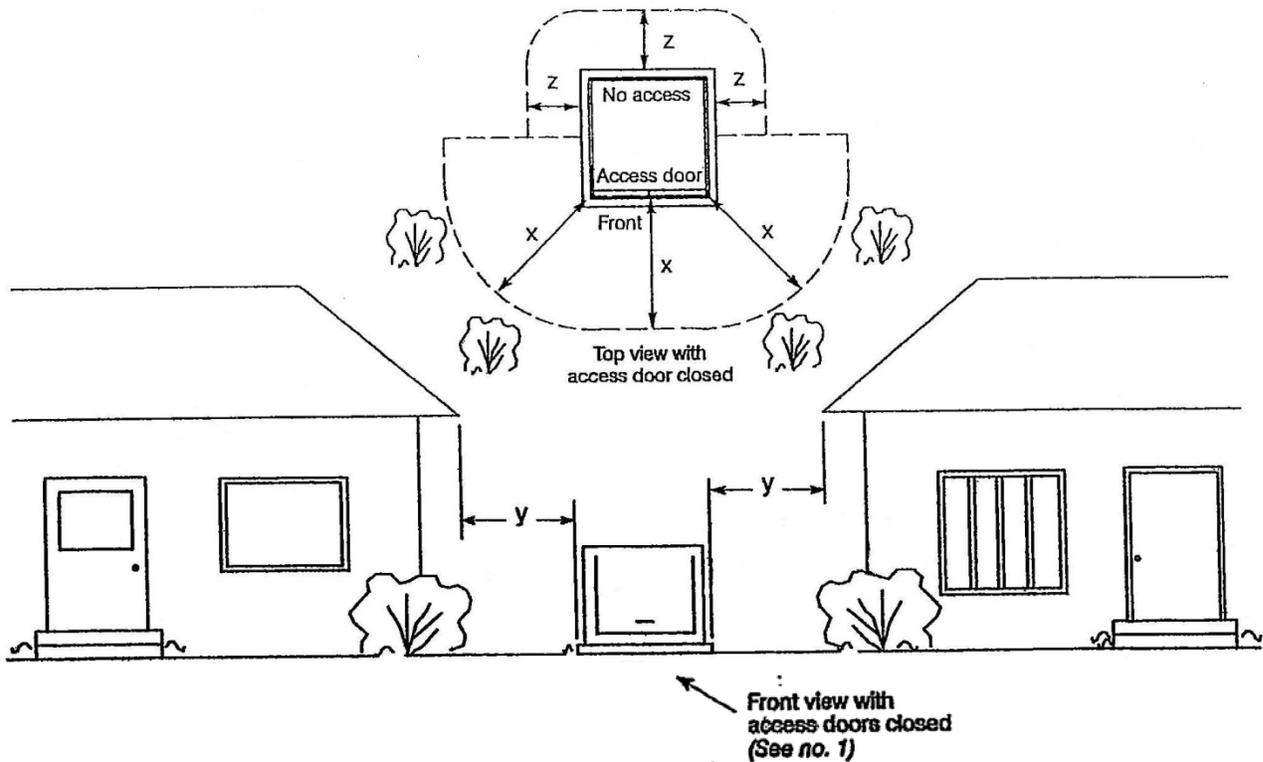
## Section IX Placement of City Facilities within a Subdivision

### 9.01 Transformer Box Pads, Pedestals, Sectionalizing Cabinet Sleeves, Streetlight Bases

- Placement to be as specified by Engineering Drawings
- Opening of each unit to face sidewalk, roadway or alley traffic lane
- Ground rods shall be installed leaving ground wire protruding into vaults.
  - Suggestion – wrap ground wire tail around conduit sweeps
- Per International Fire Code 508.5.5, “a three foot clear space shall be maintained around the circumference of fire hydrants .....”
- Communications Pedestals are to be placed 2 feet away on either side of the City’s electrical equipment
- Streetlight bases are to be placed behind the sidewalk with the bolt pattern placed in line with the street roadway.
- Conduits shall be cut off so only 3 inches of the conduit is above the ground surface inside of a secondary pedestal. *Conduit sweeps are not to be cut off inside transformer box pads or sectionalizing cabinet ground sleeves.*



9.02 Minimum Clearances For Pad Mounted Equipment



**MINIMUM DISTANCE REQUIRED FROM PAD**

x = 10 ft. clear area in front of, any equipment access door or opening to allow the use of hot sticks (See dimensions in drawing above, and in requirement 1 below.)

y = 8 ft. from any structure or roof overhang consisting of combustible material. See dimensions in the drawing above.

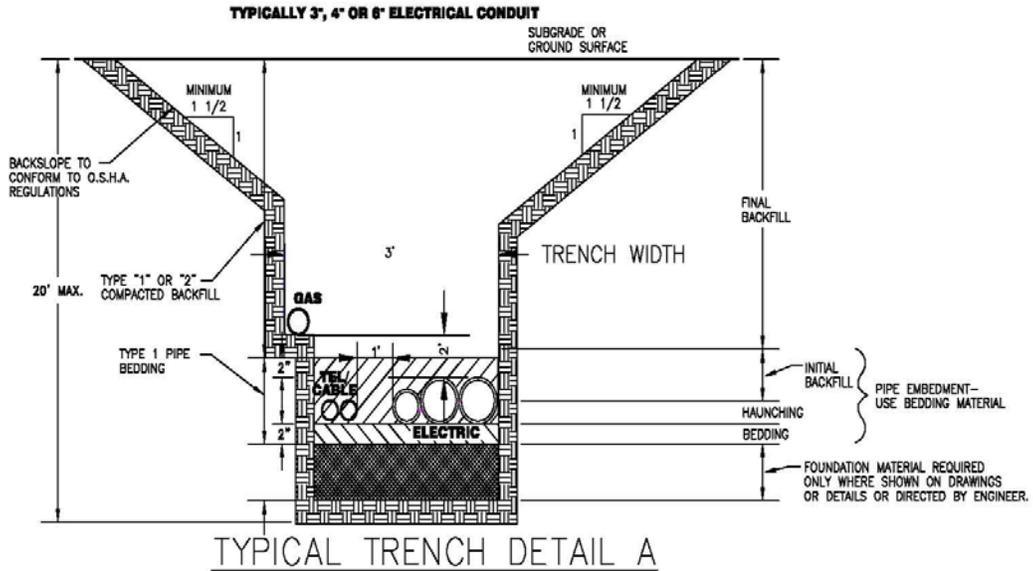
Z = 3 ft. clear area on non-access sides of the equipment to allow work space. See dimensions in the drawing above.

**Requirements:**

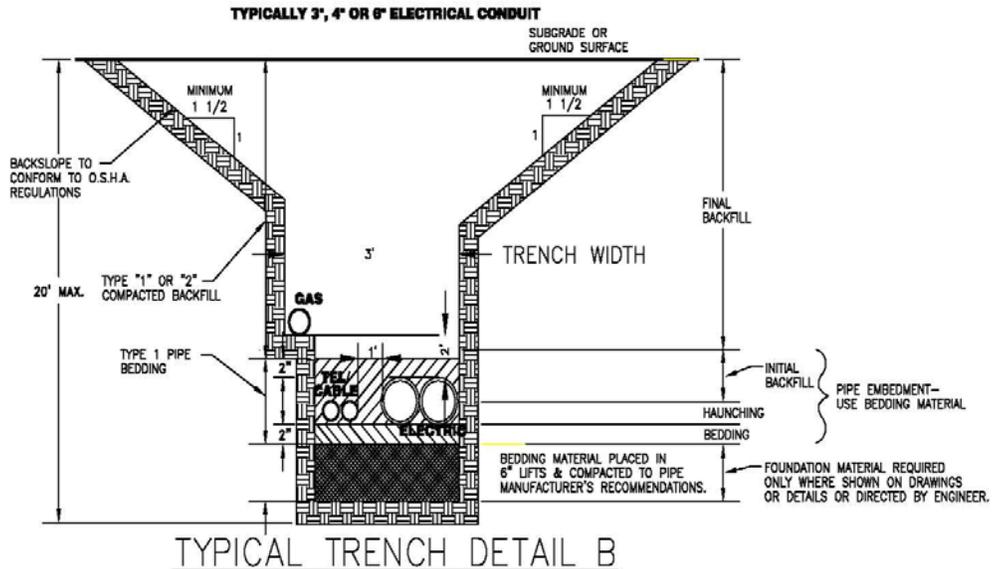
1. Locate padmounted equipment with access doors away from building walls or other barriers to allow safe working practices. If the equipment access side must face a wall, allow 10 feet for working clearance. No vegetation or trip hazards in this work space are permitted.
2. The City reserves the right to remove any vegetation that does not meet the above clearances and will not reimburse the Customer for any removed vegetation.

9.03 – Joint Trenching Details

- Trench Detail A – Three electric utility primary conduits, gas pipe and multiple communications conduits in same trench.
- Trench Detail B – Two electric utility primary conduits, gas pipe and two communications conduits in same trench.



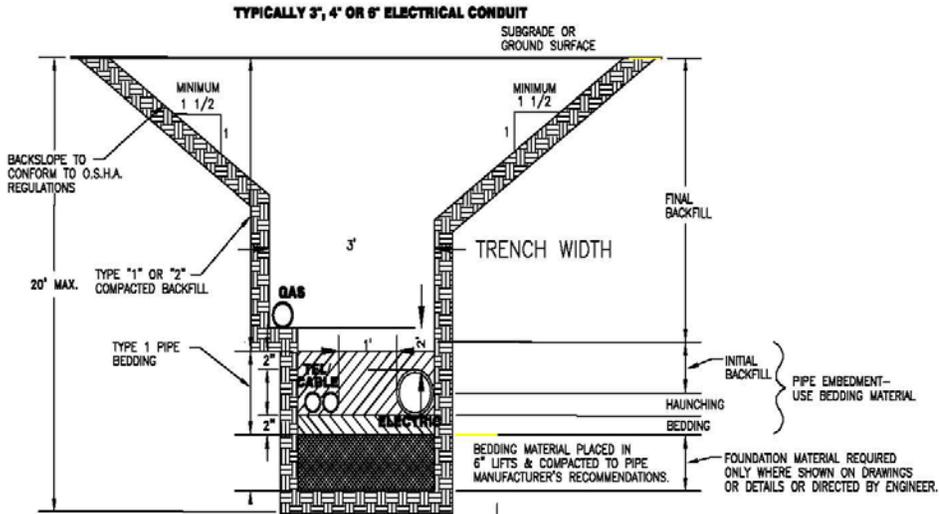
IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS



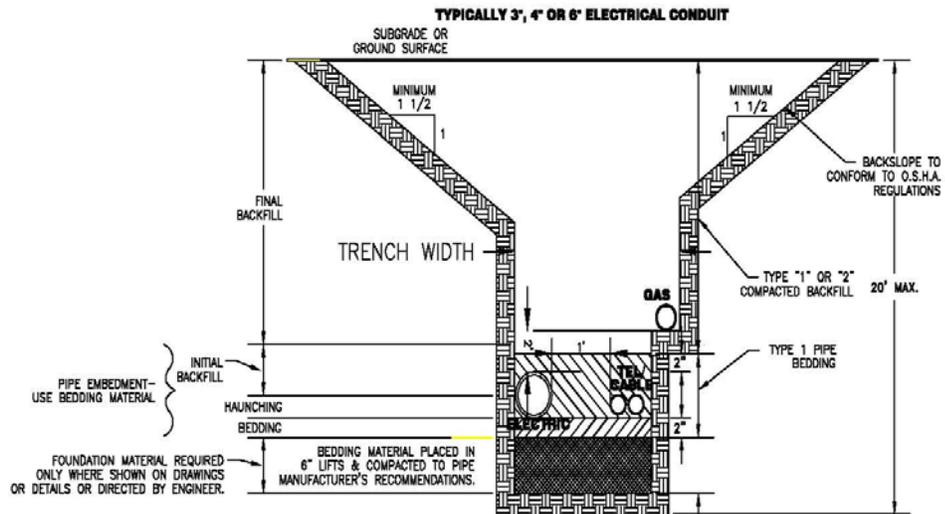
IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS

9.03 Joint Trenching Details (cont'd)

- Trench Detail C – Single electric utility conduit, single gas pipe and two communications conduits in same trench
  - Alternate trench detail



IF SUPPORT OR SHIELD SYSTEM IS NOT USED,  
 MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES  
 LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V.  
 COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS

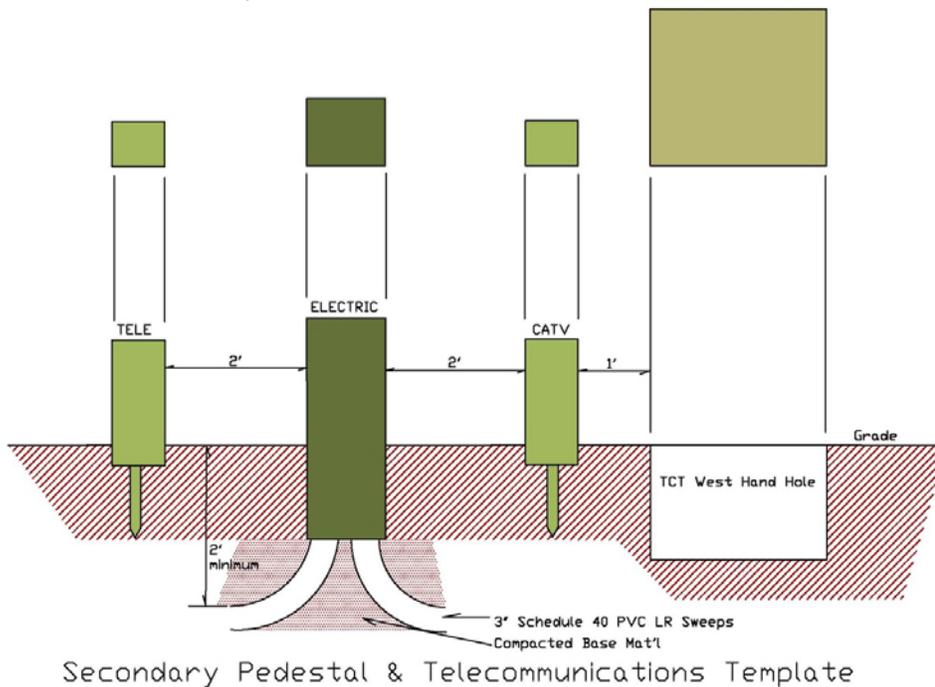


IF SUPPORT OR SHIELD SYSTEM IS NOT USED,  
 MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES  
 LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V.  
 COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS

9.04 Secondary Pedestal Photograph (typical) and Installation Template

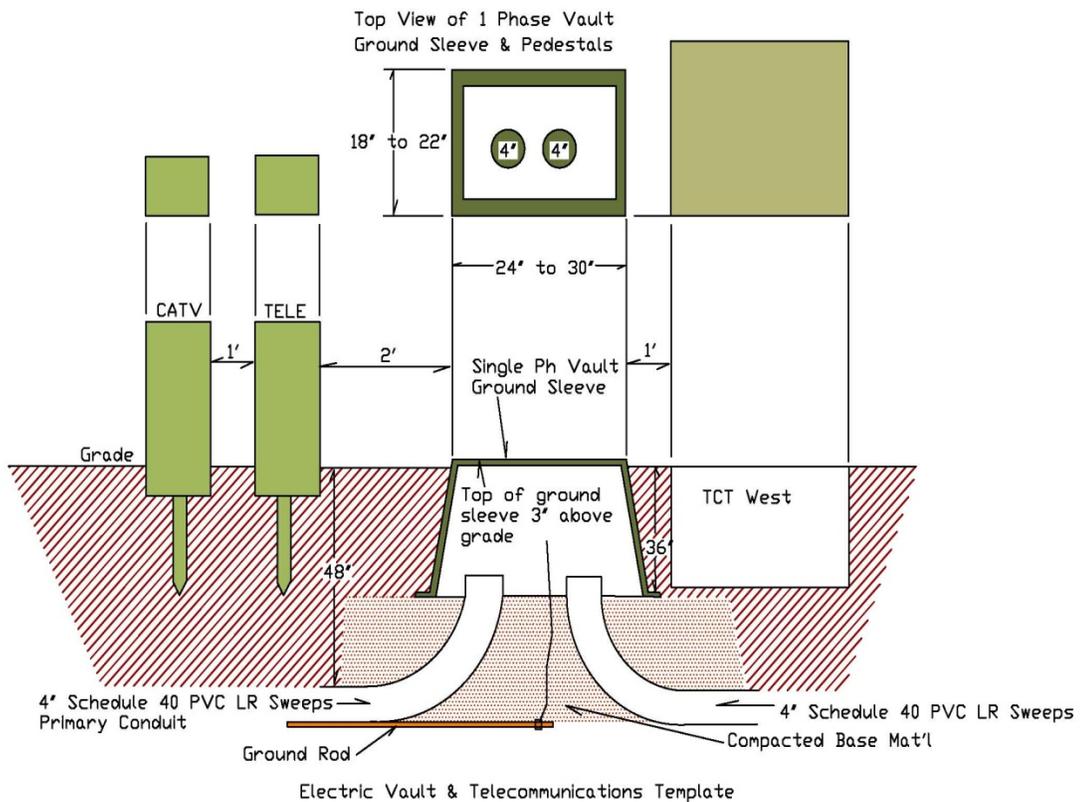


Top View of Pedestals

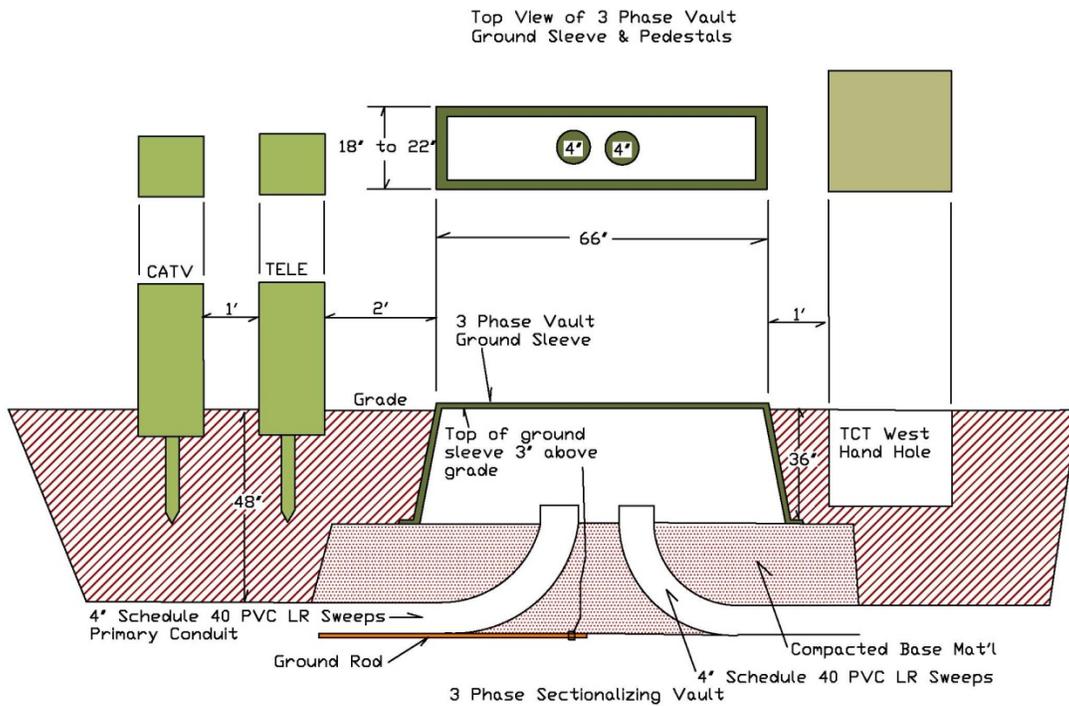


Secondary Pedestal & Telecommunications Template

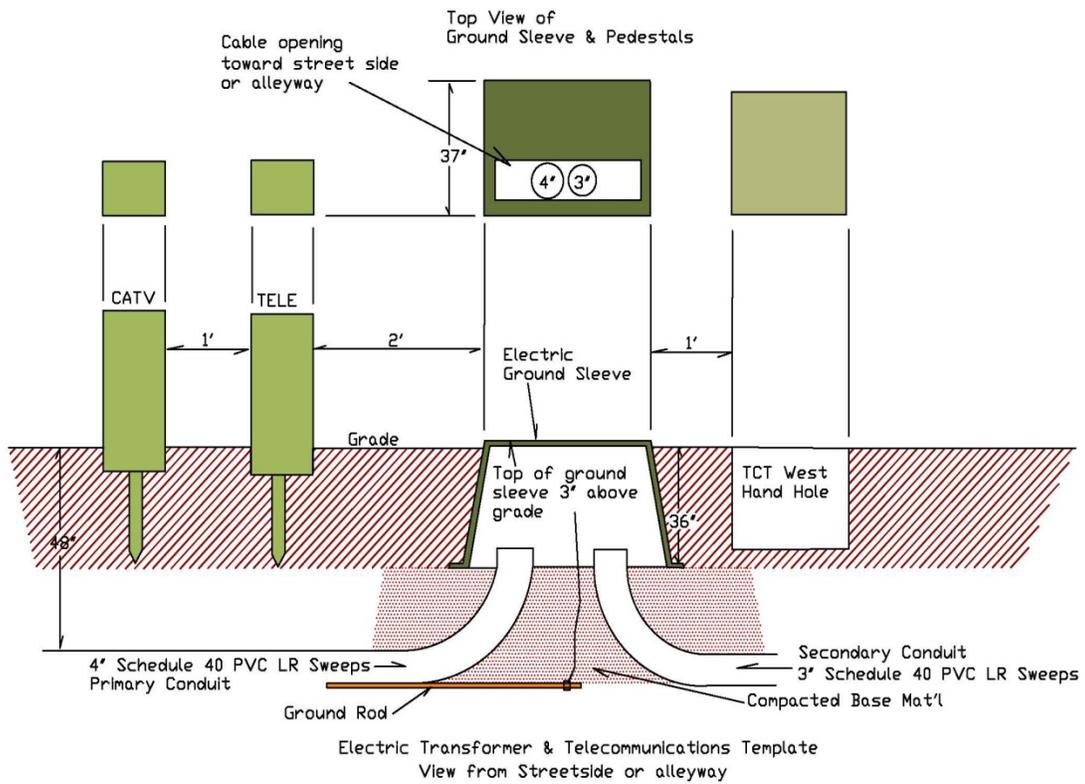
9.05 Single Phase Sectionalizing Cabinet Ground Sleeve Photo (typical) and Installation Template



**9.06 Three-Phase Sectionalizing Cabinet Ground Sleeve Photograph (typical) and Installation Template**



**9.07 Padmount Transformer Box Pad Photograph (typical) and Installation Template**



**9.08 Overhead Communications Location Assignments on Utility Poles** – Whenever possible, the attachment of overhead communications facilities on utility poles for current communications utilities operating in the City of Cody shall follow the following order:

- 1) Charter Communications – Attachment Point 40” below the lowest power attachment.
- 2) TCT West Communications – Attachment Point 12” to 14” below Charter attachment.
- 3) CenturyLink Communications – Attachment Point 12” to 14” below TCT West attachment.

**Section X  
ELECTRICAL PERMITS**

ELECTRICAL PERMITS WILL BE ISSUED TO ELECTRICAL CONNTRACTORS HOLDING A CURRENT CITY OF CODY LICENSE. OWNERS OF SINGLE FAMILY DWELLINGS MAY BE ISSUED PERMIT. ALL PERMITS REQUIRE INSPECTIONS BASED ON THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE.

**SERVICE UPGRADES**

- THRU 200 AMP \$25.00
- OVER 200 AMP \$50.00

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**NEW SINGLE & TWO FAMILY DWELLINGS**

- INCLUDES PERMANENT SERVICE, ROUGH-IN, AND FINAL INSPECTIONS. \$50.00

**DWELLING ADDITIONS**

- WITH NEW SERVICE UPGRADE \$50.00
- NOT REQUIRING NEW SERVICE \$25.00
- SMALL JOBS (rewire, add circuits, repairs etc.) \$25.00

**REINSPECTIONS:**

- REQUIRING REMOVAL OF RED TAGS \$25.00

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**COMMERCIAL WIRING PERMITS**

INCLUDES PERMANENT SERVICE, ROUGH-IN AND FINAL INSPECTIONS.

FEES SHALL BE COMPUTED ON THE DOLLAR VALUE OF THE ELECTRICAL INSTALLATION, INCLUDING FIXTURES AND INSTALLATION COSTS THEREOF, AS FOLLOWS:

- MINIMUM PERMIT \$ 25.00
- \$1,001-\$5,000 \$ 50.00
- \$5,001-\$25,000 \$100.00
- \$25,001-\$50,000 \$150.00
- \$50,001-\$100,000 \$250.00
- \$100,001 and over \$250.00 FOR THE FIRST \$100,000 PLUS \$1.00 FOR EACH \$1,000 OVER

**REINSPECTIONS:**

- REQUIRING REMOVAL OF RED TAGS \$ 50.00

**Note:** Contact the City of Cody Building Department to verify permit fees. This manual is updated annually and may not reflect the latest changes in permit fees.

**Section XI**

**NET METERING POLICY**

**11.01 - General Information**

The City of Cody Electric Division allows net metering installations for renewable energy sources with a maximum capacity of 25 kW. Any request for larger installations will have to be cleared through the Wyoming Municipal Power Agency as well as the City Council. Cody is a member of WMPA and as such, is bound to an all-requirements power contract with WMPA. Larger installations must negotiate an agreement with WMPA for installation on the City Electrical Distribution System. If a larger system is being contemplated by a Customer, contact information for WMPA can be obtained from the Administrative Services Department at Cody City Hall.

**11.02 - Metering Requirements**

1. The City of Cody will supply a dual reading meter to allow measurement of both City supplied electrical service and Customer supplied excess electrical energy that is fed back onto the City's distribution system. The Customer will be billed for the cost of the meter by the City.
2. The Customer shall provide an automatic disconnect device that will prevent backflow of power onto the City's electrical grid in the event that City service to the meter is interrupted. This device should provide a visible open point to verify that the renewable energy source or Customer generation equipment is not back-feeding power onto the City grid. If the automatic disconnect device does not provide a visible open, a manual disconnect device must be installed that will provide the visible open.

**11.03 - Net Metering Energy Reconciliation**

1. Both registers on the dual reading meter will be read each month. The energy generated by the Customer shall be deducted from the energy supplied to the Customer by the City and the Customer will be billed or credited with the difference at the retail rate.

**Section XII**

**SECURITY LIGHTING POLICY**

**12.01 - General Information**

The City of Cody will provide unmetered security lighting for Customers for residential or commercial use under the following guidelines:

**12.02 - Security Light Applications Procedures**

1. Security light installation requests must be submitted in writing to Administrative Service with the following information provided with the request:
  - a. Name and contact information for Customer requesting the light.
  - b. Site plan showing location of requested security light
  - c. Size (in watts) of requested light
  - d. Orientation of security light (direction light arm will point)
  - e. Requested date for installation of light

**12.03 Customer Responsibilities**

1. Customers requesting unmetered security lights shall be responsible for:
  - a. Full cost of material and installation of the security light, pole if required and wiring.
  - b. Monthly charge based on the wattage rating of the security light as listed in Article III Section 9-13 (f) of the City Ordinance.
  - c. Notification to the City of Cody when repairs are required for the security light. Such notification should be made to Administrative Services at the Cody City hall. Administrative Services shall then issue a service order to the Electric Division for repair of the security light.

**12.04 The City of Cody Responsibilities**

1. The City of Cody will:
  - a. Provide a written estimate of the material and installation costs associated with the security light after receiving a security light request.
  - b. Perform all necessary repairs to the security light at no cost to the Customer upon receiving a service order from City Hall for repair of the security light.
  - c. Retain ownership of the security light and any other material or equipment required for installation of the security light.

**ORDINANCE 2015-01**

**AN ORDINANCE REZONING 1414, 1420, AND 1426 STAMPEDE AVENUE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO LIMITED BUSINESS (D-1).**

WHEREAS, the City of Cody received an application from Leonard Moore, John and Lonna Krebs, and Geving LLC as the owners of 1426, 1420, and 1414 Stampede Avenue, respectively, to rezone these properties from Residential "A" to Limited Business (D-1);

WHEREAS, said lands are described as Lots 1, 2, and 3 of Block 3, Glendale Addition in the City of Cody, Park County, Wyoming.

WHEREAS, the Planning and Zoning Board conducted a properly advertised public hearing on January 13, 2015, and recommends that the governing body of the City of Cody rezone said lands to Limited Business (D-1); and,

WHEREAS, the governing body of the City of Cody finds that it is in the best interest of the public to rezone the three lots to Limited Business (D-1), as requested.

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

Section 1: That the property located at 1426, 1420, and 1414 Stampede Avenue, and described as Lots 1, 2, and 3 of Block 3, Glendale Addition in the City of Cody, Park County, Wyoming, shall be and the same is hereby rezoned to Limited Business (D-1), as set forth in City of Cody Code 10-10A.

Section 2: That the official zoning map of the City of Cody is amended to show the foregoing zone change.

Effective Date. This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

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

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

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

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

ATTEST:

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