City of Cody City Council

REVISED

AGENDA

Tuesday, April 3, 2012 - 7:00 p.m. (Pre-Meeting 6:30 p.m., Conference Room A)
Meeting Place: City Hall – Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

New Employee – Noah Bollom, Street Maintenance Operator I
New Employee – Joshua Pauley, Journey Line Worker

Proclamations:
Saturday, March 28th - Arbor-Earth Day
April 2012 – Month of the Military Child

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

    a. Approval of Minutes of the Special Meetings from 3/15/12, and 3/27/12, Joint Special Meeting with Shoshone Recreation District from 3/15 and Regular Meeting Minutes from 3/20/12.
    b. Approve vouchers and payroll in the amount of $640,402.84.
    c. Consider a request to declare certain equipment as surplus and authorize staff to proceed with the online auction process for sale of such equipment.
    d. Authorize the Mayor to sign a revised contract between the City of Cody and the Baker Brothers for 2012 for water sales, dedicating the City's portion to the Paul Stock Aquatic and Recreation Center.
    e. Consider electing to the WAM –JPIC Board of Directors Mayor Judy Johnstone of Burns, Clerk Treasurer David Kendall of Lingle and Clerk Treasurer Tracy Glanz of Worland for three year terms ending April 30, 2015 and elect Clerk Treasurer Bonnie Halford of Mountain View to a one year term ending April 30, 2013.
    f. Consider a request by the Irma Hotel to close 12th Street between Sheridan Avenue and Beck Avenue on Friday, May 11, 2012 at 12:00 p.m. through Sunday, May 13, 2012 at 12:00 p.m. for the Cody Wild West Days, authorize an open container permit for Saturday, May 12, 2012 from 10:00 a.m. to midnight, authorize the use of additional barricades from the City to close off the alleys between Sheridan and Beck and to close 12th Street at Sheridan and Beck and approve the recommendations outlined by staff.
    g. Consider a request from the Park County Board of Realtors to close 12th Street between Sheridan Avenue and Beck Avenue on July 2, 2012 from 7:00 p.m. to 12:00 a.m., authorize a live band to play during the event, authorize an open container permit for the event and approve the recommendations and conditions as outlined by staff for the 2012 Realtors for Kids Charity Event.
    h. Consider a request by the Cody Gunfighter's to close 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from June 1, 2012 through September 30, 2012 from 5:30 p.m. to 7:00 p.m. for their nightly event

and a request the Cody Gunfighters to close 12th Street from Sheridan Avenue south to the alley from 8:00 a.m. Saturday, September 22, 2012 from 9:00 a.m. through 3:00 p.m. on Sunday, September 23, 2012 for the Gunfighter Festival Event and approve the recommendations outlined by staff.

i. Consider a request from Mike Darby to close 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue on Sunday, September 16, 2012 from 9 a.m. to 4 p.m.; and obtain an open container permit for the event and approve the recommendations and conditions as outlined by staff for the Motorcycle Cannonball Endurance Run.

j. Consider a request from the Kefar Shriners to hold a carnival in Cody May 30 through June 3, 2012 between 8th and 10th Street, and on 9th Street between Sheridan Avenue and Beck Avenue; authorize the closure of the streets beginning on May 28, 2012 at 8:00 a.m. until June 4, 2012 at 11:00 a.m.; and approve the request contingent on the recommendations and conditions outlined by staff.

k. Consider a request to expend Homeland Security Grant Funds in the amount of $20,000 for an Enforcement Technology Group, DL-007, Five Camera Direct-Link Series Crisis Response Throw Phone System.

l. Consider authorizing a survey, funds to be expended from the Council's contingency funds, on an utility easement located north of Huff and Puff Street between 14th and Heart Mountain Streets.

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

3. Public Hearing

a. A public hearing to determine if it is in the public interest to amend the list of permitted uses in the Residential "A" Zone pursuant to Section 10-7B-1 of the Cody City Code.

4. Conduct of Business

a. Consider a request to approve a Public Right-of-Way Maintenance Agreement between the City of Cody and Robert and Twyla Balsam and authorize the mayor to sign the agreement.

Staff Reference: Jennifer Rosencranse, City Administrator

b. Consider a request to enter into a project agreement between the City of Cody and the Wyoming Water Development Commission (WWDC) for the Cody West Transmission Pipeline Project and authorize the Mayor to sign the agreement subject to the review and approval by the City Attorney.

Staff Reference: Steve Payne, Public Works Director

c. Consider a request from Hollis Jones authorizing him to plant a community garden on public right-of-way identified as south of the property addressed as 1448 Alger Avenue and authorize the use of Raw Water from one parcel to the benefit of another.

Staff Reference: Steve Payne Public Works Director
Spokesperson: Hollis Jones

d. **ORDINANCE 2012-06 – FIRST READING**
AN ORDINANCE AMENDING TITLE 10, CHAPTER 7, ARTICLE B, SECTION 1 OF THE CITY OF CODY CODE: USES PERMITTED, RESIDENTIAL "A" DISTRICTS.
Staff Reference: Todd Stowell, City Planner

e. **ORDINANCE 2012-07 – FIRST READING**
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTION OF TITLE 8 CHAPTER 1 ARTICLE III, OF THE CODY CITY CODE TO MODIFY PAYMENT OF BILLS.
Staff Reference: Leslie Brumage, Finance Officer

f. **ORDINANCE 2012-08 – FIRST READING**
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8 CHAPTER 1 ARTICLE II, OF THE CODY CITY CODE TO MODIFY METER AND SERVICE DEPOSITS.
Staff Reference: Leslie Brumage, Finance Officer

g. **ORDINANCE 2012-09 – FIRST READING**
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8 CHAPTER 2 ARTICLE II, OF THE CODY CITY CODE TO MODIFY WATER METERS; INSPECTIONS; SERVICE CHARGES.
Staff Reference: Leslie Brumage, Finance Officer

h. **ORDINANCE 2012-05 –THIRD AND FINAL READING**
AN ORDINANCE AMENDING SECTION 10-15-6(B)(9) PROVIDING FOR EXCEPTIONS FOR GARAGE SALE SIGNS
Staff Reference: Scott Kolpitcke, City Attorney

i. **RESOLUTION 2012-10**
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2011-2012.
Staff Reference: Leslie Brumage, Finance Officer

5. Tabled Items

a. **ORDINANCE 2012-04- SECOND READING AS AMENDED**
AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE CITY OF CODY CODE: NUISANCE ABATEMENT
Staff Reference: Scott Kolpitcke, City Attorney

6. Matters from Staff Members or Council Members

Proclamation

Arbor~Earth Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is not observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal,

I urge all citizens to celebrate Arbor~Earth Day and to support efforts to protect our trees and woodlands. F urther, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

NOW THEREFORE, FOR THESE SIGNIFICANT REASONS, I, Nancy Tia Brown, *Mayor of the City of Cody, Wyoming,* do hereby proclaim Saturday, April 28, 2012, as Arbor ~ Earth Day in Cody, Wyoming.

CITY OF CODY
WYOMING

Nancy Tia Brown
Mayor, City of Cody

Attest:
Administrative Services Officer

Proclamation

Whereas, April is the **Month of the Military Child,** an opportunity to recognize military children and youth for their heroism, character, courage, sacrifices, and continued resilience.

Whereas, there are 1.7 million American children and youth under 18 with a parent serving in the military and approximately 5,000 of these children and teens live in Wyoming.

Whereas, military children and youth are major contributors to the fabric and strength of our service members today, tomorrow, and every day.

Whereas, military children and youth continue to make significant contributions to families, schools, communities, and their Nation despite prolonged and repeated absences of one or both parents.

Whereas, the State of Wyoming is committed to provide military children with a quality-of-life commensurate with their sacrifices by promoting excellence in schools, funding and standardizing child and youth programs and services, and providing strong, supportive environments.

We proclaim Wyoming children and youth
"Everyday Heroes in Your Community"
and commit to activities and events to recognize them.

CITY OF CODY
WYOMING

_____
Nancy Tia Brown
Mayor, City of Cody

_____
Attest:
Administrative Services Officer

City of Cody
Council Proceedings
Thursday, March 15, 2012

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, March 15, 2012 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Donny Anderson, Charles Cloud, Jerry Fritz and Bryan Edwards, City Attorney, Scott Kolpitcke and City Administrator, Jenni Rosencranse

Absent: None

Mayor Brown called the meeting to order at 4:16 p.m.

The Governing Body discussed the special funding interview process and whether the Council felt it was necessary to interview each applicant, as well as, if any applicant had requested an interview or if they should look at the new applicants or ones who have not brought a request to the Council in sometime. It was determined they would interview Yellowstone County Assistance Network, Yellowstone Recreations Foundation, Park County Animal Shelter, Wyoming Senior Citizens Inc., CASA of the 5th Judicial District and Olive Glenn Golf and Country Club. Council was directed to review the applications and get back with staff as to any other applicants they may want to interview. Staff will work with Council to set up those interviews.

Leslie Brumage, Finance Officer requested the Council appoint members to a committee to discuss the development of a new Purchasing Policy in reference to purchasing in general and purchasing locally. Council Members Cloud, Fritz and Wolz were appointed to this committee.

Leslie Brumage, Finance Officer, brought two draft ordinances in regards to "Payment of Bills" and "Utility Deposit". Both issues were discussed at the Council Retreat in January.The Governing Body discussed the residential deposit and allowing $150.00 be paid at the time of application and the remaining $50.00 the next month. In reference to the additional deposit required if receiving three or more shut off notices in a 12-month period and who does not already have a deposit shall be required to pay a deposit of $300.00 for residential account or $1,000 for commercial account in order to continue receiving utility services. Residential customers may pay this deposit in up to two monthly installments of $150 each. Commercial customers must pay this deposit in full. Customers with existing deposits who are sent 3 or more shut off notices in a 12-month period shall pay an amount sufficient enough to increase the deposit total on the account to $300 for residential customers per account or $1000 for commercial customers per account. Residential customers may pay this deposit in two equal monthly installments if the existing deposit on the account is less than $200. Commercial customers must pay this deposit in full. Staff has directions in revising these draft ordinances and will bring to the Council in April for first reading.

Steve Payne, Public Works Director, reminded the Council of the approved expenditures in FY 11-12 for improvements to the Bob Moore Parking Lot, along with some improvements the Lions Club would like to see in this location. The Lions are willing to pay the City $5000.00 to assist in this project. During discussion, staff mentioned possible avenues for the additional funding requirement of approximately $2,000. Council also indicated this could come out of the contingency fund if necessary. Staff was given direction on how to proceed. No other action was taken.

Discussion was held by the Governing Body on the parking at Paul Stock Aquatic & Recreation Center in what is considered the Drop-Off Zone. The Traffic Committee met on March 7, 2012 and recommended to the Council add an additional sign within the drop-off area clearly identifying the area as a drop-off zone with no parking allowed and further paint the curb and gutter not currently painted orange with red paint. Additionally, it was recommended that there be designated parking stalls in the parking lot for 15 minute parking. Such stalls to be up to six in number. Staff was given direction to proceed as recommended by the Traffic Committee. No other action was taken.

Jenni Rosencranse, City Administrator informed the Governing Body on the driving criteria that has been adopted by the Wyoming Assessment Risk Management, this is the City's property insurance carrier. She went over the policy and presented the Governing Body as to the direction the City would like to take in reference to this policy and revising the City's personnel policy to address the driving criteria and how the City would address violations in reference to this driving policy. Staff was given direction on how to proceed. No action was taken.

The Governing Body discussed the agenda for March 20, 2012 Council Meeting. No action was taken.

Council Member Miller made a motion seconded by Council Member Edwards to enter into an Executive Session to discuss a personnel matter pursuant to Wyoming State Statute 16-4-405 at 6:50 p.m. Motion carried. Council Member Miller made a motion seconded by Council Member Edwards to exit the Executive Session at 7:04 p.m. Motion carried. Staff was directed to move forward with filling a vacancy in the Solid Waste Division. No other action was taken.

There being no further discussion, the meeting adjourned at 7:07 p.m.

Cynthia Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Thursday, March 15, 2012

A special meeting with the Cody Council and the Shoshone Recreation District was held at the Sunset House Restaurant in Cody, Wyoming on Thursday, March 15, 2012 at 11:00 a.m.

City of Cody Council:

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Donny Anderson, Stan Wolz and Charles Cloud.

Absent: Council Members Jerry Fritz and Bryan Edwards.

Shoshone Recreation District:

Present: Dossie Overfield, Sarah Mikesell Growney, Dan Haman, Tony Hult, Dave Treick, Alan Rosenbaum.

Absent: Margie Johnson, Matt Hall, Scott Aune, and Sandy Newsome.

Others Present: City Administrator, Jenni Rosencranse and Cindy Baker, Administrative Services Officer, Rick Manchester, Parks Recreation and Facilities Director, and Jolene Selk, Administrative Secretary.

Mayor Brown called the meeting to order at 11:15 a.m.

After members of both boards introduced themselves a history of the Shoshone Recreation District (SRD) was provided by Jolene Selk including the funding and the structure of the District's Board. Other information was provided on the Shoshone Recreation Foundation and Park County Recreation Board, all being separate and distinct. Jenni Rosencranse provided information on the City's Revenue and General Fund accounts.

Discussion revolved around the two boards (City of Cody Council and SRD) clarifying their relative roles, future planning, long term goals and enhancement of communication.

There being no further discussion, the meeting adjourned at 12:58 p.m.

Cynthia Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Tuesday, March 27, 2012

A special meeting with the Cody Council was held in the Conference Room A in City Hall Cody, Wyoming on Tuesday, March 27, 2012 at 5:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Jerry Fritz, Bryan Edwards, Stan Wolz and Charles Cloud, City Attorney, Scott Kolpitcke and Cindy Baker, Administrative Services Officer

Absent: Council Members Steve Miller.

Mayor Brown called the meeting to order at 5:00 p.m.

The Governing Body discussed Nuisance Ordinance 2012-04 that was tabled at the March 20th Council meeting. Staff was directed to make the revisions and present at the Council meeting on Tuesday, April 3rd.

There being no further discussion, the meeting adjourned at 7:09 p.m.

Cynthia Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Tuesday, March 20, 2012

A regular meeting of the Cody City Council was held at the Cody Auditorium in Cody, Wyoming on Tuesday, March 20, 2012 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Stan Wolz, Bryan Edwards, Donny Anderson, Charles Cloud, and Jerry Fritz, City Administrator, Jenni Rosencranse, 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 Cloud to approve the agenda as presented. Vote was unanimous.

Mayor Brown recognized House Representatives Sam Krone and Pat Childers who were in attendance.

Mayor Brown thanked TCT West for the broadcasting of this meeting due to the location change of the meeting.

Mayor Brown introduced Major General Kenneth L. Reiner, Adjutant General for Wyoming Air and Army National Guard who discussed the situation with the four armories in the Big Horn Basin and a change in where the units will be located. The Big Horn Basin is going from four communities and two units to two communities and one unit. During this process there will be a study to look at this in a logical manner, look at options, and request input and feedback in reference to the logistics of where the National Guard is going to be located in the Big Horn Basin area. Comments can be emailed to ngwy.pao@ng.army.mil

Council Member Miller made a motion seconded by Council Member Anderson to approve items on the Consent Agenda including approval of Minutes of the Special Meeting from 3/1/12 and Regular Meeting Minutes from 3/6/12, approval of vouchers and payroll in the amount of $1,313,335.71, authorize the Mayor to sign a letter to the Wyoming Business Council in reference to Cody's position regarding the Cody Stampede Board as a Community Development Organization in reference to the Community Enhancement Grant, authorize the Mayor to sign an adjudication in regards to an application for a flood detention storage below the shop from the 17th storm drainage project completed in 2002, a joint project between the City of Cody and the Wyoming Highway Department and authorize the payment of the filing fee in the amount of $20.00, authorize the Mayor to sign the Asset Transfer Agreement and Bill of Sale between Rocky Mountain Power and the City of Cody for the purchase of distribution lines and equipment in the North Cody Annex area. Vote was unanimous.

At 7:31 p.m. Mayor Brown began the public hearing to determine if it is in the public interest to issue an unassigned bar and grill license. The applicant for this license had withdrawn the

application and after asking for public comment three times and there being none further, the Mayor entered into the second public hearing to determine if it is in the public interest to issue the retail liquor license to one of the five applicants who have applied for the City's unissued license. It was noted the Cody Stampede Board has withdrawn their application, Due to the census and increase in population, the City of Cody was granted an additional retail liquor license. Jenni Rosencranse, City Administrator provided information on the types of licensing and difference in each license. Scott Kolpitcke, City Attorney reviewed the State Statues in regard to the criteria of denial of new or transferred licenses. Also noted the ordinance the City of Cody adopted in further reference to criteria. Mayor Brown described the process in which the applicants and public comments would be heard.

Edwin Higbie Jr. provided the Council with background information as it pertained to the Rusty Spur application. Tim Stanwood, Misty Schultz, Deborah Johnson, and Carolyn Sharp spoke in opposition of this applicant, while Jim Neely spoke in favor. Leonard Moore provided background information as it pertained to the Pat O'Hara Brewing Co. LLC application. Jim Bruno, Lori Ramseier, Ken Stockwell, Thaddeaus Pau and John McClure spoke in favor of this application. Ev Diehl provided background information as it pertained to the Chamberlin Inn application. Deb Simpson spoke in favor of this application. John Dickson and Perry Grey provided background information as it pertained to the WalMart applications. Vaughn Place spoke in opposition of this application and Kelly Statton provided general comments. There was no spokesperson or comments for the La Comida application and the Cody Stampede withdrew their application prior to the meeting. Those providing general comments were H. Keith Dahlen, Jim Oberly, Sarah Mikesell Growney and Tony Martoglio. Staff noted 57 emails and letters had been received with 43 in support of one or more applicants and 14 opposed of one or more applicants.

After asking for public comment three times and there being none further, Mayor Brown closed the public hearing at 9:53 p.m.

Council Member Cloud made a motion seconded by Council Member Wolz to table the consideration of issuance of the retail liquor license until the March 29th Work Session . Vote was unanimous.

ORDINANCE 2012-04- SECOND READING AS AMENDED
AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE CITY OF CODY CODE: NUISANCE ABATEMENT
Council Member Miller made a motion seconded by Council Member Anderson to table Ordinance 2012-04. Vote was unanimous.

ORDINANCE 2012-05 –SECOND READING
AN ORDINANCE AMENDING SECTION 10-15-6(B)(9) PROVIDING FOR EXCEPTIONS FOR GARAGE SALE SIGNS
Council Member Cloud made a motion seconded by Council Member Fritz to approve Ordinance 2012-05 on second reading. Vote was unanimous.

RESOLUTION 2012-09
A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING FOR THE DESIGN AND COMPLETE RECONSTRUCTION OF ROBERTS STREET FROM BIG HORN AVENUE TO ISHAWOOA TRAIL AVENUE.

Council Member Edwards made a motion seconded by Council Member Cloud to pass Resolution 2012-09 Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 10:19 p.m.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACE HARDWARE							
2390							
	226545	SUPPLIES	03/01/2012	8.99	8.99	04/04/2012	
	226885	GREENHOUSE SUPPLIES	03/07/2012	15.98	15.98	04/04/2012	
	226919	SUPPLIES	03/08/2012	56.45	56.45	04/04/2012	
	226931	PLASTIC TOOL BOXES FOR F0	03/08/2012	27.98	27.98	04/04/2012	
	226949	GREENHOUSE SUPPLIES	03/08/2012	12.48	12.48	04/04/2012	
	226978	NEW RECYCLE CENTER	03/09/2012	82.50	82.50	04/04/2012	
	226980	SHOP SUPPLIES	03/09/2012	79.90	79.90	04/04/2012	
	226981	SUPPLIES	03/09/2012	5.49	5.49	04/04/2012	
	227002	PARTS FOR GREENHOUSE	03/09/2012	.72	.72	04/04/2012	
	227105	GLOVES TO CLEAN RESTROO	03/12/2012	9.49	9.49	04/04/2012	
	227107	NEW RECYCLE CENTER	03/12/2012	82.50	82.50	04/04/2012	
	227108	LIGHT BULB	03/12/2012	9.49	9.49	04/04/2012	
	227160	SUPPLIES	03/12/2012	12.99	12.99	04/04/2012	
	227170	TOOLS	03/13/2012	63.28	63.28	04/04/2012	
	227172	SUPPLIES	03/13/2012	29.99	29.99	04/04/2012	
	227227	REPAIR SOCCER GOALS	03/13/2012	8.99	8.99	04/04/2012	
	227230	SOCCER GOAL SUPPLIES	03/13/2012	19.96	19.96	04/04/2012	
	227418	SUPPLIES	03/16/2012	6.49	6.49	04/04/2012	
	227424	NUTS AND BOLTS	03/16/2012	6.75	6.75	04/04/2012	
	227453	SUPPLIES	03/16/2012	16.48	16.48	04/04/2012	
	227455	TOOLS FOR SIGN TRUCK	03/16/2012	109.96	109.96	04/04/2012	
	227464	SUPPLIES	03/16/2012	20.98	20.98	04/04/2012	
	227470	CREDIT - TOOLS FOR SIGN TR	03/16/2012	41.99-	41.99-	04/04/2012	
	227492	LEAF PICK UP SUPPLIES	03/17/2012	51.98	51.98	04/04/2012	
	227591	SUPPLIES	03/19/2012	28.48	28.48	04/04/2012	
	227610	SUPPLIES	03/19/2012	9.99	9.99	04/04/2012	
	227698	CABLE TIES	03/20/2012	6.99	6.99	04/04/2012	
	227747	TOOLS FOR SIGN TRUCK	03/21/2012	14.49	14.49	04/04/2012	
	227867	TAGS FOR SNOW FENCE	03/23/2012	3.00	3.00	04/04/2012	
Total 2390:				760.78	760.78		
ADVANCED INFO SYSTEMS							
129162							
	9296	CYCLE 1 OUTSOURCE BILLS	03/19/2012	426.68	426.68	04/04/2012	
	9305	CYCLE 2 OUTSOURCE BILLS	03/21/2012	202.42	202.42	04/04/2012	
Total 129162:				629.10	629.10		
ALDRICH LUMBER CO							
450							
	447555	STAKES FOR CULVERT INSTAL	03/09/2012	5.06	5.06	04/04/2012	
	447869	SYSTEM UPGRADE	03/15/2012	161.70	161.70	04/04/2012	
	447999	SUPPLIES	03/19/2012	5.39	5.39	04/04/2012	
	448232	SNOW FENCE	03/23/2012	78.99	78.99	04/04/2012	
Total 450:				251.14	251.14		
ALSCO							
126551							
	815734	TOWELS	03/12/2012	30.80	30.80	04/04/2012	
	816165	RUGS - CITY HALL	03/13/2012	48.69	48.69	04/04/2012	
	816166	RUGS - AUDITORIUM	03/13/2012	169.02	169.02	04/04/2012	
	817606	TOWELS	03/19/2012	31.18	31.18	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126551:				279.69	279.69		
ALTISOURCE SOLUTIONS INC							
129316							
	16170014	CREDIT FOR UTILITY BALANCE	03/13/2012	131.56	131.56	04/04/2012	
	16170014	REFUND UTILITY DEPOSIT	03/13/2012	100.00	100.00	04/04/2012	
Total 129316:				231.56	231.56		
AMERICAN PUBLIC POWER ASSN							
610							
	150974	APWA MEMBERSHIPS	03/12/2012	149.00	149.00	04/04/2012	
Total 610:				149.00	149.00		
AMERICAN WELDING & GAS, INC.							
128592							
	01661344	PARTS	03/08/2012	50.07	50.07	04/04/2012	
	01663660	CO2	03/12/2012	71.58	71.58	04/04/2012	
	01665982	CO2	03/14/2012	34.44	34.44	04/04/2012	
	01673423	SAFETY GLOVES	03/22/2012	29.19	29.19	04/04/2012	
	1623958CM	CREDIT - DUPLICATE PAYMEN	03/09/2012	16.75-	16.75-	04/04/2012	
Total 128592:				168.53	168.53		
ARROWHEAD SCIENTIFIC INC							
127309							
	54428	INVESTIGATION SUPPLIES	03/02/2012	14.52	14.52	04/04/2012	
Total 127309:				14.52	14.52		
BEARDALL, RYAN W							
129329							
	032712	INTERPRETING SERVICES FOR	03/27/2012	35.00	35.00	04/04/2012	
Total 129329:				35.00	35.00		
BIG HORN HORTICULTURAL SERVICE							
123189							
	230453	INSECTICIDE TREATMENT FOR	03/13/2012	180.00	180.00	04/04/2012	
	230454	INSECTICIDE TREATMENT FOR	03/13/2012	90.00	90.00	04/04/2012	
	230455	INSECTICIDE TREATMENT FOR	03/13/2012	270.00	270.00	04/04/2012	
	230456	INSECTICIDE TREATMENT FOR	03/13/2012	270.00	270.00	04/04/2012	
	230457	REMOVE STUMPS	03/14/2012	1,350.00	1,350.00	04/04/2012	
	230458	TREE REMOVAL 15TH & SALSB	03/14/2012	1,850.00	1,850.00	04/04/2012	
Total 123189:				4,010.00	4,010.00		
BIG HORN PAINT							
1180							
	0056592	PAINT - NEW RECYCLE BUILDI	03/09/2012	1,073.26	1,073.26	04/04/2012	
Total 1180:				1,073.26	1,073.26		
BIG HORN WHOLESALE							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
1210							
	1845	CLEANING SUPPLIES	03/09/2012	201.64	201.64	04/04/2012	
	1849	CLEANING SUPPLIES	03/12/2012	739.40	739.40	04/04/2012	
Total 1210:				941.04	941.04		
BILLINGS INSULATION SERVICE							
129317							
	15149	INSULATION - NEW RECYCLE B	03/06/2012	5,470.32	5,470.32	04/04/2012	
Total 129317:				5,470.32	5,470.32		
BLUE CROSS BLUE SHIELD OF WY							
1360							
	040112	INSURANCE PREMIUM	04/01/2012	100,900.54	100,900.54	04/04/2012	
	040112	INSURANCE PREMIUM - CREDI	04/01/2012	510.78-	510.78-	04/04/2012	
Total 1360:				100,389.76	100,389.76		
BLUE GAVEL PRESS							
129327							
	215078	SAFETY TRAINING GUIDE	03/16/2012	128.57	128.57	04/04/2012	
Total 129327:				128.57	128.57		
BOONE'S MACHINE SHOP							
1400							
	49899	REPAIR GATE AT BECK LAKE T	03/12/2012	8.08	8.08	04/04/2012	
Total 1400:				8.08	8.08		
BORDER STATES INDUSTRIES INC							
1420							
	903742828	SYSTEM REPAIRS	03/16/2012	841.20	841.20	04/04/2012	
Total 1420:				841.20	841.20		
BRESNAN COMMUNICATIONS							
123538							
	030412-PD	INTERNET - PD	03/04/2012	65.15	65.15	04/04/2012	
	031512-REC	CREDIT FOR REC CENTER CAB	03/15/2012	48.52-	48.52-	04/04/2012	
	031512-SHOP	INTERNET - SHOP	03/15/2012	149.95	149.95	04/04/2012	
	032012-CH	INTERNET - CITY HALL	03/20/2012	102.90	102.90	04/04/2012	
Total 123538:				269.48	269.48		
BRUCO INC							
1550							
	297871	VACUUM REPAIRS	03/09/2012	316.60	316.60	04/04/2012	
Total 1550:				316.60	316.60		
C & C WELDING							
1690							
	14520	REPAIR TRAIL GATES - BECK L	03/08/2012	47.19	47.19	04/04/2012	
	14542	PIPE FOR 24TH & E AVE	03/13/2012	90.00	90.00	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1690:				137.19	137.19		
CASELLE INC							
1930							
	41596	CASELLE COURT SOFTWARE	03/12/2012	500.00	500.00	04/04/2012	
Total 1930:				500.00	500.00		
CAT'S WEST UPHOLSTERY							
2050							
	117131	WEIGHT BENCH REPAIRS	03/12/2012	222.50	222.50	04/04/2012	
Total 2050:				222.50	222.50		
CDW GOVERNMENT, INC.							
124671							
	G985813	BACK UP DRIVES	03/12/2012	1,007.04	1,007.04	04/04/2012	
Total 124671:				1,007.04	1,007.04		
CENTURY LINK							
10091							
	031912	PHONE CHARGES	03/19/2012	719.18	719.18	04/04/2012	
Total 10091:				719.18	719.18		
CHUCKS SIGN COMPANY							
2230							
	1455	LETTER WINDOW - ENG DEPT	02/29/2012	100.00	100.00	04/04/2012	
Total 2230:				100.00	100.00		
CITY OF CODY							
2260							
	031612	UTILITIES	03/16/2012	421.65	421.65	04/04/2012	
	032312	UTILITIES	03/23/2012	3,228.44	3,228.44	04/04/2012	
	032312	UTILITIES	03/23/2012	61.34	61.34	04/04/2012	
	032312	UTILITIES	03/23/2012	1,161.88	1,161.88	04/04/2012	
	032312	UTILITIES	03/23/2012	4,374.25	4,374.25	04/04/2012	
	032312	UTILITIES	03/23/2012	2,560.53	2,560.53	04/04/2012	
	032312	UTILITIES	03/23/2012	7,681.57	7,681.57	04/04/2012	
	032312	UTILITIES	03/23/2012	1,512.02	1,512.02	04/04/2012	
	032312	UTILITIES	03/23/2012	1,819.04	1,819.04	04/04/2012	
	032312	UTILITIES	03/23/2012	1,265.38	1,265.38	04/04/2012	
	032312	UTILITIES	03/23/2012	526.19	526.19	04/04/2012	
	032312	UTILITIES	03/23/2012	4,245.06	4,245.06	04/04/2012	
Total 2260:				28,857.35	28,857.35		
CLARK WIRELESS							
128561							
	22455	RADIO VOLUME KNOB	03/20/2012	26.17	26.17	04/04/2012	
Total 128561:				26.17	26.17		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
CODY CAB							
129079							
	031612	TIPSY TAXI VOUCHERS (13)	03/16/2012	91.00	91.00	04/04/2012	
	031912	TIPSY TAXI VOUCHERS (15)	03/19/2012	105.00	105.00	04/04/2012	
	032612	TIPSY TAXI VOUCHERS (12)	03/26/2012	84.00	84.00	04/04/2012	
Total 129079:				280.00	280.00		
CODY CHAMBER OF COMMERCE							
124707							
	3406	TOBACCO COMPLIANCE CHEC	03/08/2012	160.00	160.00	04/04/2012	
	3419	MEETING EXPENSE	03/12/2012	80.00	80.00	04/04/2012	
Total 124707:				240.00	240.00		
COVENTRY HOMES							
129323							
	13120510	REFUND UTILITY DEPOSIT	03/22/2012	39.28	39.28	04/04/2012	
Total 129323:				39.28	39.28		
CRUM ELECTRIC							
3300							
	1315699-00	TOOLS	03/22/2012	627.42	627.42	04/04/2012	
	1315699-01	CABLE	03/22/2012	3,614.72	3,614.72	04/04/2012	
	1315699-02	CABLE	03/22/2012	1,119.66	1,119.66	04/04/2012	
	1315965-00	TOOLS	03/09/2012	1,493.07	1,493.07	04/04/2012	
	1318365-00	BATTERIES	03/06/2012	16.44	16.44	04/04/2012	
	1318669-00	SUPPLIES	03/09/2012	106.67	106.67	04/04/2012	
	1318821-00	BATTERIES	03/09/2012	18.40	18.40	04/04/2012	
	1319097-00	SOCCER GOAL SUPPLIES	03/12/2012	34.46	34.46	04/04/2012	
	1320179-00	GOLF COURSE CABLE REPLAC	03/15/2012	1,716.33	1,716.33	04/04/2012	
	1320848-00	BUILDING MAINT.	03/16/2012	62.61	62.61	04/04/2012	
	1321059-00	ST LIGHT REPAIRS	03/19/2012	4.62	4.62	04/04/2012	
	1321210-00	SUPPLIES	03/19/2012	18.62	18.62	04/04/2012	
	1322380-00	TRACER WIRE	03/22/2012	299.12	299.12	04/04/2012	
	1322714-00	NEW SERVICES	03/23/2012	208.00	208.00	04/04/2012	
Total 3300:				9,340.14	9,340.14		
DASH MEDICAL GLOVES							
127577							
	INV0725687	SAFETY GLOVES	03/13/2012	224.70	224.70	04/04/2012	
Total 127577:				224.70	224.70		
DELL MARKETING							
3520							
	XFP7F9KR9	IT BUDGET - PC'S	03/15/2012	1,675.06	1,675.06	04/04/2012	
Total 3520:				1,675.06	1,675.06		
DENNY'S GUNS & MAPS							
126229							
	11510	UNIFORMS (LESS SALES TAX)	03/21/2012	41.97	41.97	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126229:				41.97	41.97		
DIAMOND VOGEL PAINTS							
124749							
	101390943	STREET PAINT	03/20/2012	27,089.70	27,089.70	04/04/2012	
Total 124749:				27,089.70	27,089.70		
DUNCAN & ALLEN							
3857							
	031612	LEGAL SERVICES - N CODY AN	03/16/2012	5,009.14	5,009.14	04/04/2012	
Total 3857:				5,009.14	5,009.14		
EAGLE OF CODY							
123442							
	32012	APPLICATION FOR UTILTIES F	03/20/2012	158.00	158.00	04/04/2012	
Total 123442:				158.00	158.00		
EAGLE RECOVERY & TOWING							
126679							
	5539	TOWING FOR CASE 12-298	03/15/2012	123.00	123.00	04/04/2012	
Total 126679:				123.00	123.00		
ECOLAB PEST ELIM. DIV.							
128686							
	7574077	PEST CONTROL - REC CENTER	03/12/2012	57.50	57.50	04/04/2012	
	7574077	PEST CONTROL - REC CENTER	03/12/2012	57.50	57.50	04/04/2012	
	7574078	PEST CONTROL - AUDITORIUM	03/12/2012	65.00	65.00	04/04/2012	
Total 128686:				180.00	180.00		
ENERGY WEST							
2630							
	030912	UTILITIES	03/09/2012	368.00	368.00	04/04/2012	
	030912	UTILITIES	03/09/2012	1,122.51	1,122.51	04/04/2012	
	030912	UTILITIES	03/09/2012	1,646.92	1,646.92	04/04/2012	
	030912	UTILITIES	03/09/2012	214.93	214.93	04/04/2012	
	030912	UTILITIES	03/09/2012	548.70	548.70	04/04/2012	
	030912	UTILITIES	03/09/2012	370.57	370.57	04/04/2012	
	031212	UTILITIES	03/12/2012	618.84	618.84	04/04/2012	
	032312	UTILITIES	03/23/2012	134.73	134.73	04/04/2012	
	9834	PLASTIC YARD LINE - NEW RE	03/13/2012	268.00	268.00	04/04/2012	
Total 2630:				5,293.20	5,293.20		
ENGINEERING ASSOCIATES							
4140							
	3203048	NORTH CODY DISTRIBUTION F	03/19/2012	406.25	406.25	04/04/2012	
Total 4140:				406.25	406.25		
FARM PLAN CORPORATION							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
4210							
	2767153	UNIFORMS	03/11/2012	52.99	52.99	04/04/2012	
	2769998	UNIFORMS	03/20/2012	195.00	195.00	04/04/2012	
Total 4210:				247.99	247.99		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY40206	TOOL BOXES FOR SERVICE TR	03/06/2012	442.15	442.15	04/04/2012	
	WYCDY40215	LOCK NUT FOR C03	03/06/2012	1.36	1.36	04/04/2012	
	WYCDY40219	DRILL BITS	03/06/2012	25.12	25.12	04/04/2012	
	WYCDY40244	BOLTS TYMCO SWEEPER	03/07/2012	20.36	20.36	04/04/2012	
	WYCDY40266	BOLTS TYMCO SWEEPER	03/08/2012	4.03	4.03	04/04/2012	
	WYCDY40346	PLOW BOLTS FOR BLADES	03/13/2012	14.76	14.76	04/04/2012	
	WYCDY40362	SAW BLADE	03/14/2012	76.30	76.30	04/04/2012	
	WYCDY40444	DRILL BITS FOR GUARD RAIL R	03/20/2012	65.85	65.85	04/04/2012	
	WYCDY40480	BOLTS	03/21/2012	3.07	3.07	04/04/2012	
	WYCDY40525	BALER PARTS	03/22/2012	4.13	4.13	04/04/2012	
Total 126018:				657.13	657.13		
FED-EX							
4250							
	7-831-12456	SHIPPING	03/22/2012	39.29	39.29	04/04/2012	
Total 4250:				39.29	39.29		
FERGUSON WATERWORKS							
127653							
	0555930-1	HYDRANT WRENCHES	09/14/2011	51.91	51.91	04/04/2012	
Total 127653:				51.91	51.91		
FREMONT BEVERAGES INC							
127301							
	29940	STRAWS	03/12/2012	8.00	8.00	04/04/2012	22000
	29940	FUEL SURCHARGE	03/12/2012	3.00	3.00	04/04/2012	
Total 127301:				11.00	11.00		
GDA ENGINEERS							
4620							
	00002 - 3/12/1	RAW WATER PROJECT	03/12/2012	1,800.00	1,800.00	04/04/2012	
Total 4620:				1,800.00	1,800.00		
GONNION, BETTY							
129328							
	4059033	REFUND OVERDRAFT FEES	03/26/2012	12.50	12.50	04/04/2012	
Total 129328:				12.50	12.50		
HARRIS TRUCKING & CONST. CO							
4780							
	122358	BEDDING MATERIAL	03/20/2012	127.88	127.88	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4780:				127.88	127.88		
HD SUPPLY UTILITIES LTD							
6730							
	1899955-00	NORTH CODY PROJECT	03/13/2012	5,630.08	5,630.08	04/04/2012	
	1960077-00	NORTH CODY PROJECT	03/21/2012	57.26	57.26	04/04/2012	
Total 6730:				5,687.34	5,687.34		
HOLM, ROY							
129324							
	666-3	PERMIT 666-3	03/19/2012	150.00	150.00	04/04/2012	
Total 129324:				150.00	150.00		
HOMAX OIL SALES, INC.							
129090							
	CL33975-IN	FUEL - PD	02/29/2012	3,711.92	3,711.92	04/04/2012	
	CL33976-IN	FUEL - PARKS	02/29/2012	83.69	83.69	04/04/2012	
	CL33976-IN	FUEL - PARKS	02/29/2012	432.04	432.04	04/04/2012	
	CL33976-IN	FUEL - ELEC DEPT	02/29/2012	62.84	62.84	04/04/2012	
	CL33978-IN	FUEL - SKI BUS	02/29/2012	437.75	437.75	04/04/2012	
	CL33980-IN	FUEL - BUILDING INSPECTION	02/29/2012	116.88	116.88	04/04/2012	
Total 129090:				4,845.12	4,845.12		
HOVLAND, BILL							
128911							
	87637	TOOLS	03/23/2012	16.95	16.95	04/04/2012	
Total 128911:				16.95	16.95		
ICMA RETIREMENT-457-#303143							
5170							
	567412	Contributions	03/19/2012	5,467.64	5,467.64	03/19/2012	
Total 5170:				5,467.64	5,467.64		
ICOP							
129056							
	0002622-IN	BATTERIES FOR ICOP MICROP	03/08/2012	174.15	174.15	04/04/2012	
Total 129056:				174.15	174.15		
INTELLIGENT PRODUCTS							
123017							
	138676A	MUTT MITTS	03/15/2012	531.55	531.55	04/04/2012	
Total 123017:				531.55	531.55		
JARVIS, GEORGE B							
127571							
	032112	VOLLEYBALL REFEREE	03/21/2012	150.00	150.00	04/04/2012	
Total 127571:				150.00	150.00		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
KINCHELOE PLUMBING AND HEATING							
5750							
	3/20/12	REPAIR RESTROOM SINK AT M	03/20/2012	79.78	79.78	04/04/2012	
Total 5750:				79.78	79.78		
KIPLEY, JOSHUA							
129325							
	7192028	REFUND UTILITY DEPOSIT	03/22/2012	36.50	36.50	04/04/2012	
Total 129325:				36.50	36.50		
L.N. CURTIS & SONS							
127560							
	3117180-00	TACTICAL VESTS	03/13/2012	8,955.00	8,955.00	04/04/2012	
Total 127560:				8,955.00	8,955.00		
LAWRENCE, JOHN BRETT							
129318							
	13582012	REFUND UTILITY DEPOSIT	03/14/2012	39.63	39.63	04/04/2012	
Total 129318:				39.63	39.63		
LOCAL GOV'T LIABILITY POOL							
6176							
	7801	LIABILITY INSURANCE PREMIU	03/16/2012	53,493.00	53,493.00	04/04/2012	
Total 6176:				53,493.00	53,493.00		
LUKE MAGARGAL CUSTOM BUILDING							
129322							
	1301	REPAIR GREENHOUSE DAMAG	03/05/2012	2,565.00	2,565.00	04/04/2012	
Total 129322:				2,565.00	2,565.00		
LUTHER, AMANDA							
129319							
	11143019	REFUND UTILITY DEPOSIT	03/15/2012	44.01	44.01	04/04/2012	
Total 129319:				44.01	44.01		
LYLE SIGNS INC							
123209							
	875663	SIGN MAKING MATERIALS	03/21/2012	840.00	840.00	04/04/2012	
Total 123209:				840.00	840.00		
MC CUMBER LOCKSMITH SHOP							
6390							
	2936A	KEYS	02/29/2012	9.75	9.75	04/04/2012	
	2955A	KEYS	03/09/2012	30.00	30.00	04/04/2012	
Total 6390:				39.75	39.75		
MONTANA LAW ENFORCE ACADEMY							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129320							
	5792	TRAINING - C08	02/22/2012	50.00	50.00	04/04/2012	
Total 129320:				50.00	50.00		
MOUNTAIN WEST INC							
6930							
	022567	UNIFORMS	03/22/2012	27.60	27.60	04/04/2012	
	022568	EMBROIDERY CHARGE	03/22/2012	24.09	24.09	04/04/2012	
Total 6930:				51.69	51.69		
NORTHWEST PIPE							
7400							
	1905886-1	GATE VALVE REPAIRS	03/12/2012	106.72	106.72	04/04/2012	
	1929074	GOLF COURSE RAW WATER	03/19/2012	803.28	803.28	04/04/2012	
Total 7400:				910.00	910.00		
OFFICE SHOP, THE							
7440							
	3569	COPIER - PD	03/06/2012	1,205.46	1,205.46	04/04/2012	
	3570	COPIER - SHOP	03/06/2012	84.61	84.61	04/04/2012	
	3570	COPIER - SHOP	03/06/2012	84.61	84.61	04/04/2012	
	3570	COPIER - SHOP	03/06/2012	84.61	84.61	04/04/2012	
	3570	COPIER - SHOP	03/06/2012	84.61	84.61	04/04/2012	
	3570	COPIER - SHOP	03/06/2012	84.61	84.61	04/04/2012	
	3570	COPIER - SHOP	03/06/2012	84.61	84.61	04/04/2012	
	3571	COPIER - REC CENTER	03/06/2012	1,256.47	1,256.47	04/04/2012	
	3571	COPIER - REC CENTER	03/06/2012	1,256.48	1,256.48	04/04/2012	
	3572	COPIER - CITY HALL	03/06/2012	858.26	858.26	04/04/2012	
	3574	COPIER - ENGINEERING	03/06/2012	168.82	168.82	04/04/2012	
Total 7440:				5,253.15	5,253.15		
O'REILLY AUTOMOTIVE, INC.							
128494							
	SC01605431	SERVICE CHARGE FOR LATE F	01/28/2012	1.15	1.15	04/04/2012	
Total 128494:				1.15	1.15		
OVERFIELD, WILLIAM							
124164							
	2086602	REFUND TEMP SERVICE FEE	03/21/2012	105.00	105.00	04/04/2012	
Total 124164:				105.00	105.00		
OWEN, DON							
125181							
	032112	VOLLEYBALL REFEREE	03/21/2012	187.50	187.50	04/04/2012	
Total 125181:				187.50	187.50		
PARK COUNTY							
7670							
	552	LEC CONTRACT	03/13/2012	15,527.95	15,527.95	04/04/2012	
	552	LEC UTILITIES	03/13/2012	1,011.94	1,011.94	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7670:				16,539.89	16,539.89		
PARK COUNTY CIRCUIT COURT							
128493							
	031912	CV-2010-1030	03/19/2012	27.29	27.29	03/19/2012	
Total 128493:				27.29	27.29		
PARK SEED WHOLESALE, INC.							
7773							
	20361729	GREENHOUSE SUPPLIES	03/08/2012	26.87	26.87	04/04/2012	
Total 7773:				26.87	26.87		
PARK SUPPLY OF AMERICA							
127000							
	41118800	VACUUM REPAIR	03/09/2012	18.05	18.05	04/04/2012	
Total 127000:				18.05	18.05		
PITNEY BOWES INC							
126886							
	8683311-MR12	EQUIPMENT RENTAL	03/13/2012	1,257.51	1,257.51	04/04/2012	
Total 126886:				1,257.51	1,257.51		
PRIME POWER & COMMUNICATIONS							
123352							
	INJC0000691	NORTH CODY FEEDER LINE	03/15/2012	20,640.00	20,640.00	04/04/2012	
Total 123352:				20,640.00	20,640.00		
PURCHASE ADVANTAGE CARD							
430							
	008896	BABYSITTING CLASS	03/08/2012	5.00	5.00	04/04/2012	
	013353	REC CENTER PROGRAMS - AQ	03/13/2012	13.25	13.25	04/04/2012	
	013487	ASAP PROGRAM - REC CENTE	03/13/2012	22.62	22.62	04/04/2012	
	016099	MEETING EXPENSE	03/16/2012	6.99	6.99	04/04/2012	
	017049	BIRTHDAY PARTY - REC CENT	03/17/2012	19.99	19.99	04/04/2012	
Total 430:				67.85	67.85		
ROCKY MOUNTAIN DISCOUNT SPORT							
8680							
	175365	EAR PROTECTION	03/19/2012	74.97	74.97	04/04/2012	
Total 8680:				74.97	74.97		
ROCKY MOUNTAIN POWER							
7570							
	032212	UTILITIES	03/22/2012	42.16	42.16	04/04/2012	
	032212	UTILITIES	03/22/2012	247.85	247.85	04/04/2012	
Total 7570:				290.01	290.01		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
RUTLEDGE, CORINNA E							
129321							
	031212	OVERPAYMENT ON MC-1202-0	03/12/2012	40.00	40.00	04/04/2012	
Total 129321:				40.00	40.00		
S & S AUDIO - VIDEO INC							
8840							
	10065658	SUPPLIES	03/09/2012	4.97	4.97	04/04/2012	
	10065778	SUPPLIES - MEETING 3/20/12	03/19/2012	114.45	114.45	04/04/2012	
Total 8840:				119.42	119.42		
SAGE CIVIL ENGINEERING							
124355							
	1945	RAW WATER PROJECT	03/09/2012	1,997.00	1,997.00	04/04/2012	
Total 124355:				1,997.00	1,997.00		
SCHOENING, WILLIAM D							
123147							
	032112	BASKETBALL REFEREE	03/21/2012	84.00	84.00	04/04/2012	
	032112	VOLLEYBALL REFEREE	03/21/2012	75.00	75.00	04/04/2012	
Total 123147:				159.00	159.00		
SHOSHONE OFFICE SUPPLY							
9140							
	0087541	TONER	02/23/2012	110.87	110.87	04/04/2012	
	0087705	JOURNAL - IRRIGATION SCHED	03/09/2012	8.47	8.47	04/04/2012	
	0087769	SUPPLIES	03/09/2012	288.54	288.54	04/04/2012	
	0087807	COPY PAPER	03/13/2012	395.00	395.00	04/04/2012	
	0087844	MATERIALS & SUPPLIES	03/16/2012	9.89	9.89	04/04/2012	
	0087847	OFFICE SUPPLIES	03/19/2012	23.93	23.93	04/04/2012	
	0087915	SUPPLIES	03/14/2012	85.30	85.30	04/04/2012	
	0088025	FOOT RESTS	03/19/2012	45.98	45.98	04/04/2012	
	0088025	COPY PAPER	03/19/2012	446.50	446.50	04/04/2012	
	0088026	SUPPLIES	03/19/2012	49.88	49.88	04/04/2012	
	0088030	CHAIR MATS (3)	03/20/2012	521.37	521.37	04/04/2012	
Total 9140:				1,985.73	1,985.73		
SIGNWAREHOUSE.COM							
126845							
	3252	TEFLON STRIPS FOR SIGN PLO	03/13/2012	76.98	76.98	04/04/2012	
Total 126845:				76.98	76.98		
SKINNER, TONYA							
123304							
	032112	VOLLEYBALL REFEREE	03/21/2012	25.00	25.00	04/04/2012	
Total 123304:				25.00	25.00		
SPORTSMITH							
126245							
	610050	CABLE UNIT	03/08/2012	101.75	101.75	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126245:				101.75	101.75		
T & R SERVICE							
9730							
	70365	PCB TESTING	03/20/2012	15.00	15.00	04/04/2012	
Total 9730:				15.00	15.00		
THE UPS STORE							
6240							
	1021	EVIDENCE SHIPPING	03/05/2012	9.34	9.34	04/04/2012	
	1471	SHIPPING / SUPPLIES	03/13/2012	14.69	14.69	04/04/2012	
	5782	SHIPPING	03/09/2012	10.38	10.38	04/04/2012	
	5828	SHIPPING CASE 12-322	03/12/2012	27.49	27.49	04/04/2012	
	5878	SUPPLIES	03/13/2012	19.26	19.26	04/04/2012	
	6090	SHIPPING	03/19/2012	10.99	10.99	04/04/2012	
	6214	EVIDENCE SHIPPING	03/22/2012	9.95	9.95	04/04/2012	
Total 6240:				102.10	102.10		
TITAN ACCESS							
128471							
	1C11151	DOOR GLASS FOR BACKHOE	03/05/2012	328.36	328.36	04/04/2012	
Total 128471:				328.36	328.36		
TOWNSEND, JERRY							
129326							
	14407021	UTILITY REFUND	03/23/2012	100.76	100.76	04/04/2012	
Total 129326:				100.76	100.76		
TRIPLE L SALES							
9980							
	I-20610	SWEEPER WATER FITTINGS	03/12/2012	86.19	86.19	04/04/2012	
Total 9980:				86.19	86.19		
ULINE							
128826							
	42926263	INVESTIGATION SUPPLIES	03/06/2012	293.60	293.60	04/04/2012	
Total 128826:				293.60	293.60		
VEOLIA ES TECHNICAL SOLUTIONS							
128737							
	EW529595	STREET LIGHT REPAIRS	03/08/2012	1,053.09	1,053.09	04/04/2012	
Total 128737:				1,053.09	1,053.09		
WAL MART COMMUNITY BRC							
10330							
	00176	REC PROGRAMS - AQUATICS	03/19/2012	122.22	122.22	04/04/2012	
	00494	ASAP - REC CENTER	03/21/2012	73.60	73.60	04/04/2012	
	00495	ASAP - REC CENTER	03/21/2012	19.58	19.58	04/04/2012	
	006303	OFFICE, SQUAD ROOM, CMD T	03/07/2012	183.97	183.97	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	01/22/12STMT	LATE FEE	01/22/2012	7.58	7.58	04/04/2012	
	02/22/12STMT	LATE FEE	02/22/2012	6.65	6.65	04/04/2012	
	02549	SHOP SUPPLIES	02/24/2012	31.85	31.85	04/04/2012	
	02625	OFFICE SUPPLIES	03/16/2012	6.36	6.36	04/04/2012	
	02628	PAPER PLATES	03/15/2012	3.97	3.97	04/04/2012	21000
	02628	Chips	03/15/2012	9.88	9.88	04/04/2012	20031
	02628	Crackers	03/15/2012	2.48	2.48	04/04/2012	20034
	02628	Ramen Soup	03/15/2012	11.76	11.76	04/04/2012	20050
	02628	Snack Cakes	03/15/2012	14.14	14.14	04/04/2012	20027
	02628	Fruit Snacks	03/15/2012	5.34	5.34	04/04/2012	20026
	02628	Popcorn	03/15/2012	5.00	5.00	04/04/2012	20049
	02628	Pizza	03/15/2012	13.28	13.28	04/04/2012	20045
	05747	COFFEE	03/09/2012	17.81	17.81	04/04/2012	
	05747	COFFEE	03/09/2012	15.25	15.25	04/04/2012	
	07126	CARPET CLEANER	03/16/2012	22.46	22.46	04/04/2012	
	12/22/11STMT	LATE FEE	12/22/2011	7.19	7.19	04/04/2012	
Total 10330:				580.37	580.37		
WATCO POOLS							
10370							
	13587	REPAIR POOL VACUUM	03/06/2012	1,376.49	1,376.49	04/04/2012	
Total 10370:				1,376.49	1,376.49		
WCSTELECOM							
124746							
	21053926	LONG DISTANCE	03/01/2012	158.53	158.53	04/04/2012	
Total 124746:				158.53	158.53		
WESCO DISTRIBUTION INC							
10480							
	623477	SYSTEM UPGRADE	03/09/2012	592.00	592.00	04/04/2012	
	623926	CABLE	03/13/2012	3,553.51	3,553.51	04/04/2012	
	624337	SYSTEM UPGRADE	03/15/2012	124.99	124.99	04/04/2012	
Total 10480:				4,270.50	4,270.50		
WEST PARK HOSPITAL							
10500							
	030212	POLICE DEPT - BLOOD DRAWS	03/02/2012	141.55	141.55	04/04/2012	
Total 10500:				141.55	141.55		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4020039	NORTH CODY PROJECT	03/14/2012	43,457.13	43,457.13	04/04/2012	
	4020040	NORTH CODY PROJECT	03/14/2012	8,033.16	8,033.16	04/04/2012	
	4020199	NORTH CODY PROJECT	03/19/2012	27,811.46	27,811.46	04/04/2012	
Total 10605:				79,301.75	79,301.75		
WIRELESS ADVANCED COMMUNICATIO							
126455							
	217597	POLICE CAR SET UP	03/01/2012	8,399.52	8,399.52	04/04/2012	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126455:				8,399.52	8,399.52		
WOMACK MACHINE SUPPLY CO.							
128944							
	0101015	HYD. 10143-08-08	02/21/2012	7.14	7.14	04/04/2012	HYD. 10143-08-08
Total 128944:				7.14	7.14		
WOODWARD TRACTOR CO							
10660							
	75720	REPAIR GREENHOUSE DAMAG	03/06/2012	65.75	65.75	04/04/2012	
Total 10660:				65.75	65.75		
WY CHILD SUPPORT #167207							
127631							
	031912	CHILD SUPPORT #167207/CV 1	03/19/2012	159.23	159.23	03/19/2012	
Total 127631:				159.23	159.23		
WYOMING ASSOCIATION OF MUN							
10770							
	12152	TRAINING	03/22/2012	50.00	50.00	04/04/2012	
Total 10770:				50.00	50.00		
WYOMING STATE PHARMACY BOARD							
11000							
	030812	CONTROLLED STUBSTANCE R	03/08/2012	80.00	80.00	04/04/2012	
Total 11000:				80.00	80.00		
YANKEE CAR WASH							
128282							
	022912	CAR WASHES - PD	02/29/2012	51.61	51.61	04/04/2012	
	022912	CAR WASHES - BUILDING INSP	02/29/2012	20.00	20.00	04/04/2012	
	022912	CAR WASHES - VEHICLE MAIN	02/29/2012	6.00	6.00	04/04/2012	
Total 128282:				77.61	77.61		
YELLOWSTONE FIRE SOCCER ASSOC							
125308							
	032112	YOUTH FUTSAL PROGRAM	03/21/2012	481.60	481.60	04/04/2012	
Total 125308:				481.60	481.60		
Grand Totals:				430,835.57	430,835.57		

Payroll $209,567.27 Total $ 640,402.84

MEETING DATE: APRIL 3, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE
PRESENTED BY:LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Declaration of Surplus Items for Auction

ACTION TO BE TAKEN:

Designate the equipment listed below as surplus and authorize staff to proceed with selling them at an online auction.

SUMMARY OF INFORMATION:

The City recently completed three online auctions with success and after a discussion with the Department Heads it was determined that the online auction process should continue on a quarterly basis to dispose of surplus equipment. Each department has been contacted and the following list of surplus equipment prepared for listing in an online auction:

Description	Dept	Reserve Amt
Genisys Scan Tool	525	$ -
HP Color Jet Laser Printer	520	$ -
Misc police vehicle equipment (flashlights, chargers, radios & brackets, console accessories)	525	$ -
Printer Cartridges	525	$ -
Sony Digital Camera	530	$ -
Tire Pressure Monitor Scan Tool	525	$ -
Walkie Talkies (2)	525	$ -
1997 Chevy Blazer	525	$ 1,500.00
OTC Ford Breakout Box	525	$ -
28 Large Super Sacks	530	$ -
33 Small Super Sacks	530	$ -
Porta Power Pipe Cutter	545	$ -
3/8 Electric Drill	545	$ -
Stihl Cut Off Saw	545	$ -
Misc Filters & Hand Tools	545	$ -
Fire Hose & Discharge Hose	545	$ -
Electric Winch	545	$ -
8 Ton Bottle Neck Jack	545	$ -
Sewer Camera	550	$ 500.00
Kawasaki 3" Trash Pump	545	$ 250.00
Hand Oil Pump for 5 Gallon Bucket	545	$ -
Assorted PVC Fittings	545	$ 100.00
Knife Set	310	$ -
Safe	310	$ -

AGENDA ITEM NO. _____

Description	Dept	Reserve Amt
LCD Television	310	$ -
Vinyl Dolls (2)	310	$ -
Knife w/Sheath	310	$ -
Porcelain Doll	310	$ -
Subwoofers & Amp	310	$ -
Jigsaw Puzzle	310	$ -
Piggy Banks (2)	310	$ -
In Dash DVD Players	310	$ -
Action Figure Playset	310	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 5 - Metal 55 Gallon Barrels	520	$ -
Lot of 4 Plastic 55 Gallon Barrels	550	$ -
Lot of 4 Plastic 55 Gallon Barrels	550	$ -
Lot of 4 Plastic 55 Gallon Barrels	550	$ -
Lot of 4 Plastic 55 Gallon Barrels	550	$ -
Rockwell/Delta Table Saw	410	$ -
De Walt Drill	410	$ -
John Deere Tiller	410	$ -
Makita Circular Saw	410	$ -
Craftsman Detail Biscuit Joiner	410	$ -
Pneumatic Jitterbug Hand Sander	410	$ -
Makita Cut Out Tool	410	$ -

The following equipment has already been declared as surplus and remains unsold from previous auctions. Staff recommends that it be relisted:

Description	Dept	Reserve Amt
125 HP Electric Motor	545	$ 250.00
125 HP Electric Motor	545	$ 250.00
125 HP Electric Motor	545	$ 250.00
Public Parcel - Lot 7 Blk 12 Valley View	420	$ 38,000.00
Johnston Street Sweeper	520	$ 5,000.00
Precor Elliptical	430	$ -

AGENDA ITEM NO. _____

FISCAL IMPACT

It is difficult to determine how much the City will receive from the sale of the items with no reserve however if the City sells all the items that have a reserve the potential revenue could be at least $56,100

ALTERNATIVES

1. Approve the list, declaring the items as surplus and available for auction
2. Reject the list and cancel the auction

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

MEETING DATE: MARCH 20 OR APRIL 3
CONSENT AGENDA
DEPARTMENT: PARKS, RECREATION, AND PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Baker Brothers Water Contract Revision

ACTION TO BE TAKEN:

Authorize the Mayor to sign a revised contract for 2012 water sales, dedicating the City's portion (20% of gross sales) to the Paul Stock Aquatic and Recreation Center instead of the VFW. They would like to make the designation starting with money collected in 2011.

SUMMARY OF INFORMATION:

At the request of the Baker Brothers, since they use the Rec Center frequently, they would like to re-designate the contract beneficiary to the Rec Center.

FISCAL IMPACT

There is $120 in water sales revenue that would go to the Rec Center.

ALTERNATIVES

1. Do not authorize the change.

ATTACHMENTS

1. Letter from Baker Brothers Water.
2. Draft Contract with change of beneficiary

AGENDA & SUMMARY REPORT TO:

David Baker, 927 Canyon Ave., Cody WY 82414

AGENDA ITEM NO. _____

LEASE AGREEMENT
FOR
David Baker
Baker Brothers Water Sales

THIS LEASE AGREEMENT is made and entered into this 1st Day of May, 2012, by and between the City of Cody, Wyoming (Lessor) and David Baker owner of Baker Brothers Water Sales – 927 Canyon Ave., Cody, Wyoming (Lessee).

RECITALS

1. Lessor is a municipal corporation in Park County, Wyoming. Lessor owns a right-of-ways and easements on the sidewalks adjacent to Sheridan Ave. between 8th and 1th Streets, City Park, and Mountain Bell Plaza located in Cody, Wyoming.

2. Lessee is an individual who desires to lease the space/right-of-way for the purposes of selling bottled water from a portable wagon/cart.

NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

3. Lessor does hereby demise and lease unto Lessee and Lessee does hereby lease from Lessor the following described property:

- City Park (908 Sheridan Avenue)

And, any of the following:

- Mountain Bell Plaza (1326 Sheridan Avenue)
- On the sidewalks adjacent to Sheridan Ave. (Wyoming State Right-of-way) between 8th and 17th Streets.

4. The term of this lease shall be for one (1) summer season, with three (3) additional – one (1) year options. The initial summer season shall be defined as the period between June 16, 2011 and December 31, 2011. Each year thereafter Lessee shall commence operating the selling of bottled water on or about May 1. Lessee shall cease operating vending business each year on or before September 30. Lessor retains the right and has the right to use

and operate at the specified areas at all other times except for the vending season specified in this paragraph.

5. This agreement shall commence beginning June 13, 2011, and shall terminate on the last day of operation on October 1st, 2011, unless otherwise terminated pursuant to this agreement.

6. Hours of operation generally shall be as follows as defined in section 4

7. Rental payments:

a. Lessee agrees to pay to Lessor as rent for the above described a monthly rental amounting to twenty percent (20%) of the gross sales income for each month. The proceeds to the City shall be designated to Paul Stock Aquatic and Recreation Center. All rent shall be due and payable on or before the tenth day following the end of the month for which the rent is due and being computed upon. Lessor reserves the right at any time and upon reasonable notice to audit the receipts, invoices, bookkeeping and other financial paperwork maintained by Lessee for the purposes of determining accurate and proper payment to Lessor.

b. Lessee may sell bottled water during the hours specified. Lessee shall pay to City 20% of the gross proceeds from such sales.

8. Lessee covenants and agrees to use the leased premises for the purposes of selling bottled water from a portable cart or wagon and to make no unlawful use thereof and shall not keep or maintain thereon any substance or material or conduct the business in any manner which may cause a nuisance or hazard. Lessee shall inspect the leased premises daily to identify and correct any potential hazards. Lessee shall ensure that its operation does not interfere in a material way with public use of the public right of way on streets or sidewalks. If City staff requests lessor to move or otherwise modify its operation lessee shall do so.

10. Lessee shall maintain records, in a format approved by the City, showing sales. Lessee shall also provide to Lessor a menu listing all vending item's prices.

11. Upon termination of the lease, Lessee shall return the leased premises, and any equipment and supplies to Lessor in the same condition as when received, normal wear and tear accepted. Lessee shall, at all times, maintain the leased premises and equipment in a neat, clean and orderly condition. Lessee shall pick up litter and take such other reasonable steps to ensure the cleanliness of the leased premises. Lessee must first obtain prior approval of Lessor before making any improvements or changes to the leased premises.

12. Lessee shall obtain and maintain a general public liability insurance policy in the amount of $1 million for personal injury, death and property damage arising out of the use, occupancy or presence of the leased property, including claims for personal injury, death or property damage to third parties. Lessor shall be named as an additional insured on the insurance policy. Lessee hereby indemnifies and holds harmless the City from any and all claims of personal injury, death and property damage which may arise out of Lessee's use, occupancy and presence on the leased property, including claims by third parties.

13. Lessee agrees that upon reasonable notice he shall make all books and records of the operation of the vending operation available to Lessor for review and examination.

14. Lessee shall not assign this lease, nor sublet all or any part of this leased premises or equipment.

15. This lease agreement may be terminated at any time by either party upon thirty (30) days written notice.

16. Lessor and Lessee will conduct an annual review of operations after

vending business is closed for the season and at least sixty (60) days prior to the opening of the vending season. The purpose of that review shall be to make adjustments, if any, to fees and rates charged to users of the vending business, the amount of rent charged by Lessor and to the dates and hours of operation.

17. Any notice provided herein shall be considered as properly given as of the date of mailing if sent by registered mail, postage prepaid, addressed to the Lessee as follows:

David Baker
927 Canyon Ave.
Cody WY 82414

And to the Lessor as follows:

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

18. By entering into this agreement, the City of Cody does not waive its governmental and sovereign immunity. The City of Cody expressly reserves the right to assert governmental immunity and sovereign immunity as a defense to any action arising under this agreement.

19. This agreement contains the entire understanding between the parties and there are no other promises, covenants, representations or obligations except those described in this written agreement.

CITY OF CODY, WYOMING

_____
MAYOR NANCY TIA BROWN

ATTEST:

_____

JENNIFER R. ROSENCRANSE
City Administrator

_____
DAVID BAKER
BAKER BROTHERS BOTTLED
WATER SALES

received
3/6/12

Dear Mayor and City Council,

On behalf of the Baker Brother's Water Sales we would like to thank the city for allowing us to sale water during the summer of 2011. We were unable to acquire the Sun Light Springs water so we went with "Plan B" and sold Arrowhead water. We feel that this was a great service to provide to the visitors of Cody. We would request that the proceeds from our water sales go directly to the Paul Stock Aquatic center. During the past year we have used this facility on a daily basis and to show our appreciation to the city for providing such a facility we would like the commission on the water sales go to this account.

Again, thank you for granting us this opportunity and we look forward to providing this service in the summer of 2012.

Sincerely,

Brandon, Bradley and Brian Baker

Bradley
Brian

MEETING DATE: APRIL 3, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: JENNI ROSENCRANSE, CITY ADMINISTRATOR
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

WAM-JPIC Board of Directors Election

ACTION TO BE TAKEN:

Elect to the WAM-JPIC Board of Directors Mayor Judy Johnstone of Burns, Clerk Treasurer David Kendall of Lingle; and Clerk Treasurer Tracy Glanz of Worland for three year terms ending April 30, 2015 and elect Clerk Treasurer Bonnie Halford of Mountain View to a one year term ending April 30, 2013.

SUMMARY OF INFORMATION:

On February 21, 2012, the City Council nominated Mayor Judy Johnstone of Burns, Clerk Treasurer David Kendall of Lingle and Clerk Treasurer Tracy Glanz of Worland for three year terms to the WAM JPIC Board. IN addition, the City nominated Clerk Treasurer Bonnie Halford of Mountain View to a one year term. All of our nominations are now up for election and I recommend that we cast a vote to elect each of them to the terms we nominated them for. I currently serve on the board as the Chairperson, and I have been a member of the board since 2005. Each one is a good candidate for the board position.

The WAM-JPIC Board of Directors is a very fiscally minded group who makes smart, but difficult decisions regarding the rate structure and benefits of our health insurance program. We normally have between 6 to 12 months of reserves to pay claims which are very good considering how unpredictable health care costs can be.

FISCAL IMPACT

No direct fiscal impact.

ALTERNATIVES

ATTACHMENTS

Information received by WAM

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

MEETING DATE: APRIL 3, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

Street Closure –2012 Cody Wild West Days

ACTION TO BE TAKEN

Street Closure:
Requesting the closure of 12th Street, between Sheridan Avenue and Beck Avenue, from 12 p.m. on Friday, May 11th, 2012, through Sunday, May 13th, 2012, at 12:00 p.m.

Ordinance Exemption:
Exemption to Cody Ordinance 3-8; Open Containers on public streets, school grounds, parks, etc. This request is for Saturday May, 12th, 2012, from 10:00 a.m. through midnight. Alcohol will be dispensed from the porch of the Irma Hotel.

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

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

SUMMARY OF INFORMATION

The Irma Hotel, 1192 Sheridan Avenue, Cody, is requesting permission to hold their annual "Cody Wild West Days" event on 12th Street, between Sheridan Avenue and Beck Avenue, on Friday, May 11th, 2012, through Sunday, May 13th, 2012. The two (2) day event will commence at 12:00 p.m., Friday, through Sunday, at 12:00 p.m. Friday is a set-up day with Saturday being the actual day for festivities. Sunday morning will be use to tear down corals, barricades and clean the street. The event consists of a horse sale and horsemanship related demonstrations. The event is also a social gathering with alcohol being served on the porch of the Irma Hotel. The City Council has approved this request in the past.

FISCAL IMPACT

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

ALTERNATIVES

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

RECOMMENDATION

AGENDA ITEM NO. _____

1. Staff recommendation is that this request be approved for the above time frame.
2. Require applicant to provide proof of liability insurance naming the City of Cody as “additional insured” prior to the event.
3. Security be provided and present during the event
4. Wrist bands are issued to those persons 21 years of age or older who are consuming alcohol.

ATTACHMENTS

1. City of Cody Agenda Request Form
2. Cody Gunfighters Summary of Summer Events

AGENDA & SUMMARY REPORT TO:

1. Michael Darby
   1192 Sheridan Avenue
   Cody, WY 82414
   303-884-8725
   michaelsdarby@hotmail.com

AGENDA ITEM NO. _____

City of Cody
Agenda Request Form

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

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full.

****

Name of person to appear before the Council Michael Darby

Organization Represented Cody Wild West Days

Date you wish to appear before the Council April 3rd 2012

Mailing Address 1192 Sheridan Telephone 303-884-8725

E-Mail Address michaelsdarby@hotmail.com

Preferred form of contact: Telephone _____ E-Mail ✓

Names of all individuals who will speak on this topic Michael Darby

Full description of topic to be discussed (include all relevant information)
request closure of 12th Street starting at 12 noon on Friday MAY 11, 2012 till 12:00 noon Sunday May 13th, 2012. Request alcohol to be served during event.

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

Michael S. Darby

Signature Date Submitted

Revised 3/2007

MEETING DATE:	APRIL 3, 2012
DEPARTMENT:	ADMINISTRATIVE SERVICES
PREPARED BY:	CINDY BAKER
PRESENTED BY:	CINDY BAKER

AGENDA ITEM SUMMARY REPORT

2012 Realtors for Kids Charity Event

ACTION TO BE TAKEN

The Northwest Wyoming Board of Realtors is requesting permission to hold their 3rd Annual "Realtors for Kids Charity Event" on 12th Street, Monday, July 2, 2012.

Requested Street Closures:

- Requesting that 12th Street be closed between Sheridan Avenue and Beck Avenue.

This year's request is to include the entire 1 block closure of 12th Street. If the entire area is not needed, they will scale back the closure to the first alley North of Beck Avenue to Sheridan Avenue.

Requested schedule and hours of operation:

- Hours of operation will be on Monday, July 2, 2012, between 7:00 p.m. and 12:00 a.m. This event will immediately follow the Cody Gunfighter's Show.

Additional Requests:

- Obtain permission for a live band to set up and play during the event. The band will be using sound equipment to amplify their sound and will stop playing at 11:00 a.m.
- Obtain an exemption to Cody City Ordinance 3-8; Open Containers in Public Streets, School Grounds, Parks, etc.
- Obtain permission to use the street barricades assigned to the Cody Gunfighter's Show to close 12th Street between Sheridan Avenue and Beck Avenue.

SUMMARY

The "Realtors for Kids Charity Event" was created for the sole purpose of raising money for children in need within and around the Cody community. The money raised will be used to assist families with major medical expenses involving their children or helping a needy family purchase gifts at Christmas for their children.

The event will consist of a live band, a street dance, and the Irma Hotel will be serving alcohol and food from their porch. There will be no alcohol served out on the street; however, alcohol will be consumed on the street within the secured area of the dance.

AGENDA ITEM NO. _____

The Board of Realtors will provide security and their security staff will be wearing T-shirts identifying them as event staff.

FISCAL IMPACT

- Fiscal impact, if any, will be minimal:
    - Streets 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 that the "Realtors for Kids Charity Event" be approved with the following conditions:

1. The Northwest Wyoming Board of Realtors will provide a security staff that will wear a designated T-shirt identifying them as security and/or event staff.
2. Event organizers will erect an orange perimeter snow fence around the event area.
3. Event organizers and/or security staff will monitor participants and not allow persons with open containers outside the approved event area.
4. 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.
5. The Northwest Wyoming Board of Realtors will provide proof of insurance for the event and that the City of Cody will be listed as an additionally insured party on the insurance policy.
6. The Cody City streets and sidewalks on 12th Street will be cleaned and trash will be properly disposed of by event organizers.
7. Wrist bands will be issued to those persons 21 years of age and older for the purpose of consuming alcohol.
8. 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:

Johnny Hanna

AGENDA ITEM NO. _____

City of Cody
Agenda Request Form

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

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full.

****

Name of person to appear before the Council Johnny Hanna

Organization Represented Realtors for Kids Charity Event

Date you wish to appear before the Council April 3rd 2012

Mailing Address 1125 12th Street Telephone 272-5463

E-Mail Address Johnny@wapitiwy.com

Preferred form of contact: Telephone _____ E-Mail ✓

Names of all individuals who will speak on this topic Realtors for Kids Charity event committee

Full description of topic to be discussed (include all relevant information)
request closure of 12th Street on July 2nd from 530p to 12:00 A. Also request the approval of Alcohol to be served on street only during closure. Security will be provided.

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

Johnny J Hanna

Signature Date Submitted

Revised 3/2007

MEETING DATE: APRIL 3, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

2012 Street Closure Request from The Cody Gunfighters

ACTION

The closure of 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from 5:30 p.m. through 7:00 p.m., from June 1, 2012 through September 30, 2012 for the Cody Gunfighters nightly show.

Also requesting closure of 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue Saturday, September 22, 2012 beginning at 9:00 a.m. till Sunday, September 23, 2012 at 3:00 p.m. for the annual Gunfighter Festival.

BACKGROUND

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

The City Council has approved this request in the past.

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

SUMMARY

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

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

June 01, 2012 through September 30, 2012
Monday through Saturday,
5:30 PM through 7:00 PM.

No alcohol will be permitted in the street.

FISCAL IMPACT

There is no fiscal impact to the City of Cody.
The event organizers provide the barricades, signage, and personnel for set-up and tear-down.
The event organizers clean the street following each performance.

AGENDA ITEM NO. _____

ALTERNATIVES

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

RECOMMENDATION

Staff recommendation is that this request be approved for the above time frame.
Require applicant to provide proof of liability insurance naming the City of Cody as “additional insured” prior to the event.

ATTACHMENTS

1. City of Cody Agenda Request From
2. Summary of the event
3. Cody Gunfighters Sponsor List
4. Street closure plan

AGENDA & SUMMARY REPORT TO:

Don Bash

AGENDA ITEM NO. _____

City of Cody
Agenda Request Form

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

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full.

****

Name of person to appear before the Council Don Bash

Organization Represented The Cody Gunfighters

Date you wish to appear before the Council April 3rd 2012

Mailing Address 1192 Sheridan Telephone 899-1046

E-Mail Address Kim@irmahotel.com

Preferred form of contact: Telephone _____ E-Mail ✓

Names of all individuals who will speak on this topic Cody gunfighters

Full description of topic to be discussed (include all relevant information)
request closure of 12th Street for nightly shows starting June 1st, 2012 thru September 30th, 2012, Monday thru Saturday from 530p to 7:00p
Also for gunfighter festival 12th Street closed Sat. Sept. 22 at 9AM till Sunday Sept 23 at 3pm.

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

Signature

3-22-12
Date Submitted

Revised 3/2007

Cody Gunfighters
1192 Sheridan Avenue
Cody, Wyoming 82414

City of Cody
Attention: City Council Members and Mayor Tia Brown

The Cody Gunfighters wish to thank you for supporting our group! We enjoy bringing the Old West and your business to the attention of the general public and tourist. The Cody Gunfighters is one of the top 4 attractions of Cody and helps bring in tourist from all over the country. We are seeking the closure of 12th Street for our shows starting June 1st through September 30th, 2012. The shows will continue to be Monday through Saturday 5:30P.M. until 7:00 P. M.

The other events, dates of closure and time are listed below:

Cody Wild West Days	Friday May 11th – 13th, 2012	12pm till Sun. 12pm
Street Dance (Charity)	Monday July 2nd, 2012	5:30pm till 12am
Motorcycle Cannonball Endurance Run	Sunday September 16th, 2012	9am till 4pm
Gunfighter Festival	Saturday September 22nd, 2012	9am till Sun. 3pm

Each year we approach the Cody City Council for approval on the above mentioned street closure. The Gunfighters as well as several other events would like to be added to the City Council Consent Agenda. If necessary we would be happy to explaining how many people come to see and enjoy our professional and family fun oriented shows. People from all over the world come and enjoy the hospitality of Cody Country by shopping in our stores, enjoying the town attractions and staying in our hotels. Attached please find sponsor list of fellow business men, women and supporters of the Cody Gunfighters and other events. Each supporter has requested to have a "voice" to support these attractions. Should any of the events need to be taken from the consent agenda please let us know as we do have many supporters that would like the opportunity to attend the meeting?

Once again, thank you for you're supporting the Cody Gunfighters and other events. Because without your support; these events would not be possible. There will be some new gunfighter shows this year, please come to see them.

Please contact Kim Richard @ the Irma Hotel at 587-4221 or email kim@irmahotel.com with any questions or for more information. She will be the contact regarding the City Council Agenda.

The Cody Gunfighters

CODY GUNFIGHTERS SPONSOR LIST

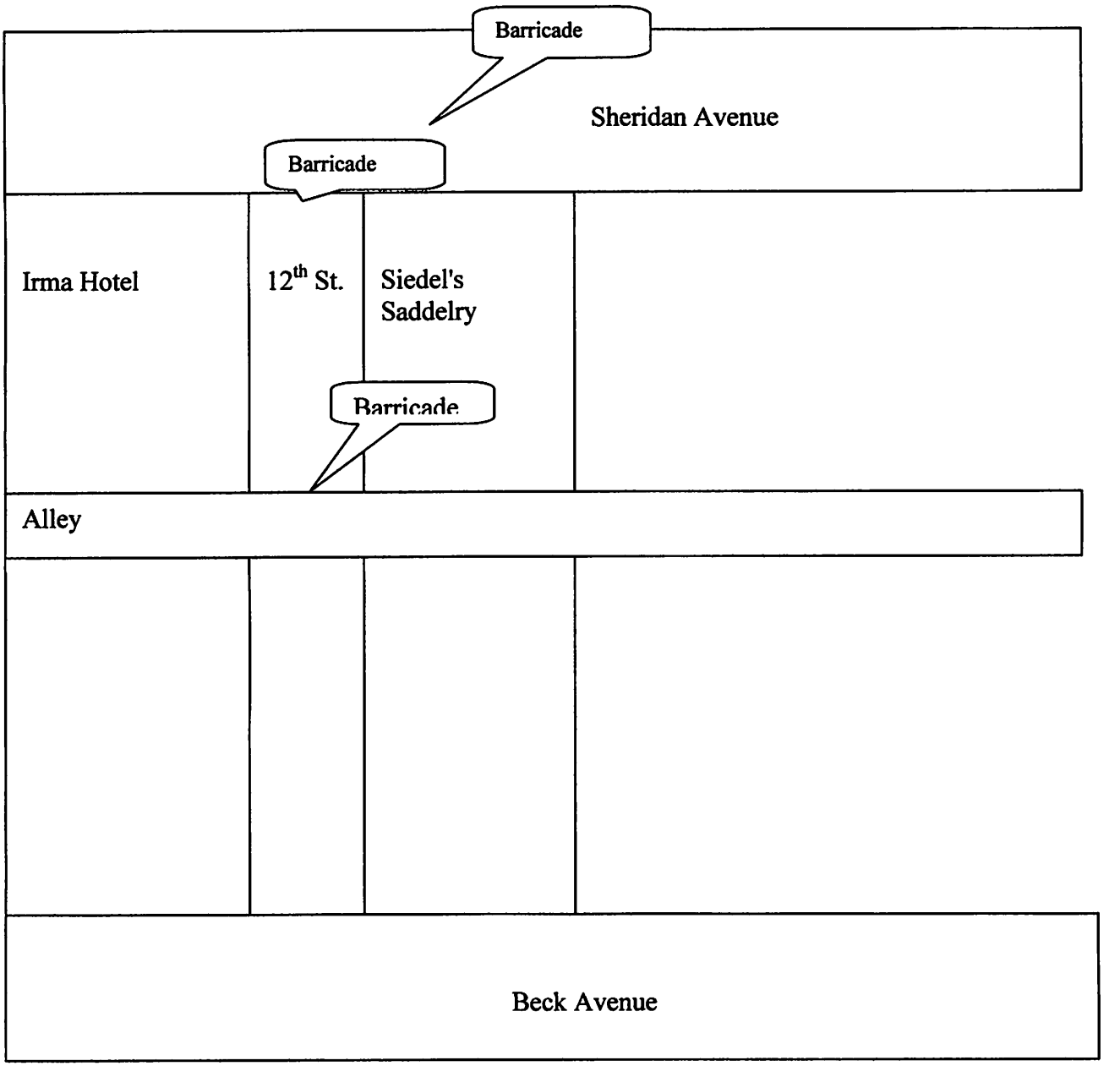
ADRIANO'S
BANK OF THE WEST
BBHC
CODY COUNTRY CHAMBER OF COMMERCE
CODY NIGHT RODEO
COKE
DAN MILLER'S COWBOY REVUE
DENNY'S GUNS & MAPS
DUDE RANCHER ASSOCIATION
DUG UP GUN MUSEUM
LA COMIDA
OLD TIME PHOTO
SIERRA TRADING POST
TANAGER BEVERAGES
THE IRMA HOTEL
THE CODY TROLLEY
TRAIL TOWN
WALKING STAR MARKETING
WELLS FARGO BANK
ZAPATA'S

APPROX. NUMBER OF VISITORS: 400 to 700 ppl a night on average

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

HUMANE SOCIETY
CODY CUPBOARD
CRISIS INTERVENTION CENTER
CANCER SOCIETY
HABITAT FOR HUMANITY
MANA HOUSE
MDA

The Cody Gunfighters request the closing of a portion of 12th Street for their re-enactment shows for the summer of 2012. Barricades to be set up according to the diagram from 5:30pm – 6:45pm Monday through Saturday, June through September.



MEETING DATE:	APRIL 3, 2012
DEPARTMENT:	ADMINISTRATIVE SERVICES
PREPARED BY:	CINDY BAKER
PRESENTED BY:	CINDY BAKER

AGENDA ITEM SUMMARY REPORT

2012 Motorcycle Cannonball Endurance Run

ACTION TO BE TAKEN

Requested Street Closures:

- Requesting that 12th Street be closed between Sheridan Avenue and Beck Avenue.

This year's request is to include the entire 1 block closure of 12th Street.

Requested schedule and hours of operation:

- Hours of operation will be on Sunday, September 16, 2012, between 9:00 a.m. and 4:00 p.m.

Additional Requests:

- Obtain an exemption to Cody City Ordinance 3-8; Open Containers in Public Streets, School Grounds, Parks, etc.
- Obtain permission to use the street barricades assigned to the Cody Gunfighter's Show to close 12th Street between Sheridan Avenue and Beck Avenue.

BACKGROUND

This is vintage motorcycle run. None of the motorcycles ridden are manufactured after 1929. This is a new event this year that was initiated from inquires through the Park County Travel Council.

FISCAL IMPACT

- Fiscal impact, if any, will be minimal:
    - Streets 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

AGENDA ITEM NO. _____

Staff recommends that the “Motorcycle Cannonball Endurance Run” be approved with the following conditions:

1. The event organizers will provide a security staff that will wear a designated T-shirt identifying them as security and/or event staff.
2. Event organizers will erect an orange perimeter snow fence around the event area.
3. Event organizers and/or security staff will monitor participants and not allow persons with open containers outside the approved event area.
4. 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.
5. Require event organizers to provide proof of insurance for the event and that the City of Cody will be listed as an additionally insured party on the insurance policy.
6. The Cody City streets and sidewalks on 12th Street will be cleaned and trash will be properly disposed of by event organizers.
7. Wrist bands will be issued to those persons 21 years of age and older for the purpose of consuming alcohol.
8. 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:

Mike Darby

AGENDA ITEM NO. _____

City of Cody
Agenda Request Form

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

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full.

****

Name of person to appear before the Council Michael Darby

Organization Represented Motorcycle Cannonball Endurance Run

Date you wish to appear before the Council April 3rd 2012

Mailing Address 1192 Sheridan Telephone 303 884 8725

E-Mail Address michaelsdarby@hotmail.com

Preferred form of contact: Telephone _____ E-Mail ✓

Names of all individuals who will speak on this topic Michael Darby

Full description of topic to be discussed (include all relevant information)
request closure of 12th Street starting at 9Am on Sunday Sept. 16th, 2012 till 4pm
request alcohol be served.

This is a vintage motorcycle run. None of the motorcycles ridden are manufactured after 1929.

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

Michael Darby

Signature Date Submitted

Revised 3/2007

Project Sheet

Motorcycle Cannonball Endurance Run
www.motorcyclecannonball.com
Ms. Collette Haun, Beartooth Harley Davidson, Billings 406-252-2888
Mr. John Classens, Course Master, California
Mr. Lonnie Eisen, Event Organizer, Sturgis, SD
In Cody: Sunday, September 16, 2012 Approx. 12:30 p.m. to 2 p.m.

Hosted Lunch

Background: This is a group of 70 motorcycle riders (1 person per bike) that will leave New York and travel to California. None of the motorcycles ridden are manufactured after 1929. There is a support and sponsor team of approximately 20 people - a total of 90 people.

Route: The group will have spent the night in Sheridan, WY. Cody is a lunch stop that is "promoted". That means, Cody is on the official website map and is will have ALL riders and bikes in one location available for viewing and questions from media and anyone who wants to see the vintage bikes.

4/3/12
12th St - closure

September 14
Free day and overnight – Sturgis, SD
September 15
Lunch – Gillette Harley Davidson (hosted by Harley Davidson)
Overnight – Sheridan
September 16
Lunch – Cody (hosted by ???)
Overnight – Lake Hotel, Yellowstone National Park

9/16/12
9A - 4P
12th Street

Needs: The group will ride in three separate smaller groups with staggered departure and arrival times (approximately 15 minutes apart).

1) Bathrooms available for washing, etc.
2) Blocked area where bikes can be parked safely, and riders can eat.
3) Eating tables/chairs set up to feed 50-60 people
4) FREE Lunch for 90 people

Lunch suggestions: hot dogs, burgers, barbecue, or sandwiches. Drinks can be limited to water, iced tea and lemonade. Soft drinks are nice but not necessary. No alcoholic beverages for riders.

Opportunities: Promote the Cannonball Endurance Run in the Big Horn Basin and have an "event" around the care and feeding of the riders. Cannonball will let us use their official logo in promotion, they have a staff press person who will make sure Cody is mentioned in any motorcycle magazine articles and we will be on the official website. While lunch for the rider needs to be provided (free), folks coming to see the bikes can buy a sandwich, beer, etc. Entertainment? Retail promotions?
Social media. This lunch could be featured on You-Tube. Etc. "Cody is biker friendly, etc."

Action: Have meeting with Cody locals and Collette to discuss possible funding for porta-potty rentals, lunches and out of area promotion. Invite: Mike Darby, Scott Balyo, Rick Manchester, Claudia Wade, etc.

John Classens will be in Cody on April 26th and wants to meet with Chamber rep and lunch host to discuss arrival routing, street closure, bike parking, lunch setup and departure route.

MEETING DATE:	APRIL 3, 2011
DEPARTMENT:	ADMININSTRATIVE SERVICES
PREPARED BY:	CINDY BAKER

AGENDA ITEM SUMMARY REPORT

Request from Kefar Shriners to hold their Annual Carnival in Cody between May 30 June 3, 2012

BACKGROUND

The Kefar Shriners are requesting permission to hold a carnival in Cody between Wednesday , May 30, 2012, and Sunday, June 3, 2012, on Beck Avenue, between 8th and 10th Street, and on 9th Street, between Sheridan and Beck Avenue.

SUMMARY

David Hough, on behalf of Kefar Shriners, is requesting permission for North Star Amusement to hold a carnival in Cody on the dates requested above. This will be the 6th year in a row that North Star Amusements has held a carnival in Cody, and the 4th year in a row that the carnival has been held on Beck Avenue and 9th Street. This location has been specifically requested as it is close to the downtown area and has proven to be the location that offers the best attendance.

Requested Street Closures:

- Beck Avenue, between 8th and 10th Street
- 9th Street, between Sheridan Avenue and Beck Avenue

Proposed Schedule and Hours of Operation:

- Monday, May 28, 2012, 08:00 a.m., streets closed for carnival arrival, staging and set-up (streets will then remain closed until the re-opening of the streets on Monday, June 6th, 2011 at 11:00 a.m.
- Tuesday, May 29, 2012, carnival set-up day.
- Wednesday, May 30, 2012, hours of operation will be from 2:00 p.m. 11:00 p.m.
- Thursday, May 31, 2012, hours of operation will be from 2:00 p.m. to 11:00 p.m.
- Friday, June 1, 2012, hours of operation will be from 2:00 p.m. to 11:00 p.m.
- Saturday, June 2, 2012, hours of operation will be from 1:00 p.m. to 11:00 p.m.
- Sunday, June 3, 2012, hours of operation will be from 1:00 p.m. to 6:00 p.m.
- Monday, June 4, 2012, by 11:00 a.m., carnival will be torn down and streets re-opened.

Additional Requests:

- Additional dumpsters
- Electrical hook-ups

AGENDA ITEM NO. _____

- Barricades for the closure of the streets
- Water meter and water usage via a fire hydrant
- The public restrooms remain open until 2400 hrs. during each day of operation

FISCAL IMPACT

Fiscal impacts to the City may include:

- Fees associated with the placement of additional dumpsters.
- Fees, if any, associated with extra garbage pick-up due to the additional dumpsters and the carnival.
- Fees associated with providing electricity i.e., hook-up charges.
- Fees associated with the use of electricity
- Fees, if any, associated with the placement and set-up of barricades and use of City streets.
- Roadway damage, if any, resulting in stakes being driven into the roadway to secure rides/concession stands.

ALTERNATIVES

An alternative would be for the carnival to seek permission to hold their event on private property as has been done in previous years.

RECOMMENDATION

Staff is not making a recommendation on this item; however, staff would request that the following be taken into consideration prior to a decision rendered:

- The City of Cody require that North Star Amusements provide a copy of their insurance policy and the City of Cody is listed as an additionally insured party on the insurance policy.
- Long term damage to the roadway, if any, due to stakes being driven through the roadway.
- Reimbursement to the City of Cody for the additional services provided to North Star Amusement for the carnival.
- The Cody City Electric Division inspect the electrical hook-ups for the carnival employee's trailers staged at the Stampede Rodeo Grounds.
- The City of Cody require that the carnival provide their yearly equipment inspection report on their amusement equipment.

ATTACHMENTS

- City of Cody Agenda Request Form

AGENDA & SUMMARY REPORT TO:

1. David C. Hough
   1914 Ash Street
   Cody, WY 82414
   307-587-3341
   codydave7@yahoo.com`

AGENDA ITEM NO. _____

City of Cody
Agenda Request Form

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

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

****

Name of person to appear before the Council DAVID C. Hough & RILEY COOKE

Organization Represented KEFAR SHRINE CLUB – "CARNIVAL"

Date you wish to appear before the Council AS SOON AS POSSIBLE.

Mailing Address 1914 ASH ST. - CODY Telephone 307-587-3341

E-Mail Address CODYDAVE7@YAHOO.COM

Preferred form of contact: Telephone X E-Mail

Names of all individuals who will speak on this topic DAVID C. HOUGH & RILEY COOKE

Event Title (if applicable) CARNIVAL "SUMMER KICK OFF"

Date(s) of Event (if applicable) MAY 28, 2012 through JUNE 4, 2012

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) TO AGAIN HAVE NORTHSTAR AMUSEMENT DO A CARNIVAL FOR KEFAR SHRINE CLUB TO KICK SUMMER OFF FOR CODY. NORTHSTAR AMUSE. NEEDS TO SETUP ON BECK AVE. FROM 8TH ST. TO 10TH ST. AND 9TH ST. FROM BECK AVE. TO SHERIDAN AVE. WE WILL NEED (2) WATER METERS & (1) ELECTRIC METER. EVERYTHING THE SAME AS THE LAST FEW YEARS.

Which City employee(s) have you spoken to about this issue? CITY COUNCIL AS LAST YEAR, WE NEED TO MEET WITH CITY FOR PERMITS!

Signature David C. Hough Date 3-1-2012

Revised 3/2007

CITY OF CODY, WYOMING

ENCROACHMENT PERMIT

Number: 436-4
Issue Date: 05/28/2012
Expiration Date: 06/05/2012

Issued To:

NORTHSTAR AMUSEMENTS
1108 14TH ST #126
CODY WY 82414

Permit Location:

Project Description: ENCROACHMENT PERMIT (6)

Encroachment Permit Type: Not Applicable

ELIGIBILITY REQUIREMENTS: No person will be eligible to receive a permit to work in any public right-of-way unless said person is an employee of an approved utility operating under a franchise agreement with the City of Cody or said person has provided proof of $500,000 commercial general liability insurance and has a license or permit bond bound unto the City of Cody in the amount of $25,000.

Excavation Description: N/A

Excavation Contractor:

Paving Contractor:*

Estimated Depth of Excavation or Bore: N/A

TERMS:
(1) Encroachment permit is valid for 45 days from the issue date and is non-refundable.
(2) Permitee must notify the Streets Division (587-2958) immediately with any changes to beginning or end dates of project.
(3) If the City of Cody is to pave the area, permittee will be charged or all costs associated with the repair. The City may elect to use a private contractor for repairs.
(4) Deposit must be paid at the time of application. Permit fee is due within 30 days of issue date.
(5) Permit is not valid until properly approved below.
(6) When you provide a check for payment you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 307-527-7511.

Code	Description	Quantity	Fee
601	ENCROACHMENT PERMIT	1	$ 30.00

TOTAL DUE: 04/06/2012 $ 30.00

Deposit must be paid at the time of application

FOR CITY USE ONLY:

When properly validated this is your permit. Approved: Y N

Authorized Signature: City of Cody Date

Repair Charges: $_____

Refund Deposit Approval: _____
Signature Date

THIS IS YOUR INVOICE - PLEASE PAY FROM THIS COPY Please include this portion with your payment to ensure proper credit to your account.

City of Cody
PO Box 2200
Cody, WY 82414

Name: NORTHSTAR AMUSEMENTS
Acct #: 436 Permit #: 436-4
Amount Due: $ 30.00
Due Date: 04/06/2012

CITY OF CODY, WYOMING

ENCROACHMENT PERMIT

Number: 436-3
Issue Date: 05/28/2012
Expiration Date: 06/05/2012

Issued To:

NORTHSTAR AMUSEMENTS
1108 14TH ST #126
CODY WY 82414

Permit Location:

Project Description: ENCROACHMENT PERMIT (6)

Encroachment Permit Type: Not Applicable

ELIGIBILITY REQUIREMENTS: No person will be eligible to receive a permit to work in any public right-of-way unless said person is an employee of an approved utility operating under a franchise agreement with the City of Cody or said person has provided proof of $500,000 commercial general liability insurance and has a license or permit bond bound unto the City of Cody in the amount of $25,000.

Excavation Description: N/A

Excavation Contractor:

Paving Contractor:*

Estimated Depth of Excavation or Bore: N/A

TERMS:
(1) Encroachment permit is valid for 45 days from the issue date and is non-refundable.
(2) Permitee must notify the Streets Division (587-2958) immediately with any changes to beginning or end dates of project.
(3) If the City of Cody is to pave the area, permittee will be charged or all costs associated with the repair. The City may elect to use a private contractor for repairs.
(4) Deposit must be paid at the time of application. Permit fee is due within 30 days of issue date.
(5) Permit is not valid until properly approved below.
(6) When you provide a check for payment you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 307-527-7511.

Code	Description	Quantity	Fee
602	ENCROACHMENT DEPOSIT	1	$ 150.00

TOTAL DUE: 04/06/2012 $ 150.00

Deposit must be paid at the time of application

FOR CITY USE ONLY:

When properly validated this is your permit. Approved: Y N

Authorized Signature: City of Cody Date

Repair Charges: $_____

Refund Deposit Approval: _____
Signature Date

THIS IS YOUR INVOICE - PLEASE PAY FROM THIS COPY Please include this portion with your payment to ensure proper credit to your account.

City of Cody
PO Box 2200
Cody, WY 82414

Name: NORTHSTAR AMUSEMENTS
Acct #: 436 Permit #: 436-3
Amount Due: $ 150.00
Due Date: 04/06/2012

Date: 3/5/12

Time: _____

CITY OF CODY
ENCROACHMENT PERMIT APPLICATION

Eligibility Requirements:

No person will be eligible to receive a permit to work in any public right-of-way unless said person is an employee of an approved utility operating under a franchise agreement with the City of Cody or said person has provided proof of $500,000 commercial general liability insurance and has a license and or permit bond bound unto the City of Cody in the amount of $25,000.00.

Insurance Company THE Insurance Policy Expiration Date: 3/23/12 will update
(attach copy of proof of insurance)

Encroachment Permit is valid for 45 days from date of permit and is non-refundable

Permit Fee: $30.00 Deposit: $150.00

This permit is issued to: (hereinafter referred to as "Permittee")

Name: North Star Amusements Phone # 307-237-7817 Cell # 406-698-9468

Address: 1108 14th St #126 Fax # _____

Cody Wy 82414 Email gwennstar@yahoo.com

Permittee with the Approval of the Director of Public Works or his/her designee requests this permit for the purpose of: (Check appropriate items):

- ☐ STORAGE - place, store, brick, timber, lumber on or upon a public way ($150 deposit required)
- ☒ OBSTRUCTION - Completely obstruct a public way for a continuous period of time.
- ☐ EXCAVATION - Excavate a public way or public easement within the City of Cody.
  - (Street) Beck Ave 8th to 10th and 9th Beck to Sheridan
  - (Alley) _____
  - (Other) _____

Start Date of Project: 5/28/12 Completion Date of Project: 6/4/12

(Permitte must notify the Streets Division at 587-2958 with any changes to the Beginning or Ending Dates.)

Address of Project: Beck Avenue 8th - 10th St and 9th From Beck to Sheridan

Purpose of Project: Carnival

Estimated Depth of Excavation or Bore: 0

Description of Excavation: 0

Excavation Contractor: 0

**Paving Contractor: 0

*** If the City of Cody is to pave the area, permittee will be charged for all costs associated with the repair. The City of Cody may elect to use a private contractor for the repairs.)*

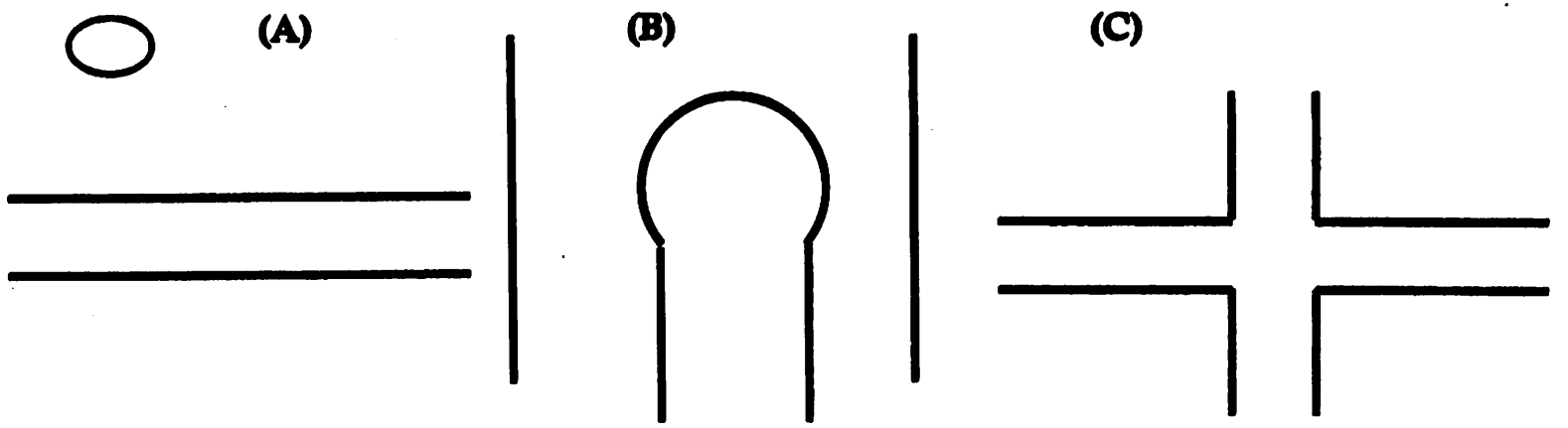
Taken By: _____	Insurance Verified By: _____	Streets Dept Notified By: _____	Approved Y N
Deposit Paid: Check_____ Cash _____	Credit Card _____	Permit Fee: Paid _____	Invoiced_____

436-3
436-4

CITY OF CODY

Please Identify Dig Area

INDICATE NORTH



Please Indicate Traffic Control Plan: Barricades traffic Cones

- Permittee and City acknowledge and agree that the resurfacing work described above shall be begun and carried through to conclusion as soon as is reasonably possible following the conclusion of the excavation itself and whatever subsurface work necessitated the excavation. Resurfacing work, to the satisfaction of the Director of Public Works or his/her designee, shall be completed on or before the completion date stated above provided, however, that upon good cause shown, the Director of Public Works or his/her designee, may extend the period of time for performance under the terms of this contract. (Typically 10 working days).

- The Permittee is responsible for contacting "Wyoming One-Call" at (800) 849-2476 before doing any excavation. Damages to underground utilities are covered by Wyoming Statutes 37-12-301 through 37-12-304.

- If any public way will be completely obstructed for a period of more than two (2) hours, the Permittee shall notify the Police Department, Fire Department, Hospital, and the local news media of the type of obstruction, the length of time and the public way to be obstructed. (Attached, Street Closure Notification Form)

- If any public utility will be out of service for more than five (5) minutes, the Permittee shall notify the appropriate persons or agencies that will be affected.

- Any person having an encroachment permit for any public way or public easement in the City shall, at a minimum, provide a fence or a barrier around said excavation and shall display a lighted sign at said excavation during the hours of darkness. **All barricading and signing shall be done in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the Wyoming Supplement to the MUTCD.** ***Permittee must submit a traffic control plan with this encroachment permit application.***

- If repairs cannot be made due to inclement weather conditions, the Permittee shall maintain barricades or the surface of the excavation at his own expense until the complete repair can be made properly. In the case of winter street excavations, cold mix asphalt will be placed in the excavation as often as necessary to maintain a smooth travel surface.

- Upon completion and prior to City approval of any permitted work where utility services were provided, the Permittee shall provide a sketch showing the location of the new services in relation to property corners or in relation to existing manholes, fire hydrants or water valves.

- Permittee agrees to provide the City with a two-year warranty of compliance with all relevant City specifications for that area they have resurfaced. This warranty shall begin as of the date that the street was installed or repaired and has been approved by the City.

- Permittee agrees to pay the City of Cody $750.00 plus the actual costs (time and material) incurred to make the necessary repairs if Permittee fails to do so.

**** NOTE:***

** The Director of Public Works or his/her designee shall at all times have the right to inspect the work and materials. The Director of Public Works or his/her designee shall make such inspections, as he may deem necessary. The Contractor when necessary shall furnish excavation equipment and an operator for excavation of materials for inspection purposes.

** All work shall be in conformance with the City of Cody street construction standard details, which may be obtained at the City engineer's office.

Conditions and Construction Requirements

Conditions.

The following conditions are in effect regarding the issuance of encroachment permits. If any permittee is found to be out of conformance with one or more of these conditions, the City will issue a stop work order. The stop work order will remain in effect until the conditions are in conformance.

Eligibility Requirements:

No person will be eligible to receive a permit to work in any public right- of -way unless said person is an employee of an approved utility operating under a franchise agreement with the City of Cody or said person has provided proof of $500,000 commercial general liability insurance and has a license and or permit bond bound unto the City of Cody in the amount of $25,000.00

Permit Fee:

1. The standard fee for encroachment permit required herein is thirty dollars ($30.00).

Special Deposit:

2. a) A Special Deposit will be required from persons who apply for permits for obstructing public ways and for permits for placing stone, timber, etc., on a public way. The Special Deposit will be required at the time of application for their permit and the fee for the Special Deposit will be determined as follows:

   I. The Special Deposit fee on permits for Obstructing Public Ways and permits for Placing Stone, Timber, etc. on Public Ways shall be a standard $150.00.

   b) Upon completion of the work and after the Director of Public Works or his/her designee has inspected and approved the work, the Special Deposit will be returned to the permittee. However, if the permittee fails to complete the required work within the allowed time or if the work is not done in accordance with City Specifications, the City will draft the permittee's entire Special Deposit to complete the work.

3. The permittee cannot transfer or assign the permit to any other person.

4. Encroachment permits will not be issued for a period of two (2) years on streets that have been newly paved, repaved or reconstructed. The only exception is in the case of an emergency declared by the Director of Public Works or his/her designee. When additional underground service utilities are needed on a new street, the permittee will be required to tunnel or bore the new street in order to provide said services.

Construction. General.

(a) All construction will be performed in accordance with the City of Cody Construction Specifications and Design Standards.

Traffic Control and Signing.

The permittee is required to maintain traffic control and provide adequate signing (as submitted and with permit) for vehicle and pedestrian traffic until the permit work is completed.

***** Failure to provide and maintain adequate traffic control will result in forfeiture of permit, and if deemed necessary the City of Cody will make the area safe and permittee will be subject to a $300 charge, plus the actual costs associated with the action to make the area safe including the possible rental fee of proper signage.***

Trench Detail –

Unless otherwise ordered by the Director of Public Works or his/her designee, typical trench detail specifics shall be as follows:

A. All Paved City of Cody Streets.

1. The finish course of all paved streets will be cut out to a **5 foot minimum width,** to be reviewed on the site by the Director of Public Works or his/her designee and laid to a compacted depth one inch deeper than the pavement being replaced, but not in any event less than three inches, with appropriate paving equipment and utilizing a pavement machine in all instances in which pavement is required to be placed for trenches or other excavations of any kind next to curb and gutter projects, except that, in the case of small holes and short, narrow trenches, the Director of Public Works or his/her designee may approve other procedures which, in his judgment, are sufficient to meet standards for compaction and other specifications and requirements applying to street construction.
2. The asphalt to be used shall be ½" inch hot mix asphalt, as determined by the Director of Public Works or his/her designee, compacted and contiguous with existing asphalt road.

B. Type A trenches 24" in depth and shallower

Trench must be filled from bottom to within 3" of finish grade with sand slurry containing:

Cement (0.45 sack/CY)
Water (39 Gallons/CY)
Coarse Aggregate (Size No. 57: 1700#/CY)
Sand (ASTM C-33; 1845 #/CY)

Type A trenches are exempt from compaction tests, leveling course and road base requirements. Sand slurry, without the cement additive, if approved by the city is also an acceptable alternative.

Trenches 24"in depth and greater:

Materials used for bedding and backfill shall be carefully deposited in layers suitable to the equipment used for compaction, wetted to optimum moisture content and compacted to at least the density of ninety-five (95) percent compaction. The layers are not to exceed twelve inches (12) in depth. Materials used for backfill shall be free from ashes, cinders, refuse, clods, frozen material, boulders (materials larger than 8" in the greatest dimension) or other materials that are unsuitable. Sand slurry, without the cement additive, if approved by the city, is the preferred method of backfill, but the alternative listed above is given for completeness.

C. The City Director of Public Works or his/her designee shall be notified and given the opportunity of inspection prior to the commencement of each stage of construction.

D. Trench Details for temporary patch, during times when hot mix is unavailable, are the same as indicated above. Cold mix will be substituted for hot mix. All cold mix patches will be monitored by the permittee until spring when the cold patch is removed and a hot mix permanent patch can be made. Permittee is responsible for both the temporary patch and the permanent repair unless approved otherwise, in writing, by the Director of Public Works or his/her designee. Permittee is responsible for two years following acceptance of the trench by the City of Cody.

E. All permittees working within the City of Cody right-of-way agree by the filling out of the cut/excavation permit to follow the standards for traffic control as outlined in the Wyoming Department of Transportation's "Traffic Control for Roadway Work Operations" manual. The Permittee must cease all operations if he/she does not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the City of Cody Engineer's office prior to starting any work on the right-of-way. All traffic control devices required to comply with the "Traffic Control for Roadway Work Operations" plan are the responsibility of the permittee. **Barricades, flagging, and cones will NOT be supplied by the City of Cody.**

F. All trench detail information indicated above shall also be applicable for alleys. In addition, all grades and drainage features shall be returned to their original state. Trenches within alleys, right-of-ways, dedicated easements, and easements are also still required to be returned to their original state. Trenches within alleys, right-of-ways, dedicated easements, and easements are also still required to be compacted to 95%.

G. Excavting under existing curb or gutter shall not be permitted; unless the permittee will be removing and replacing the curb and gutter per City specifications.

H. Reference is made to the "Construction Standards" for more details regarding working within the right-of-way, easement etc.

I. The permittee agrees to forever indemnify the City of Cody and save it harmless from all liability for damages to property, or injury or death of persons, including all costs and expenses related thereto, assisting wholly or in part, or in connection with the existence, construction, alteration, repair, renewal, use, or removal of the facility by the permittee or his agents, for those facilities located within the City of Cody highway, easement or right of way described or noted herein.

J. The permittee hereby agrees to indemnify and hold harmless the City of Cody against loss, and damage that arises out of any activities of the permittee, it's agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work in the City of Cody property, easement, or right-of-way.

K. Upon completion of the work for which the permit is issued the permittee shall continue to be responsible for the site maintenance and repair for the period of two years thereafter.

The undersigned, ~~Permittee/Owner~~ of the facility, hereby accepts this permit, subject to the terms and conditions stated herein ~~and as provided~~ for in the City of Cody Construction Standards.

Permittee/Owner Gwen Schleicher
Company Name North Star Amusements
BY: Gwen Schleicher
Date: 2/29/12

****

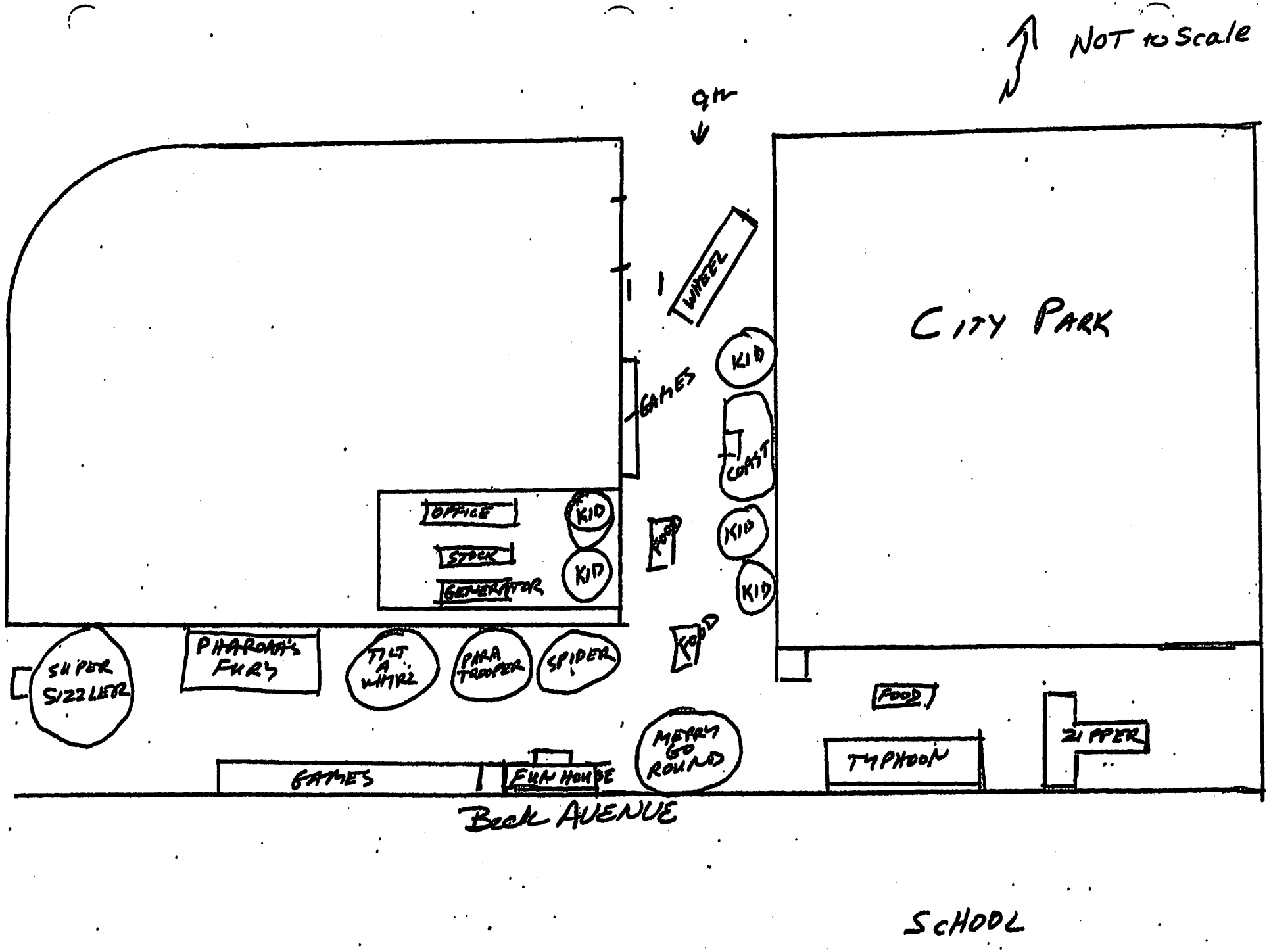
PLEASE NOTE: **IF YOUR ENCROACHMENT PERMIT REQUIRES A STREET CLOSURE, THE FOLLOWING AGENCIES MUST BE NOTIFIED 48 HOURS PRIOR TO THE CLOSURE:**

AGENCY	FAX #	PHONE #	CONTACTED
HOSPITAL/AMBULANCE	578-2485	527-7501	
POLICE/FIRE/SHERIFF	527-8708	527-8700	
FIRE HALL	527-8785	527-8700	
*BUS GARAGE	587-6493	587-2851	
PUBLIC WORKS/UTILITIES	527-6532	527-7511	
ENERGY WEST (CODY GAS)	587-4563	587-4281	
POSTMASTER	587-9332	527-7161	
CODY ENTERPRISE	587-5208	587-2231	
KODI/KZMQ RADIO	527-5045	578-5000	
+ DEPT. OF TRANSPORTATION	527-6028	587-2220	

* WHEN SCHOOL IS IN SESSION
+ IF CLOSURE IS ON THE STATE HIGHWAY SYSTEM

Street closures will not be allowed if prior forty-eight (48) hours notice is not given, except in an emergency. A street closure shall be defined as any time through traffic is not allowed for a period of two (2) hours or more.

Additionally, the affected homeowners shall be informed by the contractor, on a house-by-house basis, as to the situation, making them aware of the time of closure as well as the anticipated re-opening.


NOT to Scale
N
9th
CITY PARK
WHEEL
GAMES
KID
COAST
KID
KID
KID
OFFICE
STOCK
GENERATOR
KID
KID
FOOD
FOOD
SUPER SIZZLER
PHARAOH'S FURY
TILT A WHIRL
PARA TROOPER
SPIDER
FOOD
ZIPPER
TYPHOON
MERRY GO ROUND
GAMES
FUN HOUSE
Beck AVENUE
SCHOOL

CITY OF CODY
1338 RUMSEY AVENUE
P O DRAWER 2200
CODY WY 82414-2200

307 527-7511

Receipt No: 1.136926

Mar 5, 2012

436
NORTHSTAR AMUSEMENTS
1108 14TH ST #126
CODY WY 82414

Previous Balance:		180.00
BUSINESS LICENSES - LICENSE PAYMENTS		180.00
Total:		180.00
New Balance:		.00
CHECK - Wells Fargo	Check No: 6085	30.00
CHECK - Wells Fargo	Check No: 6086	150.00
Total Paid:		180.00
Total Applied:		180.00
Change Tendered:		.00

Duplicate Copy

03/05/2012 02:45PM

CITY OF CODY
1338 RUMSEY AVENUE
P O DRAWER 2200
CODY WY 82414-2200

307 527-7511

Receipt No: 1.136926

Mar 5, 2012

436
NORTHSTAR AMUSEMENTS
1108 14TH ST #126
CODY WY 82414

Previous Balance:		180.00
BUSINESS LICENSES - LICENSE PAYMENTS		180.00
Total:		180.00
New Balance:		.00
CHECK - Wells Fargo	Check No: 6085	30.00
CHECK - Wells Fargo	Check No: 6086	150.00
Total Paid:		180.00
Total Applied:		180.00
Change Tendered:		.00

Duplicate Copy

03/05/2012 02:45PM

MEETING DATE: TUESDAY, APRIL 3, 2012

DEPARTMENT: CODY POLICE DEPARTMENT

PREPARED BY: PERRY ROCKVAM, CHIEF
PRESENTED BY: PERRY ROCKVAM, CHIEF

AGENDA ITEM SUMMARY REPORT

Request to use Homeland Security Grant Funds for the purchase of a Crisis Response Throw Phone System

ACTION TO BE TAKEN:

The Cody Police Department is requesting authorization from Council to expend Homeland Security Grant Funds in the amount of $20,000 for an Enforcement Technology Group, DL-007, Five Camera Direct-Link Series Crisis Response Throw Phone System.

SUMMARY OF INFORMATION:

A Crisis Throw Phone System is a specialized technology that incorporates multiple communication features and a Throw Phone component to allow for covert audio and/or video data gathering all of which can be monitored, distributed and recorded to assist the Cody Police Department Tactical Team in the safe and successful resolution of a hostage/barricade, standoff, active shooter, and/or other related crisis incidents.

Between 2009 and 2012, the Cody Police Department Tactical Team has responded to several call-outs involving armed/suicidal subjects. Of those incidents, there have been two (2) specific incidents where the direct communication with the suspect was lost. Lost communications with a suspect in these types of situations directly impacts the control of the operation. The quickest way to bring resolve to a suicidal incident is to maintain communication and attempt to talk the suspect out of his/her suicidal/homicidal thoughts. A Throw Phone will assist the department in re-establishing contact should initial communications be lost. Lost communications with a suspect in these types of situations puts the suspect and officers in a very dangerous condition which could result in injury or death.

A Crisis Response Throw Phone is a tool that can assist in establishing direct contact with the suspect thereby minimizing risk. The Throw Phone requested will provide video via hidden cameras inside the phone that can be used to gain intelligence on the suspect. Having the intelligence that this type of equipment is capable of providing is extremely valuable during a high risk tactical operation involving a barricaded subject.

I would respectfully request that the department be given authorization to purchase the phone with grant funds and the phone be authorized for purchase without using an open bid process. This helps minimize the disclosure of the equipment's covert features to the general public.

AGENDA ITEM NO. _____

FISCAL IMPACT

Authorization from the Wyoming Office of Homeland Security to purchase the Throw Phone using Homeland Security Grant Funds has been obtained. There will be no direct costs to the City of Cody and there are no on-going maintenance/operational costs for the phone.

Since I did not budget the funds to purchase the throw phone during the 2011-2012 budget, I am requesting that a budget transfer in the amount $2,711.00 be taken from unallocated reserves. These funds will be reimbursed through a Homeland Security Grant.

ALTERNATIVES

There are less expensive throw phones on the market; however, through research it was learned that Enforcement Technology Group is considered the premier manufacturer of throw phones. In high risk crisis situations, it is critical that the equipment used is dependable, reliable and easy to use. This is critical when involved in an operation that is of high stress, extremely dangerous and rapidly changing.

In addition, this system has the capability of adding a Tactical Remote Unit (TRU) which the department would plan on purchasing in the future with grant funds, if available.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

MEETING DATE: APRIL3, 2012
DEPARTMENT: CITY ADMINISTRATOR
PREPARED BY: JENNI ROSENCRANSE
CITY ADM. APPROVAL: _____
PRESENTED BY: JENNI ROSENCRANSE

AGENDA ITEM SUMMARY REPORT
Public Right-of-Way Maintenance Agreement

ACTION TO BE TAKEN:

Consider approving a Public Right-of-Way Maintenance Agreement between the City of Cody and Robert Balsam and Twyla Balsam and authorize the Mayor to sign the agreement.

SUMMARY OF INFORMATION:

During the summer of 2011, a citizen brought to the City's attention that a portion of City owned land was being utilized by an adjacent property owner. Upon review and inspection of the situation, we found that Rob and Twyla Balsam had planted five pine trees on a parcel of City property. Upon first glance, the trees and surrounding land looked like an extension of the Balsam property as it was kept in good condition and was attractive. The Balsam's were caring for the trees and the surrounding grounds by keeping the weeds and grass mowed and watering the trees. The Balsam's planted the trees several years earlier after discussing the plantings with a City Council Member who indicated that they could plant the trees. In our discussions with the Balsam's we learned that they had been caring for the property for quite some time and that they believed that they had gone about seeking permission from the City in the appropriate way.

It is the desire and request of the Balsam's to allow the trees to remain on City property at this time. The Balsam's and City staff members discussed several options regarding the location of the trees including their removal, the potential sale of the land to the land owners, and entering into a public right-of-way maintenance agreement. The option that was the most agreeable to all parties is to enter into a Public Right-of-Way Maintenance Agreement between the Balsam's and the City of Cody. The agreement would allow the trees to remain on the City property until such time as the City of Cody deems it in the public's best interest that they be removed, or if the Balsam's decide to relocate the trees at their expense. For consideration of the use of the public right-of-way, the Balsam's shall continue to care for the trees, mow the City's open space adjacent to their property, and if the trees are to be removed or cut down, there may be a share in the cost of removing the trees.

FISCAL IMPACT

If the City of Cody determines that the trees should be removed, there may be a fiscal impact to the City of Cody. If the City removes the trees within two years after the approval of this agreement, the City shall pay 20% of the cost for the removal. If the City removes the trees between 3-5 years, the City shall pay 50% of the cost of removal. If the City removes the trees within 6-7 years after the approval the City shall pay 80% of the cost of removal of the trees. After 8 years, the City shall pay 100% of the cost of removing the trees. If at any time, the Balsam's wish to relocate that trees rather than remove the trees, they can do so at their sole expense.

AGENDA ITEM NO. _____

ALTERNATIVES

- Approve the request, in whole or in part.
- Deny the request.

Staff recommends that the Governing Body approve the Public Right-of-Way Maintenance Agreement and authorize the Mayor to sign the agreement.

AGENDA & SUMMARY REPORT TO:

Rob and Twyla Balsam rcbalsam@gmail.com

AGENDA ITEM NO. _____

PUBLIC RIGHT-OF-WAY MAINTENANCE AGREEMENT

The City of Cody, Wyoming, a municipal corporation, (CITY) and Robert Balsam and Twyla Balsam, (BALSAM) residents of Cody, Wyoming, hereby enter into this agreement as follows:

WITNESSETH

A. CITY is a municipal corporation in Park County, Wyoming, which owns certain real property within the municipal boundaries of Cody, Wyoming.

B. BALSAM owns real property in Cody, Wyoming, adjacent to a CITY open space. Specifically, BALSAM owns property and resides at the following property: 3601 Cherokee, Cody, Wyoming, also described as Country Estates Subdivision #2, Lot 5, in the City of Cody, Park County, Wyoming.

C. BALSAM planted five (5) trees along the CITY open space adjacent to his home. The CITY open space is described as follows:

4.94 AC. DES. AS: PARC. #1 (MF96-654) IN NW/4NE/4 TR. 70 (3. 71 AC.) PARC. # 2 (MF96-654) IN NE/4NE/4 TR. 70 (A TR.975. 4' X 50') (1.11 AC.) (05530107013301)& A .12 AC. TR. BEG. AT THE SE COR. OF THE S W/4NE/4 TR70 R.S. THEN W. 115.5', N.52*13'E. 143.5', S.1*18' E. 87.6' TO POB (BK 319-266) TR. 70 R.S. OR SEC. 34 O.S. T53 R101, Park County, Wyoming.

D. CITY ordinances prohibit individuals placing objects, including trees on the CITY property. BALSAM acknowledges that the CITY could require him to remove the trees at his expense at any time.

E. The parties acknowledge that requiring BALSAM to remove the trees at this time would be costly, and that the trees enhance the appearance of, and do not interfere with, the CITY open space.

F. BALSAM has taken other steps to maintain the CITY's open space adjacent to his home for approximately fifteen (15) years, and his maintenance of the open space has benefitted the CITY.

G. The parties feel it is in their best interests to allow BALSAM to maintain the trees in their current location on CITY open space, subject to the conditions described in this agreement.

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

1. BALSAM shall continue to maintain the existing trees on the CITY'S open space, subject to the terms and conditions described below.

2. BALSAM shall identify the corners of his property boundaries using stakes and rocks. CITY may post signs along the open space to identify it and inform the public that the space is public property.

3. CITY reserves the right to remove all or any of the trees at any time. CITY may remove the trees either by its own personnel, or may contract with a third party for such removal. In either case, the parties agree that expenses (including but not limited to labor) for such removal shall be divided equally between the parties, so that the CITY shall pay ½ of such expenses, and BALSAM shall pay ½ of such expenses.

4. The parties understand that if CITY removes the trees, the trees will be cut or otherwise disposed of at CITY'S sole discretion, and the costs shall be paid as described above. CITY shall give notice to BALSAM thirty (30) days prior to tree removal, during which time BALSAM may remove the trees, and he shall pay 100% of the costs of such removal, and shall restore the ground to the satisfaction of the CITY.

5. If, at any time, BALSAM desires that the trees be removed and transplanted to another location, he may do so at any time, and he shall pay one-hundred percent (100%) of the costs of such removal, and shall restore

the ground to the satisfaction of the CITY. If any tree falls down due to natural causes, or due to any cause other than the CITY removing the tree, BALSAM shall be responsible for removing such trees from the CITY right of way, and properly disposing of such trees.

6. BALSAM shall be responsible for watering, irrigating, and otherwise maintaining the trees on the City's open space adjacent to his property, and shall continue to mow the weeds on the City's open space adjacent to his property. BALSAM shall not use the open space for burning trash, garbage, vegetation, or any other items.

7. Nothing in this agreement shall be construed to relieve BALSAM of his obligation to comply with all CITY ordinances, including but not limited to ordinances regulating nuisances and weeds. Nothing in this agreement shall be construed to relieve BALSAM of his obligation to maintain the ditch owned or operated by Cody Canal through and adjacent to his property.

8. BALSAM shall not plant any other trees, plants or other vegetation of any kind, or place any other property, signs, objects or fencing of any kind whatsoever on the CITY'S open space.

9. This agreement contains the entire agreement between the parties, and there are no other representations, promises or assurances beyond the scope of this written agreement. Any and all prior negotiations, statements, understandings and promises hereby merge with this agreement.

10. This agreement may only be modified or amended in a written document approved by proper authority and signed by both parties.

11. This agreement shall run with the land in perpetuity, and shall be binding upon the parties, their heirs, successors and assigns. The parties agree that this agreement shall be recorded and / or filed with the Park County Clerk's office.

12. The City of Cody, Wyoming, as a governmental entity, does not waive its immunity pursuant to the Wyoming Constitution and Wyoming law. The City of Cody expressly reserves the right to assert immunity as a defense to any claim arising out of this agreement.

CITY OF CODY, WYOMING

_____ Date:_____

Nancy Tia Brown
Mayor

ATTEST:

_____
Cynthia D. Baker
Administrative Services Director

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Nancy Tia Brown and Cynthia D. Baker, this _____ day of _____, 2012.

WITNESS my hand and official seal.

_____
Notary Public

(S E A L)

My Commission Expires:

_____ _____

Robert Balsam Date

_____ _____

Twyla Balsam Date

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Robert Balsam and Twyla Balsam, this _____ day of _____, 2012.

WITNESS my hand and official seal.

_____
Notary Public

(S E A L)

My Commission Expires:

MEETING DATE:	APRIL 3, 2012
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT
PROJECT AGREEMENT CODY WEST TRANSMISSION PIPELINE

ACTION:
The Wyoming Water Development Commission (WWDC) requests that the Mayor and Council enter into a Project Agreement with them for the Cody West Transmission Pipeline Project along Cody's West Strip. The WWDC has granted the City of Cody a $408,700.00 grant to assist in the construction of the new water main planned for the West Strip. If the Mayor and council are interested in entering into the agreement, staff requests that the Council authorizes the Mayor to sign the agreement subject to the City Attorneys review and approval.

SUMMARY:
In FY 2011-2012 the Council authorized the submittal of a grant application to the WWDC for water main improvements along the south side of the West Strip from Cassie's west to The Cody. The water main improvements are necessary to provide better service pressures and volumes to existing business, but will also have the benefit of enabling future commercial growth along this corridor.

The City Attorney has reviewed the Project Agreement and offered the following comments:

> In item 4.C., it says the Sponsor (City of Cody) will deposit $20,000.00 annually into the repair and maintenance account until the account reaches $150,000, and that the City will maintain the account from that point forward. I assume the WWDC discussed this requirement with you, but I wanted to point it out to you in case you weren't aware of this.
>
> Paragraph H.1 states that the WWDC will need an attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification that all access, easements and rights-of-way have been secured. I don't know if this applies to this project, but I would recommend you get a letter and / or report from a title company to satisfy this requirement.
>
> Paragraph 5.G requires the City to indemnify the WWDC. Please ask them to delete this requirement on the basis that the City of Cody, like the State of Wyoming, cannot indemnify other parties.

The City Attorney is correct that the agreement will require a sum of $150,000 be built up over a period of five (5) years to assure monies are available to address construction challenges or water main replacements in the future. The City currently has $50,000 in restricted reserves to address this requirement from a previous project with the WWDC. This should not be a burden for the Water Fund.

Staff will work out the requirements of Paragraph H.1with the City Attorney.

Staff has requested the deletion of the indemnification requirement from the agreement and thus far they have refused to remove the requirement. The City has little recourse other than rejecting the grant.

AGENDA ITEM NO. _____

FISCAL IMPACT

The West Strip Project has been estimated to cost $604,994 to complete. By the Agreement, the project cost has been rounded up to $610,000 of which $408,700 would be grant funded and the remainder ($201,300) would be funded from the Water Enterprise Fund. Also, there is the requirement of saving an additional $20,000 per year for the next five (5) years.

ALTERNATIVES

1. The City does the project with Water Enterprise Funds and therefore declines the grant.
2. The Council moves to accept the grant and authorizes the Mayor to sign the attached agreement subject to final review by the City Attorney.

RECOMMENDATION

Staff recommends that the Mayor and Council move that the City of Cody and the WWDC enter into a Project Agreement and authorize the Mayor to sign the attached Project Agreement for the water main work on the West Strip subject to the City Attorneys review and approval.

ATTACHMENTS

Project Agreement for the Cody West Transmission Pipeline

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

PROJECT AGREEMENT
CODY WEST TRANSMISSION PIPELINE
MSC No._____

1. Parties. The parties to this Agreement dated _____ (the date of the signature last affixed to this Agreement) are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, the agency authorized by law to enter into this Agreement [COMMISSION], and the CITY OF CODY, Park County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. Purpose of Agreement. The purpose of this Agreement is to implement the provisions of 2012 Wyo. Sess. Laws, Ch. 14, authorizing the design, construction, and operation of the CODY WEST TRANSMISSION PIPELINE [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:

(a) Design and construction of a pipeline; and

(b) Appurtenances necessary to make the PROJECT function in the manner intended.

The final plans and specifications as prepared by a registered professional engineer selected by the SPONSOR [SPONSOR'S ENGINEER] will further define the PROJECT components.

3. Term of Agreement and Required Approvals. This Agreement is effective when all parties have executed it and all approvals have been granted. This Agreement shall remain in effect until all provisions and conditions set forth herein have been fully satisfied.

4. Special Provisions.

A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. 41-2-124 (a)(i), to the COMMISSION, a sum not to exceed FOUR HUNDRED EIGHT THOUSAND SEVEN HUNDRED DOLLARS ($408,700.00) which shall be a grant of not more than FOUR HUNDRED EIGHT THOUSAND SEVEN HUNDRED DOLLARS ($408,700.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) of the PROJECT funds from other sources.

B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the city council approving participation in this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

C. The SPONSOR shall deposit $20,000.00 annually into the SPONSOR'S existing repair and maintenance account for the water system until the account reaches $150,000.00. From that point on, the account shall be maintained at not less than $150,000.00 for repair and maintenance of the water system. If requested by the COMMISSION, the SPONSOR will submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate fund. The parties agree and understand that the maintenance account sum of $150,000.00 shall be the total sum to be held by the SPONSOR for all water improvement projects for which grants or loans have been received from the COMMISSION, and the SPONSOR is not required to escrow the sum of $150,000.00 for each of said projects.

D. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders, to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER, to pay for consultants, permits, easements or land essential to construction of the PROJECT, and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

E. The SPONSOR shall submit to the COMMISSION the plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the SPONSOR shall be informed in writing and the SPONSOR shall have a reasonable time within which to 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.

F. Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall so inform the SPONSOR in writing, and the bidding process may be initiated. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

G. Prior to advertising the PROJECT it will be necessary for the SPONSOR to acquire or otherwise meet a series of prerequisites, which may include but not necessarily be limited to:

(1) Right-of-way and option agreements;

(2) Easements on public lands, if required;

(3) Environmental assessments;

(4) Section 401, Clean Water Act, Certification;

(5) Section 404, Clean Water Act, Permit;

(6) DEQ Permit to Construct;

(7) Final Plans and Specifications approval by State Engineer;

(8) Incidental work required to prepare the PROJECT for construction; and

(9) Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (8) above.

H. Prior to advertising for bids the SPONSOR shall:

(1) Provide the COMMISSION with an attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and

DRAFT

(2) Provide to the COMMISSION from the SPONSOR'S ENGINEER its proposed advertisement for bids including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. 16-6-101 *et. seq.*, and to determine the lowest responsible bid.

I. The SPONSOR shall not issue its advertisement for bids unless and until the COMMISSION has received the submissions required under Sections 4.G. and 4.H, above. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

J. Disbursement of funds shall be made on the basis of requests from the SPONSOR to the COMMISSION. Requests for the disbursement of funds shall be certified by the SPONSOR or its designated representative and accompanied by material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSORED or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

K. Sixty-seven percent (67%) of each eligible billing received by the COMMISSION authorized under the terms of this Agreement shall be paid from grant funds. Payments made by the COMMISSION will be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION will not exceed sixty-seven percent (67%) of eligible PROJECT costs. The SPONSOR is responsible to complete the PROJECT and provide any funding in excess of that available from the COMMISSION from other sources.

L. The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before one year after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

M. Contract specific retainages will be directed by the COMMISSION in accordance with Wyoming law. The COMMISSION at its discretion may approve reductions in the accumulated retainage as specified in individual contracts between the SPONSOR and its contractors when requested by the SPONSOR and recommended by the SPONSOR'S ENGINEER to the extent permitted by law. In any event, the balance of accumulated retainages will be released when final payment is made.

N. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

(1) Provide to the COMMISSION for prior examination of and concurrence with all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the contract documents.

(2) Provide to the COMMISSION for examination all plans and specifications prepared and any bids received.

(3) The SPONSOR shall require the SPONSOR'S ENGINEER to hold progress review meetings at the 10%, 50% and 90% levels of completion of the PROJECT plans.

DRAFT

(4) If Wyo. Stat. 16-6-701 through 16-6-706 are applicable to the SPONSOR, the SPONSOR shall provide all prospective contractors with a package of Contractor Retainage Account forms supplied or approved by the COMMISSION as part of the bid package.

(5) The SPONSOR'S ENGINEER shall provide to the COMMISSION a summary of bids received.

(6) Communicate to the COMMISSION all information on all aspects of the PROJECT and require that the SPONSOR'S ENGINEER submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.

(7) Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. Any changes to engineering or consulting firm personnel assigned to the PROJECT are subject to review by the COMMISSION.

O. Disbursement of funds for final payment to a contractor shall be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.

P. The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

Q. Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the project. The SPONSOR shall not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

R. The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2017 and shall have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

S. The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, restrictions on the sale of the PROJECT:

(1) There shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's municipal, rural domestic use as determined by the COMMISSION in its sole and absolute discretion without written prior approval of the COMMISSION and approval of the State Engineer or Board of Control. If such a transaction is approved, the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT shall be disbursed. The SPONSOR shall receive thirty-three percent (33%) of the revenues generated by the lease, sale, assignment or transfer of

DRAFT

ownership of water from the PROJECT for purposes other than municipal, rural domestic use and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.

(2) There shall be no lease, sale, assignment or transfer of ownership of the PROJECT until written approval is obtained from the COMMISSION. If this condition is met, the SPONSOR shall receive thirty-three percent (33%) and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

(3) The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the water development account from the date the PROJECT was substantially completed as defined by the COMMISSION. The interest that would have accrued on the grant amount shall be established by the State Auditor.

T. If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall be obligated to immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the water development account from the date of expenditure.

U. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Project Agreement.

5. <u>General Provisions.</u>

A. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the COMMISSION do not waive sovereign immunity

by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. 1-39-104(a) and all other applicable law.

C. Audit/Access to Records. The COMMISSION and any of its representatives shall have access to any books, documents, papers, and records of the SPONSOR which are pertinent to this Agreement.

D. Availability of Funds. Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the SPONSOR, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed to permit the COMMISSION to terminate this Agreement in order to acquire similar services from another party.

E. Compliance with Laws. The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

F. Entirety of Agreement. This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

G. Indemnification. The SPONSOR shall release, indemnify, and hold harmless the State of Wyoming, the COMMISSION, their commissioners, officers, agents, employees, successors and assignees from any cause of action, or claims, charges or costs, including attorney's fees and expert witness fees, or demands of any sort arising out of, directly or indirectly, the SPONSOR's performance or failure to perform under this Agreement.

H. Independent Contractor. The SPONSOR shall function as an independent contractor for the purposes of this Agreement. No joint venture, partnership, employer/employee or principal/agent relationship between the parties hereto is created by this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION, or to incur any obligation of any kind on the behalf of the State of Wyoming or the COMMISSION.

I. Notice. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties either by regular mail or delivery in person.

J. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, filed with and approved by the Department of Administration and Information.

K. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

DRAFT

L. Sovereign Immunity. The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

M. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

N. Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT

6. <u>Signatures</u>. In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

WYOMING WATER DEVELOPMENT COMMISSION

_____ _____
Kent C. Shurtleff, Chairman Date

_____ _____
K. Jeanette Sekan, Secretary Date

ATTEST:

_____

CITY OF CODY

_____ _____
Nancy Tia Brown, Mayor Date

ATTEST:

_____
Jenni Rosencranse, Administrator

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

_____ _____
S. Jane Caton Date
Senior Assistant Attorney General

DRAFT

MEETING DATE:	APRIL 3, 2012
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT

PROPOSED GARDEN WITHIN PUBLIC RIGHT-OF-WAY

ACTION:

Hollis Jones requests that the Mayor and Council authorize him to plant a garden on property as identified on the attached map and as further identified as south of the property addressed as 1448 Alger Ave. Initially, Mr. Hollis had hoped that the Kids on the Move at the Rec Center would be active in the garden and use the garden as a teaching tool. The Kids on the Move are not ready at this time, but Mr. Hollis still intends on having a community component to the Garden. He now hopes to partner with the Boy Scouts, Girl Scouts or some other young adult group to assist in planting the garden. The point of the garden is to familiarize young adults with organic gardening. Access to the garden from Alger Ave. will be limited to minimize impacts to neighbors.

If the Council is interested in granting this request, the Council would also have to authorize the use of Raw Water from one parcel to the benefit of another.

SUMMARY:

Mr. Hollis has indicated that he is a friend of Richard and Shirley Castle and is interested in planting an organic garden with community component. The parcel of interest to Mr. Hollis is accessed off of Alger Ave. (southeast of 15th Street) adjacent to the Castles' property. The Castles' have indicated that they would allow Mr. Hollis to water the garden from their raw water connection. City Ordinance 8-2-49: SUPPLYING TO OTHERS states the following:

> No consumer shall supply raw water to other individuals or property, nor suffer them to take raw water or in any manner permit the use of the same off the premises for which the application for a tap was made.

Thus the above outlined request to authorize the use of Raw Water from one parcel to the benefit of another. Mr. Hollis has a vision that the garden would be fenced to enable only those who participated in the planting, tilling and labor of developing the garden would benefit from the garden.

The property where the garden is proposed to be planted was used by the sanitation department as a turnaround for garbage collection. The location is no longer used by the Sanitation Dept. as the garbage receptacles have been moved to Alger Ave.

Staff has spoken with representatives from the Fire Dept. and they also do not see a need to utilize the turnaround.

This request is reminiscent of an earlier request to the Council by Mr. Spomer and his requested use of the Walker Ave. right-of-way for a garden area. The Council denied the request from Mr. Spomer as the right-of-way was needed by the City sanitation department and emergency personal for turnaround purposes.

FISCAL IMPACT

AGENDA ITEM NO. _____

There is no cost to the City to allow Mr. Jones to use the property as a community garden. If the Council decided to lease the area, there would be a small amount of revenue to the City.

ALTERNATIVES

1. Approve the request from Mr. Jones.
2. Approve the request from Mr. Jones with modifications and/or conditions.
3. Deny the request from Mr. Jones.

RECOMMENDATION

The authorization by Council of public right-of-way use by less than the entire public appears to set a precedence that may be difficult to defend when other requests arise that are denied. This request is unique in terms of location, use, the youth involvement and the educational aspects of the request.

ATTACHMENTS

1. Agenda request
2. Map showing parcel of interest.

AGENDA & SUMMARY REPORT TO:

Mr. Hollis Jones

AGENDA ITEM NO. _____

City of Cody
Agenda Request Form

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

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

****

Name of person to appear before the Council Hollis Jones

Organization Represented Bee-Alternative

Date you wish to appear before the Council Next available date

Mailing Address P.O. Box 3218 Telephone 899-1636

E-Mail Address phheala hotmail.com

Preferred form of contact: Telephone X E-Mail

Names of all individuals who will speak on this topic Hollis Jones

Event Title (if applicable)

Date(s) of Event (if applicable)

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Community garden on city property

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

Signature Hollis Jones Date 3-8-2012

Revised 2/2012

MEETING DATE: APRIL 3, 2012
DEPARTMENT: CITY PLANNER
PREPARED BY: TODD STOWELL
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT
Ordinance 2012–06
Amend Uses Permitted in the Residential A Zoning District

ACTION TO BE TAKEN

Approve Ordinance 2012-06 on first reading.

SUMMARY

At the March 13, 2012 meeting, the Planning, Zoning, and Adjustment Board (Board) made two recommendations to modify the uses permitted in the Residential A Zoning District, Section 10-7B-1 City of Cody Code.

One recommendation is to add daycare centers and preschools as permitted uses, when they are located within an operating church building or school building and four other listed requirements are met. (See Item "L" of attached draft ordinance.)

The other recommendation is to "fix" existing language pertaining to multiple-family dwellings (apartments) and two-family dwellings (duplexes) to reflect what is believed to be the intent of the Residential A Zone. Specifically, "two-family dwellings" would be added as a permitted use in the Residential A zone, while "multiple-family dwellings" (e.g. apartments) would clearly only be allowed in the Residential A zone when authorized through the PUD process. Since 2008, two-family dwellings have not been listed as a permitted use anywhere in the zoning ordinance and multiple-family dwellings have been listed as permitted uses in the Residential A zoning district.

Additional re-numbering and formatting-related changes are included for purposes of adding clarity.

There are significantly more details relating to how and why these amendments are being proposed at this time. The amendments were originally staff-initiated to address specific customer-related concerns. Staff supports the proposed changes and can provide more detail if needed.

FISCAL IMPACT

No measureable financial impacts to the City are anticipated.

AGENDA ITEM NO. _____

ALTERNATIVES

After holding the public hearing, approve the first reading or table the recommended amendments.

ATTACHMENT

Ordinance 2012-06

AGENDA ITEM NO. _____

ORDINANCE NO. 2012 -06

AN ORDINANCE AMENDING TITLE 10, CHAPTER 7, ARTICLE B, SECTION 1 OF THE CITY OF CODY CODE: USES PERMITTED, RESIDENTIAL "A" DISTRICTS

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

Title 10, Chapter 7, Article B, Section 1 of the City of Cody Code shall be amended as follows:

Section 10-7B-1: USES PERMITTED

No building or land shall be used and no building shall be erected or structurally altered, unless otherwise provided herein, except for one or more of the following uses:

A. Any uses permitted in a residential AA district.

B. Two-family dwelling and One-family Semidetached dwelling.

C. Home businesses, including generally, but not limited to, the following: offices for accountants, doctors, engineers, lawyers, insurance businesses, real estate businesses, photography studios, private instruction studios, with no more than four (4) students at any one time, secretarial service businesses, and other businesses similar in nature as those hereinabove specifically set forth; provided, however, that such home business meets and falls within the following limitations:

1. Service shall be the primary function of the business with no merchandising and with very limited dispensing of goods, which goods must be directly related to the services rendered.

2. A business use shall be incidental and secondary to the use of the structure as a dwelling and the business shall be conducted exclusively by the family residing therein without any employees.

3. The business use shall be conducted entirely within the structure used as a dwelling or the permitted accessory building. There shall be no exterior storage upon the premises of material or equipment relating to or involved in the home business. (Ord. 2008-10, 3-4-2008)

4. The total area devoted to the business shall not exceed one-half ($^1/_2$) of the total area of the structure occupied as a dwelling.

5. A home business that can reasonably be expected to have clients come upon the premises shall provide the off street parking required by the city ordinances in addition to that required for a dwelling.

6. The structure wherein the home business is operated shall conform to neighboring structures in general appearance, size, location on lot and

quality of construction. (Ord. 2008-10, 3-4-2008; and. Ord. 2008-30, 12-16-2008)

D. Telephone exchange and electric or gas substation where no public business office and no repair or storage facilities are maintained, if enclosed in buildings which are architecturally harmonious with surrounding buildings.

E. Golf, tennis and other athletic grounds, together with clubhouses and related facilities.

F. Hospitals, nursing homes and eldercare facilities, except animal hospitals; elementary schools, high schools and institutions for higher education; churches, public libraries and public museums; provided, however, such uses in an area lying within the airport overlay zone shall be subject to section 10-7B-2, "Conditional Uses", of this article.

G. Accessory buildings and uses incidental to a permitted use, including one private garage.

H. When any change of use occurs, the building inspector shall be notified in writing and the building and property must conform in all aspects to this code pertaining to such use. Any home business shall provide off street parking as required by title 9, chapter 4 of this code.

I. Group daycare home (GDCH), subject to the following conditions:

1. The business shall be in a family dwelling if the same can be done without altering the residential character of the dwelling which shall continue to be occupied as a residence.

2. No signs, insignia or identification shall be permitted.

3. All outside play areas shall be fenced in an adequate manner to contain the children and provide a visual screen.

4. The children shall not be permitted in the outside play areas before nine o'clock (9:00) A.M. or after seven o'clock (7:00) P.M. or dark, whichever occurs first. (Ord. 2008-10, 3-4-2008)

J. Multiple-family dwellings, townhouses (one-family attached), and residential condominium dwellings, when authorized though the planned unit development process of Chapter 11-7.

K. Short term rentals and bed and breakfasts, if the short term rental or bed and breakfast is owner occupied. "Owner occupied" shall mean that the individual owner or owners of the property shall live in and use that property as their primary residence. In the case of a corporation, limited liability company, or other incorporated business entity, at least one shareholder, partner, member or other individual with an ownership interest in such entity, and with authority to make management decisions on behalf of such entity, must use and live in such property as their primary residence.

L. Group Daycare Centers and Preschools of up to fifty (50) children, when located within an operating church building or public school building, subject to the following:

1. If the building will contain both group daycare and preschool, the total number of children attending may not exceed fifty (50).
2. The facility shall be licensed as required by the Wyoming Department of

Family Services.

3. All outside play areas shall be fenced in a manner adequate to contain the children (e.g. 4' tall chain link).
4. The children shall not be permitted to play in the outside play area(s) before nine o-clock (9:00) A.M. or after seven o-clock (7:00) P.M., or dark, whichever occurs first.

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

PASSED ON FIRST READING: _____, 2012
PASSED ON SECOND READING: _____, 2012
PASSED ON THIRD READING: _____, 2012

ATTEST:

_____
Nancy Tia Brown, Mayor

_____
Cynthia Baker
Administrative Services Director

MEETING DATE: APRIL 3, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE
PRESENTED BY:LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Ordinance 2012-07 Payment of Bills

ACTION TO BE TAKEN:

Approve Ordinance 2012-07 Payment of Bills

SUMMARY OF INFORMATION:

In January 2012 at the Council retreat staff presented an analysis of utility deposits and delinquent utility accounts. The issue of delinquent utility accounts has been a steadily growing problem over the past few years. As the analysis showed, meter deposits are no longer covering the increasing balances on final billed accounts, the number of delinquent accounts is increasing, and as a result the amount of bad debt incurred by the City is increasing. The analysis presented several options for the Council to consider implementing which would reduce the effect delinquent accounts have on the City's financial position.

Based on the discussion at the retreat and the follow up discussion during the March 15th Council meeting the following changes to this section of the Ordinance was made:

- Residential customers who are sent 3 or more shut off notices in a 12 month period shall be required to pay a deposit of $300 on the delinquent account. For residential customers with existing deposits less than $200 on the delinquent account may pay the additional deposit in two equal monthly installments. Therefore, if a customer has no existing deposit on the delinquent account they may pay in two monthly installments of $150 each. If a customer has a $100 deposit on the delinquent account they may pay in two monthly installments of $100 each. If a customer has a deposit of $200 on the delinquent account they must pay the remaining $100 up front.

- Commercial customers who are sent 3 or more shut off notices in a 12 month period shall be required to pay a deposit of $1,000 up front on the delinquent account.

FISCAL IMPACT

I anticipate that the increased deposit amounts and changes to deposit requirements for customers with demonstrated poor payment history will reduce the City's future bad debt risk. The estimated reduction based on the three year history presented in the analysis suggests that the recovery amount would have been approximately $62,000 over the three year period. It is difficult to determine what the City's actual future recovery amount will be until the new deposit requirements have been in place for at least one year.

AGENDA ITEM NO. _____

ALTERNATIVES

1. Approve the Ordinance as presented
2. Modify the Ordinance
3. Leave the Ordinance as it is

ATTACHMENTS

Ordinance 2012-07.

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

ORDINANCE 2012-07

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8 CHAPTER 1 ARTICLE III, OF THE CODY CITY CODE TO MODIFY PAYMENT OF BILLS.

Article III, Section 8-1-14 shall be hereby amended as follows:

Sec. 8-1-14 Payment of Bills

B. In the event that a bill becomes delinquent, the city shall initiate the delinquent turn off procedures and the following charges shall be assessed:

Charge for the delivery of the final turn off notice		$20 .00
Disconnection of service at meter		25 .00
Disconnection other than meter		40 .00

Any customer who is sent 3 or more shut off notices in a 12-month period and who does not already have a service deposit on the delinquent account shall be required to pay a deposit of three hundred dollars ($300.00) for residential service per account or one thousand dollars ($1,000) for commercial service per account in order to continue receiving utility services. Residential customers may pay this deposit in up to two (2) monthly installments of $150 each. Commercial customers must pay this deposit in full.

Customers with existing deposits on the delinquent account who are sent 3 or more shut off notices in a 12-month period shall pay an amount sufficient enough to increase the deposit total on the account to three hundred dollars ($300.00) for residential customers per account or one thousand dollars ($1,000.00) for commercial customers per account. Residential customers may pay this deposit in two equal monthly installments if the existing deposit on the account is less than two hundred dollars ($200.00). Commercial customers must pay this deposit in full.

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

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

_____
Nancy Tia Brown, Mayor

ATTEST:

_____
Cynthia Baker
Administrative Services Officer

MEETING DATE: APRIL 3, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE
PRESENTED BY:LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Ordinance 2012-08 Meter and Service Deposits

ACTION TO BE TAKEN:

Approve Ordinance 2012-08 Meter and Service Deposits

SUMMARY OF INFORMATION:

In January 2012 at the Council retreat staff presented an analysis of utility deposits and delinquent utility accounts. The issue of delinquent utility accounts has been a steadily growing problem over the past few years. As the analysis showed, meter deposits are no longer covering the increasing balances on final billed accounts, the number of delinquent accounts is increasing, and the amount of bad debt incurred by the City is increasing. The analysis presented several options for the Council to consider implementing which would reduce the effect delinquent accounts have on the City's financial position.

Based on the discussion at the retreat and the follow up discussion during the March 15th Council meeting the following changes to this section of the Ordinance was made:

- Deposits for residential customers will increase from $100 to $200 per account. Residential customers who are unable to pay the deposit in full upfront may pay $150 down and $50 with the first billing.

- Deposits for commercial customers will increase from $200 to $500 and must be paid in advance of receiving service.

- Residential customers having prior collection accounts with the City for utilities will pay a deposit of $400 in advance of receiving new service. Commercial customers having prior collection accounts with the City will pay a deposit of $1,000 in advance of receiving new service. Letters of credit or co-signers will not be accepted in lieu of a deposit for customers with prior utility collection accounts with the City. The City will maintain computerized billing records of collection accounts for 3 years from the date the accounts were paid in full.

- Any person co-signing on an account for a customer in lieu of the customer providing a deposit must have an active City utility account with good credit history as defined in the Ordinance.

- It has been part of the current ordinance for several years that property owners are responsible for paying all utility charges incurred during the time a property is vacant or in-between tenants. The proposed change is that if these charges become delinquent the utility account

AGENDA ITEM NO. _____

will remain in the property owner's name and service will not be provided to a tenant until the delinquent charges for that property are paid in full. Once the charges are paid in full the City can then provide service to tenants at that property again.

- Customers with City utility accounts in bankruptcy protection may be required to provide a deposit or other "assurance of payment" as outlined in the US Bankruptcy code.

FISCAL IMPACT

I anticipate that the increased deposit amounts and changes to deposit requirements for customers with demonstrated poor payment history will reduce the City's future bad debt risk. The estimated reduction based on the three year history presented in the analysis suggests that the recovery amount would have been approximately $62,000 over the three year period. It is difficult to determine what the City's actual future recovery amount will be until the new deposit requirements have been in place for at least one year.

ALTERNATIVES

1. Approve the Ordinance as presented
2. Modify the Ordinance
3. Leave the Ordinance as it is

ATTACHMENTS

Ordinance 2012-08

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

ORDINANCE 2012-08

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8 CHAPTER 1 ARTICLE II, OF THE CODY CITY CODE TO MODIFY METER AND SERVICE DEPOSITS.

Article II, Section 8-1-9 shall be hereby amended as follows:

Sec. 8-1-9 Meter and Service Deposits

A. All customers establishing utility service at any location shall pay a deposit before service may be supplied. All residential customers shall pay a deposit of two hundred dollars ($200.00) per account. Residential customers who are unable to pay the full deposit amount in advance may pay $150 down and $50 with the first billing on the account. Commercial customers shall pay in advance a deposit of five hundred dollars ($500.00) per account. Customers having prior utility accounts with the City of Cody that were turned over to a collection agency shall pay in advance a deposit of four hundred dollars ($400.00) per account for each residential account and one thousand dollars ($1,000) per account for each commercial account. Collection account history shall be maintained in the City's computerized billing records for 3 years from the date the collection account was paid in full.

B. In lieu of a service deposit, utility customers may provide either a co-signer who has an active City of Cody utility account which shows good credit history or a letter of credit from a prior electric, gas or water company for service in the name of the customer which shows good credit history. For the purpose of this section good credit history is defined as: the most recent twelve (12) consecutive months of utility payments during which there have been no late payments, no insufficient funds checks, no non-pay disconnect letters or disconnections and that all final bills (if applicable) were paid on time. A letter of credit from a utility company will not be accepted in lieu of a service deposit if the letter of credit shows the customer has had any late payments, insufficient funds payments, disconnections for nonpayment, or if the customer has any prior utility accounts with the City of Cody that were turned over for collection. A co-signer will not be accepted in lieu of a service deposit for customers having any prior utility accounts with the City of Cody that were turned over to a collection agency.

C. Service deposits shall be applied to the customer's utility account(s) after twelve (12) consecutive months if all city utility bills are paid on time. If not already applied, service deposits shall be used at the termination of service to cover any amounts owed to the City by the customer. A customer receiving service at a new location must pay any and all outstanding utility debts he/she may have accrued in the city before a new service may be started. As per Wyoming Statutes section 15-7-409, interest will not be paid to customers who post a service deposit.

D. In the case of rental property, the deposit shall be made either by the owner of the property, by his/her agent on his/her behalf or by the party renting the property as they may agree. In the event that service is to be discontinued as a result of the failure of the utility customer to pay the utility bills, notice of the impending disconnect shall be given to the owner if the owner has requested in writing that he/she be notified in the event his/her renter fails to pay utility bills. Service will be rendered for periods in which the property is vacant for any reason and the owner of the property will be assessed all utility charges incurred at the particular property. The property owner shall be responsible for paying all utility charges incurred during the time a property is vacant or in-between tenants. If these charges become delinquent the utility account will remain in the property owner's name and service will not be provided to a tenant until any and all delinquent charges for that property are paid in full.

E. Customers with City of Cody utility accounts in bankruptcy protection may be required to provide a deposit or other "assurance of payment" as outlined in U.S. Code Title 11>Chapter 3>Subchapter IV> § 366 to continue receiving utility service.

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

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

_____
Nancy Tia Brown, Mayor

ATTEST:

_____
Cynthia Baker
Administrative Services Officer

MEETING DATE: APRIL 3, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE
PRESENTED BY:LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Ordinance 2012-09 Water Meters; Inspections: Service Charges

ACTION TO BE TAKEN:

Approve Ordinance 2012-09 Water Meters; Inspections; Service Charges

SUMMARY OF INFORMATION:

In January 2012 at the Council retreat staff presented an analysis of utility deposits and delinquent utility accounts. The issue of delinquent utility accounts has been a steadily growing problem over the past few years. As the analysis showed, meter deposits are no longer covering the increasing balances on final billed accounts, the number of delinquent accounts is increasing, and the amount of bad debt incurred by the City is increasing. The analysis presented several options for the Council to consider implementing which would reduce the effect delinquent accounts have on the City's financial position.

All of the changes were made to the Electric Code however there is one section of the Water Code which refers to deposits. This section needs to be updated as well in order to be consistent with the other changes. The only change to this section is to remove the deposit amounts listed and include language referring to 8-1-9 and 8-1-14 for the new deposit requirements.

FISCAL IMPACT

I anticipate that the increased deposit amounts and changes to deposit requirements for customers with demonstrated poor payment history will reduce the City's future bad debt risk. The estimated reduction based on the three year history presented in the analysis suggests that the recovery amount would have been approximately $62,000 over the three year period. It is difficult to determine what the City's actual future recovery amount will be until the new deposit requirements have been in place for at least one year.

ALTERNATIVES

1. Approve the Ordinance as presented
2. Modify the Ordinance
3. Leave the Ordinance as it is

AGENDA ITEM NO. _____

ATTACHMENTS

Ordinance 2012-09

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

ORDINANCE 2012-09

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8 CHAPTER 2 ARTICLE II, OF THE CODY CITY CODE TO MODIFY WATER METERS; INSPECTIONS; SERVICE CHARGES.

Article II, Section 8-2-37 shall be hereby amended as follows:

8-2-37: WATER METERS; INSPECTIONS; SERVICE CHARGES:

The following charges apply to all levels of service, in addition to any other charges:

Connection and reconnection charge:		
Normal office hours (7:30 A.M. to 5:00 P.M.)		$ 25 .00
Other than normal office hours		$ 60 .00
Returned check charge		$ 30 .00
Utility service deposits shall be as outlined in the city electric ordinance, chapter 1 of this title.		Refer to City Codes 8-1-9 & 8-1-14
Meter testing:		
Testing of meters more than once at customer's request in a 12 month period, where meter is found to be accurate within 3 percent		$ 50 .00

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

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

_____
Nancy Tia Brown, Mayor

ATTEST:

_____
Cynthia Baker
Administrative Services Officer

ORDINANCE NO. 2012- 05

AN ORDINANCE AMENDING SECTION 10-15-6(b)(9) PROVIDING FOR EXCEPTIONS FOR GARAGE SALE SIGNS

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

Section 10-15-6(b)(9) shall be amended to provide as follows:

Signs will not be located on publicly-owned property unless permission has been granted by the Governing Body.

The Governing Body may, at its discretion, designate by resolution, public property sites where signs advertising or promoting garage sales or yard sales may be posted. Such resolution may also adopt reasonable rules and regulations governing the size, dimension, length of time for posting, removal and general appearance of such signs. Failure to abide by such rules and regulations may result in a citation and punished by a fine to be determined by the Municipal Court.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: _____MARCH 6, 2012_____

PASSED ON SECOND READING: ___MARCH 20, 2012_____

PASSED ON THIRD READING: _____, 2012.

_____
Nancy Tia Brown, Mayor

ATTEST:

_____
Cynthia Baker Administrative Services Director

MEETING DATE:	APRIL 3, 2012
DEPARTMENT:	ADMINISTRATIVE SERVICES
PREPARED BY:	LESLIE BRUMAGE, FINANCE OFFICER
PRESENTED BY:	LESLIE BRUMAGE, FINANCE OFFICER

AGENDA ITEM SUMMARY REPORT

Resolution 2012-10 Budget Amendment

ACTION TO BE TAKEN:

Approve the resolution amending the FY11-12 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY11-12 on June 22, 2011. Per State Statute, budgets may be amended through Resolution by the City Council.

This amendment includes the following requests:

1. A total of $15,000 was budgeted for revenues and expenditures for the 2010 Homeland Security Grant for FY11-12. The total amount of the grant was $20,407. Of this amount, $648 was spent in FY10-11 and $6,042 has been spent so far in FY11-12. An additional $360 will be spent this fiscal year on IPAD access fees and the Police Department would like to use $11,309 from the remaining funds for a total expected expenditure of $17,711 from this grant along with $8,691 from the unexpended grant funds from the 2009 Homeland Security Grant for the purchase of a throw phone in the amount of $20,000. This is a 100% grant so the City will be reimbursed for the full cost of the phone. This amendment would result in an increase in expenditures of $2,711 and an offsetting increase in revenue of $2,711in the General Fund so there would be no use of City funds for this purchase.

2. When the FY11-12 budget was prepared we anticipated receiving a loan from WMPA for the completion of the North Cody 2AB electrical expansion project with a total project cost of $1,700,000. Due to complications with the loan the Council instead authorized the use of Electric Fund restricted reserves to complete the project. The City has received the final costs on the project including the Rocky Mountain Power charges and the project is now projected to be $720,000. The majority of the costs are expected to be paid during FY11-12 with $20,000 being budgeted in the next fiscal year. This amendment would result in a decrease in expenditures of $1,000,000 and a decrease in revenues of $1,700,000 in the Electric Fund.

3. The Council recently authorized paying off the water bonds and the DWSRF loan in the Water Department. Funds had already been budgeted for the annual principal and interest payments however a budget amendment is necessary for the remainder of the payoff amount on both the bonds and the loan. This amendment would increase the expenditures in the Water Fund by $323,599 for the bonds and by $90,996 for the loan.

AGENDA ITEM NO. _____

FISCAL IMPACT

General Fund – revenue would increase by $2,711 and expenditures would increase by $2,711
Water Fund – expenditures would increase by $414,595
Electric Fund – revenue would decrease by $1,700,000 and expenditures would decrease by $1,000,000

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 2012-10

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

RESOLUTION 2012-10

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2011-2012

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2011-2012 was duly adopted by the City of Cody with Ordinance No 2010-20 on June 22, 2011 in accordance with the State of Wyoming Statutes; and

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

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

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

BUDGET AMENDMENTS:

Authorized Revenue(s):

Dept	Account	Purpose	Amount
Police	2010 Homeland Security Grant	Purchase of a throw phone	$ 2,711
Electric	System Expansion Loan	WMPA Loan	$ (1,700,000)
TOTAL REVENUE AMENDMENTS			$ (1,697,289)

Authorized Expenditure(s):

Dept	Account	Purpose	Amount
Police	2010 Homeland Security Grant	Purchase of a throw phone	$ 2,711
Electric	2AB Expansion Project	N. Cody 2AB project	$ (1,000,000)
Water	Loan Repayments	Water Bond & DWSRF Loan Payoff	$ 414,356
Water	Interest Expense	Water Bond & DWSRF Loan Payoff	$ 239
TOTAL EXPENDITURE AMENDMENTS			$ (582,694)

PASSED, APPROVED AND ADOPTED THE 3rd day of April 2012

_____
Nancy Tia Brown, Mayor

Attest:

_____
Cynthia Baker, Administrative Services Officer

ORDINANCE NO. 2012 - 04

AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE CITY OF CODY CODE: NUISANCE ABATEMENT

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

Title 4, Chapter 3, Sections 1 through 12 of the City of Cody Code shall be amended as follows:

Section 1: Violation prohibited.

Section 4-3-1: VIOLATION PROHIBITED

It is unlawful for any person, property owner or occupant to maintain or permit the existence of any nuisance, as defined herein, on any property within the city. Any person in violation of this section shall, in addition to any penalty that may be imposed for the violation of this code, be subject to the provisions of this chapter and be required to reimburse the City for expenses incurred in the abatement of the nuisance.

Section 4-3-2: NUISANCE CONDITIONS DEFINED

Each of the following conditions described shall constitute a public nuisance. The various nuisances described and enumerated in this section shall not be deemed to be exclusive, but shall be in addition to all other nuisances described and prohibited by this code.

A. Vegetation - Maximum Height Permitted: Any weeds, grass, or plants growing to a height exceeding twelve inches anywhere in the city, including platted lots (whether developed or undeveloped), easements and rights of ways. Weeds shall not be placed in streets, alleys, gutters, city rights of way, public property or property belonging to another. Weeds shall be placed in City garbage containers, or taken to an appropriate and lawful disposal site. The following shall be exempt from the height regulation in this chapter: planted trees, bushes, flowers, planted material growing in gardens or planting beds, including fruit or vegetable gardens, standing crops (including grass or hay grown for grazing pasture for livestock or intended to be cut and baled for livestock feed), decorative grasses that are planted as part of a xeriscaping design; naturally occurring plant life in undeveloped and un-platted areas of the city; “native areas” and the natural vegetation contained therein. “Native areas” means those areas of natural groundcover of one-half acre or larger, under single ownership.

B. Derelict, Junked, etc. Vehicles: Unlicensed, derelict, or junk vehicles and parts or remains thereof parked upon private property, public property, public streets, alleys, easements, rights of ways or other ways are declared to be nuisances. The presence of an unlicensed vehicle, wrecked, dismantled, derelict or inoperative vehicle, on private or public property, is declared to constitute a public nuisance that may be abated as such in accordance with the provisions of this chapter. The tearing down, stripping or junking of such vehicles shall be permitted only where

and when such use is specifically authorized, permitted or licensed under other ordinances of the city and in strict accordance therewith; or which use is conducted entirely within the confines of an accessory garage building, then only provided that such vehicle is the property of the owner or occupier of the lot and that such use is not a commercial use of the property, unless such use is authorized by other ordinances of the city.

1. Derelict Vehicles: A vehicle, or parts thereof, shall be deemed to be "derelict" if the vehicle is:

    a. Partially or wholly dismantled;
    b. In a condition that prevents legal operation;
    c. Junked or intended to be recycled or scrapped; or

2. For purposes of this chapter, "vehicles" shall include vehicles, motor vehicles, multipurpose vehicles, trailers and snowmobiles as defined in either W.S. 31-1-101 or W.S. 31-5-102; and watercraft as defined in W.S. 41-13-101.

3. The section defining and prohibiting derelict vehicles shall not apply to the following:

    a. Vehicles that are enclosed within a secure building;
    b. Vehicles that are kept and confined within a lot, and the area within which the vehicles are kept is fenced on all sides, and the fence is a lawful six foot fence or wall which complies with City ordinances; and the vehicles are maintained and stored in an orderly manner which does not create fire hazard, does not otherwise create a risk to the health and safety of the public, and does not devalue or detract from the use or enjoyment of property in the immediate vicinity;
    c. A vehicle maintained in a lawful place and manner by a governmental agency;
    d. An antique motor vehicle as defined in W.S. 31-2-210;
    e. A vehicle which is covered by an intact car cover which is securely attached to the vehicle and which covers the entire vehicle, with the exception of the wheels. Each vehicle shall have its own cover. In areas zoned as residential (AA, A, B and C zones), residents shall not have more than two covered vehicles.
    f. A race car that is currently actively engaged in racing and equipped for racing with roll cage, windows removed, drivers name, sponsors and number displayed. Demolition race cars shall be considered derelict vehicles two weeks after the demolition race in which they were used.
    g. An automobile repair shop may only have derelict vehicles on the premises for the time necessary under agreement for repair with business customers.
    h. Businesses operating in the D-1, D-2, D-3 and Industrial E zones, may keep junk vehicles so long as the vehicles are kept and confined within a lot, and the area within which the vehicles are kept is fenced on all sides, and the fence is a lawful six foot fence or wall which complies with City ordinances; and the vehicles are maintained and stored in an orderly manner which does not create fire hazard, does not otherwise create a risk to the health and safety of the public, and does not devalue or detract from the use or enjoyment of property in the immediate vicinity.

C. Junk: Any iron, glass, weeds, metal, lumber, stumps, grass, trash, hedge trimmings, cut tree branches, paper, cloth, construction debris, refrigerator, freezer, electronic equipment or appliance which is not being utilized for its intended use, or other waste or discarded material of any nature or substance whatsoever or any scrap or salvage materials which are left or permitted to remain for a period of time in excess of thirty days upon any real property within the city or any city property within or without the corporate limits of the city or upon or within the entire width between the boundary lines of every way when any part thereof is open to the use of the public for purposes of vehicular travel, public utilities and rights of way shall constitute a nuisance. Businesses operating in the commercial D-2 or D-3 zones may keep junk so long as such junk is reasonably intended for use within the scope of the business operated on the subject lot or property, and so long as it is kept, maintained, secured and stored in an orderly manner. Industrial E zone may keep junk so long as the business has received approval for its site plan from the Planning and Zoning Commission, and the junk is kept, maintained, secured and stored in an orderly manner.

1. For purposes of this section, "junk" shall not include new or unused building materials, or building materials are in adequate and reasonable condition to allow them to be used, and so long as such building materials are kept, maintained, secured and stored in an orderly manner.

D. Foul, Offensive or Harmful Conditions: Any cellar, vault, private drain, pool, privy, sewer, grease trap, accumulation of animal manure or fecal matter, or any other condition on a property or lot, including but not limited to uncontrolled dust, which endangers public health and safety, creates an unreasonable fire hazard, or causes hurt, harm, damage or injury to any one or more individuals, or to others property in the city or those immediately adjacent to the city shall constitute a nuisance.

Section 4-3-3: NOTICE TO ABATE NUISANCE – COMPLIANCE REQUIRED

A. It shall be the duty of any person receiving the notice of a public nuisance as provided in this Chapter to comply with the provision of the notice and to abate such nuisance within fifteen days after the receipt of such notice, and if such person shall fail or refuse to abate such nuisance within fifteen days from receipt of such notice without just cause, such failure is declared to be unlawful and shall constitute a misdemeanor. Each day such nuisance persists shall constitute a separate violation.

B. It is unlawful and shall constitute a misdemeanor for any person, after having received notice as provided in this chapter, to remove any vehicle or junk from private property to any other private property upon which storage is not permitted, or onto any public property.

C. If the nuisance is not abated within the time provided, and after notice as provided by 4-3-4, the city may abate the nuisance, and the cost of abatement may be charged to the owner of the nuisance or assessed against the land upon which the nuisance exists or both.

Section 4-3-4: ENFORCEMENT – INITIATION OF COMPLAINT-NOTICE TO ABATE NUISANCE – CONTENTS – PROCEDURE

A. Any person may initiate a complaint against a property owner or occupant if, in their opinion, a nuisance condition as defined in this title, exists on a property or lot within the City of Cody. The written complaint shall be on a form to be provided by the City of Cody, and shall be signed by the complaining party, dated and shall be delivered to the City of Cody Police Department for investigation. The form shall include the physical address of the property containing the alleged nuisance, a description of the nuisance condition, the signature of the complaining party and the date the complaint was signed. Nothing in this section shall be construed to prevent the initiation of an investigation by a peace officer, community service officer or other employee of the City of Cody without such a complaint.

B. Whenever the City Administrator, the Chief of Police, or their respective designees, receive a written, signed and completed complaint as described above, that any condition is a public nuisance as defined in this chapter, or in the event that a peace officer or community service officer employed by the City of Cody observes a condition which appears to be a public nuisance as defined in this chapter, the City Administrator, Chief of Police or their designee shall investigate such complaint, and if the officer determines that a nuisance exists, the officer shall attempt to give written notice to the owner of the condition, if his or her address is known, to then owner of the land where the condition is located, and to any other person or entity known by the City Administrator or Chief of Police to have a security interest in the vehicle or junk. The notice shall be attempted by certified mail, return-receipt requested, or personal service, if the address of the individual or entity is known. In the case of vehicles, where practical, the notice shall also be affixed to the windshield or some other part of the vehicle where it can be easily seen. Where affixing the notice to a vehicle is impractical, and in the case of junk, the notice shall be posted at the site or on the premises where the nuisance exists. Such notice shall be in effect for the next twelve consecutive months, and the owner of the lot, parcel or vehicle shall be responsible for controlling the vegetation as prescribed above for the duration of the twelve month period, without the need for re-notification. After the initial notice, any subsequent period of noncompliance shall also be a violation of this section.

C. Such notice shall include substantially the following information:

1. A statement that a certain condition is a nuisance within the provisions of Section 4-3-2; in the case of a vehicle, the notice should include the make, year and vehicle identification number if reasonably possible;
2. A description of the real property, by street address or otherwise, on which the nuisance exists;
3. A statement that such nuisance must be abated within fifteen days from the date on the notice;
4. A statement that if the nuisance is not abated within the time provided, the city may abate the nuisance, and the cost of abatement may be charged to the owner of the nuisance or assessed against the land upon which the nuisance exists or both;
5. A statement that a hearing upon the allegation of a public nuisance and the assessment of costs may be requested by giving written notice to the clerk of municipal court within ten days from the date on the notice, and that a request must specify the property concerning which the request is made, the requesting party's name

and address, and the nature of the interest held by the requesting party; that upon request a hearing will be scheduled to determine if a public nuisance exists and as to the assessment of administrative costs and the costs of abatement; that if a hearing is not so requested the right to a hearing, and the issue of whether a nuisance exists shall be waived;

6. A statement that failure to abate the nuisance may result in a city abatement and / or criminal charges.

D. In the event that notice cannot be served by certified mail or in person as described above, service shall be made by publication in a newspaper of general circulation in Park County. The notice publication shall contain the same information required in the notice described above. The notice shall be published at least twice, with each notice appearing at least seven days apart. Notice by publication may contain multiple listings of public nuisances.

E. Proof of notice shall be made by certification of any officer or employee of the city, or affidavit of any person over eighteen years of age, naming the person to whom notice was given and specifying the time, place and manner thereof. Proof of notice shall be made in each case and maintained for a period of two years from the date of abatement of the nuisance for which notice has been given.

Section 4-3-5: HEARING PROCEDURE

A. A request for a hearing upon the allegation of a public nuisance and the assessment of costs shall be made in writing and delivered to the municipal court clerk within ten days from the date of service of the notice to abate. Such request shall specify the property concerning which the request is made, the requesting party's name and address, and nature of the interest held by the requesting party in the vehicle or junk.

B. In the event of a public nuisance as defined in section 4-3-2 of which notice has been given, and which remains unabated for more than fifteen days, the City Administrator or Chief of Police or their designee is granted authority to abate, remove or cause the removal of the nuisance; provided however, that if a proper request for hearing is filed, abatement shall only proceed upon order of the municipal court judge or hearing examiner.

C. In the event a request for hearing is filed as provided, a hearing shall be held before a hearing examiner designated by the governing body. The purpose of the hearing shall be to confirm or deny the existence of a public nuisance and for taking such further action as is authorized under this chapter. Notice of the time, place and hour of the hearing shall be sent at least ten days in advance of the hearing to the requesting parties and the city attorney.

D. At such hearing, all parties and the city shall be afforded an opportunity to present evidence, to cross-examine and present argument; provided that all persons testifying shall be sworn; irrelevant, immaterial or unduly repetitious evidence shall be excluded; and the decision of the hearing examiner shall be based upon the evidence submitted at the hearing. The hearing examiner shall allow evidence according to the rules generally applicable to contest case hearing under the Wyoming Administrative Procedure Act.

E. At or after such hearing, and in the event of confirmation that a public nuisance exists, the hearing examiner may resolve or order that the city administrator and / or city employees or agents remove or otherwise abate the nuisance; provided, however, that if the circumstances justify, in the opinion of the hearing examiner, the time

for abatement may be delayed. In the event a nuisance is confirmed, administrative removal costs may also be assessed at the hearing. If it is found that a public nuisance does not exist, abatement authority shall be denied and costs shall not be assessed.

F. Appeals from adverse decisions rendered by the hearing examiner may be made to the district court in the same manner as an appeal from an adverse decision rendered by an agency in a contested case under the provisions of W.S. Section 16-3-114.

Section 4-3-6: REMOVAL—VOLUNTARY CONSENT—AFFIDAVIT

The owner of any vehicle or junk or the owner of real property where any junk or vehicle has been abandoned may voluntarily consent to the removal of such property by the city. In order to give such consent, all owners of the property shall execute an affidavit in a form acceptable to the city attorney, stating that there are no other owners of the property or lien holders having a security interest in the property; that the owners will reimburse the city for the actual costs of removal or such other costs as are established by the city administrator for such removal; and that such reimbursement will be made to the city within thirty days of removal. Such affidavit shall constitute a statement by the owners signing such affidavit that they will indemnify the city for any loss or expense alleged by any other party as a result of removal or disposal. The execution of such affidavit shall also release the city from any obligation to account or pay over to the owners any amount the city receives for the property. The owner's consent to the removal of any junk or vehicle by the city, and the city's subsequent removal of junk and /or vehicles from the owner's property, shall not in any way be deemed a continuing obligation or responsibility on the part of the city to maintain the property, and shall not relieve the property owner of their obligation and responsibility to continue to maintain the property.

Section 4-3-7: DISPOSAL – ASSESSMENT OF COSTS

A. Any vehicle or junk which is impounded or removed and taken into custody, as provided in this chapter, may be disposed of according to the provisions of W.S. Section 7-2-111, or W.S. 31-13-108, 31-13-109 and 31-13-110.
B. The City Administrator, or the City Administrator's designee, shall determine the costs of removal and disposal in each case. The City Administrator shall take into account the amount of time spent by City employees, the cost and time involved for the use of city equipment and fuel, and the costs and expenses for disposing of the vehicles, junk and /or other materials constituting the nuisance. The City Administrator may contract with a company, firm or individual who is not an employee of the City to remove or abate the nuisance, and the cost of such removal shall be assessed against the property owner. The city may take any action allowed by law to collect the actual costs of removal and storage of any property constituting a public nuisance. Nothing herein shall prohibit the city from waiving the cost of removal.
C. Upon the owners failure and /or refusal to comply with the written notice to remove the nuisance within the specified time period, the City Administrator or Chief of Police or their designee may, in addition to issuing the owner a citation, after the expiration of the time to request a hearing, or if a hearing is requested, after the hearing examiner or municipal judge find that a nuisance exists, authorize the removal of such nuisance, and the owner of the lot or parcel from which the nuisance is removed shall be liable for all costs of the removal.

D. The City Administrator or Chief of Police or their designee may initiate legal proceedings for the collection of costs of removal against the owner of the lot or parcel, upon the owner's failure and /or refusal to pay the costs within thirty (30) days following demand for payment by the city.

Section 4-3-8: SEARCH WARRANT

A. The Chief of Police or his or her designee may make application to the municipal court for authority to enter upon land to examine vehicles, junk, weeds or any other condition for the purpose of making a determination as to whether a public nuisance exists and / or securing information as to the ownership of a vehicle or junk thought to constitute a public nuisance and /or securing information as to the identity of the person or persons in control of the land where the vehicle or junk is situated. This section shall not in any way be construed to limit the authority of law enforcement to lawfully enter upon and search premises without a warrant to the extent such entry and search is authorized by and consistent with the United State and Wyoming Constitutions.
B. The municipal court has authority to issue search warrants and other process necessary to enforce this chapter.
C. A warrant shall issue only upon affidavit sworn to before a person authorized by law to administer oaths and establishing the grounds for issuing the warrant. If the judge is satisfied that the grounds for the application exist or that there is probable cause to believe that they exist, he shall issue a warrant identifying the purpose of the search, and naming or describing the place to be searched. The warrant shall be directed to the Chief of Police or any officer authorized to enforce or assist in enforcing the laws of the city or state. The warrant shall state the grounds or probable cause for its issuance and the names of the persons whose affidavits have been taken in support thereof. It shall command the officer to search, within a specified period of time not to exceed 10 days, the property identified. The warrant shall direct that it be served between 6:00 am ad 10:00 pm, unless the court, upon reasonable cause shown, authorizes the execution at other times.

Section 4-3-9: ABATEMENT – COURT ACTION AUTHORIZED

The city attorney is authorized to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property, entity or individual for which the charge for abating a nuisance under this chapter has remained unpaid for a period of thirty days after a bill therefor has been rendered to the owner of the property involved.

Section 4-3-10: TITLE TO IMPOUNDED VEHICLES

Title to any impounded vehicle not reclaimed by the registered owner or any lien holder within thirty days of the date of the notice shall vest in the city. A change in the title may be obtained by the city pursuant to the authority of this chapter and the procedure established in state statutes to obtain a change in title.

Section 8-16-11: NOTICE OF REMOVAL

A. Upon removal of any vehicle by the city, a written report of the removal shall be sent to the last address of the owner, if known, otherwise such notice shall be sent to the Wyoming Department of Revenue and Taxation. The report shall include a description of the vehicle, the date, time and place of removal, the grounds for removal and the place of impoundment of the vehicle.

B. Proof of providing the report shall be made by the certificate of any city employee involved in the impoundment of the vehicle, specifying the person to whom the report was directed and the date and manner the report was provided.
C. Such report shall not be required if the retail value of the vehicle is less than six hundred dollars as reasonably determined by the chief of police or his designee.

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

PASSED ON FIRST READING: _____March 6_____, 2012
PASSED ON SECOND READING: _____, 2012
PASSED ON THIRD READING: _____, 2012

ATTEST:

_____
Nancy Tia Brown, Mayor

_____
Cynthia Baker
Administrative Services Director