

City of Cody City Council

AGENDA

Tuesday, December 19, 2017 – Special Work Session 6:30, Regular Meeting 7:00 p.m.
(Pre-Meeting to begin at 6:45 p.m.)

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

6:30 – 6:45p.m. Special Work Session - Urban Deer Reduction – Informational

Regular Meeting – 7:00 p.m.

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes –Special Meeting Minutes from December 12, 2017 and Regular Meeting Minutes from December 5, 2017
- b. Approve vouchers and payroll in the amount of \$1,904,630.69.
- c. Approve vouchers in the amount of \$24,150.00. (Vouchers/Expenses relating to the One Cent Optional Tax).
- d. Authorize the Mayor to sign the substantial completion certificate for Bid #2016-19 (WWTF Pretreatment, Building, Embankment & Ancillary Features), authorize the retainage to be reduced to 5% and approve pay estimate #2.
- e. Approve an agreement between the City of Cody and Sunset Development LLC regarding the development of the old Sunset School Property and authorize the Mayor to sign said agreement.
- f. Authorize the Mayor to sign the final infrastructure report for Wyoming Business Council on the Cody Cupboard project.
- g. Authorize the Mayor to sign the final infrastructure report for Wyoming Business Council on the Mentock Park All Inclusive Playground project.
- h. Authorize the Mayor to sign the Certification of Completion and de-obligation of funds for the Mentock Park Project.
- i. Authorize Mayor to the sign the Retreat Facilitation Proposal between the City of Cody and Amber Simon-Power, Power Business Strategies for an estimated cost of \$850 with funds to come out of Council contingency.

2. Public Comment The City 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 consider if it is in the public interest to 1) Adopt “residential infill subdivision standards” (Title 11) and 2) Amend the zoning ordinance by establishing requirements for residential side yard setbacks from a private access easement or alley (Table 1-6-2)

4. Conduct of Business

- a. Consider a request from the 2018 Cody High School Graduation Party for the City of Cody to sponsor fees not to exceed \$830.00 for the annual graduation party. Funds to be paid out of the Council’s Contingency Funds.
Staff Reference: Rick Manchester, Parks, Public Facilities & Recreation Director
- b. Consider appointing Curt Dansie to the Planning, Zoning and Adjustment Board for the term January 1, 2018 through December 31, 2020.
- c. Consider appointing Leda Pojman and Marty Coe to the Cody Tree Board for the term January 1, 2018 through December 31, 2019
- d. Consider appointing Jordan Jolley and Douglas Johnston to the Yellowstone Regional Airport Board for the term January 1, 2018 through December 31, 2020.
- e. Consider appointing Mike Kelly (License General Contractor), Richard Zickefoose (Licensed HVAC) and Wes Werbelow (Civil Engineer) to the Contractors’ Board for the term January 1, 2018 through December 31, 2020.
- f. Consider appointing Sandy Newsome to the Park County Travel Council for the term March 1, 2018 through February 28, 2021.
- g. RESOLUTION 2017-16
A RESOLUTION APPROVING THE EXTENSION TO THE BANKING SERVICES AGREEMENT BETWEEN THE CITY OF CODY AND WELLS FARGO BANK.
Staff Reference: Barry Cook, City Administrator
- h. ORDINANCE 2017-25 – SECOND READING AS AMENDED
AN ORDINANCE ADOPTING RESIDENTIAL INFILL SUBDIVISION STANDARDS AS CHAPTER 8 OF TITLE 11 CITY OF CODY MUNICIPAL CODE.
Staff Reference: Todd Stowell, City Planner
- i. ORDINANCE 2017-26 – SECOND READING
AN ORDINANCE AMENDING TABLE 10-6-2 OF THE ZONING ORDINANCE TO INCLUDE SIDE YARD SETBACKS FROM PRIVATE ACCESS EASEMENTS AND ALLEYS.
Staff Reference: Todd Stowell, City Planner

5. Tabled Items
6. Matters from Staff Members
7. Matters from Council Members
8. Adjournment

Upcoming Meetings:

Tuesday - January 2, 2018 – Regular Council Meeting 7:00 p.m.
Tuesday – January 9, 2018 – Work Session 4:30 p.m. Tentative
Tuesday – January 16, 2018 – Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, December 5, 2017

A Special Work Session was held at 6:30 p.m. Ken Posey provided the Council with information relating to the Cody Country Car Show and potential relocation of this event in 2018. The Governing Body gave staff direction to bring this item as an agenda item to the Council at the meeting later in the evening. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 5, 2017 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members Donny Anderson, Karen Ballinger, Landon Greer, Glenn Nielson, Jerry Fritz, and Stan Wolz, City Administrator, Barry Cook, City Attorney Scott Kolpitzke and Administrative Services Officer/Clerk Cindy Baker

Absent: None

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

Rick Manchester provided the Commitment to Community Award.

Council Member Greer made a motion seconded by Council Member Fritz to add item "d" to the conduct of business. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Fritz to approve the consent calendar as presented including approval of Minutes –Regular Meeting Minutes from November 21, 2017; approve the Amendment to the Original Agreement for the Wyoming Municipal Power Agency (WMPA) relating to change WMPA's calendar year to a fiscal year to July 1 to June 30; approve the final plat of the Holm View Addition No. 6 Minor Subdivision, a two-lot subdivision; designate specific equipment as surplus and authorize staff to proceed with selling utilizing an online auction and designate Big Horn Federal Bank, First Bank of Wyoming, Pinnacle Bank, US Bank and Wells Fargo as the official depositories for the City of Cody for the calendar year 2018. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Anderson to approve vouchers and payroll in the amount of \$360,705.50. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

ORDINANCE 2017-25 – FIRST READING

AN ORDINANCE ADOPTING RESIDENTIAL INFILL SUBDIVISION STANDARDS AS CHAPTER 8 OF TITLE 11 CITY OF CODY MUNICIPAL CODE. Council Member Nielson made a motion seconded by Council Member Anderson to approve Ordinance 2017-25 on First Reading, followed by Council Member Greer making a motion to amend the motion to include a requirement for a 25' solid surface entrance (e.g. asphalt or concrete) while allowing the access road to consist of gravel road base instead of pavement. Amendment was seconded by Council Member Nielson. Voting in favor of the amendment was Council Member Nielson, Fritz, Greer and Wolz. Opposed was Council Member Ballinger, Anderson and Mayor Hall. Amendment carried. Voting on original motion to approve Ordinance 2017-25 on First Reading as amended. Voting in favor was Council Member Nielson, Fritz, Greer, Anderson, Wolz and Matt Hall. Opposed was Council Member Ballinger. Motion carried.

ORDINANCE 2017-26 – FIRST READING

AN ORDINANCE AMENDING TABLE 10-6-2 OF THE ZONING ORDINANCE TO INCLUDE SIDE YARD SETBACKS FROM PRIVATE ACCESS EASEMENTS AND ALLEYS. Council Member made a motion seconded by Council Member to approve Ordinance 2017-26 on First Reading. Voting in favor were Council Members Nielson, Fritz, Greer, Anderson, Wolz and Mayor Hall. Opposed was Council Member Ballinger. Motion carried.

Council Member made a motion seconded by Council Member to approve a request from the Cody Country Car show to allow parking within the City Park, allow the closure of Beck Avenue between 8th and 10th Streets, close 10th Street between Beck and Sheridan Avenues and close 9th Street between Beck Avenue and the Cody Country Chamber of Commerce entrance starting at 2:00 p.m. on Friday, August 24th through 5:00 p.m. on Saturday, August 25th. Noting promoter will provide an emergency vehicle access lane on Beck Avenue, will set up and take down City provided barricades, will work with the Chief of Police relating to a parade event on Friday and will work with staff on other conditions, fees, ad equipment usage. Vote was unanimous.

There being no further business, the Mayor Hall adjourned the meeting at 7:45 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Service Officer

City of Cody
Council Proceedings
Tuesday, December 12, 2017

A special meeting of the Cody City Council was held on Tuesday, December 12, 2017 at 3:30 p.m.

Present: Mayor Matt Hall, Council Members Donny Anderson, Landon Greer, Glenn Nielson, Jerry Fritz, Stan Wolz, Barry Cook, City Administrator, and Cindy Baker, Administrative Services Officer.

Absent: Council Members Karen Ballinger

Mayor Hall called the meeting to order at 3:30 p.m.

The Governing Body interviewed a variety of applicants for different Board or Committee positions. Staff was directed to bring the appointments to a future Council Meeting for the official appointments.

There being no further discussion, the meeting adjourned at 5:00 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ACKER ELECTRIC INC					
	33920	TROUBLESHOOT BAILER	11/14/2017	100.00	.00
	33980	TROUBLESHOOT LIFT STATION RD 2AB	11/29/2017	170.00	.00
Total :				270.00	.00
Total ACKER ELECTRIC INC:				270.00	.00
ALISE, DAVID					
	13.1820.59	REFUND DEPOSIT	12/04/2017	211.33	.00
Total :				211.33	.00
Total ALISE, DAVID:				211.33	.00
AMERICAN FAMILY LIFE ASSUR					
	002860	AFLAC PREMIUM	12/06/2017	2,445.38	2,445.38
Total :				2,445.38	2,445.38
Total AMERICAN FAMILY LIFE ASSUR:				2,445.38	2,445.38
AMERICAN WELDING & GAS, INC.					
	05219647	ARGON/CO2 MIX/CYLINDER RENTAL	11/30/2017	27.75	.00
	05219648	SUPPLIES	11/30/2017	61.35	.00
	05219649	CARBON DIOXIDE/CYLINDER RENTAL	11/30/2017	27.75	.00
Total :				116.85	.00
Total AMERICAN WELDING & GAS, INC.:				116.85	.00
BAILEY ENTERPRISES INCORPORATED					
	113017	Unleaded	12/06/2017	985.72	.00
	113017	Unleaded	12/06/2017	163.28	.00
	113017	Unleaded	12/06/2017	2,133.74	.00
	113017	Diesel	12/06/2017	202.24	.00
	113017	Unleaded	12/06/2017	437.00	.00
	113017	Unleaded	12/06/2017	111.56	.00
	113017	Unleaded	12/06/2017	37.98	.00
	113017	Unleaded	12/06/2017	45.54	.00
	113017	Diesel	12/06/2017	2,223.63	.00
	113017	Unleaded	12/06/2017	572.80	.00
	113017	Unleaded	12/06/2017	54.60	.00
	113017	Diesel	12/06/2017	4,591.38	.00
	113017	Unleaded	12/06/2017	175.02	.00
	113017	Diesel	12/06/2017	228.64	.00
	113017	Unleaded	12/06/2017	420.96	.00
	113017	Diesel	12/06/2017	180.25	.00
	113017	Unleaded	12/06/2017	351.33	.00
	113017	Diesel	12/06/2017	596.99	.00
	113017	Unleaded	12/06/2017	610.15	.00
Total :				14,122.81	.00
Total BAILEY ENTERPRISES INCORPORATED:				14,122.81	.00
BLUE CROSS BLUE SHIELD OF WYOMING					
	112017	INSURANCE PREMIUM - DEC 2017	11/20/2017	119,545.89	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	112017	INSURANCE PREMIUM - DEC 2017	11/20/2017	2,780.06	.00
Total :				122,325.95	.00
Total BLUE CROSS BLUE SHIELD OF WYOMING:				122,325.95	.00
BORDER STATES INDUSTRIES, INC					
	914201716	Meter 4S 1ph 3w c20 120-480v dmd	11/30/2017	703.06	.00
	914201716	Meter F2S 1ph 240v meter C200	11/30/2017	888.16	.00
	914201716	F14/15/16S 3ph 4w c200 120-480v	11/30/2017	1,496.44	.00
	914201716	F6/9/36S 3ph 4w c20 120-480v dmd	11/30/2017	2,992.88	.00
	914261718	Meter F2S 1ph 240v C320 W Demand	11/30/2017	1,496.44	.00
	914261718	Meter 4S 1ph 3w c20 120-480v dmd	11/30/2017	351.53	.00
Total :				7,928.51	.00
Total BORDER STATES INDUSTRIES, INC:				7,928.51	.00
C & C WELDING, INC					
	21428	TUBING	11/22/2017	16.25	.00
	21440	SHOP REPAIR	11/29/2017	30.40	.00
Total :				46.65	.00
Total C & C WELDING, INC:				46.65	.00
CARQUEST AUTO PARTS					
	2874-IC-33984	Credit Repair Parts	11/07/2017	22.00-	.00
	2874-IC-34057	Credit Supplies	11/17/2017	11.23-	.00
	2874-IC-34108	Credit Repair Parts	11/28/2017	162.12-	.00
	2874-ID-33946	Repair Parts	11/01/2017	86.13	.00
	2874-ID-33946	Repair Parts	11/01/2017	24.36	.00
	2874-ID-33952	Tools	11/01/2017	300.00	.00
	2874-ID-33955	Repair Parts	11/02/2017	20.15	.00
	2874-ID-33983	Repair Parts	11/07/2017	2.87	.00
	2874-ID-33993	Repair Parts	11/08/2017	39.33	.00
	2874-ID-33998	Repair Parts	11/09/2017	.97	.00
	2874-ID-34001	Repair Parts	11/09/2017	10.04	.00
	2874-ID-34020	Repair Parts	11/13/2017	2.66	.00
	2874-ID-34023	Repair Parts	11/13/2017	8.12	.00
	2874-ID-34029	Repair Parts	11/14/2017	2.87	.00
	2874-ID-34036	Repair Parts	11/15/2017	41.94	.00
	2874-ID-34038	Repair Parts	11/15/2017	2.87	.00
	2874-ID-34053	Repair Parts	11/17/2017	18.85	.00
	2874-ID-34056	Shop Supplies	11/17/2017	11.23	.00
	2874-ID-34059	Repair Parts	11/17/2017	17.26	.00
	2874-ID-34068	Repair Parts	11/20/2017	10.04	.00
	2874-ID-34076	Repair Parts	11/21/2017	9.00	.00
	2874-ID-34080	Shop Supplies	11/21/2017	19.14	.00
	2874-ID-34084	Repair Parts	11/22/2017	3.04	.00
	2874-ID-34085	Repair Parts	11/22/2017	19.95	.00
	2874-ID-34099	Repair Parts	11/27/2017	2.66	.00
	2874-ID-34107	Repair Parts	11/28/2017	7.69	.00
	2874-ID-34108	Repair Parts	11/28/2017	162.12	.00
	2874-ID-34108	Repair Parts	11/28/2017	44.00	.00
	2874-ID-34108	Repair Parts	11/28/2017	170.16	.00
	2874-ID-34110	Repair Parts	11/28/2017	22.99	.00
	2874-ID-34111	Repair Parts	11/28/2017	5.33	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	2874-ID-34116	Repair Parts	11/29/2017	3.49	.00
	2874-ID-34119	Repair Parts	11/29/2017	6.12	.00
	2874-ID-34122	Repair Parts	11/30/2017	2.76	.00
	2874-ID-34123	Repair Parts	11/30/2017	5.96	.00
	2874-ID-34123	Shop Supplies	11/30/2017	12.98	.00
Total :				901.73	.00
Total CARQUEST AUTO PARTS:				901.73	.00
CHEYENNE, LIGHT, FUEL & POWER COMPANY					
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	332.36	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	617.87	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	1,349.25	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	1,942.99	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	5,828.96	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	888.96	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	228.97	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	479.91	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	134.69	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	289.91	.00
BLACK HILLS ENERGY	120617	UTILITIES	12/06/2017	359.10	.00
Total :				12,452.97	.00
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY:				12,452.97	.00
CHUCKS LAWN CARE					
	31598	TRIM RIGHT OF WAY FOR GARBAGE TRUCKS	11/13/2017	520.00	.00
	31599	TRIM RIGHT OF WAY FOR GARBAGE TRUCKS	11/13/2017	195.00	.00
Total :				715.00	.00
Total CHUCKS LAWN CARE:				715.00	.00
CLARK, RONALD W					
TOWN TAXI	121917	TIPSY TAXI VOUCHERS	12/19/2017	364.00	.00
Total :				364.00	.00
Total CLARK, RONALD W:				364.00	.00
CODY HEATING AND AC LLC					
HAITSMA, ROBERT	17.0303.15	REFUND DEPOSIT	12/05/2017	1,000.00	.00
Total :				1,000.00	.00
Total CODY HEATING AND AC LLC:				1,000.00	.00
CODY VETERINARY HOSPITAL					
	6495-5	RESTITUTION - JOSHUA WARD MC-1703-026	12/01/2017	400.00	.00
Total :				400.00	.00
Total CODY VETERINARY HOSPITAL:				400.00	.00
COOEY, ALAN					
	120117	RESTITUTION FROM ANNET HAWES MC-1709-042	12/01/2017	110.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				110.00	.00
Total COOEY, ALAN:				110.00	.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC					
	113017	LEGAL SERVICES - NOV 2017	12/04/2017	6,907.92	.00
Total :				6,907.92	.00
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:				6,907.92	.00
DAN MCDONALD CONSTRUCTION					
	1.189543	REFUND TEMPORARY ELECTRIC METER FEE	12/06/2017	105.00	.00
Total :				105.00	.00
Total DAN MCDONALD CONSTRUCTION:				105.00	.00
EASTMAN, RINDA					
	1117	PERSONAL TRAINING - REC CENTER	12/04/2017	128.02	.00
Total :				128.02	.00
Total EASTMAN, RINDA:				128.02	.00
ENGINEERING ASSOCIATES					
	3711066	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	11/22/2017	2,987.93	.00
	3711066	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	11/22/2017	7,062.38	.00
	3711066	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	11/22/2017	3,531.19	.00
	3711067	PROJECT NO 14111.02 WWTF PHASE 2 PROCESS DESIGN	11/22/2017	19,736.00	.00
	3711068	PROJECT NO 14111.03 WWTF PHASE 2 AERATED SYSTEMS UPGRADE FUNDING APPLICATIONS	11/22/2017	275.00	.00
Total :				33,592.50	.00
Total ENGINEERING ASSOCIATES:				33,592.50	.00
FIRE DISTRICT #2					
	120617	FIRE DISTRICT PASS THROUGH FEE	12/06/2017	2,178.56	.00
Total :				2,178.56	.00
Total FIRE DISTRICT #2:				2,178.56	.00
FREDERICK, LAUREL					
	120117	RESTITUTION FROM DEBRA HORNECKER MC- 1706-037	12/01/2017	50.00	.00
Total :				50.00	.00
Total FREDERICK, LAUREL:				50.00	.00
GLOBAL TECHNOLOGY RESOURCES INC					
	IC0440846	COMPUTER SUPPORT	11/21/2017	819.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				819.00	.00
Total GLOBAL TECHNOLOGY RESOURCES INC:				819.00	.00
HARRIS TRUCKING AND CONSTRUCTION					
WYOMING STEEL SERVICES LLC	005067	RECYCLING HAULING	11/17/2017	475.00	.00
Total :				475.00	.00
Total HARRIS TRUCKING AND CONSTRUCTION:				475.00	.00
HARRIS TRUCKING AND CONSTRUCTION CO.					
	PAY APP #12	WASTE WATER TREATMENT FACILITY PHASE 1	12/07/2017	55,946.69	.00
	PAY APP #12	WASTE WATER TREATMENT FACILITY PHASE 1	12/07/2017	132,237.62	.00
	PAY APP #12	WASTE WATER TREATMENT FACILITY PHASE 1	12/07/2017	66,118.81	.00
	RET #12 WWT	WWTF - PHASE 1 RETAINGE	12/07/2017	2,561.06	.00
	RET #12 WWT	WWTF - PHASE 1 RETAINGE	12/07/2017	6,053.42	.00
	RET #12 WWT	WWTF - PHASE 1 RETAINGE	12/07/2017	3,026.71	.00
Total :				265,944.31	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO.:				265,944.31	.00
HAWLEY, STEVEN					
	17.7673.11	REFUND DEPOSIT	12/06/2017	16.35	.00
Total :				16.35	.00
Total HAWLEY, STEVEN:				16.35	.00
HIGBIE, ASPEN					
	120117	RESTITUTION FROM RHIANNON THOMPSON MC-1611-017	12/01/2017	50.00	.00
Total :				50.00	.00
Total HIGBIE, ASPEN:				50.00	.00
HILL, TRAVIS					
	120117	RESTITUTION FROM AMANDA GUILLIAM MC-1707-040	12/01/2017	300.00	.00
Total :				300.00	.00
Total HILL, TRAVIS:				300.00	.00
INTERNATIONAL CODE COUNCIL					
	1000829882	CODE BOOKS	11/09/2017	419.50	.00
Total :				419.50	.00
Total INTERNATIONAL CODE COUNCIL:				419.50	.00
JOE RIIS PHOTOGRAPHY LLC					
	2.0290.22	REFUND DEPOSIT	11/30/2017	406.34	.00
Total :				406.34	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total JOE RIIS PHOTOGRAPHY LLC:				406.34	.00
JONES, AMY					
	12617	PERSONAL TRAINING - REC CENTER	12/06/2017	756.67	.00
Total :				756.67	.00
Total JONES, AMY:				756.67	.00
KELLY, NEAL					
	3.1520.40	REFUND DEPOSIT	12/01/2017	127.42	.00
Total :				127.42	.00
Total KELLY, NEAL:				127.42	.00
KITCHEN, SCOTT					
	113017	REIMBURSEMENT FOR MILEAGE	11/30/2017	32.47	.00
Total :				32.47	.00
Total KITCHEN, SCOTT:				32.47	.00
KRUBECK, LUCAS					
	12517	PERSONAL TRAINER - REC CENTER	12/05/2017	402.95	.00
Total :				402.95	.00
Total KRUBECK, LUCAS:				402.95	.00
MALTBY, CONNIE					
	120117	RESTITUTION FROM JOHN EDWARDS MC-1606-002	12/01/2017	100.00	.00
Total :				100.00	.00
Total MALTBY, CONNIE:				100.00	.00
MITCHELL, CHRISTOPHER					
	7.1610.44	REFUND CREDIT BALANCE	10/05/2017	4.44	.00
Total :				4.44	.00
Total MITCHELL, CHRISTOPHER:				4.44	.00
NCPERS WYOMING					
	12717	PREMIUM	12/07/2017	432.00	432.00
Total :				432.00	432.00
Total NCPERS WYOMING:				432.00	432.00
NEDDERMEYER, DUSTIN					
	2.0480.41	REFUND DEPOSIT	11/28/2017	119.19	.00
Total :				119.19	.00
Total NEDDERMEYER, DUSTIN:				119.19	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
NORCO, INC.					
	22549919	SUPPLIES	11/30/2017	11.76	.00
Total :				11.76	.00
Total NORCO, INC.:				11.76	.00
NORTHLAND AUTOMOTIVE					
	IS246325	SNOW PLOW ATTACHMENT	11/21/2017	6,898.55	.00
Total :				6,898.55	.00
Total NORTHLAND AUTOMOTIVE:				6,898.55	.00
ONE-CALL OF WYOMING					
	46779	ONE-CALL FEES - NOV 2017	12/02/2017	14.25	.00
	46779	ONE-CALL FEES - NOV 2017	12/02/2017	14.25	.00
	46779	ONE-CALL FEES - NOV 2017	12/02/2017	14.25	.00
	46779	ONE-CALL FEES - NOV 2017	12/02/2017	14.25	.00
Total :				57.00	.00
Total ONE-CALL OF WYOMING:				57.00	.00
PARK COUNTY					
	3121	LEC CONTRACT - DISPATCH	12/01/2017	24,322.55	.00
	3121	LEC CONTRACT - CONSOLE	12/01/2017	3,773.44	.00
	3121	LEC CONTRACT - UTILITIES	12/01/2017	1,133.79	.00
	3129	LEC FACILITY MAINTENANCE	12/04/2017	407.30	.00
Total :				29,637.08	.00
Total PARK COUNTY:				29,637.08	.00
PARK COUNTY ANIMAL SHELTER					
	120117	ANIMAL SERVICE CONTRACT - DEC 2017	12/01/2017	3,750.00	.00
Total :				3,750.00	.00
Total PARK COUNTY ANIMAL SHELTER:				3,750.00	.00
PARK COUNTY CIRCUIT COURT					
	113017	CV-2017-565	11/30/2017	283.23	283.23
Total :				283.23	283.23
Total PARK COUNTY CIRCUIT COURT:				283.23	283.23
PARK COUNTY LANDFILL					
	113017	LANDFILL CHARGES - NOV 2017	11/30/2017	59,666.64	.00
Total :				59,666.64	.00
Total PARK COUNTY LANDFILL:				59,666.64	.00
PARK COUNTY PUBLIC HEALTH					
	1339	HEP B VACCINE	11/22/2017	20.00	.00
	3144	FLU VACCINATIONS	11/09/2017	150.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				170.00	.00
Total PARK COUNTY PUBLIC HEALTH:				170.00	.00
PARK COUNTY SHERIFF					
	113017	INCARCERATION - NOV 2017	11/30/2017	120.00	.00
Total :				120.00	.00
Total PARK COUNTY SHERIFF:				120.00	.00
PAVEMENT MAINTENANCE INC					
	17-233A	SNOW REMOVAL	11/10/2017	275.00	.00
Total :				275.00	.00
Total PAVEMENT MAINTENANCE INC:				275.00	.00
PROFORCE LAW ENFORCEMENT					
	329420	TASERS AND ACCESSORIES	11/29/2017	467.64	.00
	329420	TASERS AND ACCESSORIES	11/29/2017	1,944.55	.00
Total :				2,412.19	.00
Total PROFORCE LAW ENFORCEMENT:				2,412.19	.00
PROVIDENT LIFE & ACCIDENT INS					
	12717	PREMIUMS	12/07/2017	167.08	167.08
Total :				167.08	167.08
Total PROVIDENT LIFE & ACCIDENT INS :				167.08	167.08
PULLIAM, HENRY B					
	120117	RESTITUTION FROM DENISE ROSECHANDLER MC-1704-030	12/01/2017	200.00	.00
Total :				200.00	.00
Total PULLIAM, HENRY B:				200.00	.00
SANCHEZ, PEDRO					
P & E PAINTING AND LEAD REMOVAL	1-2	GAURD RAIL REPAIR	11/28/2017	1,500.00	.00
Total :				1,500.00	.00
Total SANCHEZ, PEDRO:				1,500.00	.00
SCHLOSSER, DAVID W					
PREFERRED PLUMBING & HEATING L	0156	REPAIR TOILET - MENS ROOM CITY SHOP	11/17/2017	108.82	.00
PREFERRED PLUMBING & HEATING L	0156	REPAIR TOILET - MENS ROOM CITY SHOP	11/17/2017	108.82	.00
PREFERRED PLUMBING & HEATING L	0156	REPAIR TOILET - MENS ROOM CITY SHOP	11/17/2017	108.83	.00
PREFERRED PLUMBING & HEATING L	0156	REPAIR TOILET - MENS ROOM CITY SHOP	11/17/2017	108.84	.00
PREFERRED PLUMBING & HEATING L	0164	CUT & REPLACE BROKEN BALL VALVE	11/21/2017	105.36	.00
Total :				540.67	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total SCHLOSSER, DAVID W:				540.67	.00
SHOSHONE MUNICIPAL PIPELINE					
	120117	SMP WATER PURCHASE - NOV 2017	12/01/2017	111,220.16	.00
Total :				111,220.16	.00
Total SHOSHONE MUNICIPAL PIPELINE:				111,220.16	.00
SMITH, MARY LOU					
	6.1110.29	REFUND OVERPAYMENT	11/01/2017	120.00	.00
Total :				120.00	.00
Total SMITH, MARY LOU:				120.00	.00
STERLING CODIFIERS					
	20240	CODIFIERS HOST FEE	12/01/2017	500.00	.00
Total :				500.00	.00
Total STERLING CODIFIERS:				500.00	.00
SYSTEMS GRAPHICS INC					
ADVANCED INFO SYSTEMS	14092	CYCLE 2 OUTSOURCE BILLS	11/21/2017	1.80	.00
ADVANCED INFO SYSTEMS	14092	CYCLE 2 OUTSOURCE BILLS	11/21/2017	19.75	.00
ADVANCED INFO SYSTEMS	14092	CYCLE 2 OUTSOURCE BILLS	11/21/2017	30.52	.00
ADVANCED INFO SYSTEMS	14092	CYCLE 2 OUTSOURCE BILLS	11/21/2017	12.57	.00
ADVANCED INFO SYSTEMS	14092	CYCLE 2 OUTSOURCE BILLS	11/21/2017	114.87	.00
ADVANCED INFO SYSTEMS	14096	CYCLE 3 OUTSOURCE BILLS	11/30/2017	4.08	.00
ADVANCED INFO SYSTEMS	14096	CYCLE 3 OUTSOURCE BILLS	11/30/2017	44.89	.00
ADVANCED INFO SYSTEMS	14096	CYCLE 3 OUTSOURCE BILLS	11/30/2017	69.38	.00
ADVANCED INFO SYSTEMS	14096	CYCLE 3 OUTSOURCE BILLS	11/30/2017	28.57	.00
ADVANCED INFO SYSTEMS	14096	CYCLE 3 OUTSOURCE BILLS	11/30/2017	261.21	.00
ADVANCED INFO SYSTEMS	14107	CYCLE 4 OUTSOURCE BILLS	12/05/2017	2.30	.00
ADVANCED INFO SYSTEMS	14107	CYCLE 4 OUTSOURCE BILLS	12/05/2017	25.29	.00
ADVANCED INFO SYSTEMS	14107	CYCLE 4 OUTSOURCE BILLS	12/05/2017	39.09	.00
ADVANCED INFO SYSTEMS	14107	CYCLE 4 OUTSOURCE BILLS	12/05/2017	16.09	.00
ADVANCED INFO SYSTEMS	14107	CYCLE 4 OUTSOURCE BILLS	12/05/2017	147.15	.00
Total :				817.56	.00
Total SYSTEMS GRAPHICS INC:				817.56	.00
THE OFFICE SHOP INC					
	72796	COPIER MAINTENANCE	11/27/2017	990.71	.00
	72797	COPIER MAINTENANCE	11/27/2017	95.79	.00
	72798	COPIER AGREEMENT - AQUATIC/REC CENTER	11/27/2017	1,185.67	.00
	72798	COPIER AGREEMENT - AQUATIC/REC CENTER	11/27/2017	638.43	.00
	72799	COPIER CONTRACT - SHOP	11/27/2017	5.10	.00
	72799	COPIER CONTRACT - SHOP	11/27/2017	5.10	.00
	72799	COPIER CONTRACT - SHOP	11/27/2017	5.10	.00
	72799	COPIER CONTRACT - SHOP	11/27/2017	5.10	.00
	72799	COPIER CONTRACT - SHOP	11/27/2017	5.10	.00
	72799	COPIER CONTRACT - SHOP	11/27/2017	5.09	.00
Total :				2,941.19	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total THE OFFICE SHOP INC:				2,941.19	.00
THE WHITE BUFFALO					
	1.1330.20-1	REFUND OVERPAYMENT	11/13/2017	180.68	.00
Total :				180.68	.00
Total THE WHITE BUFFALO:				180.68	.00
U S BANK PURCHASE CARD					
	120617	C18 Disputed charges	12/06/2017	4.99	.00
	120617	Disputed charge	12/06/2017	99.99	.00
	120617	Disputed charge credit	12/06/2017	99.99-	.00
	120617	Years of service and supplies	12/06/2017	35.38	.00
	120617	Years of Service	12/06/2017	69.99	.00
	120617	forms payroll year end	12/06/2017	227.18	.00
	120617	Binding	12/06/2017	15.00	.00
	120617	Office supplies	12/06/2017	32.29	.00
	120617	sit to stand station	12/06/2017	148.27	.00
	120617	toner	12/06/2017	184.70	.00
	120617	file folders	12/06/2017	110.40	.00
	120617	file folders	12/06/2017	32.16	.00
	120617	file folders fastners	12/06/2017	16.70	.00
	120617	supplies	12/06/2017	36.02	.00
	120617	Archieve Book and paper	12/06/2017	203.00	.00
	120617	Ink - Postage Machine	12/06/2017	104.97	.00
	120617	utilities - late charge	12/06/2017	9.08	.00
	120617	utilities - TCT	12/06/2017	1,031.82	.00
	120617	utilities - TCT	12/06/2017	1,018.27	.00
	120617	utilities - cell phone - verizon	12/06/2017	25.41	.00
	120617	advertising	12/06/2017	52.00	.00
	120617	advertising	12/06/2017	3,773.35	.00
	120617	advertising	12/06/2017	170.00	.00
	120617	Services	12/06/2017	75.00	.00
	120617	sit to stand station	12/06/2017	350.00	.00
Total Administrative Services:				7,725.98	.00
	120617	uniforms	12/06/2017	389.03	.00
	120617	pool chemicals	12/06/2017	2,366.00	.00
	120617	CO2	12/06/2017	496.00	.00
	120617	Graffiti remover & gloves	12/06/2017	72.41	.00
	120617	office supplies	12/06/2017	46.83	.00
	120617	office supplies	12/06/2017	27.13	.00
	120617	chlorine monitor testing	12/06/2017	40.00	.00
	120617	replace life jackets-all sizes	12/06/2017	1,200.07	.00
	120617	swim challenge-summer	12/06/2017	177.00	.00
	120617	pool fins-programs	12/06/2017	133.25	.00
	120617	arc training fees	12/06/2017	27.00	.00
	120617	new materials for red cross classes-program	12/06/2017	1,025.89	.00
	120617	materials			
	120617	repairs	12/06/2017	112.10	.00
	120617	repairs to equipment	12/06/2017	312.72	.00
	120617	repairs to equipment	12/06/2017	530.90	.00
	120617	new probes for pool controller	12/06/2017	266.86	.00
	120617	repairs to equipment	12/06/2017	119.80	.00
Total Aquatics:				7,342.99	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	120617	utilities - cell phone - verizon	12/06/2017	49.62	.00
Total City Administrator:				49.62	.00
	120617	Plotter Maintenance Repairs	12/06/2017	416.71	.00
	120617	Car Wash - Sean Collier	12/06/2017	13.00	.00
	120617	utilities - cell phone - verizon	12/06/2017	342.83	.00
Total Community Development:				772.54	.00
	120617	to move AC unit at Recycle	12/06/2017	298.00	.00
Total Contingency Fund:				298.00	.00
	120617	random testing	12/06/2017	36.00	.00
	120617	Uniforms	12/06/2017	577.41	.00
	120617	Travel expenses	12/06/2017	30.77	.00
	120617	Travel expenses	12/06/2017	30.78	.00
	120617	Travel expenses	12/06/2017	16.74-	.00
	120617	Travel expenses	12/06/2017	38.93	.00
	120617	Travel expenses	12/06/2017	186.00	.00
	120617	Travel expenses	12/06/2017	202.74	.00
	120617	FR Clothing Expense	12/06/2017	656.51	.00
	120617	FR rain gear	12/06/2017	372.54	.00
	120617	Tools/Streetlight Repair	12/06/2017	34.84	.00
	120617	Safety Glasses - Shop Supplies	12/06/2017	14.94	.00
	120617	toner	12/06/2017	93.99	.00
	120617	Shop Supplies	12/06/2017	53.96	.00
	120617	Shop Supplies	12/06/2017	85.22	.00
	120617	Shop Supplies	12/06/2017	10.62	.00
	120617	Safety Glasses - Shop Supplies	12/06/2017	9.55	.00
	120617	Fuel Additive	12/06/2017	196.00	.00
	120617	Chain Saw Tune-up Kits	12/06/2017	109.71	.00
	120617	Wash Explorer	12/06/2017	13.00	.00
	120617	Streetlight repair lamp	12/06/2017	25.74	.00
	120617	Streetlight Repairs	12/06/2017	13.12	.00
	120617	Tools/Streetlight Repair	12/06/2017	541.54	.00
	120617	Streetlight Repairs	12/06/2017	168.57	.00
	120617	utilities - TCT	12/06/2017	87.68	.00
	120617	utilities - TCT	12/06/2017	89.12	.00
	120617	utilities - cell phone - verizon	12/06/2017	294.22	.00
	120617	Repair air handler at electric shop	12/06/2017	556.45	.00
Total Electric:				4,513.21	.00
	120617	meeting expenses	12/06/2017	43.83	.00
	120617	meeting expenses	12/06/2017	46.40	.00
	120617	meeting expenses	12/06/2017	130.90	.00
	120617	meeting expenses	12/06/2017	11.96	.00
	120617	meeting expense - citizen academy	12/06/2017	172.50	.00
	120617	citizens academy graduation dinner	12/06/2017	1,081.12	.00
	120617	citizen's academy	12/06/2017	18.99	.00
Total Mayor-Council:				1,505.70	.00
	120617	Christmas Decorations	12/06/2017	19.99	.00
	120617	Supplies	12/06/2017	19.99	.00
	120617	Supplies	12/06/2017	18.26	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	120617	Supplies	12/06/2017	8.99	.00
	120617	Snow removal	12/06/2017	231.46	.00
	120617	Supplies	12/06/2017	13.98	.00
	120617	Supplies	12/06/2017	18.99	.00
	120617	Christmas light repair	12/06/2017	29.38	.00
	120617	Christmas lights	12/06/2017	39.98	.00
	120617	Shadowbox supplies	12/06/2017	10.13	.00
	120617	Shadowbox supplies	12/06/2017	9.99	.00
	120617	Supplies	12/06/2017	10.78	.00
	120617	Baseball building demo	12/06/2017	50.00	.00
	120617	Electric motor for xmas decorations on Circle Dr.	12/06/2017	140.00	.00
	120617	utilities - TCT	12/06/2017	86.28	.00
	120617	utilities - TCT	12/06/2017	86.28	.00
	120617	utilities - cell phone - verizon	12/06/2017	102.03	.00
	120617	ISA Memberships	12/06/2017	187.00	.00
	120617	War Memorial	12/06/2017	20.98	.00
	120617	Flag supplies	12/06/2017	423.64	.00
				<hr/>	
Total Parks Maintenance:				1,528.13	.00
				<hr/>	
	120617	random testing	12/06/2017	81.00	.00
	120617	Random testing - new and random drug test	12/06/2017	150.00	.00
	120617	C31 New holsters for C12 & C15	12/06/2017	227.80	.00
	120617	C31 C12/C15 Mag pouches for new glocks	12/06/2017	39.60	.00
	120617	C31 New holster and mag pouch for C24	12/06/2017	133.70	.00
	120617	C31 Embroidery & sewing for C15	12/06/2017	46.00	.00
	120617	C25 Uniform allowance - Shoes	12/06/2017	59.99	.00
	120617	C25 Uniform allowance - Shoes *RETURN*	12/06/2017	59.99-	.00
	120617	C25 Uniform allowance - Shoes	12/06/2017	59.99	.00
	120617	C18 Uniform/gear	12/06/2017	139.67	.00
	120617	C18 Uniform/gear	12/06/2017	126.84	.00
	120617	C09 Uniform embroidery & sewing	12/06/2017	32.00	.00
	120617	C09 Uniform embroidery & sewing	12/06/2017	11.00	.00
	120617	C16 Holster and mag pouch for new pistol	12/06/2017	133.35	.00
	120617	C16 Uniform/gear	12/06/2017	215.21	.00
	120617	C03 Holster and mag pouch for new pistol	12/06/2017	44.99	.00
	120617	C03 Duty gear	12/06/2017	130.41	.00
	120617	C20 Uniform allowance	12/06/2017	199.76	.00
	120617	C20 Gas to training	12/06/2017	29.06	.00
	120617	C24 Supplies - Bomb unit	12/06/2017	5.13	.00
	120617	C24 Supplies, Bomb unit	12/06/2017	15.98	.00
	120617	C07 Supplies - Bomb unit	12/06/2017	173.41	.00
	120617	C07 Supplies - Bomb unit	12/06/2017	10.99	.00
	120617	C31 Ammunition	12/06/2017	4,712.34	.00
	120617	C31 Office supplies	12/06/2017	72.48	.00
	120617	C31 Office supplies - Patrol	12/06/2017	45.98	.00
	120617	C31 Shredder bags	12/06/2017	34.97	.00
	120617	C31 Marijuana test kits, evidence supplies	12/06/2017	103.57	.00
	120617	C31 Copy paper	12/06/2017	429.90	.00
	120617	C31 Copy paper	12/06/2017	55.70	.00
	120617	C31 Copy paper	12/06/2017	113.86	.00
	120617	C31 Flash drives, Patrol expense	12/06/2017	39.94	.00
	120617	C31 Flash drives, shoe shine misc. - Patrol expense	12/06/2017	147.36	.00
	120617	C31 Batteries - Patrol expense	12/06/2017	10.00	.00
	120617	C31 Flash drives, Patrol expense	12/06/2017	70.50	.00
	120617	C31 Squad room supplies, batteries	12/06/2017	95.37	.00
	120617	C30 Office supplies	12/06/2017	7.04	.00
	120617	C14 Supplies for Investigations	12/06/2017	7.49	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	120617	C14 Supplies for Investigations	12/06/2017	48.97	.00
	120617	C01 Car wash	12/06/2017	11.00	.00
	120617	C01 Car wash	12/06/2017	11.00	.00
	120617	A14 windshield	12/06/2017	260.00	.00
	120617	C06 Car wash	12/06/2017	9.00	.00
	120617	C06 Car wash	12/06/2017	9.00	.00
	120617	C23 Car wash	12/06/2017	9.00	.00
	120617	C23 Car wash	12/06/2017	9.00	.00
	120617	C23 Car wash	12/06/2017	9.00	.00
	120617	A05 accident repair	12/06/2017	4,426.26	.00
	120617	C21 Car wash	12/06/2017	9.00	.00
	120617	C11 Car wash	12/06/2017	5.40	.00
	120617	C11 Car wash	12/06/2017	6.11	.00
	120617	C24 Car wash	12/06/2017	6.61	.00
	120617	C14 Car wash	12/06/2017	10.00	.00
	120617	C07 Car wash	12/06/2017	9.00	.00
	120617	C07 Car wash	12/06/2017	9.00	.00
	120617	C31 Shipping - Return to Evident	12/06/2017	14.14	.00
	120617	C14 Evidence shipping	12/06/2017	9.71	.00
	120617	C14 Evidence shipping	12/06/2017	9.71	.00
	120617	C14 Evidence shipping	12/06/2017	9.71	.00
	120617	C14 Evidence shipping	12/06/2017	9.71	.00
	120617	utilities - TCT	12/06/2017	66.45	.00
	120617	utilities - TCT	12/06/2017	66.45	.00
	120617	utilities - cell phone - verizon	12/06/2017	1,454.40	.00
	120617	Utilities - Century Link	12/06/2017	38.54	.00
	120617	C31 Replace 2 chairs in squad room	12/06/2017	837.20	.00
Total Police Department:				15,325.76	.00
	120617	coffee and creamer	12/06/2017	118.92	.00
	120617	cleaning supplies	12/06/2017	1,108.11	.00
	120617	supplies	12/06/2017	53.84	.00
	120617	supplies	12/06/2017	37.80	.00
	120617	for wreath at rec	12/06/2017	3.98	.00
	120617	Nuts and bolts	12/06/2017	4.63	.00
	120617	Nuts and Bolts	12/06/2017	4.21	.00
	120617	repair to Chamber building	12/06/2017	.74	.00
	120617	keys for auditorium	12/06/2017	24.00	.00
	120617	Chain link and hook	12/06/2017	43.25	.00
	120617	Clevis hooks & Scrubber pad for floor	12/06/2017	9.99	.00
	120617	Poly tube & clear silicon	12/06/2017	7.16	.00
	120617	Quick connector, adapter & PVC coupler	12/06/2017	8.27	.00
	120617	Thermostat for recycle center	12/06/2017	24.99	.00
	120617	Sand for Rec Center	12/06/2017	71.88	.00
	120617	repairs to hot water and boilers at rec and auditorium	12/06/2017	1,372.30	.00
	120617	clock at rec	12/06/2017	21.99	.00
	120617	rec center supplies	12/06/2017	27.27	.00
	120617	repair supplies	12/06/2017	29.35	.00
	120617	repair kit for steam room	12/06/2017	191.45	.00
	120617	repair ice machine at Rec.	12/06/2017	180.90	.00
	120617	utilities - TCT	12/06/2017	92.55	.00
	120617	utilities - TCT	12/06/2017	92.55	.00
	120617	utilities - cell phone - verizon	12/06/2017	61.74	.00
	120617	rugs for city hall	12/06/2017	114.48	.00
	120617	rugs for Auditorium	12/06/2017	122.09	.00
	120617	rugs at rec center	12/06/2017	121.84	.00
	120617	Security system at rec and city hall	12/06/2017	214.50	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total Public Facilities:				4,164.78	.00
	120617	supplies	12/06/2017	98.55	.00
	120617	front desk supplies	12/06/2017	11.78	.00
	120617	office supplies	12/06/2017	99.61	.00
	120617	renewal postcards for rec center	12/06/2017	156.00	.00
	120617	rec programs	12/06/2017	84.87	.00
	120617	boxing program at rec	12/06/2017	279.92	.00
	120617	ASAP supplies	12/06/2017	175.58	.00
	120617	boxing supplies	12/06/2017	15.97	.00
	120617	goggles for rec programs	12/06/2017	72.60	.00
	120617	Sr. Brunch	12/06/2017	125.00	.00
	120617	fitness challenge	12/06/2017	28.10	.00
	120617	fitness challenge	12/06/2017	100.00	.00
	120617	senior events	12/06/2017	252.99	.00
	120617	utilities - TCT	12/06/2017	496.63	.00
	120617	utilities - TCT	12/06/2017	490.15	.00
	120617	utilities - cell phone - verizon	12/06/2017	126.76	.00
	120617	advertising	12/06/2017	515.00	.00
	120617	advertising	12/06/2017	400.00	.00
	120617	concert direct inputs	12/06/2017	101.98	.00
	120617	fitness music	12/06/2017	9.99	.00
	120617	router - Rec Center	12/06/2017	282.55	.00
	120617	credit - returned damaged shipment	12/06/2017	303.00-	.00
	120617	frac grant	12/06/2017	104.83	.00
	120617	frac grant	12/06/2017	20.02	.00
Total Recreation Center:				3,745.88	.00
	120617	random testing	12/06/2017	40.50	.00
	120617	embroidery	12/06/2017	84.00	.00
	120617	terry boots refund	12/06/2017	30.00-	.00
	120617	terry boots	12/06/2017	189.99	.00
	120617	coveralls x 2	12/06/2017	203.98	.00
	120617	water	12/06/2017	10.00	.00
	120617	deodorizer	12/06/2017	736.00	.00
	120617	shop towels, grease gun	12/06/2017	105.02	.00
	120617	nuts and bolts	12/06/2017	31.47	.00
	120617	wall planners	12/06/2017	45.36	.00
	120617	propane	12/06/2017	41.70	.00
	120617	propane	12/06/2017	30.00	.00
	120617	propane	12/06/2017	21.00	.00
	120617	propane	12/06/2017	21.00	.00
	120617	blades, chisel	12/06/2017	39.97	.00
	120617	propane	12/06/2017	30.30	.00
	120617	utilities - TCT	12/06/2017	86.20	.00
	120617	utilities - TCT	12/06/2017	86.28	.00
	120617	utilities - cell phone - verizon	12/06/2017	49.63	.00
	120617	casters	12/06/2017	117.96	.00
	120617	casters	12/06/2017	99.96	.00
	120617	chutes for bins	12/06/2017	625.20	.00
Total Solid Waste:				2,665.52	.00
	120617	ASE tests	12/06/2017	114.00	.00
	120617	ASE tests	12/06/2017	114.00	.00
	120617	random testing	12/06/2017	40.50	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	120617	Christmas lights	12/06/2017	73.98	.00
	120617	nUTS AND BOLTS	12/06/2017	8.00	.00
	120617	Years of service and supplies	12/06/2017	9.97	.00
	120617	Bolts and nuts Xmas decorations	12/06/2017	10.20	.00
	120617	Marking Paint	12/06/2017	25.08	.00
	120617	Locating paint	12/06/2017	85.08	.00
	120617	first aid supplies	12/06/2017	40.58	.00
	120617	Radiator repair John Deere Grader	12/06/2017	1,211.28	.00
	120617	Grader cutting edges	12/06/2017	1,877.88	.00
	120617	Grader cutting edges	12/06/2017	680.40	.00
	120617	switch K09	12/06/2017	5.67	.00
	120617	Brooms for sweepers	12/06/2017	2,459.45	.00
	120617	Flat repair H02	12/06/2017	79.90	.00
	120617	Salt Tank	12/06/2017	449.66	.00
	120617	Salt	12/06/2017	521.18	.00
	120617	Reflectors	12/06/2017	107.50	.00
	120617	adhesive remover	12/06/2017	125.90	.00
	120617	utilities - TCT	12/06/2017	190.25	.00
	120617	utilities - TCT	12/06/2017	184.87	.00
	120617	utilities - cell phone - verizon	12/06/2017	165.87	.00
	120617	Manlift rental xmas decorations	12/06/2017	207.00	.00
Total Streets:				8,788.20	.00
	120617	random testing	12/06/2017	4.50	.00
	120617	Socket	12/06/2017	55.00	.00
	120617	Service cart	12/06/2017	49.99	.00
	120617	Freight D08 parts	12/06/2017	22.77	.00
	120617	parts and supplies	12/06/2017	82.06	.00
	120617	Shop towels	12/06/2017	137.12	.00
	120617	first aid supplies	12/06/2017	40.57	.00
	120617	Sump repairs	12/06/2017	76.99	.00
	120617	Sump grate repairs	12/06/2017	34.00	.00
	120617	shop repair sump	12/06/2017	7.00	.00
	120617	utilities - TCT	12/06/2017	49.00	.00
	120617	utilities - TCT	12/06/2017	47.62	.00
	120617	CV Element	12/06/2017	12.89	.00
	120617	C03 Latch	12/06/2017	116.92	.00
	120617	C05 fan clutch	12/06/2017	1,243.11	.00
	120617	I04 repair glow plugs	12/06/2017	144.46	.00
	120617	A102 repair	12/06/2017	539.37	.00
	120617	Credit core return	12/06/2017	218.15-	.00
	120617	Lights D13	12/06/2017	401.18	.00
	120617	C05 injector	12/06/2017	393.57	.00
	120617	Lamp asy B42	12/06/2017	102.30	.00
	120617	Cam followers Sanitation	12/06/2017	338.00	.00
	120617	Def line C05	12/06/2017	68.12	.00
	120617	Filters	12/06/2017	224.40	.00
	120617	parts and supplies	12/06/2017	154.55	.00
	120617	oil	12/06/2017	142.45	.00
	120617	Oil	12/06/2017	266.95	.00
	120617	Oil	12/06/2017	93.00	.00
Total Vehicle Maintenance:				4,629.74	.00
	120617	random testing	12/06/2017	13.50	.00
	120617	Years of service and supplies	12/06/2017	8.97	.00
	120617	battery	12/06/2017	17.49	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	120617	organizer	12/06/2017	3.79	.00
	120617	nuts and bolts	12/06/2017	5.70	.00
	120617	first aid supplies	12/06/2017	40.58	.00
	120617	Fuses for North Lift	12/06/2017	35.12	.00
	120617	ratchet straps for pickup	12/06/2017	28.95	.00
	120617	utilities - TCT	12/06/2017	20.18	.00
	120617	utilities - TCT	12/06/2017	19.61	.00
	120617	utilities - cell phone - verizon	12/06/2017	96.24	.00
Total Wastewater:				<u>290.13</u>	<u>.00</u>
	120617	random testing	12/06/2017	22.50	.00
	120617	Years of service and supplies	12/06/2017	3.64	.00
	120617	grease fitting and thread	12/06/2017	11.23	.00
	120617	paint and acetone	12/06/2017	13.98	.00
	120617	padlocks	12/06/2017	90.00	.00
	120617	first aid supplies	12/06/2017	40.58	.00
	120617	Gloves	12/06/2017	19.89	.00
	120617	gloves	12/06/2017	13.99	.00
	120617	gloves x 4	12/06/2017	51.96	.00
	120617	copper washer	12/06/2017	10.99	.00
	120617	riser parts	12/06/2017	12.03	.00
	120617	water sample shipping	12/06/2017	49.56	.00
	120617	water sample shipping	12/06/2017	57.22	.00
	120617	water sample shipping	12/06/2017	52.54	.00
	120617	utilities - TCT	12/06/2017	28.83	.00
	120617	utilities - TCT	12/06/2017	28.01	.00
	120617	utilities - cell phone - verizon	12/06/2017	120.46	.00
	120617	Utilities - Century Link	12/06/2017	38.77	.00
Total Water:				<u>666.18</u>	<u>.00</u>
Total U S BANK PURCHASE CARD:				<u>64,012.36</u>	<u>.00</u>
U S POST OFFICE					
	112017	PRE-SORT POSTAGE FEES PERMIT 33	11/20/2017	225.00	.00
Total :				<u>225.00</u>	<u>.00</u>
Total U S POST OFFICE:				<u>225.00</u>	<u>.00</u>
UNUM LIFE INSURANCE - LIFE					
	12717	PREMIUM	11/30/2017	1,729.04	1,729.04
Total :				<u>1,729.04</u>	<u>1,729.04</u>
Total UNUM LIFE INSURANCE - LIFE:				<u>1,729.04</u>	<u>1,729.04</u>
US POSTMASTER					
	12132017	2 MONTHS POSTAGE FOR UTILITY BILLING	12/13/2017	3,700.00	.00
Total :				<u>3,700.00</u>	<u>.00</u>
Total US POSTMASTER:				<u>3,700.00</u>	<u>.00</u>
WESCO RECEIVABLES CORP					
	161105	Wire, 2 ACSR	11/22/2017	1,187.12	.00
	161105	TRANSPORTATION CHARGE	11/22/2017	375.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				1,562.12	.00
Total WESCO RECEIVABLES CORP:				1,562.12	.00
WESTERN UNITED ELECTRIC SUPPLY					
	4107298	RECLOSER MAINTENANCE	10/31/2017	2,627.00	.00
	4107438	CABINET, 3 PHASE FUSE 600 AMP	12/04/2017	14,026.66	.00
Total :				16,653.66	.00
Total WESTERN UNITED ELECTRIC SUPPLY:				16,653.66	.00
WYOMING ASSOCIATION OF RURAL WATER					
	14051	2018 VOTING MEMBERSHIP DUES	11/15/2017	425.00	.00
Total :				425.00	.00
Total WYOMING ASSOCIATION OF RURAL WATER:				425.00	.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES					
WORKERS COMPENSATION DIV	1272017	CONTRIBUTIONS	12/07/2017	11,229.80	11,229.80
WORKERS COMPENSATION DIV	1272017	VOLUNTEERS PD	12/07/2017	10.42	10.42
WORKERS COMPENSATION DIV	1272017	VOLUNTEERS REC	12/07/2017	5.21	5.21
Total :				11,245.43	11,245.43
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				11,245.43	11,245.43
WYOMING MUNICIPAL POWER AGENCY					
	122517	POWER PURCHASE - NOV 2017	12/01/2017	758,599.37	.00
Total :				758,599.37	.00
Total WYOMING MUNICIPAL POWER AGENCY:				758,599.37	.00
WYOMING RETIREMENT SYSTEM					
	149868	CONTRIBUTIONS -	12/07/2017	108,079.74	108,079.74
	149868	CREDIT	12/07/2017	125.56-	125.56-
Total :				107,954.18	107,954.18
Total WYOMING RETIREMENT SYSTEM:				107,954.18	107,954.18
YELLOWSTONE REGIONAL AIRPORT					
	120117	AIRPORT FUNDING	12/01/2017	15,596.34	.00
Total :				15,596.34	.00
Total YELLOWSTONE REGIONAL AIRPORT:				15,596.34	.00
Grand Totals:				1,679,950.11	124,256.34
				Payroll 12/13/17	224,680.58

					1,904,630.69

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
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Report Criteria:

- Detail report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
 - Invoice.Batch = {NOT LIKE} "1"
-

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
PAVEMENT MAINTENANCE INC					
	17-233	CRACK SEAL	11/10/2017	24,150.00	.00
Total :				24,150.00	.00
Total PAVEMENT MAINTENANCE INC:				24,150.00	.00
Grand Totals:				24,150.00	.00

MEETING DATE: DECEMBER 11, 2017
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT

BID #2016-18 – WWTF PRETREATMENT, BUILDING, EMBANKMENT & ANCILLARY FEATURES

ACTION:

Staff requests that the Council authorize the Mayor to sign the substantial completion certificate for Bid #2016-18 (WWTF Pretreatment, Building, Embankment & Ancillary Features), authorize the retainage to be reduced to 5% and approve pay estimate #12.

SUMMARY:

In the FY2016-2017 budget, the Council set aside monies for the upgrade to the City of Cody Wastewater Facilities. The project was funded out of two fiscal year budgets and included a \$800,000 SLIB Grant and a State Revolving Fund Loan (SRF).

The upgrades included the creation of a pretreatment process, a building, embankment and ancillary features. The City of Cody received six bids for the project. Harris Trucking and Construction was the successful lowest responsible bidder. The firm has now substantially completed the project as outlined in Bid #21016-18.

FISCAL IMPACT

This project, including design, construction, inspection and administrative duties was projected to cost \$3.6 Million. At substantial completion, and after a review of all known fees from the Engineer and Contractor, the project appears to be within budget.

RECOMMENDATION

Staff recommends that the Council authorize the Mayor to sign the substantial completion certificate for Bid #2016-18 (WWTF Pretreatment, Building, Embankment & Ancillary Features), authorize the retainage to be reduced to 5% and approve pay estimate #12.

ATTACHMENTS

Substantial Completion Certificate and Pay Estimate #12.

AGENDA & SUMMARY REPORT TO:

Rob Overfield – Engineering Associates

AGENDA ITEM NO. _____



ENGINEERING ASSOCIATES
A Wyoming Corporation
P.O. BOX 1900 ♦ 902 13TH STREET
CODY, WYOMING 82414
307-587-4911 ♦ FAX 587-2596

TRANSMITTAL

TO: Steve Payne, PE
Cody Public Works Director
P.O. Drawer 2200
Cody, WY 82414

DATE: Dec 7, 2017

SUBJECT: CODY PTB – PHASE 1 – PAY ESTIMATE No. 12

The following information is submitted:

<input type="checkbox"/> As requested	<input type="checkbox"/> For your files
<input checked="" type="checkbox"/> For your review	<input type="checkbox"/> For your information
<input checked="" type="checkbox"/> For your approval	<input type="checkbox"/> For your use

Enclosed are three originals of the most recent Pay Estimate.

Please have these documents signed where indicated. One is for your record, one is to mail with check to Harris Trucking, and the third is to return to my office for our records.

Please call with any questions.

Sincerely,

ENGINEERING ASSOCIATES

Robert A. Overfield, PE
Project Manager

enc

cc: Ian; 14111.01 - constr

PROJECT: CITY OF CODY WWTF PRETREATMENT BLDG, EMBANKMENT, & ANCILLARY FEATURES
 PAY ESTIMATE NO. 12
 CONTRACTOR: HARRIS TRUCKING AND CONSTRUCTION INC.
 PERIOD COVERED: NOV 1 THRU DEC 6, 2017
 CALENDAR DAY TO-DATE: 361 OF 336 TO SUBSTANTIAL COMPLETION

12/7/2017
 PAGE 1 OF 2
 JOB NO. 14111.01

ITEM NO.	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	QTY. THIS PERIOD	QTY. TO DATE	TOTAL
1	MOBILIZATION	LS	1	\$140,931.00	--	1	\$140,931.00
2	UTILITY MAPPING	EA	10	\$103.00	2.00	6	\$618.00
3	GENERAL STORM WATER PERMIT	LS	1	\$5,750.00	--	1	\$5,750.00
4	CLEAR AND GRUB	AC	9	\$3,200.00	--	9	\$28,800.00
5	SELECT BACKFILL	CY	6,300	\$17.40	--	5798	\$100,885.20
6	EXCAVATION	CY	18,000	\$2.00	--	19044	\$38,088.00
7	EMBANKMENT	CY	65,000	\$3.30	3398.00	67957	\$224,258.10
8	EMBANKMENT IMPORTED	CY	50,000	\$8.50	2579.00	51579	\$438,421.50
9	CEMENT TREATED BACKFILL - TYPE 2	CY	15	\$70.00	--	9	\$630.00
10	CROSS UNDER BURIED UTILITIES	EA	4	\$220.00	--	3	\$660.00
11	PIT RUN SUBBASE COURSE (2-INCH MINUS)	CY	1,200	\$18.50	120.00	1200	\$22,200.00
12	CRUSHED BASE COURSE (GRDG W)	CY	470	\$22.00	47.00	470	\$10,340.00
13	MODULAR CONCRETE RETAINING WALL	SF	1,100	\$35.00	--	1090	\$38,150.00
14	RIPRAP - TYPE 1	CY	145	\$32.00	117.20	228	\$7,296.00
15	TREATED WATER MAINLINE; 8-INCH PVC AWWA C900, 165 (w/ GASLINE)	LF	1,033	\$29.00	--	1033	\$29,957.00
16	TREATED WATER SERVICE; 2-INCH HDPE AWWA C901-CTS 200 PSI	LF	45	\$34.00	--	45	\$1,530.00
17	REFERENCE MARKER	EA	4	\$59.25	--	0	\$0.00
18	DISINFECT (DIA.) TW PIPE	LF	1,078	\$0.50	--	1078	\$539.00
19	WAS PUMPING SYSTEM (w/o PUMPS)	LS	1	\$34,245.00	--	1	\$34,245.00
20	RAS PUMPING SYSTEM (w/o PUMPS)	LS	1	\$39,167.00	--	1	\$39,167.00
21	LINE 1 - PC1 INFLUENT LINE; 24-INCH & 18-INCH DIP	LF	116	\$448.00	--	116	\$51,968.00
22	LINE 2 - EC1 INFLUENT LINE; 18-INCH DIP & FLG x PE DIP	LF	174	\$243.00	--	162	\$39,366.00
23	LINE 3 - EC2 INFLUENT LINE; 22.76-INCH ID HDPE CL 100	LF	615	\$114.00	--	615	\$70,110.00
24	LINE 4 - EC1 EMERG OVERFLOW LINE; 18-INCH DIP & FLG x PE DIP	LF	176	\$220.00	--	164.25	\$36,135.00
25	SUMP LINE; 6-INCH PVC SCH 40	LF	38	\$50.00	--	38	\$1,900.00
26	LINE 5 & 7 - PC1 EFFLUENT LINE; 20 & 24-INCH PVC C905-DR 32.5 CIOD	LF	198	\$329.00	--	198	\$65,142.00
27	LINE 6 & 8 - PC1 EFFLUENT LINE; 24-INCH PVC C905-DR 32.5 CIOD	LF	151	\$153.00	--	151	\$23,103.00
28	LINE 9 - PC1 EFFLUENT LINE; 20-INCH PVC C905-DR 32.5 CIOD	LF	42	\$580.00	--	42	\$24,360.00
29	LINE 10 - PC1 EFFLUENT LINE; 24-INCH DIP & FLG x PE DIP	LF	66	\$513.00	--	48.1	\$24,675.30
30	INFLUENT LINE No. 1; 30-INCH PVC ASTM F679, PS46	LF	625	\$87.00	25.00	625	\$54,375.00
31	INFLUENT LINE No. 2; 18-INCH PVC ASTM F679, PS46	LF	177	\$95.00	48.00	177	\$16,815.00
32	WEST COOPER SEWER CONNECTION	LS	1	\$12,400.00	1.00	1	\$12,400.00
33	4-INCH DRAIN LINES	LF	190	\$25.00	--	190	\$4,750.00
34	T.V. INSPECTION - INFLUENT LINES 1 & 2	LF	802	\$7.00	--	729	\$5,103.00
35	SEEDING	ACRE	2	\$1,100.00	--	0	\$0.00
36	FERTILIZER TYPE 1	ACRE	2	\$275.00	--	0	\$0.00
37	MULCHING	ACRE	2	\$275.00	--	0	\$0.00
38	INFLUENT DISTRIBUTION BOX	LS	1	\$32,285.00	--	1	\$32,285.00
39	EFFLUENT SYSTEM CONTROL VAULT	LS	1	\$39,340.00	--	0.96	\$37,766.40
40	EFFLUENT DISTRIBUTION BOX	LS	1	\$90,140.00	--	1	\$90,140.00
41	6-INCH SIDEWALK	SF	1,075	\$9.00	--	1314.5	\$11,830.50
42	METAL PTB BUILDING	LS	1	\$827,300.00	0.02	1.00	\$827,300.00
43	SCADA SYSTEM	LS	1	\$64,260.00	1.00	1	\$64,260.00
44	MECHANICAL SYSTEM	LS	1	\$241,645.00	0.10	1	\$241,645.00
45	ELECTRICAL SYSTEM	LS	1	\$92,753.00	0.10	1	\$92,753.00

TOTAL WORK COMPLETED: \$2,990,648.00
 MATERIALS IN STORAGE: \$0.00
 CHANGE ORDER NO. ____: \$0.00
 TOTAL EARNED: \$2,990,648.00
 LESS RETAINAGE 5%: \$149,532.40
 TOTAL PAYABLE: \$2,841,115.60
 PREVIOUS PAYMENTS: \$2,586,812.48
 AMOUNT DUE: \$254,303.12

PROJECT: CITY OF CODY WWTF PRETREATMENT BLDG, EMBANKMENT, & ANCILLARY FEATURES								PRINTED:	12/05/17	
JOB NO. 14111.01										
PAY ESTIMATE SUMMARY				ORIGINAL CONTRACT =		\$2,991,011.00	BID DATE:		10/18/16	
PAY EST.	TOTAL WORK COMPLETED	PERCENT COMPLETE	MIS	CHANGE ORDERS	TOTAL EARNED	CURRENT RETAINAGE	MONTHLY RETAINAGE	TOTAL PAYABLE	PREV. PAYMENTS	AMOUNT DUE
1	\$35,830.55	1%	\$112,096.96	\$0.00	\$147,927.51	\$14,792.75	\$14,792.75	\$133,134.76	\$0.00	\$133,134.76
2	\$99,249.50	3%	\$307,675.28	\$0.00	\$406,924.78	\$40,692.48	\$25,899.73	\$366,232.30	\$133,134.76	\$233,097.54
3	\$317,228.75	11%	\$311,079.70	\$0.00	\$628,308.45	\$62,830.85	\$22,138.37	\$565,477.60	\$366,232.30	\$199,245.30
4a	\$782,940.48	26%	\$753,665.21	\$0.00	\$1,536,605.69	\$153,660.57	\$90,829.72	\$1,382,945.12	\$565,477.60	\$817,467.52
5a	\$1,194,130.90	40%	\$584,584.96	\$0.00	\$1,778,715.86	\$177,871.59	\$24,211.02	\$1,600,844.27	\$1,382,945.12	\$217,899.15
6	\$1,438,485.55	48%	\$535,688.52	\$0.00	\$1,974,174.07	\$197,417.41	\$19,545.82	\$1,776,756.66	\$1,600,844.27	\$175,912.39
7	\$1,605,802.39	54%	\$552,933.71	\$0.00	\$2,158,736.10	\$215,873.61	\$18,456.20	\$1,942,862.49	\$1,776,756.66	\$166,105.83
8	\$1,878,427.76	63%	\$412,967.72	\$0.00	\$2,291,395.48	\$229,139.55	\$13,265.94	\$2,062,255.93	\$1,942,862.49	\$119,393.44
9	\$2,299,286.65	77%	\$225,914.68	\$0.00	\$2,525,201.33	\$252,520.13	\$23,380.58	\$2,272,681.20	\$2,062,255.93	\$210,425.27
10	\$2,588,143.40	87%	\$107,504.85	\$0.00	\$2,695,648.25	\$269,564.83	\$17,044.70	\$2,426,083.42	\$2,272,681.20	\$153,402.23
11	\$2,816,921.90	94%	\$57,314.19	\$0.00	\$2,874,236.09	\$287,423.61	\$17,858.78	\$2,586,812.48	\$2,426,083.43	\$160,729.05
12	\$2,990,648.00	100%	\$0.00	\$0.00	\$2,990,648.00	\$299,064.80	\$11,641.19	\$2,691,583.20	\$2,586,812.48	\$104,770.72

**Affidavit Acknowledging Payment to Materialmen,
Subcontractors, and Laborers**

(*Completed form is to accompany all requests to the Owner for progress payments
beginning with the second request)

Contractor: HARRIS TRUCKING & CONSTRUCTION

Owner: CITY OF CODY, WY

Project: WWTF PRETREATMENT BUILDING, EMBANKMENT, & ANCILLARY
FEATURES

[Before Owner may issue a progress payment, W.S. 16-6-1001(a)(iv) requires verification that all materialmen, subcontractors and laborers have been paid for completed work through the date of the most recent previous progress payment. W.S. 16-6-1001(a)(iv) also requires that progress payments withheld by Contractor due to a reasonable dispute between Contractor and a materialman, subcontractor or laborer shall not be paid to Contractor but shall be retained in accordance with the guidelines addressing disputed final payment under the provisions of W.S. 16-6-117.]

I, Sterling Christler, hereby certify to the best of my knowledge, information, and belief, and on penalty of false swearing that:

- I am authorized to complete and sign this affidavit on the Contractor's behalf as the Contractor's Representative.
- Other than the reasonable disputes listed and described in this affidavit, all materialmen, subcontractors, and laborers have been paid according to their respective contracts for the work or services they performed, or materials they provided for the above-referenced contract through Nov 1, 2017 (the date of the most recent payment received by the Contractor from the Owner).
- The funds for the disputes described in this affidavit are not included in the current pay request submitted with this affidavit, and are not included in the total amount claimed in that pay request as work completed.

Disputes: (*If none, write "None." Attach additional pages as necessary.)

<u>Name of Entity</u>	<u>Amount Not Paid</u>	<u>Reason Funds Not Paid</u>
-		
-		
-		

Total \$		

I certify under penalty of false swearing that the foregoing Affidavit Acknowledging Payment to Materialmen, Subcontractors, and Laborers is true.



 Signature of Contractor's Representative

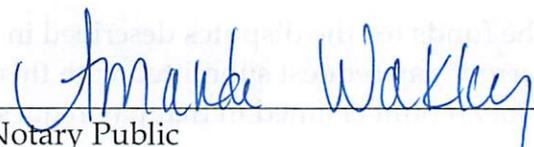
 Date

Sterling Christler - General Manager
 Name and Title of Contractor's Representative

STATE OF WYOMING)
) ss.
 COUNTY OF PARK)

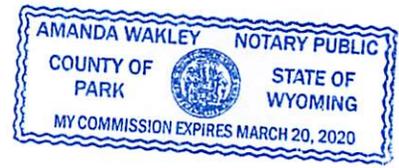
The foregoing instrument was acknowledged before me by Sterling Christler this 7 day of December, 2017.

Witness my hand and official seal.



 Notary Public

My commission expires: March 20, 2020



**CONTRACTOR'S AFFIDAVIT
OF
PROJECT PAYROLL REPORTING**

Pursuant to the provisions of Wyoming Statute 16-6-205,

HARRIS TRUCKING & CONSTRUCTION, INC.
CONTRACTOR,

the contractor who performed the Contract for

WWTF PRETREATMENT BUILDING, EMBANKMENT, & ANCILLARY FEATURES
PROJECT

for the benefit of

CITY OF CODY, WY
OWNER

does hereby swear and affirm that the attached project payroll report includes all persons employed by Contractors and Subcontractors in this project. CONTRACTOR further swears that all laborers employed and included in this payroll report were Wyoming laborers in accordance with Wyoming Statutes, except as specifically identified otherwise. All project specific correspondence from or with the nearest Wyoming Workforce Center is also attached.

Dated this 7 day of December, 2017.

BY: 
Sterling Christler

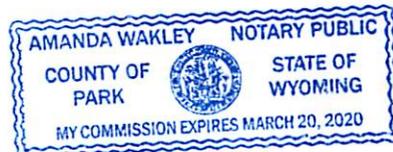
TITLE: General Manager

STATE OF WYOMING)
)ss
COUNTY OF PARK)

I, Amanda Wakley, a Notary Public in the aforesaid County, hereby certify that on the date written above, Sterling Christler personally known to me to be the person who signed the foregoing affidavit, appeared before me and affirmed that he/she signed the same as his/her free act and deed.


Notary Public

My Commission Expires: March 20, 2020



MEETING DATE: DECEMBER 19, 2017
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT CONTRACT AGREEMENT

ACTION:

Staff requests that the Mayor and Council approve the attached agreement with Sunset Development, LLC regarding the development on the old Sunset School Property and authorizes the Mayor to sign said agreement.

SUMMARY:

Sunset Development, LLC shall be responsible for the development, submittal, and approval of all plans and specifications required by the DEQ and as spelled out in the subdivision regulations. The Sunset Development, LLC shall also be responsible for all construction observation and materials testing costs incurred. The installation of the sewer and waters mains as well as the individual service laterals to the lots shall be the responsibility of the developer. The City of Cody will sponsor through the respective Enterprise funds all Sewer Plant Investment Fees, Sewer Inspection Fees, Water Plant Investment Fees, and Water Hook-on Fees. In addition, the City will reimburse the developer up to a maximum of \$11,515 from the Wastewater Enterprise Fund and \$16,058.61 from the Water Enterprise Fund. Reimbursement will be based on receipts and subject to acceptance by the City of Cody of the installed infrastructure.

The City will have received new sewer and waters mains in return for the obligations already outlined.

FISCAL IMPACT

If the agreement is approved as written, the City will have cash outlay from the Wastewater Enterprise Fund of \$11,515 and \$16,058.61 from the Water Enterprise Fund; based on receipts and subject to acceptance by the City of Cody of the installed infrastructure. While not cash, the Enterprise Accounts will sponsor an additional \$9,785 dollars from Wastewater Fund and \$20,900 from the Water Fund in the form of uncollected fees.

ALTERNATIVES

Approve or modify the attached agreement with Sunset Development, LLC regarding the development on the old Sunset School Property and authorize the Mayor to sign said agreement.

RECOMMENDATION

Staff recommends that the Mayor and Council approve the attached agreement with Sunset Development, LLC regarding the development on the old Sunset School Property and authorizes the Mayor to sign said agreement.

ATTACHMENTS

Contract Agreement

AGENDA & SUMMARY REPORT TO:

Harold Musser

AGENDA ITEM NO. _____

AGREEMENT FOR USE OF CITY PROPERTY

THE PARTIES to this AGREEMENT FOR USE OF CITY PROPERTY (AGREEMENT) are the City of Cody, Wyoming, a municipal corporation in Wyoming (CITY); and Sunset Development, LLC, (DEVELOPER) a Wyoming limited liability company. This AGREEMENT is entered into as of the date last executed by the parties below.

RECITALS

- a. DEVELOPER is the owner of certain real property in Cody, Park County, Wyoming, described on that quitclaim deed dated September 20, 2017, and recorded with the Park County, Wyoming Clerk on the same date at Document Number 2017-4706. DEVELOPER wishes to build a residential subdivision on the property described above.
- b. The property described above is served by a water main and a sewer main which are significantly aged, and would likely require replacement or substantial repair within ten years.
- c. The parties recognize that they will mutually benefit from the rehabilitation and / or replacement of the sewer main and water main at this time, rather than delaying such work.
- d. CITY believes it is in the best interests of the City to participate in the sharing of costs with DEVELOPER for the above described work, subject to the terms and conditions described in this agreement.

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

1. DEVELOPER shall be responsible for the development, submittal and approval of all plans, specifications, plats and other documents required by the Wyoming Department of Environmental Quality (DEQ), the City of Cody ordinances, and other applicable local, state and federal laws.
2. DEVELOPER shall be responsible for all engineering, design, construction, labor, materials, observations and materials testing fees and costs incurred by DEVELOPER related to the design, development and construction of the subdivision, including but not limited to the installation of all required infrastructure, such as the installation of sewer and water mains, and service laterals to individual lots (according to City of Cody, State of Wyoming and DEQ laws, ordinances, rules and regulations). Sewer and water mains shall also be constructed according to CITY specifications, and DEVELOPER and DEVELOPER's engineers shall consult with CITY in order to ensure that the sewer and water mains are compatible with CITY sewer and water systems.
3. CITY acknowledges that portions of the existing alley (as shown on the original plat for the subdivision) have already been vacated, and DEVELOPER will, prior to any work, construction or excavation, rededicate the alley as required, provide all easement documents required and will present CITY with required mapping showing the new proposed location of the alley, and the location of the utilities within the alley or easements. CITY agrees to vacate all easements and alley rights-of-way that are not required for the development of the property or to cover existing utilities.
4. In consideration of DEVELOPER paying the cost of new sewer and water mains, CITY will not require DEVELOPER to pay for Sewer Plant Investment Fees, Sewer Inspection Fees, Water Tap and Water Hook-On Fees. In

addition, CITY will reimburse DEVELOPER up to \$11,515.00 from the Wastewater Enterprise Fund and \$16,058.61 from the Water Enterprise Fund for costs DEVELOPER incurred in the construction and installation of the sewer main and water main. CITY shall reimburse DEVELOPER after DEVELOPER has completed construction and installation of the above sewer and water mains to City standards, dedicated the alley and easements required. Reimbursement shall not exceed actual costs incurred for such construction and installation as documented by DEVELOPER, who shall provide invoices, receipts and other proof of payment for such completed infrastructure as requested by CITY.

5. TERMINATION: This agreement may be terminated by the CITY upon any of the following conditions:

a. DEFAULT: If the DEVELOPER defaults in any of its obligations as described in this agreement, CITY shall give DEVELOPER written notice of such default, and DEVELOPER shall have twenty days to cure such default, or if corrections cannot be made within the 20 day period, DEVELOPER shall have a reasonable time to correct the default if action is commenced by DEVELOPER to cure the default within twenty (20) days after receipt of the notice. If DEVELOPER fails to cure such default as required by this AGREEMENT, CITY may terminate this agreement.

b. FOR CONVENIENCE: Either party may terminate this agreement for convenience, due to a material change in circumstances not otherwise described in this agreement, upon written notice given to the other party at least thirty (30) days in advance of the termination.

c. Upon termination of this agreement, the obligations of both parties shall cease, and neither party shall be obligated to fulfill the obligations described in this Agreement.

6. LIABILITY: DEVELOPER assumes all liability for itself, its agents, its

representatives, contractors and employees upon the above described property pursuant to this agreement.

7. DEVELOPER has no authority to act on behalf of CITY in any capacity, and has no authority to bind or obligate the CITY to any contract, agreement or any other obligation.

8. IMMUNITY: By entering into this agreement, the CITY does not waive its sovereign immunity or governmental immunity, and does not waive the immunities, defenses and limitations provided under the Wyoming Constitution and Wyoming law, and the CITY expressly reserves the right to assert immunity as a defense to any claim or case arising under this agreement.

9. This agreement shall not be assigned by DEVELOPER without the prior, written approval of the Governing Body of the CITY.

10. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written agreement.

SUNSET DEVELOPMENT, LLC :

HAROLD MUSSER, MANAGER / MEMBER

DATE: _____

CITY OF CODY, WYOMING

MATT HALL, MAYOR

DATE: _____

ATTEST:

CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE: _____

MEETING DATE: DECEMBER 19, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Final Infrastructure Report Cody Cupboard Relocation Grant

ACTION TO BE TAKEN:

Authorize the Mayor to sign the final infrastructure report for Wyoming Business Council on the Cody Cupboard project.

SUMMARY OF INFORMATION:

In compliance with the Wyoming Business Council grant for the Cody Cupboard relocation project the City is required to submit a final infrastructure report which summarizes how the project met the original goals and expectations outlined in the grant application.

FISCAL IMPACT

None

ATTACHMENTS

1. Wyoming Business Council final infrastructure report

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

**Wyoming Business Council
Investment Ready Community Division
Final Infrastructure Report**

Report Information

Project Title: Cody Cupboard Relocation

Account: Cody, City of

Project Official: Leslie Brummage

Report Period Start Date: 03/07/2016

Report Period End Date: 07/01/2021

Due Date: 08/15/2021

Expenditure Information

Funds Expended: 375000.00

Balance to Deobligate: 0.00

.....

Proposed Cash Match: 0.00

Actual Cash Match: -1.58

Additional Cash Match:

Comments:

.....

Proposed In Kind Match: 70000.00

Actual In Kind Match (Recorded to Date): 0.00

Additional In Kind Match:

Comments: The actual in-kind match of \$70,000 was the value of the building owned by the City of Cody

.....

Ineligible Costs:

Comments:

Narrative Questions

FIR Question 1: Were the project goals as stated in the grant application and grant agreement met? Explain.

Answer 1: Yes. The application indicated that the project would be a benefit to low and moderate income people. The project site is closer to most of the patrons who utilize the organization for assistance. In addition, confidentiality has been improved as the new facility is located in a more discrete location away from the Chamber of Commerce and High School. The new facility has more storage space for donations which was an unresolved problem at the previous facility. The project enabled an older City building to be refurbished which eliminated a community eyesore and created a serviceable, efficient and more aesthetically pleasing building with a community support purpose.

FIR Question 2: Did any expectations change through the construction phase of the project? Is it expected the project will meet or exceed its original performance goals in the next three years?

Answer 2: No expectations changed during the construction phase of the project. The project has already met its stated goals by creating a more easily accessible and usable facility for the patrons the Cody Cupboard serves as well as a safer location for volunteers to work.

FIR Question 3: Lessons learned, please use this section to explain any lessons learned during the construction phase of this project?

Answer 3: Regardless of location of projects and intended improvements to an area, existing stakeholders need to be fully informed of project plans and how the project will affect them in a positive way.

Additional Comments:

Performance Measures

PM ID	Type	Position Type	Sub Type	Description	Actual Reported	Actual Approved	Median Wage Reported	Median Wage Approved
-------	------	---------------	----------	-------------	-----------------	-----------------	----------------------	----------------------

Additional Project Benefits: Did this project provide any benefits not listed in the performance measures section? Explain here.

Additional Project Explanation: The Cody Cupboard and the patrons who visit the facility have been incredibly thankful for the new facility.

Required Attachments

Please attach the following items if applicable

- A copy of the Final Infrastructure Report Signed by Chief Government Official
- Pictures of construction/completed project
- Newspaper Articles/Publicity
- Explanation or Verification of Additional Private Investments

*Incomplete Reports will be returned for revision

I certify, as the chief official for this organization, that the information given in this report is true and correct to the best of my knowledge. Additionally, I request the Wyoming Business Council would de-obligate any remaining funds in this grant, as all expenses have been paid.

Signed _____ Date _____

Responsible Official (Grantee)

Name (Printed) _____

MEETING DATE: DECEMBER 19, 2017
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE
PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Final Infrastructure Report Mentock Park All Inclusive Playground Grant

ACTION TO BE TAKEN:

Authorize the Mayor to sign the final infrastructure report for Wyoming Business Council on the Mentock Park All Inclusive Playground project.

SUMMARY OF INFORMATION:

In compliance with the Wyoming Business Council grant for the Mentock Park All Inclusive Playground project the City is required to submit a final infrastructure report which summarizes how the project met the original goals and expectations outlined in the grant application.

FISCAL IMPACT

None

ATTACHMENTS

1. Wyoming Business Council final infrastructure report

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

**Wyoming Business Council
Investment Ready Community Division
Final Infrastructure Report**

Report Information

Project Title: Cody Mentock Park Universally Accessible Playground

Account: Cody, City of

Project Official: Leslie Brumage

Report Period Start Date: 05/19/2016

Report Period End Date: 12/31/2017

Due Date: 01/15/2018

Expenditure Information

Funds Expended: 145943.00

Balance to Deobligate: 4057.00

.....

Proposed Cash Match: 255000.00

Actual Cash Match: 248494.00

Additional Cash Match:

Comments:

.....

Proposed In Kind Match: 5200.00

Actual In Kind Match (Recorded to Date): 0.00

Additional In Kind Match:

Comments:

.....

Ineligible Costs:

Comments:

Narrative Questions

FIR Question 1: Were the project goals as stated in the grant application and grant agreement met? Explain.

Answer 1: Yes, the all-inclusive playground replaced the existing equipment at the park and has provided a safe and stimulating environment for children of all ages and abilities as well as providing an area where parents can interact with their children.

FIR Question 2: Did any expectations change through the construction phase of the project? Is it expected the project will meet or exceed its original performance goals in the next three years?

Answer 2: No changes were made during the construction phase of the project. The project has already met its expected goals and we anticipate that use of the playground and park area will continue to increase. The project came in slightly under budget by \$4,615.

FIR Question 3: Lessons learned, please use this section to explain any lessons learned during the construction phase of this project?

Answer 3: The use of professional engineers and contractors is important to the success of a project of this nature. The use of community volunteers helped reduce the overall cost of the project.

Additional Comments:

Performance Measures

PM ID	Type	Position Type	Sub Type	Description	Actual Reported	Actual Approved	Median Wage Reported	Median Wage Approved
PM004509	Population	None	Disabled Assistance	Number served/Year	0	0		
PM003974	# Businesses Assisted	None	# Businesses Assisted		0	0		
PM003945	Return on Investment		Increase in Sales Tax		0	0		
PM003944	Return on Investment		Increase in Payroll		0	0		
PM003943	Return on Investment		Additional Public Investment	Do Not Include Match Dollars from the project	0	0		
PM003942	Return on		Additional		0	0		

	Investment		Private Investment					
PM003925	Infrastructure	None	Other	Base Material (Sqft)	4422.00	0.00		
PM003924	Infrastructure	None	Other	Playground Equipment	1.00	0.00		
PM003946		Other	New Jobs Created		0	0		

Additional Project Benefits: Did this project provide any benefits not listed in the performance measures section? Explain here.

Additional Project Explanation: The Mentock Park All Inclusive Playground project won third place in a Commitment to Community Award sponsored by Caselle, Inc, a Utah-based government software firm.

Required Attachments

Please attach the following items if applicable

- A copy of the Final Infrastructure Report Signed by Chief Government Official
- Pictures of construction/completed project
- Newspaper Articles/Publicity
- Explanation or Verification of Additional Private Investments

*Incomplete Reports will be returned for revision

I certify, as the chief official for this organization, that the information given in this report is true and correct to the best of my knowledge. Additionally, I request the Wyoming Business Council would de-obligate any remaining funds in this grant, as all expenses have been paid.

Signed _____ Date _____

Responsible Official (Grantee)

Name (Printed) _____

MEETING DATE: DECEMBER 19, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Certificate of Completion of Construction on the Mentock Park project

ACTION TO BE TAKEN:

Authorize the Mayor to sign the certificate of completion and de-obligation of funds for the Mentock Park project.

SUMMARY OF INFORMATION:

In compliance with the Wyoming Business Council grant for the Mentock Park universally accessible playground project the City is required to submit a certificate of completion of construction and de-obligate any unspent grant funds awarded for this project. The project came in slightly under budget and there are \$4,057 in unspent funds from the Wyoming Business Council grant that need to be de-obligated. The financial summary of this project is:

	<u>Funding Source</u>	<u>Expenses</u>	<u>Unspent</u>	<u>% of project</u>
Donations	\$ 175,000	\$ 175,000	\$ -	44%
Wyoming Business Council Grant	\$ 150,000	\$ 145,942	\$ 4,058	37%
SLIB Consensus Grant	\$ 75,000	\$ 74,443	\$ 557	19%
Totals	\$ 400,000	\$ 395,385	\$ 4,615	
	Engineering	\$ 29,000		
	Construction	\$ 366,385		
	Total Expenses	\$ 395,385		

The City is required to submit annual reports on this project until May 2021.

FISCAL IMPACT

None

ATTACHMENTS

1. Wyoming Business Council certificate of completion of construction

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

**Wyoming Business Council
Community Development Division**

Certificate of Completion of Construction

Grantee: City of Cody

Project: Mentock Park – Universally Accessible Playground Project

1	Amount of Grant	\$150,000
2	Amount of Grant funds drawn down	\$145,943
3	Balance to be de-obligated (line 1 minus line 2)	\$ 4,057

Are there any unsettled third-party claims at this time? Yes No
If yes, explain on additional sheet of paper and attach.

Certification of Grantee

I hereby certify that all activities undertaken with funds provided under the Grant Agreement identified above have, to the best of my knowledge, been carried out in accordance with all provisions of the Grant Agreement; that proper provision has been made for payment of any unsettled third party claims; that the State of Wyoming and the Wyoming Business Council are under no obligation to make any further payments under this Grant Agreement; and that every statement and amount set forth in this certificate is, to the best of my knowledge, true and correct as of this date.

I further understand that the unused grant funds identified on line 3 above are no longer available for our use and will be de-obligated and returned to the Community Development Division of the Wyoming Business Council. I also understand that our responsibilities to the Wyoming Business Council to submit Annual Reports and assist with project evaluation continue through **June 30, 2021**, the Grant Expiration Date.

 Signature of Responsible Official Date

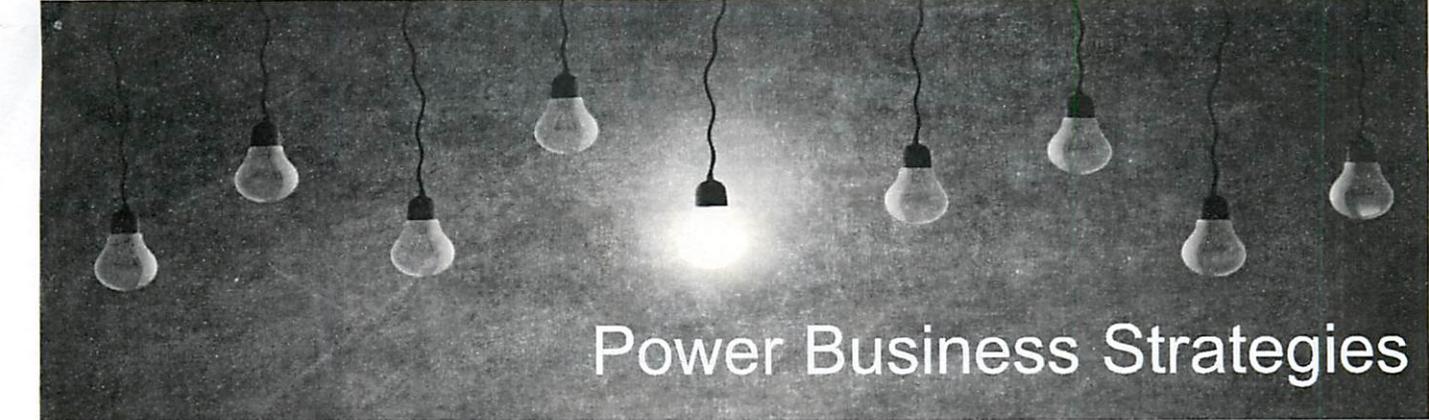
 Printed Name and Title of Responsible Official

Certification of the Wyoming Business Council

This Certificate of Completion is hereby approved. Unused grant funds in the amount identified on line 3 above are to be de-obligated and returned to the Community Development Division of the Wyoming Business Council.

 Karen Fate, BRC Project Manager Date

For Use by the Wyoming Business Council Accounting Department: I have de-obligated funds in the amount identified on line 3 above from the Grantee and returned them to the following Community Development Division account:



Power Business Strategies

307.250.7216
apower@powerbizstrategies.com

December 11, 2017

Barry A. Cook 
City Administrator
City of Cody, WY
P.O. Box 2200
Cody WY 82414

Dear Mr. Cook:

I am happily submitting my proposal for the facilitation of the City Council of Cody strategic planning session. I have worked with a number of organizations in the state, including the Wyoming Association of Municipalities, Wyoming PBS Foundation, Park County School Board #6, and the Wyoming Small Business Development Network . I am thrilled with the possibility of working with you.

Aside from the general proposal, I am including a scope of services, a professional profile, and a resume including references. If you would like more information about the research, development, and writing of your planning documents, I am happy to work with you.

I sincerely appreciate inquiry and am very excited to work with you in January. Thank you so much for the opportunity to submit this proposal.

Best,


Amber Simon-Power
Owner and Consultant
Power Business Strategies



Retreat Facilitation Proposal

OBJECTIVE

The primary objective for the project will to facilitate the review and outline of City of Cody during a 7-hour Council retreat on January 26, 2018.

DELIVERABLES

Retreat Facilitation: provide a customized planning retreat to address specific needs of the City of Cody. The facilitator will guide participants through collaborative planning process and discussion, maintain a respectful and productive environment, and ensure adequate flexibility while respecting time limitations. Power Business Strategies will provide all training materials unless the client otherwise specifies.

As per the discussion on December 11, 2017, the facilitation will address:

1. A review of Cody 2020: Community-Defined Values and Priorities.
2. The allocation of lodging tax funds to community groups. (Goal: Decision)
3. A philosophical discussion regarding local government's role, specific to property rights. (Goal: Exchange of Ideas/Round Table Discussion)
4. Additional Council Topics (TBA)
5. Budget Priorities for FY17-18 (Goal: Identify and Define)

Retreat Preparation: work closely with the City of Cody Mayor, City Administrator, and Council members to assess needs, respond to changes and obtain accurate information ensuring the retreat proves valuable to the organization and meets the intended objective.

Summary Report: Power Business Strategies will provide a written summary of all discussion and decisions arising from the Planning Retreat.

CITY OF CODY RESPONSIBILITIES

As much of the City of Cody Plan is derived from the information and perceptions of its Council members, staff, and other representatives, the product will reflect the accuracies of any information provided by the institution. Further, participation in the research and retreat is imperative for a quality product. The City of Cody will be responsible for the retreat facilities, catering and any other physical needs during the retreat.

STRATEGIC PLAN COSTS AND PROFESSIONAL FEES

Fee estimates are summarized on the attached schedule. Fees will be adjusted to actual accordingly and in agreement to both parties.

Retreat Facilitation Proposal

CLOSING

I sincerely appreciate the opportunity to work with you. As you find the proposal complete and the terms amenable, please sign below. I look forward to working with you during your retreat.

RESPONSE

Accepted By	Title	Date

Retreat Facilitation Proposal

FEE ESTIMATE

DESCRIPTION	HOURS	FEE
Retreat Facilitation		
Meeting Facilitation - Includes all preparation and Summary Report. * (8:30 AM to 4:30 PM)	8.00	800.00
Meeting Materials (billed at cost) **		50.00
Lodging Estimate (billed at cost)		-
Meal Estimate (billed at cost)		-
Travel Time (3 hours each way at \$25/hour)		-
Travel Mileage (138 miles each way at \$0.54/mile)		-
Estimated fee		\$ 850.00

The Fees above are estimates. Fees accrue at \$100 per hour of facilitation and include all retreat preparation, pre-surveys, and a summary report.

**Minimum of 4 hours per day for Travel Facilitation.*

***Materials typically include folders and working papers and will be billed at cost. Client may choose to provide all materials.*



Scope of Services

Facilitation and Training

The facilitator must connect with the audience while creating a structured, positive environment where participants feel comfortable, respected, and heard.

Amber Simon-Power is a veteran presenter and facilitator, having worked with a myriad of organizations. Wyoming born and bred, she connects with local audiences and is skilled at creating a positive atmosphere while ensuring the organization's objectives are met.

Sample Clients: Wyoming Arts Alliance (Community Forums, 17 Wyoming Communities, 2016), WY PBS (Focus Groups, Casper and Cheyenne, 2013). Forward Cody (Focus Group, 2014). Big Horn Arts Council (Board Structure and Planning Facilitation, 2016). GDA Engineering (Planning Facilitation, 2016). Park County Leadership Institute (Leadership Training, 2013, 2015).

Research

Research must be accurate, but it also must be relevant, practical, and functional in order to guarantee its use and value to the organization.

Power Business Strategies is skilled in providing accurate, comprehensive, and timely research, customized to meet the specific needs of the organization. We analyze data and summarize the results in a way that makes it understandable, adaptable, and easy to implement. *Sample Clients: Ady Advantage (Client Satisfaction Surveys and Phone Interviews, Economic and Industry Analysis, 2014-present). Forward Cody (Industry Surveys, Economic and Industry Analysis, 2012-present). Wyoming PBS Foundation (Economic and Industry Analysis, 2012).*

Planning

An organizational plan must be innovative and full of prospects and opportunity, but must be realistic.

Power Business Strategies delivers inventive plans, incorporating the organization's many facets, environments, and stakeholder expectations. Plans must be realistic and attainable, and provide the organization with sound and easy to follow steps to achieve its goals, while integrating creative action steps to enable the organization to prosper.

Sample Clients: Wyoming PBS Foundation (Strategic Plan, 2012). Forward Cody Clients (Strategic and Businesses Plans, 2012-2013). Idaho Small Business Development Center Clients (Business Plans, 1999-2003).

Professional Profile

PROFESSIONAL EXPERIENCE

Power Business Strategies, Owner and Founder

Years with Power Business Strategies: 5

Years in career prior to Power Business Strategies: 22

APPOINTMENTS & COMMITTEES

Member, Strategic Planning Committee, College of Southern Idaho, 2003 –2008

Member, Twin Falls Chamber Leadership Education Day Committee, Twin Falls Chamber, 2007 –2008

Development of Mentoring Program, Business Department, 2006 –2008

Participant, Twin Falls Chamber Leadership, Twin Falls Chamber, 2006 –2007

Chair, Communication and Decision-Making Committee, Office of Strategic Planning, Fall 2004–2006 and Member, Strategic Planning Committee, 2003–2004

Chair, Accreditation Standard: Finance Committee, 2002–2005

Associate Director, Idaho Council on Economic Education, Region IV, 2000 –2001

EDUCATION

Boise State University

M.B.A - General Business

University of Wyoming

B.S. Marketing Management



An experienced and knowledgeable consultant who understands every facet of successful strategic planning for a diverse set of clients.

Amber brings *more than 21 years of experience* to Power Business Strategies. In 2012, Amber founded Power Business Strategies, formerly known as Power Strategic Solutions, in Cody, Wyoming. Her firm offers business consulting on a range of services, including *business and strategic planning, research, facilitation and training*. She works with local and state-wide organizations, such as Wyoming PBS and the WypBS Foundation, the Wyoming Arts Council, the Wyoming Arts Alliance, and Forward Cody, Wyoming, Inc.

She has held various positions in marketing and organizational planning beginning with Western Water Consultants, Inc. in both Laramie and Sheridan, Wyoming offices. She taught business courses, including Business Statistics, Macroeconomics and Leadership at the College of Southern Idaho and Boise State University in Idaho, while *servicing on, and chairing, several strategic management initiatives*. In addition, Amber has held consulting positions with the College of Southern Idaho's Small Business Development Center and the South-Central Idaho Tourism and Recreational Association where she worked closely with clients to create business and strategic plans.

Moving back home to Wyoming in 2008, Amber works with several Wyoming organizations to *facilitate and streamline organizational strategic plans*. She frequently gives presentations on marketing and leadership to various organizations, centers, and schools, imparting her knowledge and expertise to diverse audiences.

DEVELOPING INNOVATIVE STRATEGIES

THE POWER OF IDEAS

Amber Simon-Power

Owner ▪ Consultant at Power Business Strategies

CELL: 307.250.7216 ▪ E-MAIL: apower@powerbizstrategies.com

PROFILE

A dedicated professional with over **21+ years of experience** in organizational planning and strategy, facilitation, training, and project research. Committed to identify client needs, reveal and assess environmental and economic factors that impact planning and operations, and deliver a creative and innovative strategic plan that uncovers the greatness of the organization while respecting both the organizational objectives and the participants in the process. In short, *the goal is to help clients discover and blueprint a vision, a purpose, and a plan to achieve more.*

EDUCATION

Masters in Business Administration (MBA) Boise State University, Boise Idaho, *May 2000*
Area of Concentration: General Business

Bachelors of Science University of Wyoming, Laramie, Wyoming, *May 1996*
Area of Concentration: Marketing Management

EXPERIENCE

Owner and Consultant, Power Business Strategies (formerly Power Business Solutions)
April 2012—present

Provide training and facilitation for a variety of clients, from small business to non-profits to government agencies. Skilled in meeting organizational objectives while ensuring a collaborative process and discussion, maintaining a respectful and productive environment, and balancing adequate flexibility while respecting time limitations. Procures, analyzes, and interprets economic and marketing research for clients across the United States. Develops comprehensive, inventive, and attainable strategic plan tailored to meet the client needs.

Assistant Professor, College of Southern Idaho Department of Business and Economics
January 2000—May 2008 in Twin Falls, Idaho

Taught a diverse course load including Business Statistics, Economics, and Leadership. Consistently ranked a cumulative 4/4 in end-of-course student evaluations. Focused on real-world experience integration in the classroom as well as in the creation of a mentoring program focused on bridging the gap between business education and the local business community. Served the college and the community through the participation and leadership in several boards and committees. Awarded the rank of Associate Professor in April 2008.

Consultant, College of Southern Idaho, Small Business Development Center
June 2000 – Summer 2003 and June 1999 – August 1999 in Twin Falls, Idaho

Developed a marketing plan for the Small Business Incubator, entailing detailed research, client interviews, and development of objectives, strategies, and tactics. Consulted with clients interested in beginning new businesses and/or marketing products. Developed marketing materials for both the Small Business Incubator and the CSI Business Department. Created two surveys to determine the feasibility of a new business and one survey to determine customer preferences regarding an existing business.

Marketing Consultant, South Central Idaho Tourism and Recreational Association
June 2000 – January 2001 in Twin Falls, Idaho

Worked closely with the Board of Directors and the Association Director to create a marketing plan and budget to increase tourism in the region, including an advertising and promotional campaign.

Amber Simon-Power

Owner ▪ Consultant at Power Business Strategies

CELL: 307.250.7216 ▪ E-MAIL: apower@powerbizstrategies.com

HIGHLIGHTED PROJECTS

Insights Publication 2015 and 2016 (Cody, WY community and industry data, trends and analysis), Economic and Community Research (surveys, focus group, and secondary sources), Consulting & Business Plans, Forward Cody, 2012-current

Client Surveys and Analysis, Market Research, Ady Advantage, 2014-current

Facilitated Strategic Planning Session, Wyoming Small Business Development Network, June 2017

Facilitated Strategic Planning Session, Wyoming Association of Municipalities, April 2017

Town Hall Meetings (17 Statewide), Facilitated Strategic Planning Session, Wyoming Arts Alliance, October 2016-February 2017

Facilitated Board Structure Meeting and Strategic Planning Session, Big Horn Arts Council, June 2016

Community Focus Groups, Wyoming PBS, August 2013

Facilitated Strategic Planning Session, Wyoming PBS, June 2013

Completed Strategic Plan and Research, Facilitated Strategic Planning Sessions, Wyoming PBS Foundation, October 2012; September 2013

Leadership Training, Park County Leadership, November 2013; November 2015

CLIENTS

Ady Advantage, Inc. ▪ Big Horn Arts Council ▪ Cody Country Chamber of Commerce ▪ Cody Warriors Lacrosse Club ▪ Cody Rotary Club ▪ College of Southern Idaho Foundation ▪ Forward Cody, Wyoming, Inc. ▪ GDA Engineers ▪ Harry Jackson Studios ▪ Heart Mountain Regional Medical Clinic ▪ Jackson Hole Center for the Arts ▪ Northwest College ▪ Northwest College Training and Development ▪ Park County 4-H ▪ Park County Leadership Institute ▪ Park County School Board #6 ▪ US Forest Service ▪ WEST Drama Association ▪ Wyoming Arts Alliance ▪ Wyoming Arts Council ▪ Wyoming Association of Municipalities ▪ Wyoming Department of Preventative Health ▪ Wyoming Funeral Directors Association ▪ Wyoming PBS ▪ Wyoming PBS Foundation ▪ Wyoming Small Business Development Network ▪ Yellowstone Recreations Foundation

REFERENCES

Rick Kaysen, Executive Director
Wyoming Association of Municipalities
315 W. 27th Street
Cheyenne, Wyoming 82001
307.632.0398
rkaysen@wyomuni.org

James Klessens, President and CEO
Forward Cody, WY, Inc.
1131 13th St #106 ▪
Cody, Wyoming 82414
307.587.3136
jklessens@forwardcody.com

Martha Bancroft, Director
Jackson Hole Center for the Arts
240 South Glenwood
Jackson, Wyoming 83001
307.734.8956
martha@jhcenterforthearts.org

Bill Lindstrom
Wyoming Arts Alliance
PO Box 20993
Cheyenne, WY 82003
307.316.1277
bill.lindstrom@wyomingarts.org

MEETING DATE: DECEMBER 5, 2017
DEPARTMENT: PARKS, RECREATION AND
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER



AGENDA ITEM SUMMARY REPORT

Annual Request for CHS Graduation Party 2018

ACTION TO BE TAKEN:

Request motion to approve the City Council sponsoring the 2018 Cody High School Graduation Party for the amount not to exceed \$830.00.

SUMMARY OF INFORMATION:

In recent years, the City Council has elected not to waive facility fees for local groups. However City Council has sponsored the annual Cody High School graduation party and paid a portion or all of the related fees out of the City Council contingency fund.

A group of local parents and students are organizing an all-night graduation celebration for the CHS Senior Class of 2018. This overnight activity is scheduled to be held at the Recreation Center and has been scheduled for May 26, 2018. The celebration will run from 9:00 pm on Saturday May 26 to 3:00 am on Sunday May 27.

The normal closure time of the Recreation Center on Saturday is 6:00 pm. The committee is planning a wide variety of activities for the "lock-in" style of party. Students will not be allowed to leave and re-enter the celebration. In addition to the chaperones from the graduation committee, a City Rec Center staff member will also be on site.

FISCAL IMPACT

A minimum of one staff member will be scheduled to work this event. It is estimated that the direct salary cost to the City will be approximately \$130.00.

The standard non-commercial rental fee for the Rec Center is as follows:

Gymnasiums	\$450.00
Multipurpose room	\$100.00
Hallway	\$50.00
Racquetball Court	\$100.00
Front desk staff	<u>\$130.00</u>
Total	\$830.00

ALTERNATIVES

1. Approve sponsoring the CHS graduation party in the amount not to exceed \$830.00
2. Do not sponsor the event, but instead waive the fee.
3. Deny the request.
4. Funding not to exceed a different amount approved by City Council.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

Rick Manchester, Parks, Recreation & Public Facilities Director
Mike Fink, Recreation and Public Facilities Superintendent
Kelly Reese, CHS Chairperson for the Class of 2017

MEETING DATE: DECEMBER 19, 2017
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
PRESENTED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT

Resolution 2017-16 Extension of Banking Services Agreement

ACTION TO BE TAKEN:

Approve a 1-year extension to the current banking services agreement with Wells Fargo Bank.

SUMMARY OF INFORMATION:

In April 2014 the City of Cody entered into a banking services agreement with Wells Fargo for an initial 3-year period with the City retaining the option to extend the agreement for three 1-year periods. The initial term expired on June 30, 2017. On November 1, 2016 Council authorized the first extension, continuing the agreement through June 30, 2018.

With the market rates continuing to remain low and no indications that there will be much improvement, staff recommends that the Council exercise the second 1-year option, extending the current agreement through June 30, 2019. The City has received excellent service from Wells Fargo and there are no performance issues that would necessitate a change at this time.

FISCAL IMPACT

None

ALTERNATIVES

The Council may approve the 1-year extension or issue an RFP for new services to begin July 1, 2018.

ATTACHMENTS

1. Resolution 2017-16

AGENDA & SUMMARY REPORT TO:

1. None

RESOLUTION NO. 2017-16

**A RESOLUTION APPROVING AN EXTENSION TO THE
BANKING SERVICES AGREEMENT BETWEEN THE CITY OF
CODY AND WELLS FARGO BANK.**

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming approved a banking services agreement with Wells Fargo Bank on April 1, 2014 which expires June 30, 2017;

WHEREAS, the Governing Body for the City of Cody, Wyoming desires to extend the current Banking Services Agreement with Wells Fargo Bank and;

WHEREAS, the original agreement includes a provision for three one-year extensions and;

WHEREAS, staff and recommends the extension which retains the current terms of service;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING THAT the option to extend the banking services agreement with Wells Fargo Bank, attached hereto as "Exhibit A", is hereby approved for the second one-year extension for the period of July 1, 2018 through June 30, 2019.

PASSED, APPROVED AND ADOPTED THE 19th day of December 2017.

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

Banking Services Agreement

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

1. TERM OF AGREEMENT

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

2. OBLIGATIONS

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

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

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

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

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

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

3. COMPENSATION

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

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

4. TERMINATION OF AGREEMENT

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

5. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data , studies, surveys, charts, specifications, figures and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the City.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The Finance Officer or his/her designee for the City shall review and approve the Bank's charges and interest payments to the City under this agreement, shall have the primary responsibility for overseeing and approving services to be performed by the Bank and shall coordinate all communications with the Bank.

7. SUCCESSORS AND ASSIGNS

The Bank's rights and obligations under this Agreement shall not be assigned to a third party or to a successor institution without the City's written consent.

8. PUBLIC INFORMATION

All proposals, agreements, documents, statements, reports and any other related information generated as a result of this Agreement subject to the Wyoming Public Records Act, and as such, may be deemed public records. As a public entity, the City is subject to making records available for disclosure under the Wyoming Public Records Act.

9. COMPLIANCE WITH LAWS

The Bank shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes which may govern the services provided under this Agreement.

10. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Bank activities except as set forth in this agreement.

11. INDEPENDENT CONTRACTOR

The Bank is and shall be at all times during the term of this Agreement an independent contractor.

12. MODIFICATION OF AGREEMENT

This Agreement may be amended or modified only by written instrument agreed to and properly signed by both parties hereto.

13. ADDITIONAL WORK

The City may desire to have the Bank perform other services in connection with the banking relationship other than provided for by the express intent of this Agreement. Any such services shall be considered as additional work, supplemental to this Agreement. Additional work shall not proceed unless so authorized in writing by the City. Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the City and the Bank.

14. SUPPLEMENTAL AGREEMENTS

It is understood by the parties to this Agreement that, in order to authorize and implement certain banking procedures and transactions contemplated by this Agreement, the Bank may request the City to execute certain documents, including but not limited to: an Automated Clearing House Service Operating Agreement, a Master Repurchase Agreement, Wire Transfer Services Agreement, and a Treasury Management Agreement. The parties expressly agree that nothing in any Supplemental Agreements shall be construed as limiting in any manner the City's rights under this Agreement. Furthermore, nothing in any Supplemental Agreements shall be construed as a waiver by the City of any rights, claims, or defenses it

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

15. BINDING EFFECT

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

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

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

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

16. IMMUNITY

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

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

BANK:

Glenn R. Ross
Name
Business Banking Manager
Title
May 27, 2014
Date
Glenn R. Ross
Signature

CITY:

Nancy/ie Brown
Name
Mayor
Title
6.4.14
Date
Nancy/ie Brown
Signature

APPROVED AS TO FORM:

[Signature]
City of Cody Attorney
6/16/14
Date

MEETING DATE:	DECEMBER 19, 2017
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT
An Ordinance Adopting Residential Infill Subdivision Standards
Ordinance 2017-25, 2nd Reading

ACTION:

Consider Ordinance 2017-25, as amended, to adopt a new chapter in the City Subdivision Ordinance, known as "Residential Infill Subdivision Standards".

BACKGROUND:

This staff report has been prepared specifically for the 2nd Reading of the proposed ordinance. For a general summary of the proposed ordinance, please see the Agenda Summary for the December 5, 2017 meeting.

At first reading of this ordinance a motion was made and approved to amend the proposed ordinance to specify that only the first 25 feet of the access drive would need to be hard surfaced (paved), and that the balance of the access drive could be gravel. That amendment is reflected in the attached version of the ordinance. The argument for the change was effectively that if it is good enough for the City's commercial areas, then it would be appropriate for the City's residential areas. The City requires only the first 25 feet of a commercial driveway to be paved (and only if it connects to an arterial or major collector).

Staff believes that the comparison between the commercial and residential areas is not as comparable as presented. Almost without exception, people sleep and wish to relax in residential areas. In this sense, residential areas are entirely different environments from commercial areas, and therefore the expectations and requirements associated with each area can arguably be different.

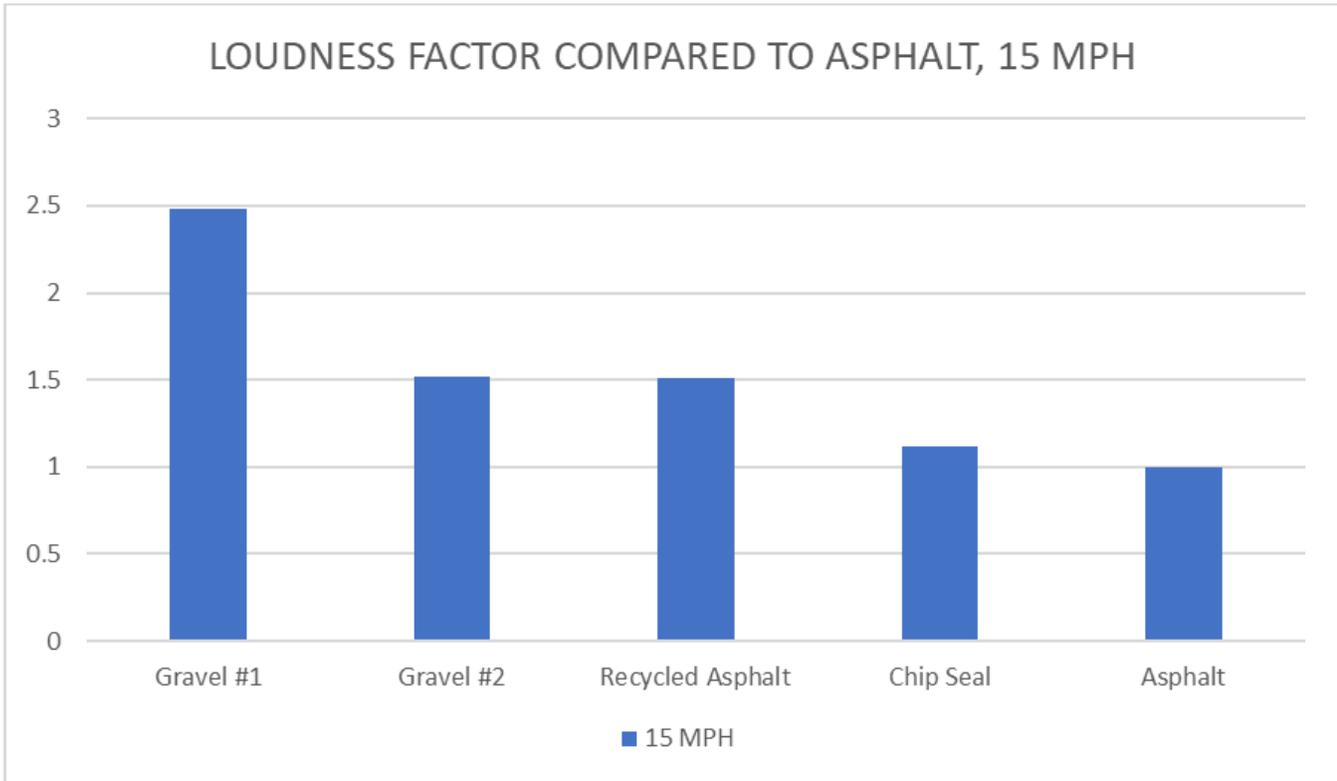
The following additional information is presented with the intent of helping Council to make a decision with the best available information pertaining to the impacts of different driving surfaces in residential infill subdivisions on neighboring properties. Due to what has been identified, staff is recommending that the Council reconsider the amendment to the proposed ordinance that allows the use of gravel.

Sound:

One of the primary impacts to enjoyment of a residential area is noise (unwanted sound). One of staffs' concerns in developing the proposed ordinance was undesirable impacts of vehicle noise on the occupants of neighboring homes. As proposed, these access drives could easily be just ten feet from a neighbor's home and five feet from an existing home on the property. As asphalt is generally thought to be quieter than gravel, and because all other similar ordinances that staff found required asphalt, staff and the P&Z Board went with pavement as the standard. Now that the need for pavement has been questioned, we went back to look more closely at the issue.

AGENDA ITEM NO. _____

To help determine potential noise impacts, staff conducted a sound study of different driving surfaces. The report is attached and should be reviewed to understand the complete picture. The following table sets forth one of the primary conclusions—that gravel surfacing can be 1 ½ to 2 ½ times as loud as asphalt.



One of the primary purposes of land use regulation is the avoidance and/or mitigation of significant impacts to adjoining properties—effectively preventing actions of one land owner from significantly damaging the rights of another land owner to enjoy his/her property. Staff believes that the type and level of sound from as many as five dwellings using a gravel access in close proximity to the home of a neighboring property owner would be a significant impact to the property rights of that adjoining property owner. To protect the property rights of a neighbor is a legitimate use of the law. As such, mitigation should be considered to either avoid the impact or reduce it to an acceptable level.

In brief, the preferred method to mitigate the impact of noise, as well as dust, is to have an asphalt driving surface. Public Works has estimated the costs for construction of the access drives and utilities for three scenarios: First, what is currently required. Second, as originally recommended for the ordinance under consideration (paved lanes); and third, if gravel access is allowed. For comparison purposes, a 100-foot length of each type of access drive was used. Utility costs were also included to also allow comparison of other components of the infill proposal.

In the following comparison table, “Current Requirement” assumes a Planned Unit Development situation because of the few lots involved, with a 24-foot wide paved roadway, plus curb, gutter, sidewalk on one side, and city utility mains.

	Current Requirement	18' Paved Lane Option	12' Paved Lane Option	18' Gravel Lane Option	12' Gravel Lane Option
Estimated Cost for 100' of Road and Utilities	\$37,129.50	\$5,906.46	\$4,182.08	\$3,133.33	\$2,333.33
Asphalt Cost per 100' (Portion of amount above.)	\$3,697.50	\$2,773.13	\$1,848.75	N/A	N/A

For a 100-foot long segment of access drive, the additional cost for asphalt is approximately \$1,848 for a 12-foot wide surface, and \$2,773 for an 18-foot wide surface. In context of lot development costs, staff believes use of asphalt to be a cost-effective mitigation technique, representing approximately 1-2% of the total development cost of creating a lot and building a home.

The Planning and Zoning Board was updated on the status of the ordinance and the change to gravel surfacing at their December 12, 2017 meeting. Staff asked for their opinion and among other things wanted to know if their recommendation for pavement was simply because that is how staff originally proposed it, or otherwise. The Board confirmed that their recommendation is for pavement, due to the environment in which it is located.

PROCEDURE:

Since the amendment to the proposed ordinance was approved last meeting, the attached version contains that change. If Council wishes to keep that amendment, the ordinance needs a few additional coordinative amendments, which staff has taken the liberty to make in the attached version.

In addition, staff has made a clarification to the frontage requirement—that when a turnaround is not installed, the last lot does not need more frontage than provided by the access easement. If the clarification is acceptable, it will need to be authorized by the Council.

All changes are indicted by the red underline and strike-through format of the “track changes” feature.

The Public Hearing for this ordinance is scheduled to occur at the December 19, 2017 meeting.

Preparation of the residential infill subdivision ordinance included participation from Public Works, Community Development, and Electric Division staff, as well as the Fire Marshal. Prior to and during the Planning and Zoning Board process, staff sent emails to each of the local engineering and surveying firms asking for feedback/comments. A few supportive general comments were made, yet no technical modifications to the proposal were suggested. In addition, the proposal was presented at the November 16, 2017 Realtor’s luncheon. Again a few supportive general comments were made, and no technical modifications suggested. Notice of the City Council hearing included an invitation to comment at the November 28, 2017 Planning and Zoning Board meeting, but no public comments were presented. Articles in the Cody Enterprise on October 25 and November 22, 2017 have not generated any formal comments.

AGENDA ITEM NO. _____

Other Miscellaneous comments:

The staff report relies primarily on mitigation of noise and dust as reasoning for the asphalt requirement. I don't want to distract from that point. However, there may also be an argument for asphalt based on property value impacts that would likely result from use of gravel. This is a more nebulous or subjective topic, and therefore more open for dispute. So, in an attempt to simply point out the issue, how do you think the access drives in these two photos affect the character of the neighborhood and therefore the value of neighboring properties? If a property were available for development next to each access drive, how would each situation affect the likelihood of investment and development of the adjacent property?



FISCAL IMPACT

No direct impact to the city budget is expected. Conceptually, in the long term, additional housing provided on the residential infill lots would increase the property tax base without adding additional public infrastructure.

ALTERNATIVES

Approve, deny, or amend Ordinance 2017-25, as amended.

RECOMMENDATION

The Planning and Zoning Board recommends approval of Ordinance 2017-25, with the paving requirement as originally drafted.

ATTACHMENTS

“Sound Level Test of Road Surfaces” document
Spreadsheet of development costs, per 100’ length.
Ordinance 2017-25, as amended.

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

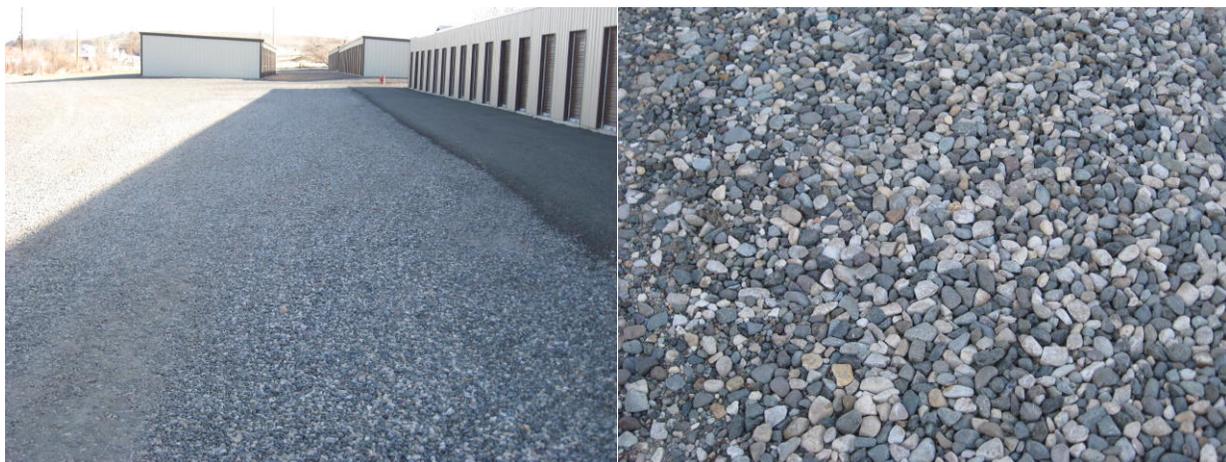
SOUND LEVEL TEST OF ROAD SURFACES

Conducted December 8, 2017 by Todd Stowell and Utana Dye

To get a better idea of how driving surfaces affect sound levels, staff decided to conduct some sound tests. A City vehicle (2003 Chevy Blazer) was driven at speeds of 10 mph and 15 mph on several different driving surfaces to determine the difference in sound levels between those surfaces. The selected speeds are thought to be within the “typical” range of vehicles traveling on common driveways in a residential environment. Sound levels were measured with a cell phone and the “deciBel” app from BSB Mobile Solutions, which displays minimum, maximum, and continuous dBA sound levels. While a cell phone app is not the most precise measurement tool, staff’s experience is that it has been within a decibel or two of a fully calibrated professional decibel meter (e.g. gun range tests). In addition, using the same tool at all test locations allows reasonable comparison between locations because the readings are consistent, even if they are not exactly accurate. This is because if a reading is off in accuracy by a few decibels, all readings will be off roughly that same amount. The point is that the readings from this exercise appear sufficiently accurate to make at least general comparisons.

All tests were conducted on the same day, within about an hour. Three readings were taken for each speed at each location, from a distance of approximately ten feet. Weather conditions were about 51 degrees Fahrenheit with effectively no wind. Background noise was generally around 40 dBA or lower. To minimize the impacts of human error (speed control, distance to vehicle, etc.), the readings for each situation were averaged for comparison purposes. The locations of the tests are shown below.

Gravel Surface #1 is the gravel driveway in Donny Anderson’s storage units, which consists of compacted gravel.



Gravel Surface #2 is 24th Street, the City road next to Boone’s Machinery and north of Big Horn Avenue, which is well compacted and contains a mix of gravel and fines (sand).



Recycled Asphalt is the entry driveway to Donny Anderson's storage units.



Chip Seal Road is 26th Street in front of Donny Anderson's property.



Asphalt Street is Hardpan Avenue in Trailhead PUD #3.

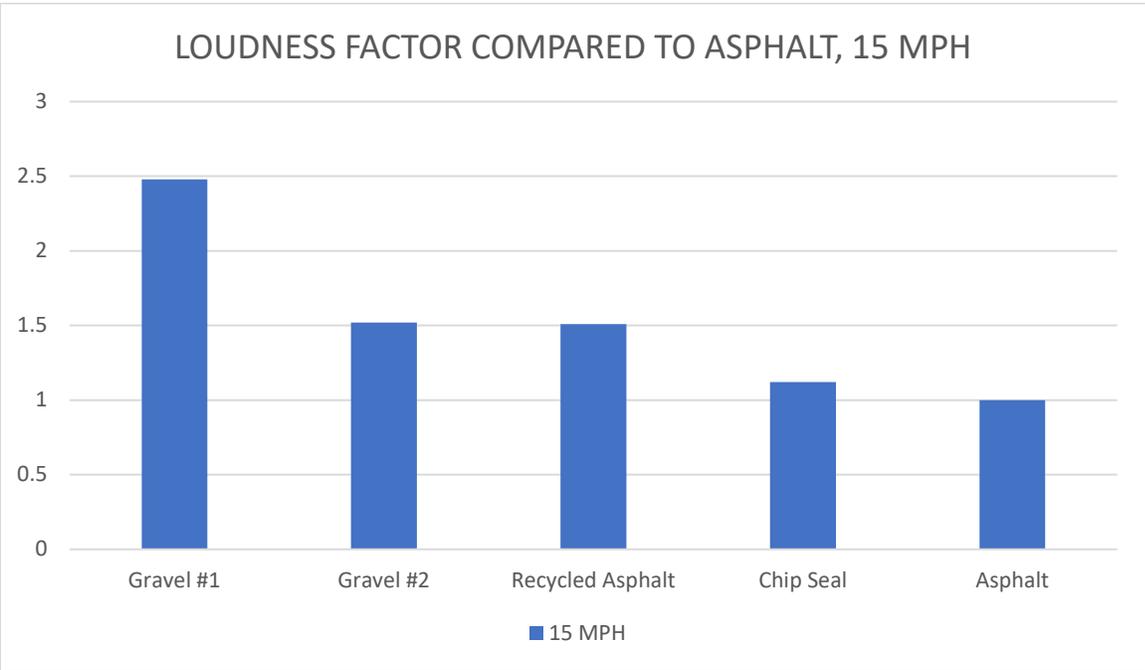


Sound Test Results in dBA:

	Gravel #1	Gravel #2	Recycled Asphalt	Chip Seal Road	Asphalt Street
10 MPH	56.9 58.5 60.1	54.9 55.9 53.0	55.1 56.3 53.0	50.6 48.0 48.9	46.7 49.0 48.5
10 MPH Avg.	58.5	54.6	54.8	49.2	48.1
15 MPH	62.4 63.4 64.2	54.0 56.2 58.5	55.6 56.4 56.4	52.4 51.4 51.7	50.5 50.2 49.8
15 MPH Avg.	63.3	56.2	56.1	51.8	50.2
Difference between 15 and 10 MPH	4.8	1.6	1.3	2.6	2.1
dBA above quietest surface at 10 MPH	10.4	6.5	6.7	1.1	0
dBA above quietest surface at 15 MPH	13.1	6.0	5.9	1.6	0

Human hearing perceives roughly a difference of 10 decibels as a doubling or halving of loudness. A 60-decibel sound appears to be twice as loud as a similar 50-decibel sound—and 50 decibels is perceived half as loud as 60. Using an online calculator (sengpieaudio.com/calculator-levelchange), staff found the perceived difference in loudness for each surface, as follows:

	Gravel #1	Gravel #2	Recycled Asphalt	Chip Seal Road	Asphalt Street
Perceived Difference in Loudness, Compared to Asphalt, 10 MPH	2.06 times as loud	1.57 times as loud	1.59 times as loud	1.08 times as loud	1.0 times as loud
Perceived Difference in Loudness, Compared to Asphalt, 15 MPH	2.48 times as loud	1.52 times as loud	1.51 times as loud	1.12 times as loud	1.0 times as loud



CONCLUSION:

In the case of the sound tests conducted, asphalt surfacing was the quietest, with chip seal only slightly louder. The recycled asphalt and compacted road base (Gravel #2) surfaces were roughly 50-60 percent louder. The “Gravel #1” surface, which represents the relatively dust-free gravel option, was roughly 2 to 2 ½ times as loud as the asphalt surface.

OTHER:

The sound test did not have the ability to distinguish between type of sound, and how that sound is interpreted by the listener. The gravel and recycled asphalt surfaces made the typical “popping” sound of rocks being compressed by the vehicles tires, which is erratic in pattern. As such, the gravel noise was perceived as more noticeable than the relatively consistent noises from the vehicle.

In contrast, driving on the chip-sealed and asphalt surfaces produced “humming” sounds, which made it difficult to determine the prevalent sound—the road surface/tire noise was not noticeably distinguishable from the typical vehicle sounds on these surfaces at the test speeds.

Though not specifically tested by this study, it is noted that while Gravel #2 was significantly quieter than Gravel #1, it also generated visible dust. Dust was not visually perceived with any of the other surfaces at the vehicle speeds used. A person wishing to minimize dust or mud from a Gravel #2 surface would typically apply a gravel top coat, which would be expected to look much like Gravel #1, and if so, they would likely unknowingly increase the sound level by doing so.

At slightly higher speeds (20 MPH) on Gravel #2 and a recycled asphalt road (West Rocky Road), both surfaces generated visible dust, with the recycled asphalt appearing to generate less than the Gravel #2 surface. No dust was observed from driving on the asphalt and chip sealed surfaces, even at high speeds.

Current Regulations**Assumes 100' long road**

6" PVC Class 150 Pipe	LF	100	\$22.00	\$2,200.00
6" Valves	EA	2	\$1,100.00	\$2,200.00
Hydrants	EA	1	\$3,100.00	\$3,100.00
8" Sewer Pipe	LF	100	\$37.00	\$3,700.00
Sanitary Sewer Manholes	EA	2	\$5,000.00	\$10,000.00
Shallow Utilities	LF	100	\$6.00	\$600.00
Pit Run Base	CY	111	\$16.00	\$1,777.78
Crushed Base	CY	74	\$30.00	\$2,222.22
Hot Plant Mix - Type II (3/4")	Ton	44	\$85.00	\$3,697.50
Curb and Gutter	LF	200	\$21.10	\$4,220.00
Sidewalks	SF	400	\$3.53	\$1,412.00
ADA Wheelchair Ramps	EA	1	\$2,000.00	\$2,000.00
Total Cost without Cul-de-Sac =				\$37,129.50

New Regulations**Assumes 100' long road, 12' wide paved**

6" PVC Class 150 Pipe	LF	0	\$22.00	\$0.00
6" Valves	EA	0	\$1,100.00	\$0.00
Hydrants	EA	0	\$3,100.00	\$0.00
8" Sewer Pipe	LF	0	\$37.00	\$0.00
Sanitary Sewer Manholes	EA	0	\$5,000.00	\$0.00
Shallow Utilities	LF	100	\$6.00	\$600.00
Pit Run Base	CY	48	\$16.00	\$770.37
Crushed Base	CY	32	\$30.00	\$962.96
Hot Plant Mix - Type II (3/4")	Ton	22	\$85.00	\$1,848.75
Curb and Gutter	LF	0	\$21.10	\$0.00
Sidewalks	SF	0	\$3.53	\$0.00
ADA Wheelchair Ramps	EA	0	\$2,000.00	\$0.00
Total Cost without Cul-de-Sac =				\$4,182.08

New Regulations**Assumes 100' long road, 18' wide paved**

6" PVC Class 150 Pipe	LF	0	\$22.00	\$0.00
6" Valves	EA	0	\$1,100.00	\$0.00
Hydrants	EA	0	\$3,100.00	\$0.00
8" Sewer Pipe	LF	0	\$37.00	\$0.00
Sanitary Sewer Manholes	EA	0	\$5,000.00	\$0.00
Shallow Utilities	LF	100	\$6.00	\$600.00
Pit Run Base	CY	70	\$16.00	\$1,125.93
Crushed Base	CY	47	\$30.00	\$1,407.41
Hot Plant Mix - Type II (3/4")	Ton	33	\$85.00	\$2,773.13
Curb and Gutter	LF	0	\$21.10	\$0.00
Sidewalks	SF	0	\$3.53	\$0.00
ADA Wheelchair Ramps	EA	0	\$2,000.00	\$0.00
Total Cost without Cul-de-Sac =				\$5,906.46

ORDINANCE NO. 2017-25

**AN ORDINANCE ADOPTING RESIDENTIAL INFILL SUBDIVISION
STANDARDS AS CHAPTER 8 OF TITLE 11 CITY OF CODY
MUNICIPAL CODE**

WHEREAS, notice of a public hearing to consider this action was published in the Cody Enterprise on November 20, 2017;

WHEREAS, a public hearing was held on December 19, 2017 before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance; and,

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public and the City of Cody to approve the proposed ordinance.

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

SECTION 1: ADOPTED.

Exhibit A, titled "Residential Infill Subdivision Standards", is hereby adopted as Chapter 8 of Title 11, City of Cody Municipal Code.

SECTION 2: EFFECTIVE DATE. This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

SECTION 3: SEVERABILITY. Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING: December 5, 2017
PASSED ON SECOND READING:
PASSED ON THIRD READING:

Matt Hall, Mayor

Attest:

Cynthia Baker
Administrative Services Director

Title 11, Chapter 8

Residential Infill Subdivision Standards:

1. Purpose:

The purpose of this chapter is to establish appropriate subdivision development standards for the infill and redevelopment of underutilized residential properties, so as to allow additional housing opportunities on individual lots in existing neighborhoods. To help minimize development costs and thereby encourage more affordable housing, this chapter is intended to be utilized as a template for qualifying developments without the need for complete engineered plans—relying instead on the standards herein and qualified contractors and tradesmen to complete the subdivision improvements to acceptable standards. Therefore, the scope of this chapter is limited to projects that are relatively straightforward and do not involve construction of any new public streets, public water lines, or public sewer lines. The maximum size limit for applicability of this chapter is meant to separate small infill situations from larger properties that are more appropriately developed with traditional development patterns and improvements.

2. Applicability:

The residential infill subdivision process is an option in addition to the traditional subdivision option outlined in Title 11, Chapters 1-5, and the PUD option outlined in Title 11, Chapter 7; applicants may choose one set of requirements, but they are not to be intermingled. This chapter shall only be applicable to the subdivision of properties that have all of the following characteristics. Qualifying subdivisions are referred to as residential infill subdivisions.

- A. The property is 1.2 acres (52,272 sq. ft.) or less in size (net lot area);
- B. The property is at least 16,000 square feet in size (net lot area) if located in an R-1, R-2, or R-2MH zoning district; 10,000 square feet (net) if zoned R-3; and, 7,200 square feet (net) if zoned R-4.
- C. The property is located in a residential zoning district and does not contain any non-conforming commercial or industrial uses;
- D. The property has frontage on and access directly to/from a paved public street;
- E. The property will contain no more than five lots, and no more than five dwelling units (primary and accessory);
- F. The access route to any lot in the proposed subdivision is not more than 350 feet in length, measured from the public street right of way to the middle of the turnaround;
- G. All lots will be served with public sewer, public water, and City electric power;
- H. No sewer or water lines will be shared between lots—individual sewer and water service lines must be run to each lot.

3. Variances to Typical Subdivision Design Standards:

Except as otherwise specified herein, the provisions of Chapters 1, 2, 3, 4, and 5 of Title 11 remain applicable. Variances to the provisions of Chapters 1 through 5 of Title 11 are provided as follows.

Residential infill subdivisions that meet the standards of this chapter need not comply with:

- 11-4-2(H), Dead End Streets/Alleys
- 11-4-2(L), Vertical Curve Length
- 11-4-2(P), Alleys

- 11-4-2(Q), Curb, Gutter, Sidewalk, Paved Streets
- 11-4-2(R), Street Cross Section
- 11-5-1(A)(2) (Except as otherwise specified herein, engineered plans are not required for private improvements in infill subdivisions.)
- 11-5-1(C), Curbs, Gutters and Sidewalks
- 11-5-1(D), Street Design, Construction
- 11-5-1(M), Streetlighting
- 11-5-1(P), Certificate of Engineer; As-Constructed Plans

4. Residential Infill Subdivision Design Standards:

The following design standards shall apply to residential infill subdivisions. All applicable required improvements are the responsibility of the subdivider and shall be installed prior to issuance of a building permit for a dwelling within the subdivision, or within two years of final plat approval, whichever occurs first. If the subdivision is to be phased, it must be disclosed with the subdivision application, and improvements may be phased accordingly. The layout of all subdivision improvements shall be shown on the preliminary plat application drawings.

A. Access and Frontage Requirements.

The following access standards have been developed in coordination with the fire marshal, and pursuant to the fire marshal's authority, when the following standards are met, they supersede any conflicting and more restrictive standards of Appendix D of the International Fire Code.

- i. All lots shall be provided with frontage on a public street or private access easement, in accordance with Table 10-06-2. Provided, when a turnaround is not required, the lot at the end of the private access easement (the lot furthest from the public street) need only have frontage on the access easement of the width required by 4(A)(iii) below. If a private access easement is used, it may overlay one or more lots in the subdivision, or be located as a separate tract owned in common by the owners of all lots. The connection of the access easement to the public right-of-way shall not be deemed as meeting the frontage requirement for any of the proposed lots—the required frontage shall be provided and measured where the street or access easement runs along the buildable portion of the lot(s).

The private access easement may overlay one or more lots in the subdivision, or be located as a separate tract owned in common by the owners of all lots. The dedication of the access easement shall include either access for the general public (public access easement), or, if a private access easement, access for utility providers, emergency service providers, and other public services in addition to the lot owners and their invited guests.

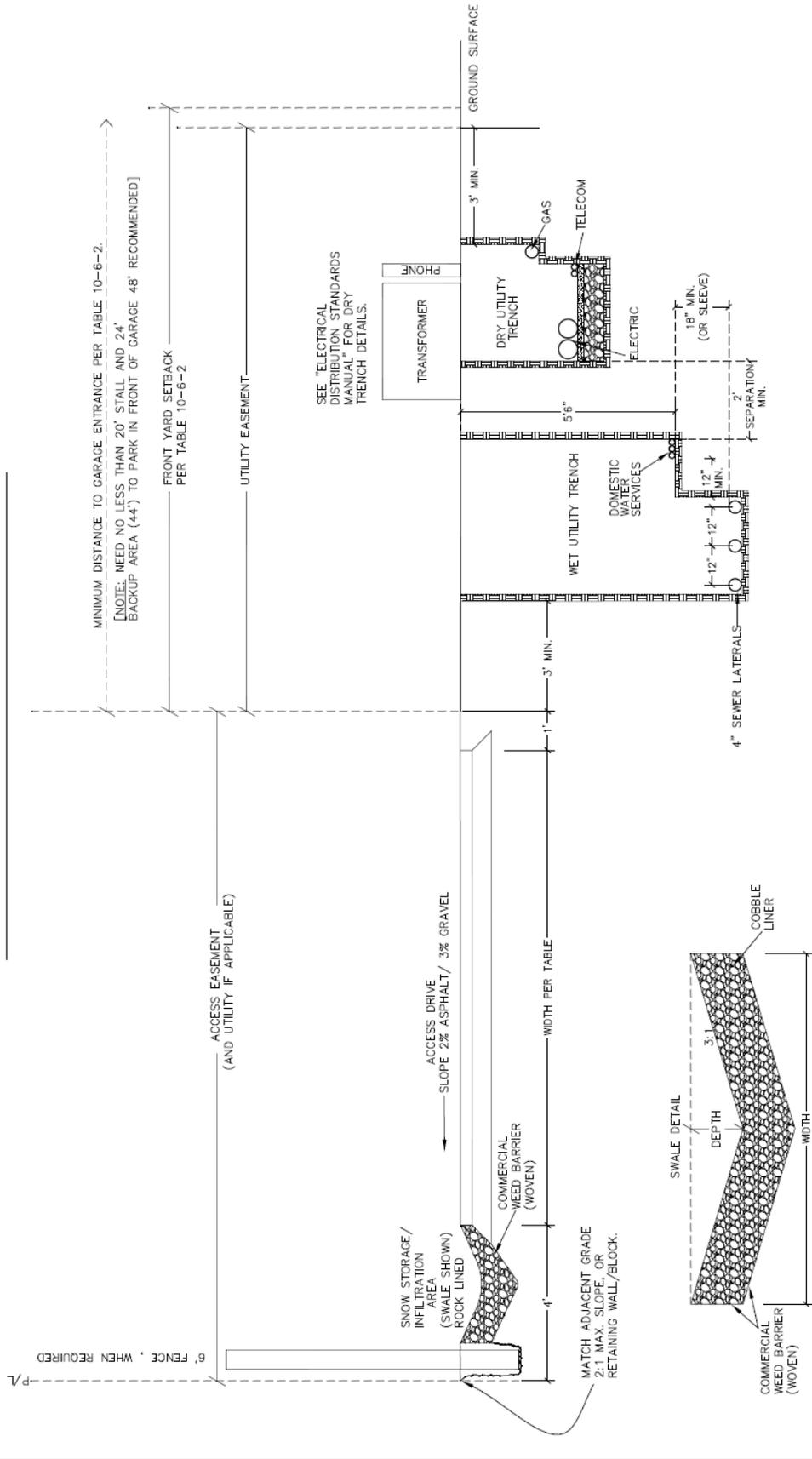
- ii. Entrance Requirement: The physical connection of the subdivision access drive to the public street shall consist of a paved entrance/exit extending from the curb cut (face of curb, or edge of roadway pavement if no curb exists), to a point at least twenty-five feet (25') from the public street, measured along the direction of travel. Asphalt thickness shall be at least three inches, compacted depth.

- iii. Minimum dimensions of the access easement and the composition of the access drive shall be in accordance with the following table. Base Course is 1 1/4" minus with fines. Top course is 5/8" minus with fines.:

# of Dwelling Units on Easement, including unit(s) on front corner lot(s)	Access Easement Width	Width of Driving Surface	Driving Surface Type and Depth	Turnout required?
2	17 feet	12 feet	Gravel (6" base course and 2" crushed top course, compacted depths)	No
3	17 feet	12 feet	Gravel (6" base course and 2" crushed top course, compacted depths) 3" asphalt over 6" crushed base course (compactd depths)	Only when a turnaround is required per subsection viii and length of access drive >150'.
4 to 5	23 feet	18 feet	Gravel (6" base course and 2" crushed top course, compacted depths) 3" asphalt over 6" crushed base course (compactd depths)	Only when a turnaround is required per subsection viii and length of access drive >150'.

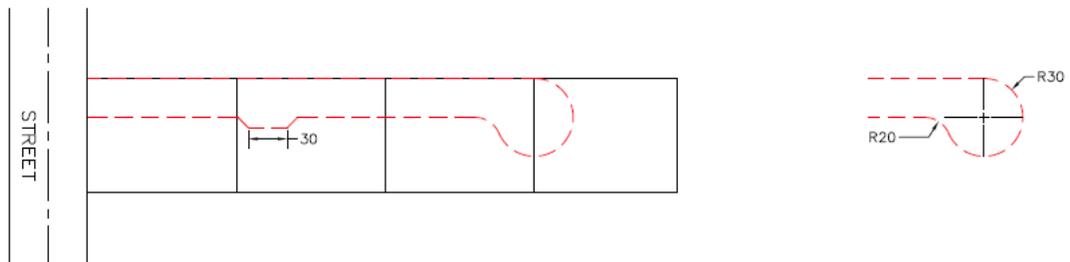
- iii. ~~Asphalt access drives shall be constructed to the following specifications and have engineering testing performed during construction to confirm:~~
- ~~a) Suitable sub-base material (native or imported) and compaction (minimum 95% density);~~
 - ~~b) Proper base course depth and compaction (minimum 95% density);~~
 - ~~c) Asphalt meeting either "Superpave", Class A, Class B, or Modified Class B specifications; and,~~
 - ~~d) Proper asphalt depth of 3" or more, and minimum compaction of 98% density.~~
- ~~Certification by a WY licensed engineer and accompanying test results shall be provided to the City.~~
- iv. The cross-section design of the access drive shall be in accordance with the following diagram; provided the reviewing official may consider modifications to the layout that retain the applicable functions of access width, parking backup area, snow storage, storm water control, and any other necessary considerations. Where room allows, underground utilities are to be located out from beneath the access drive in a separate utility easement. When necessary to divert from such alignment due to existing obstructions such as houses and concrete driveways, the utilities may be located under the access drive as needed to avoid the obstruction(s), and a combined access and utility easement shall be provided.

CROSS SECTION

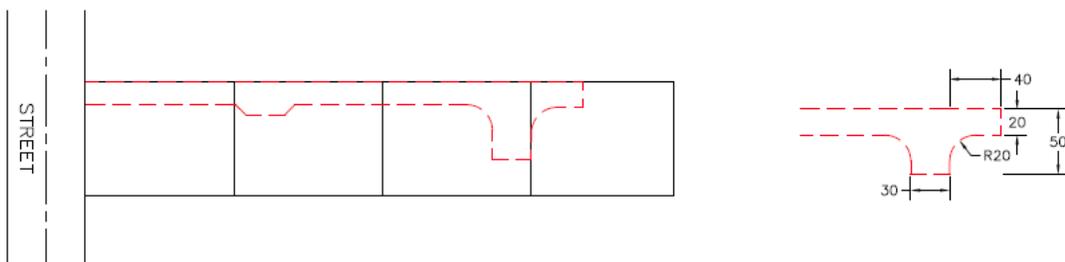


- v. In areas that have curb and gutter along the property frontage, the approach to the public street shall be constructed to the City's alley standard, with curb, gutter, and ADA-compliant sidewalk.
- vi. If the access drive connects to a major collector or arterial, the city engineer may require any existing approach to be removed and all access to occur from the common access drive.
- vii. If the property frontage has curb and gutter, but no sidewalk, the subdivider shall install sidewalk to City standards across the property frontage. If no curb and gutter exist along the property frontage, the property owner shall agree on behalf of the owners of the lots to participate proportionally in any future City project to improve the adjacent street to City standards, which agreement shall be noted on the plat and any document transferring ownership of the lots in the subdivision.
- viii. A turnaround and associated easement shall be provided at the end of the access drive if any of the following conditions will exist. The distances are measured from the edge of the public right-of-way.
 - a. The access drive (fire lane) is longer than 150 feet.
 - b. The middle of the furthest residence will be more than 250 feet from the public right-of-way.
 - c. The access drive serves four or more dwelling units, including front corner lot(s).
 - d. The fire marshal or city engineer determine that due to unique circumstances, a turnaround is necessary to prevent a significant traffic or access safety issue.
- ix. All required turnarounds shall be constructed to the minimum dimensions of one of the following turnaround options. (Lot configuration shown as example only.) Construction specifications (e.g. materials, compaction, ~~inspection~~, etc.) for the turnaround shall be the same as the access drive. A turnaround easement (or access easement) must be provided for the turnaround.

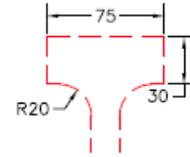
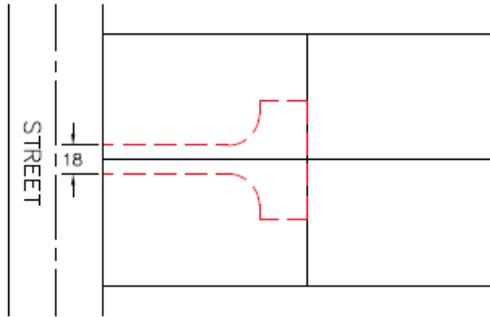
Cul-de-sac Option (Offset style shown—centered bulb also permitted):



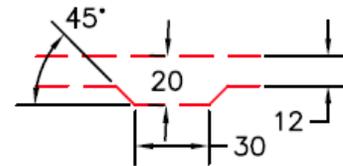
Boot Option:



Hammerhead Option:



- x. When required as identified in the table in 4.A.ii above, a turnout shall be provided approximately mid-point along the access drive by widening the driving surface to a minimum of 20 feet for a length of 30 feet and tapering the ends of the turnout to the access drive at no more than a 45-degree angle. Construction of the turnout shall be to the same specifications as the access drive. Refer to the following figure.

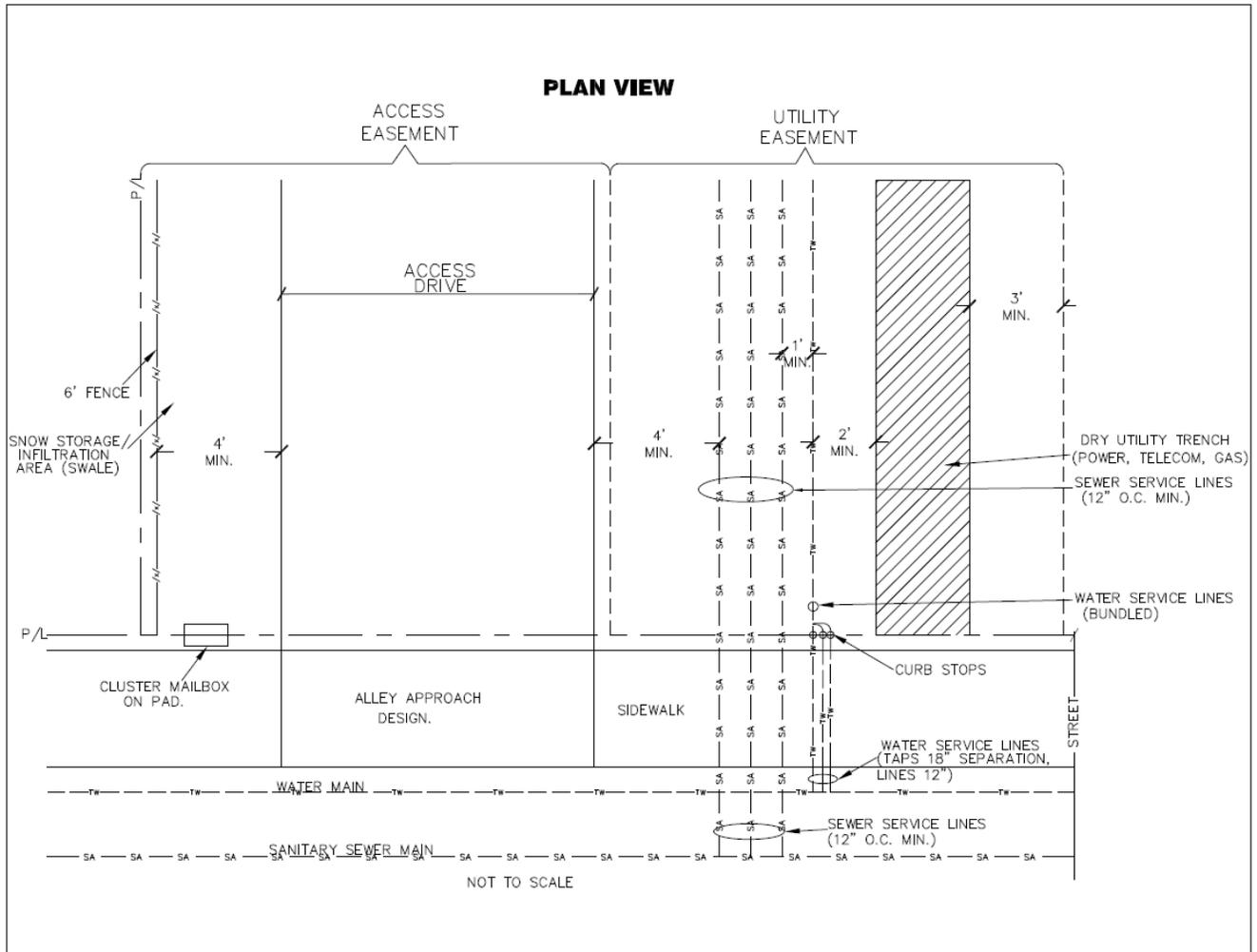


B. Utility Requirements

- i. All lots shall be provided with utility service connections in accordance with the requirements of the utility providers and applicable plumbing and electrical codes. At a minimum, domestic water service, public sewer and city power shall be provided and stubbed to each lot. Natural gas and telecommunication services are highly recommended. Raw water (irrigation) shall be provided to each lot if the property retains its water rights through the subdivision process.
- ii. City power, natural gas, and telecommunications may utilize shared services to the lots. However, domestic water and public sewer services shall be provided by individual service lines to each lot, which services shall be in accordance with the applicable adopted building/plumbing codes, City of Cody Code (see Title 8, Chapters 2 and 3), and WY DEQ standards.
- iii. Utility Design Guidelines. The following utility standards are applicable, in addition to any more specific standards of applicable utility codes and policies.
 - a. The sewer and water services are to be stubbed into each lot to the point that they extend under the dry utility trench and to the building pad side of the utility easement.
 - b. Water service line installations must comply with City of Cody Code 8-2-7.
 - c. Minimum depth of a sewer service line is 3 feet, unless insulated with rigid foamboard per the requirements of the building official.
 - d. Minimum slope for 4" sewer pipe is 1%, although a minimum of 1.5% is recommended.
 - e. Provide a minimum of 12 inches, measured horizontally on center, between sewer service lines.
 - f. Water taps in the city main are to be installed no closer than 18 inches on center. From the taps, the water service lines are to be run directly to the edge of the street right-of-way (perpendicular to main) with a minimum horizontal separation of 12 inches on

center. Once within the development (after the curb stops), the water lines may be bundled (no separation) if buried a minimum depth of 5 ½ feet, otherwise the 12-inch separation must be maintained and minimum depth is 5 feet. [Note: Placing at a 5 ½-foot depth allows future replacement at 5 feet without disturbing other water service lines in the bundle. In either case, you may also want to consider throwing an extra pipe or two in the trench for future “replacement” needs.]

- g. Anywhere a domestic water line is within 12 inches horizontally from a sewer line and either below or less than 18 inches vertically above a sewer line, the water line must be sleeved (i.e. placed in sealed conduit).
 - h. Cleanouts are required in the sewer service lines at intervals not to exceed 100 feet (equal intervals recommended), and at any change in direction greater than 45 degrees. Any cleanout in a driving surface must be protected with a minimum 5-inch thick concrete collar, measuring at least 12 inches beyond the outside of the pipe.
 - i. All utility services are to be provided with either APWA uniform color-coded detectable (metallic) warning tape, or a combination of non-detectable (non-metallic) warning tape and color-coded tracer wire. The warning tape is to be installed one foot directly above the utility service pipe/conduit. If separate tracer wire is used, it is to be copper or copper clad steel, rated for direct bury, measure 12 AWG or larger (smaller number), and be taped to the side of the pipe/conduit.
 - j. The ends of all utility stubs into the lots shall be marked with solid lumber (2x4 or larger) or PVC pipe, that is painted the corresponding APWA color for that utility (e.g. green for sewer, blue for domestic water).
- iv. Authorized Template. The utility layout indicated in template of 4-A-(iv) in cross-section view and below in plan view show an authorized typical layout for utilities in a residential infill subdivision. Alternative layouts that otherwise meet applicable codes and provide acceptable access for the utility providers may be proposed and considered as part of the subdivision review process.



C. Storm water/Drainage Requirements

- i. The area of the access easement shall be graded to manage storm water within the subdivision, so that no net increase of runoff or creation of a concentrated discharge point occurs. The use of swales and/or infiltration trenches are recommended methods. The storm water infiltration area is also intended to serve as snow storage area.

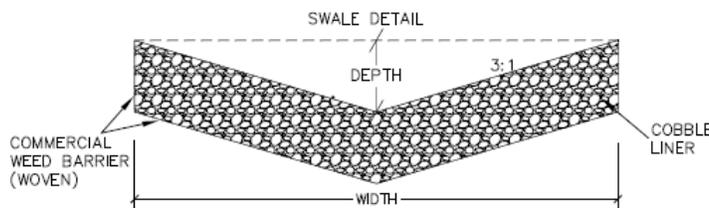
Minimum dimensions of infiltration trenches and swales, which extend the full length of the access drive are listed in the table below; provided, if the native soil has a high clay content (e.g. bentonite) or other low-permeability structure (e.g. hardpan), the applicant will need to coordinate storm water management design options with an engineer.

Rock used in the infiltration trenches or to line the swale must be clean and of a single size so as to provide proper void capacity for the storm water. A single size in the range of 1 ½ inches to 3 inches (non-crushed) is recommended.

Coffer dams must be installed along the swales/trenches as needed to prevent lateral flow of storm water down the swale/trench—the swales/trenches must function as infiltration

features, not water conveyance features. If infiltration trenches are used, they must be constructed per the design in the City’s storm water policy manual.

Width of Access Drive	12 feet	18 Feet
Swale Option		
Width of swale (open air):	36 inches	42 inches
Depth of swale (open air):	6 inches	7 inches
Depth of Cobble Liner (below swale):	4 inches	5 inches
Infiltration Trench Option		
Width:	24 inches	24 inches
Depth:	16 inches	24 inches



- ii. Any infiltration trench, drywell, or other method of storm water retention that utilizes inground retention (effectively anything other than open swales, ditches, and ponds), must register the infiltration facility as an Type V injection well with the WY Dept. of Environmental Quality, Groundwater Division (application available at deq.wyoming.gov/wqd/underground-injection-control). If any inground retention facility is proposed, a copy of the WY DEQ application must be provided to the City prior to construction of the facility.

D. Signage Requirements

The following signs are to be installed by the subdivider. The size and mounting methods shall comply with the MUTCD manual and/or Appendix D of the International Fire Code.

- i. Address numbers for the dwelling units on the rear lot(s) shall be posted at the intersection of the private access drive with the public road, in accordance with the standards of the building code (e.g. minimum 4” letter height, on contrasting background).
- ii. Install “No Parking / Fire Lane” sign(s) along the access drive, located and spaced as approved by the fire marshal.
- iii. Any required turnout and turnaround must be signed, “No Parking”.
- iv. A “Share the Road” sign is required near the entrance to the subdivision if the access drive serves four or more dwelling units, including the front corner lot(s).

E. Fencing Requirements

Where the access drive is located adjacent to a neighboring residentially-zoned property, a minimum 6-foot tall, solid fence shall be installed between the access drive and the neighboring property, except within 15 feet from the public street right-of-way. This requirement may be waived or reduced (e.g. partial fence, shorter fence, non-solid fence) by the reviewing official when the neighboring property owner requests such modification or waiver in writing.

5. Other Requirements:

- A. The number and location of all dwelling units, whether primary dwellings or accessory dwelling units, must be identified in the subdivision process and noted on the plat.
- B. Either the lot, or the turnaround serving it, must be within 600 feet of a functional fire hydrant, measured as the fire hose would lay. If a new fire hydrant is required, engineering and installation is the responsibility of the subdivider and shall be coordinated with Public Works.
- C. Maintenance agreements or covenants must be established to set forth the maintenance responsibilities for the private access drive tract/easement, including maintenance of the access drive, fence, and storm water facility. The agreement must include establishment of a bank account and schedule of payment by the lot owners. The payment levels must be based on anticipated costs for regular recommended maintenance and repair activities, such as snow removal, ~~regrading, asphalt crack sealing/recoating,~~ weed control, signage, etc. The maintenance agreement/covenant must be recorded with the plat. The initial minimum payment and schedule shall be determined with the final plat process.
- D. Enforcement of "No Parking" (e.g. towing) shall be by the homeowners, and authority for such included in the maintenance agreement or covenants for the subdivision.
- E. All lots shall utilize a cluster mailbox stand, as specified by the local post office, which mailbox and associated concrete pad shall be installed to USPS specifications by the subdivider.
- F. Garbage collection will occur on or next to the public street near the intersection with the access drive. The applicant will need to coordinate whether a dumpster or roll-outs are to be utilized. If a dumpster is to be utilized, the location, pad design, and any pedestrian bypass around the dumpster that may be needed shall be specified after consultation with Public Works.
- G. Gates or other features that would obstruct vehicle or pedestrian use of the access drive are prohibited.
- H. If the subdivision improvements are not installed prior to recording the final plat, the final plat shall include a note that states that no building permit shall be issued for a dwelling until all required subdivision improvements are completed.

ORDINANCE NO. 2017-26

AN ORDINANCE AMENDING TABLE 10-6-2 OF THE CITY OF CODY MUNICIPAL CODE TO INCLUDE SIDE SETBACK REQUIREMENTS FROM A PRIVATE ACCESS EASEMENT OR ALLEY

WHEREAS, notice of a public hearing to consider this action was published in the Cody Enterprise on November 20, 2017;

WHEREAS, a public hearing was held on December 19, 2017 before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance; and,

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public and the City of Cody to approve the proposed ordinance.

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

SECTION 1: AMENDED.

The line in Table 10-6-2 of the City of Cody Code that currently reads “Minimum Side Yard Setback from Neighboring Lot” is hereby amended as depicted below:

10-6-2: Table

Zoning District→	RR Zoning District	R-1 Zoning District	R-2 Zoning District	R-2MH Zoning District	R-3 Zoning District	R-4 Zoning District
Standard↓						
BUILDING HEIGHT, PLACEMENT, AND SIZE REQUIREMENTS:						
Minimum Side Yard Setback from Neighboring Lot, <u>Alley, or Private Access Easement</u>	15 feet	5 feet	5 feet; Except 0' at a common wall	5 feet; Except 0' at a common wall	5 feet; Except 0' at a common wall	5 feet; Except 0' at a common wall

SECTION 2: EFFECTIVE DATE. This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

SECTION 3: SEVERABILITY. Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING: December 5, 2017

PASSED ON SECOND READING:

PASSED ON THIRD READING:

Matt Hall, Mayor

Attest:

Cynthia Baker
Administrative Services Director