

City of Cody City Council

AGENDA

Tuesday, January 2, 2018 – 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

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

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from December 19, 2017.
- b. Approve Vouchers and Payroll in the amount of \$12,576.00, (Vouchers/Expenses relating to the One Cent Optional Tax).
- c. Consider approval of the Official Community Appointments for 2018: Municipal Court Judge, C.E. Webster II; Fire Marshall, Sam Wilde; and Fire Chief, Bryan Reiter.
- d. Declare the Cody Enterprise as the City's Official publication per §15-1-110.
- e. Approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract terms July 1, 2017 through May 28, 2018 and January 1, 2018, through June 10, 2018 respectively.
- f. Authorize the mayor to sign the final infrastructure report for Wyoming Business Council on the Cody Mountain Spirit Habitat for Humanity Project.
- g. Authorize the Mayor to sign the grant agreement and certification statement with State Loan and Investment Board for the Monument Street overlay project.
- h. Appoint Bert Pond as the representative to the Wyoming Municipal Power Agency's Board of Directors for a term February 1, 2018 through February 28, 2021.

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

3. Public Hearing

4. Conduct of Business

a. Approve Vouchers and Payroll in the amount of \$491,464.50.

b. Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.

Staff Reference: Cindy Baker, Administrative Services Officer

c. Authorize the Mayor to enter into and sign an agreement between the City of Cody, Shoshone Recreation District and KB Nelson Construction for the construction of a fishing pier at New Cody Reservoir.

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

d. ORDINANCE 2016-25 –THIRD AND FINAL READING
AN ORDINANCE ADOPTING RESIDENTIAL INFILL SUBDIVISION
STANDARDS AS CHAPTER 8 OF TITLE 11 CITY OF CODY
MUNICIPAL CODE.

Staff Reference: Todd Stowell, City Planner

e. ORDINANCE 2017-26 – THIRD AND FINAL 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:

January 9, 2018 – Thursday – Work Session 4:15 p.m. -

January 16, 2018 – Tuesday – Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, December 19, 2017

A Special Work Session was held at 6:30 p.m.. Chief Baker, Sergeant Heydenberk and Wyoming Game and Fish Staff provided the Governing Body with **Urban Deer Reduction – Informational** 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 19, 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 Kolpitke and Administrative Services Officer/Clerk Cindy Baker

Absent: None

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

Council Member Greer made a motion seconded by Council Member Fritz to amend the agenda by removing item “e” from the consent calendar and add item j” 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 amended including approval of Minutes –Special Meeting Minutes from December 12, 2017 and Regular Meeting Minutes from December 5, 2017; approve vouchers and payroll in the amount of \$1,904,630.89; approve vouchers in the amount of \$24,150.00. (Vouchers/Expenses relating to the One Cent Optional Tax); 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; authorize the Mayor to sign the final infrastructure report for Wyoming Business Council on the Cody Cupboard project; authorize the Mayor to sign the final infrastructure report for Wyoming Business Council on the Mentock Park All Inclusive Playground project; authorize the Mayor to sign the Certification of Completion and de-obligation of funds for the Mentock Park Project; and authorize Mayor to 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. Vote was unanimous.

At 7:06 p.m. the Mayor entered into 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). After calling for comments three more times and there being none the public hearing was closed at 7:10 p.m.

Council Member Wolz made a motion seconded by Council Member Nielson to 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. Voting in favor were Council Members Neilson, Fritz, Greer, Anderson, Wolz and Mayor Hall. Voting opposed Council Member Ballinger. Motion carried.

Council Member Greer made a motion seconded by Council Member Anderson to approve 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. Voting in favor were Council Members Neilson, Fritz, Greer, Anderson, Wolz and Mayor Hall. Voting opposed Council Member Ballinger. Motion carried.

Council Member Greer made a motion seconded by Council Member Fritz to appoint Curt Dansie to the Planning, Zoning and Adjustment Board for the term January 1, 2018 through December 31, 2020. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Fritz to appoint Leda Pojman and Marty Coe to the Cody Tree Board for the term January 1, 2018 through December 31, 2019. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Fritz Member to appoint Jordan Jolley and Douglas Johnston to the Yellowstone Regional Airport Board for the term January 1, 2018 through December 31, 2020. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Fritz to appoint 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. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Fritz to appoint Sandy Newsome to the Park County Travel Council for the term March 1, 2018 through February 28, 2021. Vote was unanimous.

RESOLUTION 2017-16

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

Council Member Wolz made a motion seconded by Council Member Ballinger to approve Resolution 2017-16. Vote was unanimous.

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. Council Member Greer made a motion seconded by Council Member Nielson to approve Ordinance 2017-25 on Second Reading, Voting in favor were Council Members Neilson, Fritz, Greer, Anderson, Wolz and Mayor Hall. Voting opposed Council Member Ballinger. Motion carried.

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. Council Member Nielson made a motion seconded by Council Member Greer to approve Ordinance 2017-26 on Second Reading, Voting in favor were Council Members Neilson, Fritz, Greer, Anderson, Wolz and Mayor Hall. Voting opposed Council Member Ballinger. Motion carried.

Council Member made a Anderson motion seconded by Council Member Greer to conditionally approve a new taxi license to French LLC dba Cody Trolley Tours and Cody Limousine, for a term December 20 through December 31, 2017, allowing the background information and 5-year driving record submitted at this time, but requiring a 10-year driving record and criminal background check requirement on all drivers to be submitted within 30 days along with a renewal application. Upon receipt of documentation and fee, a license will be issued for the calendar year 2018. Vote was unanimous.

There being no further business, the Mayor Hall adjourned the meeting at 8:15 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Service Officer

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
PAVEMENT MAINTENANCE INC					
	17-257	CRACK SEAL	12/07/2017	12,576.00	.00
Total :				12,576.00	.00
Total PAVEMENT MAINTENANCE INC:				12,576.00	.00
Grand Totals:				12,576.00	.00

Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2017, through May 28, 2018. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$4,250.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
 - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
 - 1) From the eighty five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time;
 - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Alcohol compliance inspections as follows:
 - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
 - 2) **The first Alcohol compliance inspections must take place between July 1, 2017 and December 31, 2017. The second Alcohol compliance inspections must take place between January 1, 2018, and May 28, 2018.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
 - B. Complete a yearly report for Alcohol compliance inspections.
 - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
- A. Remit payment to the Department based on proper monthly invoicing.
 - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
 - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
- A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
 - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
 - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
 - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.
- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The

Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

Wyoming Association of Sheriffs and Chiefs of Police

Lori Emmert, Executive Officer
WASCOP

July 1, 2014

Date

Department


Chuck Baker Chief of Police

Date

Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2018, through June 10, 2018. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$4,250.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
 - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
 - 1) From the eighty five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time;
 - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Tobacco compliance inspections as follows:
 - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
 - 2) **The first tobacco compliance inspections must take place between January 1, 2018, and March 31, 2018. The second tobacco compliance inspections must take place between April 1, 2018, and June 10, 2018.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
 - B. Complete a yearly report for Tobacco compliance inspections.
 - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
- A. Remit payment to the Department based on proper monthly invoicing.
 - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
 - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
- A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
 - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
 - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
 - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
 - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

Department shall cooperate fully with other contractors and the Association in all such cases.

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole

responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

Wyoming Association of Sheriffs and Chiefs of Police

Lori Emmert, Executive Officer
WASCOP

Date

Department



Chuck Baker, Chiefs of Police

Date

MEETING DATE: JANUARY 2, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Final Infrastructure Report Cody Mountain Spirit Habitat for Humanity

ACTION TO BE TAKEN:

Authorize the Mayor to sign the final infrastructure report for Wyoming Business Council on the Cody Mountain Spirit Habitat for Humanity project.

SUMMARY OF INFORMATION:

In compliance with the Wyoming Business Council grant for the Habitat for Humanity 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

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 Mountain Spirit Addition Subdivision

Account: Cody, City of

Project Official: Leslie Brumage

Report Period Start Date: 02/12/2014

Report Period End Date: 10/31/2015

Due Date: 12/15/2015

Expenditure Information

Funds Expended: 385917.00

Balance to Deobligate: 0.00

.....

Proposed Cash Match: 0.00

Actual Cash Match: 0.71

Additional Cash Match:

Comments:

.....

Proposed In Kind Match: 0.00

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: Project Goals in the grant application were “to complete the installation of infrastructure in the Mountain Spirit Habitat For Humanity Subdivision for Phase III & IV, to be able to benefit 18 families in the low and moderate income range who need decent housing ” The Grant Agreement states: “To provide funding to complete installation of infrastructure in an affordable housing subdivision currently being built in Cody.” Project goals and the grant agreement met. Infrastructure was installed in the affordable housing subdivision and Mountain Spirit Habitat For Humanity has completed one Habitat home and is currently constructing a second Habitat partner family home. Thiel Construction and Kip Thiel Construction have completed 5 affordable homes in the subdivision for moderate income families. All five home homes sold for under \$200,000 (median homes price in Cody, WY \$315,000—Single Family Housing Direct Area loan limits for Park County from the USDA for very low, low and moderate income families as of March 2017 \$271,050 see attached from USDA/HUD). Management of the affiliate changed at the beginning of this year but our goals remain the same, to build decent, affordable homes in partnership with low to moderate–income families.

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: Expectations did not change during the construction phase of the project.

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

Answer 3: Nothing that wasnt expected occurred during the construction phase.

Additional Comments:

Performance Measures

PM ID	Type	Position Type	Sub Type	Description	Actual Reported	Actual Approved	Median Wage Reported	Median Wage Approved
PM004582	Return on Investment	None	Increase in Sales Tax		0	0		
PM004581	Return on Investment	None	Additional Private Investment		0	0		
PM004580	Other	None	Other	Program Income	385917.00	0.00		

PM003802	Return on Investment	None	Increase in Sales Tax		0	0		
PM004585	Jobs	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: This project allowed Habitat to partner with other contractors in the area that wanted to build affordable housing as well. This allowed Habitat to get a good start on reaching the goal of providing 18 more low to moderate income families a decent, affordable, home.

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: JANUARY 2, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

State Loan and Investment Board Grant Agreement & Certification

ACTION TO BE TAKEN:

Authorize the Mayor to sign the grant agreement and certification statement with State Loan and Investment Board for the Monument Street overlay project.

SUMMARY OF INFORMATION:

In FY17-18 the City allocated \$17,588 in consensus funds to be used for the City Shop roof repair project. The City did not need to use these funds for the project since the actual costs came in significantly under budget. Additionally, the final costs on the Mentock Park project came in \$557 under budget. Between the two, there is a remaining balance of consensus funds in the amount of \$18,146 that Council authorized to reallocate to the Monument Street project by Resolution in October 2017. The total cost of the project is budgeted for \$73,330 out of the General Fund. By reallocating the consensus funds, the City will receive grant revenue of \$18,146 to offset a portion of the project cost.

FISCAL IMPACT

The City will receive revenue in the amount of \$18,146 in FY17-18 to partially fund the Monument Street overlay project.

ATTACHMENTS

SLIB grant agreement and certification statement

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

Certification Statement
W.S. §§ 16-6-101, et seq., 16-6-201, et seq., & 16-6-1001

W.S. § 16-6-101, et seq. PUBLIC WORKS AND CONTRACTS

Contracts for construction, major maintenance, or renovation of any public structure or for any public work or improvements, if advertisement for bids is not required, shall be let to a resident of the state of Wyoming. If advertisement for bids is required, the contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. A "resident" for this purpose must be certified as a resident by the Department of Workforce Services prior to bidding upon the contract. A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of his certificate of residency with his bid.

W.S. § 16-6-201, et seq. PREFERENCE FOR STATE LABORERS

Wyoming labor shall be used on public works projects. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for employment from within the state or are not qualified to perform the work involved. The contract shall also contain a provision requiring specific acknowledgement of the requirements of W.S. § 16-6-203.

W.S. § 16-6-1001 CAPITAL CONSTRUCTION PROJECTS

Applicants must comply with all aspects of W.S. § 16-6-1001, if applicable, including but not limited to submitting a plan that promotes the employment of responsible Wyoming resident design firms, including professional architectural and engineering services.

Successful applicants for funds from the Office of State Lands and Investments for public works or capital construction projects must provide the signed statement below to the Office prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the applicant has complied with W.S. §§ 16-6-101, et seq., 16-6-201, et seq., and 16-6-1001 as indicated below:

1. W.S. § 16-6-1001(a)

- Complied with W.S. § 16-6-1001(a)
- Waiver approved; attach copy of written waiver provided to Governor
- N/A

2. W.S. § 16-6-1001(b)

- Complied with W.S. § 16-6-1001(a)
- Plan submitted to Governor (Date submitted: _____)

3. W.S. § 16-6-101, et seq.

- Complied with W.S. § 16-6-101, et seq.

4. W.S. § 16-6-201, et seq.

- Complied with W.S. § 16-6-201, et seq.

Date: _____

Signature
Mayor, City of Cody

Title

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Cody (Grantee), whose address is PO Box 2220, Cody, WY 82414.
2. **Purpose of Agreement.** On December 7, 2017 the State Loan and Investment Board (SLIB) approved a grant from Chapter 32, Capital Improvement Projects-Countywide Consensus List Awards, up to the amount of Eighteen thousand one hundred forty-six and 00/100 Dollars (\$18,146.00), to be used for the following SLIB-approved project:

Monument Street Overlay

The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it _____.
4. **Responsibilities of Grantee.** The Grantee agrees:
 - A. Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.
 - B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.

- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
 - E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
 - F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
 - G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards.
5. **Responsibilities of the Office.** The Office of State Lands agrees:
- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 32 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

- A. **To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**
 - (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

detailing the expenditures, the SLIB share, and SLIB share of Engineering.

- (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.
- (ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to "Countywide Consensus Grants" and clicking on "Grant Draft Request". Then, a "File Download" menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.
- (iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: CWC-15410 PA.
SLIB: 100%
LOCAL: 0%
Requested By: City of Cody
Project Description: Monument Street Overlay
Amount of Funds Approved for Project: \$18,146.00
Amount of Engineering Approved for Project should be: \$3,629.20

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature
Type the Name & Title for the Attest Signature
Type the Name of the Contact Person
Type the Phone number of the contact person
Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued

- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 100%.
- C. According to Chapter 32, Section 4(b)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable \$3,629.20.
- D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E. For questions about the form, reimbursement process, or eligible items please contact Sheila Palmer (Sheila.palmer1@wyo.gov or 307-777-7309).

7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.
- D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- L. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:

Bridget Hill, Director

Date

GRANTEE:
City of Cody

(Name and Title)

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Meg Pope

Megan Pope, Assistant Attorney General

12/13/17

Date

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement
Attachment A

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.

This form can be found on the Office's website by going to <http://lands.state.wy.us>, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".

The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.

For questions about the Certification, please contact Sheila Palmer(sheila.palmer1@wyo.gov or 307-777-7309).



4041 U.S. Highway 20—Post Office Box 900—Lusk, Wyoming 82225-0900
Telephone: 307-334-2170—Fax: 307-334-2407

October 19, 2017

Honorable Matt Hall
City of Cody
P.O. Box 2200
Cody, WY 82414

Dear Mayor Hall,

Please be advised that Bert Pond's term as representative to the Wyoming Municipal Power Agency's Board of Directors expires February 2018.

To provide for uninterrupted representation for your community, a resolution of appointment by the governing body of the City of Cody for a director is needed one week prior to the February 15, 2018 Board of Director's meeting. The appointment will be for a three-year term ending February 2021.

Should you have any questions about this important matter, please contact me.

Respectfully,

A handwritten signature in blue ink that reads "Rosemary Henry".

Rosemary Henry
Executive Director

cc: Zane Logan, Chairman
Bert Bond, Vice Chairman

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ANIXTER INC					
	3763592-00	STREETLIGHT REPAIRS	12/15/2017	1,627.00	.00
Total :				1,627.00	.00
Total ANIXTER INC:				1,627.00	.00
BLUE CROSS BLUE SHIELD OF WYOMING					
	121817	INSURANCE PREMIUM - JAN 2018	12/18/2017	121,274.07	.00
Total :				121,274.07	.00
Total BLUE CROSS BLUE SHIELD OF WYOMING:				121,274.07	.00
BORDER STATES INDUSTRIES, INC					
	914308576	Meter F2S 1ph 240v meter C200	12/07/2017	253.76	.00
	914355291	Meter F2S 1ph 240v meter C200	12/14/2017	126.88	.00
	914355291	F14/15/16S 3ph 4w c200 120-480v	12/14/2017	2,992.88	.00
Total :				3,373.52	.00
Total BORDER STATES INDUSTRIES, INC:				3,373.52	.00
BRUCO, INC					
	366195	REPAIR VACUUM	11/24/2017	43.37	.00
Total :				43.37	.00
Total BRUCO, INC:				43.37	.00
CHRISTIE, LOGAN					
	103117	VIDEO SURVEILLANCE FOR CASE	10/31/2017	225.00	.00
Total :				225.00	.00
Total CHRISTIE, LOGAN:				225.00	.00
CHUCKS LAWN CARE					
	31692	TRIM RIGHT OF WAY FOR GARBAGE TRUCKS	12/01/2017	1,105.00	.00
	31693	TRIM RIGHT OF WAY FOR GARBAGE TRUCKS	11/29/2017	390.00	.00
	31694	TRIM RIGHT OF WAY FOR GARBAGE TRUCKS	11/29/2017	390.00	.00
Total :				1,885.00	.00
Total CHUCKS LAWN CARE:				1,885.00	.00
CITY OF CODY					
	123117	UTILITIES	12/31/2017	722.79	.00
	123117	UTILITIES	12/31/2017	5,598.47	.00
	123117	UTILITIES	12/31/2017	2,386.97	.00
	123117	UTILITIES	12/31/2017	2,431.04	.00
	123117	UTILITIES	12/31/2017	7,293.11	.00
	123117	UTILITIES	12/31/2017	1,142.37	.00
	123117	UTILITIES	12/31/2017	294.25	.00
	123117	UTILITIES	12/31/2017	460.82	.00
	123117	UTILITIES	12/31/2017	2,609.11	.00
	123117	UTILITIES	12/31/2017	9,532.55	.00
	123117	UTILITIES	12/31/2017	565.85	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	123117	UTILITIES	12/31/2017	2,292.39	.00
	123117	UTILITIES	12/31/2017	52.97	.00
	123117	UTILITIES	12/31/2017	2,224.27	.00
Total :				37,606.96	.00
Total CITY OF CODY:				37,606.96	.00
CLARKE, WILLIAM CODY					
	1893	REC CENTER REFUND	12/12/2017	84.00	.00
Total :				84.00	.00
Total CLARKE, WILLIAM CODY:				84.00	.00
CODY ROTARY CLUB					
	1321	ROTARY DUES	10/18/2017	33.00	.00
	1321	ROTARY DUES	10/18/2017	33.00	.00
Total :				66.00	.00
Total CODY ROTARY CLUB:				66.00	.00
CUMMINS INC					
	004-55595	TROUBLE SHOOT KOA STATION	12/02/2017	1,198.35	.00
Total :				1,198.35	.00
Total CUMMINS INC:				1,198.35	.00
DOLLARD, JOSH					
	0045-494-9888	REIMBURSE FOR JOURNEYMAN EXAM	12/15/2017	105.00	.00
Total :				105.00	.00
Total DOLLARD, JOSH:				105.00	.00
ELTON, MONICA					
	1894	REC CENTER REFUND	12/12/2017	29.50	.00
Total :				29.50	.00
Total ELTON, MONICA:				29.50	.00
ENGINEERING ASSOCIATES					
	3712037	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	12/21/2017	2,743.24	.00
	3712037	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	12/21/2017	6,484.01	.00
	3712037	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	12/21/2017	3,242.00	.00
	3712038	PROJECT NO 14111.02 WWTF PHASE 2 PROCESS DESIGN	12/21/2017	14,789.00	.00
Total :				27,258.25	.00
Total ENGINEERING ASSOCIATES:				27,258.25	.00
ERICKSON, EDGAR					
	121917	REFUND OVER PAYMENT ON MC-1711-052	12/19/2017	50.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				50.00	.00
Total ERICKSON, EDGAR:				50.00	.00
FED-EX					
	4277387940	CABLE FREIGHT	12/06/2017	353.16	.00
Total :				353.16	.00
Total FED-EX:				353.16	.00
FRANKENBERRY II, RONALD					
	14.1790.15	REFUND DEPOSIT	12/19/2017	178.78	.00
Total :				178.78	.00
Total FRANKENBERRY II, RONALD:				178.78	.00
GLOBAL TECHNOLOGY RESOURCES INC					
	IC0440994	COMPUTER SUPPORT	12/21/2017	819.00	.00
Total :				819.00	.00
Total GLOBAL TECHNOLOGY RESOURCES INC:				819.00	.00
GRAHAM DIETZ & ASSOCIATES					
GDA ENGINEERS	171133-00003	BEACON HILL WATER TANK	12/15/2017	6,018.28	.00
GDA ENGINEERS	171133-00003	BEACON HILL WATER TANK	12/15/2017	2,964.22	.00
Total :				8,982.50	.00
Total GRAHAM DIETZ & ASSOCIATES:				8,982.50	.00
HOVLAND, KATHY					
	1900	REC CENTER REFUND	12/15/2017	150.50	.00
Total :				150.50	.00
Total HOVLAND, KATHY:				150.50	.00
J & S CORPORATION					
BIG HORN GLASS	37507	HANDICAPPED OPENER AND RACQUETBALL COURTS	11/30/2017	281.25	.00
Total :				281.25	.00
Total J & S CORPORATION:				281.25	.00
KARLIK, LESLIE					
	1895	REC CENTER REFUND	12/12/2017	34.00	.00
Total :				34.00	.00
Total KARLIK, LESLIE:				34.00	.00
KITCHEN, SCOTT					
	123017	REIMBURSEMENT FOR MILEAGE	12/21/2017	32.26	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				32.26	.00
Total KITCHEN, SCOTT:				32.26	.00
LARGE, CHRISTOPHER					
	1896	REC CENTER REFUND	12/12/2017	68.00	.00
Total :				68.00	.00
Total LARGE, CHRISTOPHER:				68.00	.00
MILLER TREE SERVICE LLC					
	0000249	RIGHT OF WAY CLEARING	12/18/2017	5,200.00	.00
Total :				5,200.00	.00
Total MILLER TREE SERVICE LLC:				5,200.00	.00
NORTHWEST PIPE					
	1906909	3/4" K soft copper tubing	12/05/2017	228.00	.00
Total :				228.00	.00
Total NORTHWEST PIPE:				228.00	.00
PARK COUNTY CIRCUIT COURT					
	12152017	CV-2017-565	12/15/2017	48.75	48.75
Total :				48.75	48.75
Total PARK COUNTY CIRCUIT COURT:				48.75	48.75
PARK COUNTY WEED AND PEST					
	20172853	HOUSE HOLD HAZARDOUS WASTE DAY COLLECTION	12/14/2017	7,760.96	.00
Total :				7,760.96	.00
Total PARK COUNTY WEED AND PEST:				7,760.96	.00
POWELL VALLEY RECYCLING					
	120517	BALING WIRE	12/05/2017	1,120.00	.00
Total :				1,120.00	.00
Total POWELL VALLEY RECYCLING:				1,120.00	.00
PROFORCE LAW ENFORCEMENT					
	325722	NEW GLOCKS FOR OFFICERS	10/24/2017	2,106.00	.00
	329481	TASER SUPPLIES	11/30/2017	355.95	.00
Total :				2,461.95	.00
Total PROFORCE LAW ENFORCEMENT:				2,461.95	.00
QUALITY ASPHALT PAVING, INC					
	1703	ASPHALT PATCHING - 11TH ST	12/12/2017	2,100.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				2,100.00	.00
Total QUALITY ASPHALT PAVING, INC:				2,100.00	.00
QUEEN, JILL					
	1897	REC CENTER REFUND	12/12/2017	100.00	.00
Total :				100.00	.00
Total QUEEN, JILL:				100.00	.00
RADAR SHOP					
	11316	RADAR RECERTIFICATION	12/13/2017	1,024.00	.00
Total :				1,024.00	.00
Total RADAR SHOP:				1,024.00	.00
ROCKY MOUNTAIN DEVELOPMENT					
	17.0755.16	REFUND OVERPAYMENT	12/12/2017	281.62	.00
Total :				281.62	.00
Total ROCKY MOUNTAIN DEVELOPMENT:				281.62	.00
ROCKY MOUNTAIN POWER					
	121917	UTILITIES	12/19/2017	278.97	.00
	121917	UTILITIES	12/19/2017	30.39	.00
Total :				309.36	.00
Total ROCKY MOUNTAIN POWER:				309.36	.00
SABER PEST CONTROLL LLC					
	AUD107	PEST CONTROL - AUDITORIUM	11/28/2017	80.00	.00
	CH107	PEST CONTROL - CITY HALL	11/28/2017	60.00	.00
	P109	PEST CONTROL - PUBLIC WORKS	12/06/2017	25.00	.00
	P109	PEST CONTROL - PUBLIC WORKS	12/06/2017	25.00	.00
	P109	PEST CONTROL - PUBLIC WORKS	12/06/2017	25.00	.00
	P109	PEST CONTROL - PUBLIC WORKS	12/06/2017	25.00	.00
	R108	PEST CONTROL RECYCLING/SANITATION	12/06/2017	60.00	.00
	REC109	PEST CONTROL - REC CENTER	11/28/2017	180.00	.00
	W108	PEST CONTROL WASTEWATER	12/06/2017	40.00	.00
Total :				520.00	.00
Total SABER PEST CONTROLL LLC:				520.00	.00
SAGE CIVIL ENGINEERING					
	2921	TRAIL HEAD PROJECT	12/11/2017	3,555.00	.00
Total :				3,555.00	.00
Total SAGE CIVIL ENGINEERING:				3,555.00	.00
SOTELO, DARCI					
	121917	REFUND CASH BOND MC-1611-033	12/19/2017	400.00	400.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				400.00	400.00
Total SOTELO, DARCI:				400.00	400.00
SPOMER, RON					
	1366-3A	REFUND ENCROACHMENT PERMIT FEE	12/13/2017	30.00	.00
Total :				30.00	.00
Total SPOMER, RON:				30.00	.00
STERLING CODIFIERS					
	20404	CODIFIERS	11/30/2017	614.00	.00
Total :				614.00	.00
Total STERLING CODIFIERS:				614.00	.00
SWINDLER, TERESA					
	1898	REC CENTER REFUND	12/12/2017	85.00	.00
Total :				85.00	.00
Total SWINDLER, TERESA:				85.00	.00
SYSTEMS GRAPHICS INC					
ADVANCED INFO SYSTEMS	14131	CYCLE 1 OUTSOURCE BILLS	12/21/2017	2.41	.00
ADVANCED INFO SYSTEMS	14131	CYCLE 1 OUTSOURCE BILLS	12/21/2017	47.19	.00
ADVANCED INFO SYSTEMS	14131	CYCLE 1 OUTSOURCE BILLS	12/21/2017	69.81	.00
ADVANCED INFO SYSTEMS	14131	CYCLE 1 OUTSOURCE BILLS	12/21/2017	30.03	.00
ADVANCED INFO SYSTEMS	14131	CYCLE 1 OUTSOURCE BILLS	12/21/2017	265.50	.00
ADVANCED INFO SYSTEMS	14134	CYCLE 2 OUTSOURCE BILLS	12/21/2017	1.04	.00
ADVANCED INFO SYSTEMS	14134	CYCLE 2 OUTSOURCE BILLS	12/21/2017	20.39	.00
ADVANCED INFO SYSTEMS	14134	CYCLE 2 OUTSOURCE BILLS	12/21/2017	30.16	.00
ADVANCED INFO SYSTEMS	14134	CYCLE 2 OUTSOURCE BILLS	12/21/2017	12.97	.00
ADVANCED INFO SYSTEMS	14134	CYCLE 2 OUTSOURCE BILLS	12/21/2017	114.72	.00
Total :				594.22	.00
Total SYSTEMS GRAPHICS INC:				594.22	.00
THE OFFICE SHOP INC					
	73831	COPIER CONTRACT - POLICE	12/11/2017	743.52	.00
Total :				743.52	.00
Total THE OFFICE SHOP INC:				743.52	.00
TUNDRA GENERAL CONTRACTORS, LLC					
	9201716	REMOVE SIDEWALK AND INSTALL ADA RAMP	12/11/2017	4,609.00	.00
	9201717	REMOVE & REPLACE 15' OF CURB AND GUTTER	12/11/2017	564.00	.00
	9201718	PREP & PLACE 15' OF SIDEWALK	12/11/2017	743.00	.00
	9201719	REMOVE & REPLACE 85' OF DOUBLE GUTTER	12/11/2017	5,481.00	.00
Total :				11,397.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total TUNDRA GENERAL CONTRACTORS, LLC:				11,397.00	.00
WEBB, DOUGLAS					
	121317	WITNESS FEES MC-1710-052	12/13/2017	5.00	.00
Total :				5.00	.00
Total WEBB, DOUGLAS:				5.00	.00
WELCH, ROBBI					
	1899	REC CENTER REFUND	12/12/2017	50.00	.00
Total :				50.00	.00
Total WELCH, ROBBI:				50.00	.00
WESCO RECEIVABLES CORP					
	163809	CABLE	12/01/2017	2,850.00	.00
	164907	SAFETY SUPPLIES	12/05/2017	233.45	.00
	166591	SAFETY SUPPLIES	12/12/2017	317.58	.00
	166593	SAFETY SUPPLIES	12/12/2017	9.65	.00
Total :				3,410.68	.00
Total WESCO RECEIVABLES CORP:				3,410.68	.00
WESTERN UNITED ELECTRIC SUPPLY					
	4108094	CABINET, 3 PHASE FUSE 600 AMP	12/18/2017	7,013.33	.00
	4108095	Xfmr 3 ph 75KVA URD 120/208 7200	12/18/2017	6,197.87	.00
Total :				13,211.20	.00
Total WESTERN UNITED ELECTRIC SUPPLY:				13,211.20	.00
WYOMING LAW ENFORCEMENT ACADEMY					
	U-10426	TRAINING - C20	11/29/2017	165.00	.00
Total :				165.00	.00
Total WYOMING LAW ENFORCEMENT ACADEMY:				165.00	.00
WYOMING PEACE OFFICERS ASSC.					
	2018	ANNUAL DUES - 20 OFFICERS	01/01/2018	200.00	.00
Total :				200.00	.00
Total WYOMING PEACE OFFICERS ASSC.:				200.00	.00
Grand Totals:				261,340.73	448.75
				Payroll 12/27/17	230,123.77
					491,464.50

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"
-

MEETING DATE: JANUARY 2, 2018
DEPARTMENT: PARKS & REC DEPARTMENT
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Beck Lake Fishing Pier Replacement

ACTION TO BE TAKEN

Motion from City Council to allow Mayor Hall to enter into an agreement with the Shoshone Recreation District and KB Nelson Construction for the construction of a fishing pier at New Cody Reservoir.

SUMMARY OF INFORMATION

This agreement is to allow the Shoshone Recreation District to complete a replacement fishing pier at the New Cody Reservoir. The construction will be completed by KB Nelson Construction Inc. starting January 15, 2018. The SRD will pay for the structure to be built. The contract is for a not to exceed amount of \$33,800. Upon completion the City will be billed from the SRD in the amount of \$14,040. Any overages and consulting fees will be paid by the SRD directly to the vendor/engineer.

On August 1, 2017, during the regular City Council meeting, City Council gave permission to SRD to construct the pier on City property. An engineer and contractor were contacted to complete the project. It is a very popular fishing access especially for fishermen that are disabled or wheelchair bound.

FISCAL IMPACT

Upon project completion the City will be billed from the SRD the City's matching portion of \$14,040 from public improvement fund.

ALTERNATIVES

1. Approve the request to sign the construction contract.
2. Deny the request and ask the SRD to pay the entire amount.

ATTACHMENTS

1. Construction contract between City of Cody, Shoshone Recreation District, and KB Nelson Construction.
2. Exhibit 1—Construction plans from JL Engineering
3. Exhibit 2—Construction Estimate
4. City Council Agenda Request from August 1, 2017, City Council meeting

AGENDA ITEM NO. _____

CONTRACT

The parties to this Contract are the City of Cody, a Wyoming municipal corporation, (hereinafter referred to as City); KB NELSON CONSTRUCTION, INC., a Wyoming corporation, (hereinafter referred to as Contractor); and the Shoshone Recreation District, a Wyoming recreation district formed pursuant to the laws of the State of Wyoming (hereinafter SRD). The parties hereby enter into this Contract as of the date last executed by all the parties below:

WHEREAS

a. City is a municipal corporation in the state of Wyoming, which owns New Cody Reservoir in Beck Lake Park, a public park in Cody, Wyoming. City wishes to construct a new fishing pier at New Cody Reservoir to replace the former fishing pier that the City removed in 2018 because that fishing pier had deteriorated and was unsafe.

b. Contractor is a building contractor with the professional experience, expertise and knowledge to build a new fishing pier on New Cody Reservoir.

c. SRD wishes to contract with Contractor, and pay for Contractor to perform the work of building the new reservoir at New Cody Reservoir in Beck Lake Park.

d. Contractor has offered to build a new fishing pier for a total amount not to exceed \$33,800.00 (Thirty Three Thousand, Eight Hundred and no/100 Dollars).

e. City, SRD and Contractor wish to enter into this Contract to set forth the terms and conditions of the agreement between the parties for the construction of the fishing pier at New Cody Reservoir.

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

1. Contractor will construct and install a new fishing pier on New Cody Reservoir in the location of the former fishing pier, which location shall be subject to approval by the City. The Contractor shall provide all labor and materials for the project, including but not limited to, excavation, concrete work, construction, and labor.

2. Contractor will commence work on January 15, 2018, and will complete all work on or before February 19, 2018.

3. Contractor will perform work in a professional and workmanlike manner according to the standards of the industry, and in compliance with all applicable safety and building codes. Contractor shall perform its work according to specifications, designs and drawings provided by City's engineer (JL Engineering), as shown the attached Exhibit 1, which Exhibit is expressly incorporated and adopted as part of this Contract. Contractor shall be responsible for maintaining a safe, clean and organized work site, and for providing appropriate supervision of the site for the safety and welfare of its employees, agents, subcontractors, and for the general public. CONTRACTOR shall comply with applicable local, state and federal laws and regulations, and shall be responsible for obtaining all permits, licenses, inspections and approvals.

4. Pursuant to W.S. 16-6-112, CONTRACTOR shall furnish a bond to SRD which complies with the requirements of W.S. 16-6-112(a)(i) through iv). CONTRACTOR may, with approval of the City, provide another form of guarantee that complies with the same statute.

5. SRD shall pay to Contractor, for all materials, labor and costs, an amount not to exceed \$33,800. Attached to and incorporated with this Contract is a copy of Contractor's estimate for the work dated December 8, 2017, which estimate is incorporated as part of this Contract as Exhibit 2. This amount shall include payment for any and all labor and materials. Contractor understands that Contractor's total compensation for all fees, labor, materials and costs shall not exceed this amount, and SRD shall not be liable to Contractor for any payment in excess of \$33,800. Contractor shall provide detailed invoices to SRD and CITY showing the percentage of the work completed, and the materials used in construction. Pursuant to Section 16-6-116 of the Wyoming Statutes, final and full payment shall be made to the Contractor under the price terms of the Contract Documents no later than the 41st day after the first publication date of notice of acceptance of the completed work hereunder. Further, the Contractor shall execute and file with the Clerk of the Board of Trustees of the Owner the sworn statement required by Section 16-6-117 of the Wyoming Statutes as a condition precedent to receiving final payment from the Owner.

6. Contractor has reviewed the drawing shown as Exhibit 1, and has inspected and is familiar with the proposed site and conditions at New Cody

Reservoir for the fishing pier. Contractor represents that it has the requisite knowledge, skill and experience to construct the pier according to perform the work described in this Contract.

7. If Contractor fails to complete the project satisfactorily on or before February 19, 2018, Contractor shall pay to the SRD liquidated damages for such failure in the amount of \$200 per day, unless otherwise agreed by the parties..

8. Upon inspection and acceptance of the work by SRD and CITY, the fishing pier will become property of the CITY.

9. After SRD has made final payment to CONTRACTOR for the work, SRD may submit an invoice or demand to CITY for up to a maximum of \$14,040.00, and CITY shall pay such amount.

10. Contractor warrants the labor, materials and workmanship on the project for a period of one year from the date of completion.

11. This contract constitutes the complete and final agreement between the parties. There are no other agreements, covenants or promises outside the scope of this written contract, except as provided above.

12. This contract may be modified or amended only by a written amendment, signed and authorized by both parties.

13. City of Cody is a governmental entity in Wyoming, and by entering into this agreement, does not waive its governmental or sovereign immunity under law. The City of Cody expressly reserves the right to assert immunity as a defense in any claim or action arising out of this agreement. Nothing in this agreement shall be construed as a waiver of the City's defenses, limitations of liability or immunities under the Wyoming Constitution and Wyoming law.

THE REST OF THIS PAGE IS LEFT

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KB Nelson Construction, Inc.

By: _____

January ____, 2018.

Title _____

CITY OF CODY

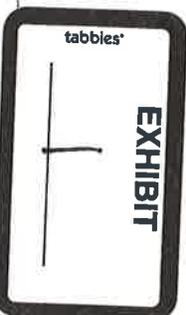
BY: _____

January ____, 2018

MATT HALL, MAYOR

ATTEST:

CYNTHIA D. BAKER,
Clerk



CITY OF CODY PARKS & RECREATION

NEW CODY RESERVOIR FISHING PIER

PROJECT NO. : 2017-02

CODY, WYOMING

DESIGN DATA/GENERAL NOTES

SPECIFICATIONS: IBC 2012/2015
 ACI 318-08 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY
 2005 ASD/LRFD NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION
 ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES

ROOF LOADINGS: DEAD LOADS - AS ESTIMATED/CALCULATED
 ROOF LIVE - 20 PSF
 GROUND SNOW - 20 PSF
 WIND LOAD - 89 MPH W/ 3-SECOND GUST OF 115 MPH

WOOD/LUMBER: PRESSURE TREATED UNLESS NOTED OR APPROVED OTHERWISE

CONCRETE: MINIMUM 28 DAY COMPRESSIVE STRENGTH (f'c) SHALL BE 3000 PSI.

REINFORCING STEEL: fy = 40 KSI, GRADE 40 (MINIMUM)

SOILS: ASSUMED ALLOWABLE BEARING CAPACITY = 2500 PSF
 (IF QUESTIONABLE MATERIAL IS ENCOUNTERED,
 JL ENGINEERING, LLC SHALL BE CONTACTED BEFORE
 FURTHER CONSTRUCTION IS CONTINUED).

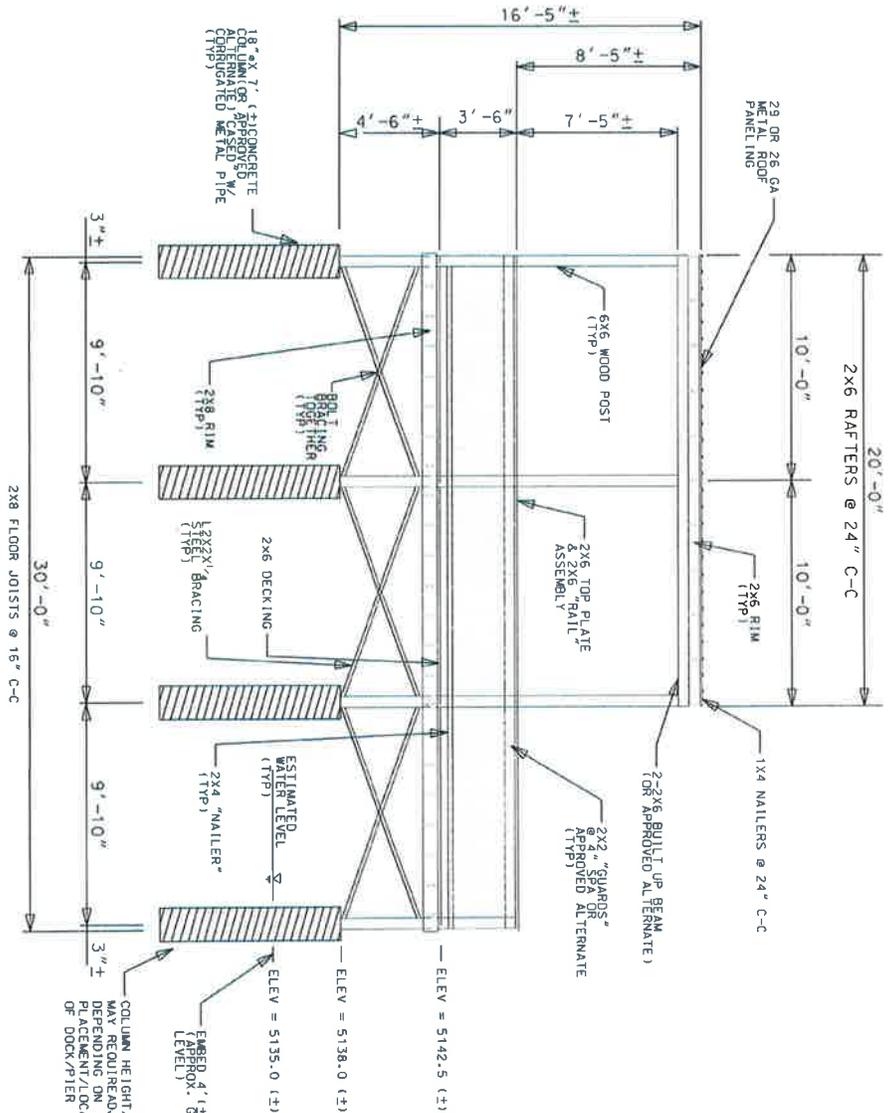
GENERAL NOTES: JL ENGINEERING, LLC MAKES NO GUARANTEES OR
 WARRANTIES (EXPRESSED OR IMPLIED) FOR THE EXISTING
 SOILS CONDITIONS.

INDEX OF DRAWINGS

DRAWING:	SHEET NO.
TITLE SHEET	1
ELEVATION VIEWS	2-3
SIDE VIEW & RAMP	4
MISC. DETAILS	5



TITLE CITY OF CODY PARKS & RECREATION NEW CODY RESERVOIR FISHING PIER CODY, WYOMING	REV 11/14/17 SHEET 1 OF 5
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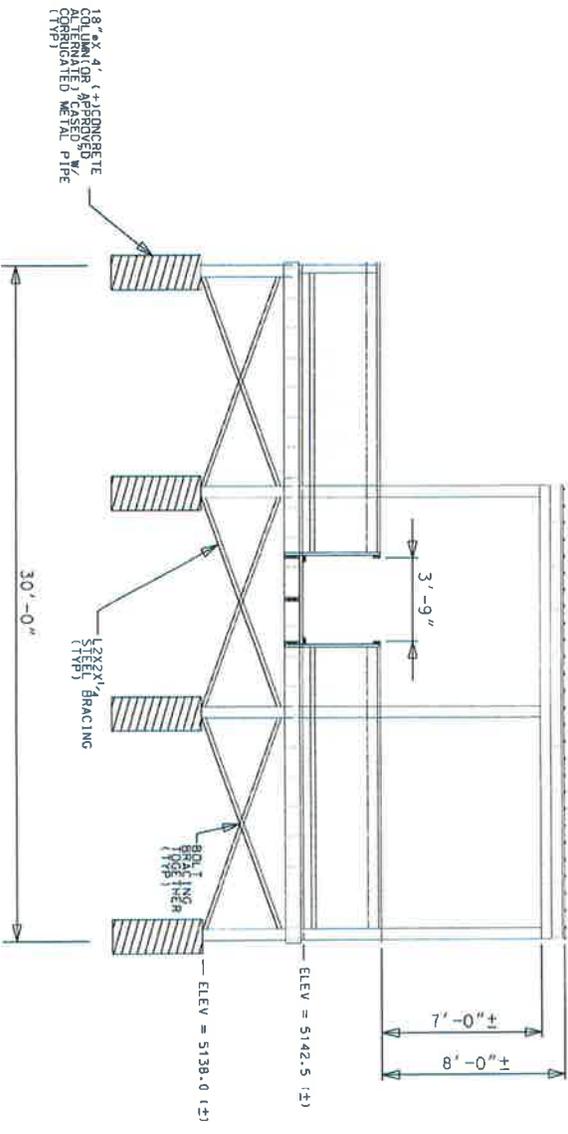


FRONT ELEVATION

- NOTES:
- 1) DEWATERING - A COFFER DAM AND PUMP SYSTEM MAY BE REQUIRED DEPENDING ON PLACEMENT PROCEDURE, PLACEMENT LOCATION, AND TIME OF CONSTRUCTION.
 - 2) FASTENERS-CLIPS/HANGERS SHALL BE SIMPSON STRONG TIE OR ALTERNATE PRODUCT OR APPROVED ALTERNATE. MIN (UPLIFT) FOR RAFTERS 220 LB (UNFACTORED).
 - 3) AN APPROVED COMPOSITE DECKING MATERIAL MAY BE USED UPON SUBMITTAL AND PRICE/QUOTE APPROVAL.



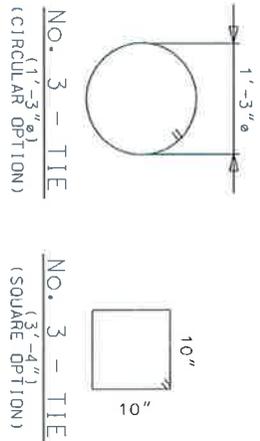
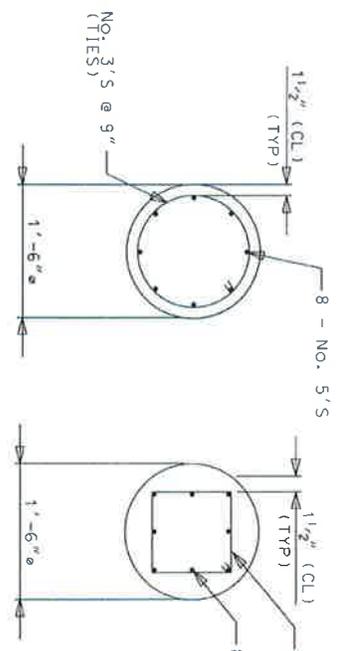
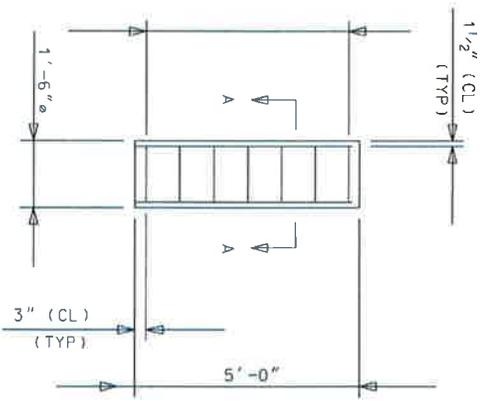
ELEVATION VIEWS
 CITY OF CODY PARKS & RECREATION
 NEW CODY RESERVOIR
 FISHING PIER
 CODY, WYOMING
 REV 12/01/17
 SHEET 2 OF 5



REAR ELEVATION



ELEVATION VIEWS
 CITY OF CODY PARKS & RECREATION
 NEW CODY RESERVOIR
 FISHING PIER
 CODY, WYOMING
 REV 12/01/17
 SHEET
 3 OF 5

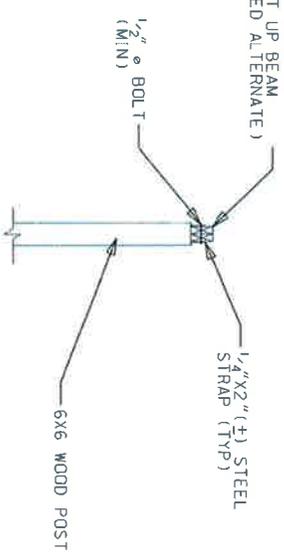


CONCRETE COLUMN/FOUNDATION DETAIL

SQUARE COLUMN MAY BE USED (OR APPROVED ALTERNATE)

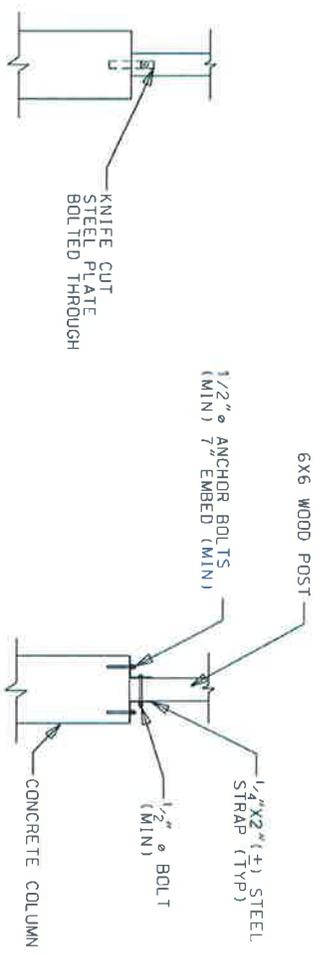
SECTION A-A
ROUND OR SQUARE TIE OPTIONS (SPIRAL MAY BE USED)

2-2X6 BUILT UP BEAM (OR APPROVED ALTERNATE)



HEADER/BEAM - POST CONNECTION

(OR APPROVED ALTERNATE)



ANCHOR BOLTS-STRAPS

POST - COLUMN CONNECTION OPTIONS

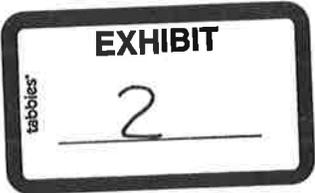
(OR APPROVED ALTERNATE)

- NOTES:**
- POST TO COLUMN FASTENER MAY BE A SIMPSON STRONG-TIE TYPE CONNECTOR WITH MINIMUM UPLIFT CAPACITY OF 1300 LBS. (OR APPROVED ALTERNATE)
 - HEADER TO POST CONNECTIONS MAY BE SIMPSON STRONG-TIE CONNECTORS OR SIMILAR PRODUCT WITH MINIMUM UPLIFT CAPACITY OF 220 LBS./COLUMN. (OR APPROVED ALTERNATE)

MISC. DETAILS



CITY OF CODY PARKS & RECREATION
NEW CODY RESERVOIR
FISHING PIER
CODY, WYOMING
REV 11/14/17
SHEET 5 OF 5



KB Nelson Construction, Inc.

408 Blackburn Ave PO Box 693
Cody, WY 82414
307-527-5621 527-5989

Estimate Presented To: Cody Parks & Recreation
Job Location: Beck Lake Park New Cody reservoir

Date: 12/8/17

Job Description: Contract Fishing Pier

Excavation	\$2,000.00
Concrete	\$7,000.00
Materials	\$10,000.00
Misc	\$1,800.00
Labor & Equipment	\$ 13,000.00
Total	\$ 33,800.00

Total Estimate : \$33800.00

Any alteration or deviation from above specifications involving extra costs will be billed out at invoice cost plus standard labor charge and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire, tornado, builder's risk and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by K B Nelson Construction.

In the event that KB Nelson Construction, Inc. is forced to employ an attorney for collection of amount due, the client will be responsible for ALL reasonable attorney's fees, plus all reasonable expenses incurred including filing fees and court costs should litigation be necessary.

Subrogation Waiver: All parties waive their rights against each other for any damages caused by fire or other peril covered by any property insurance.

This estimate is for completion of the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. This estimate is valid for 30 days from the above date.

Job Estimated by: Thomas Thompson

Signature of acceptance by authorized personnel

Date

MEETING DATE: AUGUST 1, 2017
DEPARTMENT: PARKS AND REC
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: JL ENGINEERING, KB
NELSON CONTRACTORS

Beck Lake Park Remove and Replace ADA Fishing Pier

ACTION TO BE TAKEN:

Motion to allow the Shoshone Recreation District (SRD) to replace and install the damaged fishing pier at Beck Lake Park. If approved by City Council and the SRD, this work will be completed and paid for by Shoshone Recreation District and possibly the Park County P&R Board. The SRD will contract with a licensed general contractor to complete the work.

SUMMARY OF INFORMATION:

The SRD received three quotes and KB was the lowest priced quote at **\$32,700**. The SRD received estimates from Game and Fish and there costs for similar structures were \$45,000 and \$75,000. Quotes from Tundra and Nicholson Dirt, were requested but we did not receive responses from them for this project because they are already very busy. The pier has been damaged for several years and was removed in June 2017.

We have received many replies in favor of the replacement of the pier. The requests came from SRD board members and past SRD members that place high value in the project.

FISCAL IMPACT

Construction costs will be made from the Shoshone Rec District. Since this is a replacement of damaged equipment additional labor from the Parks Department staff will not be required to maintain the facility.

ALTERNATIVES

1. Approve the request and allow the SRD to replace the ADA fishing pier at Beck Lake Park.
2. Deny the request for the SRD to reconstruct the pier.
3. Revise the plans as at City Council's discretion.

ATTACHMENTS

1. Plans from JL Engineering

AGENDA & SUMMARY REPORT TO: (Rick sent agenda request to listed)

1. JL Engineering
2. KB Nelson Contractors

AGENDA ITEM NO. _____

MEETING DATE:	JANUARY 2, 2018
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, 3rd 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 3rd Reading of the proposed ordinance. For a general summary of the proposed ordinance, please see the Agenda Summary for the December 5, 2017 meeting. For those of the public that have not been following the proposed ordinance, the infill concept set forth in the ordinance has general support from the City Council, Planning and Zoning Board, and staff. The one continuing topic of discussion/disagreement is whether or not the access drives serving these infill subdivisions should be required to be paved, or only gravel.

Before getting into the information staff will present in this report, I want to point out that I believe that all involved in this discussion, both Council and Staff, are wanting to do what they believe is right. The fact that we are having a healthy discussion points to the fact that sometimes it takes a lot of work to try and figure out what is right and best for the community. The lack of public participation up to this point also leaves us trying to make educated guesses as to what the public preference would be.

In the staff report for the December 19, 2017 meeting, staff presented the results of a sound study and cost estimates as a reason for why pavement should be the standard. Sound impacts to neighbors are 1 ½ to 2 ½ times as loud from a gravel lane as from a paved lane (approximately 65 dBA versus 50 dBA for a passing car at 10 MPH). Since these access drives could be as close as ten feet from the home of a neighboring property owner, minimizing sound through the use of pavement was recommended. The cost difference between installing pavement instead of gravel per 100-foot length of access drive is approximately \$1,850 if 12 feet wide and \$2,775 if 18 feet wide. Applied to the infill situation, asphalt costs would be roughly 1 to 2 percent of the cost of creating a lot and building a house on it.

STAFF PRESENTATION:

The following items are specific considerations that may not have previously been identified or fully discussed. With some, the information is easily calculated, while other items are more conceptual.

AGENDA ITEM NO. _____

What are the traffic levels of a 5-lot infill subdivision, as compared to a single dwelling?

The Institute of Traffic Engineers calculates an average of 9.57 one-way vehicle trips per single-family dwelling. If each dwelling in an infill subdivision produces that much traffic, it is the difference between a vehicle driving by 9 times versus 47 times a day.

How does use of gravel/pavement affect property values of the lots in an infill subdivision?

Curb appeal is typically enhanced with asphalt—when not overdone. If the cost of asphalt is fully recovered by a resulting increase in the sales price/ value of the property, is it really a financial burden?

How does the use of gravel/pavement affect values of properties neighboring an infill subdivision?

- 1) Will the use of gravel surfacing negatively affect the ability of a neighbor to sell their home compared to if the gravel road was not there? Or if pavement were used?
- 2) Will the use of gravel in an infill subdivision be a disincentive for a neighbor to develop their land or at a “higher” level?
- 3) Will the option to use gravel be interpreted by developers as a disincentive to develop a quality subdivision in that neighborhood? (e.g. have a gravel lane run behind the homes in their new traditional subdivision.) Full-time developers indicate that neighborhood character is a major factor in deciding where they develop.
- 4) Like it or not, people make real estate decisions based on not just the character of a house, but the character of the neighborhood. What difference does gravel/pavement make to the character of the neighborhood, and how does that affect property values?

If gravel is used, are there any cumulative impacts?

If infill subdivisions become popular in a neighborhood, will the cumulative effects of dust and mud trackout onto the public streets cause problems throughout the neighborhood? Dust from one road may impact only one neighbor, whereas could twenty gravel roads have a cumulative impact with dust as well as sand and dirt that is tracked out onto the public streets?

What does allowing gravel do to the likelihood of the access drive being paved in the future?

If pavement is required up front, it involves a single party (the developer) and is simply factored into the cost of the lots. To attempt to pave the access drive after the fact means trying to coordinate the timing and costs among several property owners. If one of the intents of the infill ordinance is realized, many of the people living in these subdivisions will be first-time homebuyers. Even if they decide after purchasing that pavement would reduce their sand, dirt and noise issues, many will not have the financial ability to make the lump sum purchase of an asphalt road. Whereas, if the asphalt is installed up front and is included in the lot price, it is bundled with the rest of the financial transaction.

If gravel is allowed, what will be the demand on city staff to enforce sufficient maintenance?

Another consideration.

AGENDA ITEM NO. _____

FISCAL IMPACTS

If gravel is allowed there is a concern that there would be a demand for increased sweeping/maintenance of the City streets. Conceptually, in the long term, additional housing provided on the residential infill lots would increase the property tax base without adding additional public infrastructure—a good thing. There is no immediate cost to the city budget.

ALTERNATIVES

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

RECOMMENDATION

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

ATTACHMENTS

Ordinance 2017-25, as amended.

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.

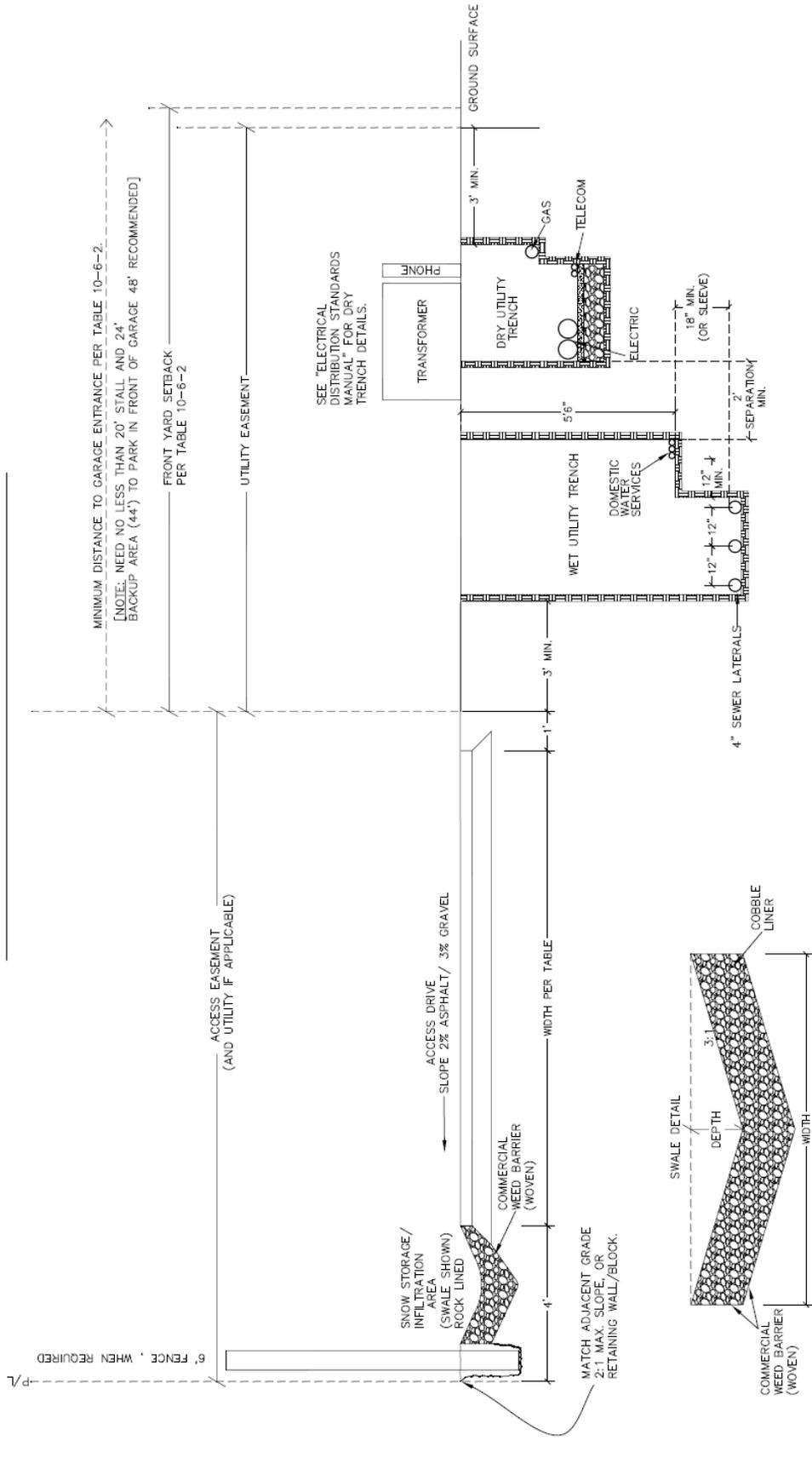
- ii. Entrance Requirement: The physical connection of the subdivision access drive to the public street shall consist of a paved entrance/exit extending from the curb cut (face of curb, or edge of roadway pavement if no curb exists), to a point at least twenty-five feet (25') from the public street,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

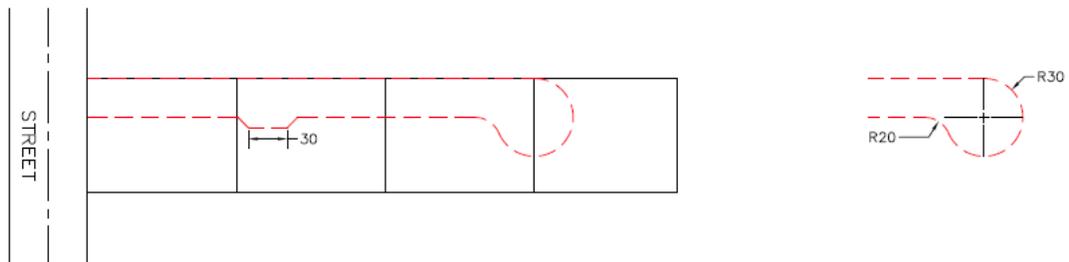
- iii. ~~Asphalt access drives shall be constructed to the following specifications and have engineering testing performed during construction to confirm:~~
- ~~a) Suitable sub-base material (native or imported) and compaction (minimum 95% density);~~
 - ~~b) Proper base course depth and compaction (minimum 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

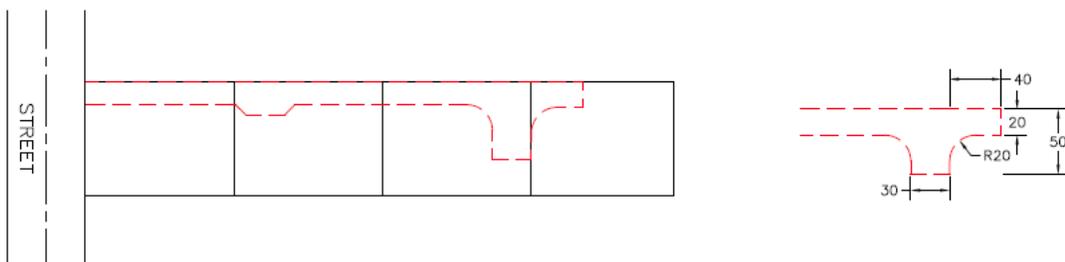


- v. In areas that have curb and gutter along the property frontage, the approach to the public street shall be constructed to the City's alley standard, with curb, gutter, and ADA-compliant sidewalk.
- vi. If the access drive connects to a major collector or arterial, the city engineer may require any 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.

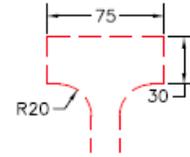
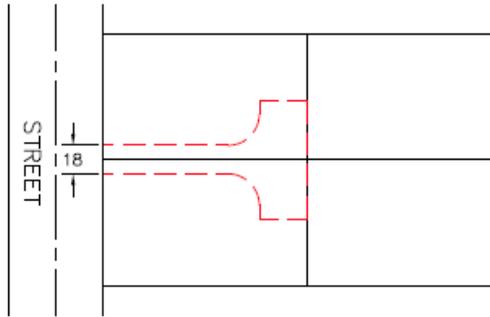
Cul-de-sac Option (Offset style shown—centered bulb also permitted):



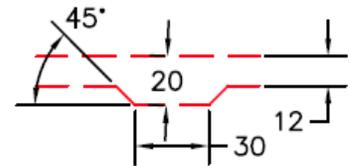
Boot Option:



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.

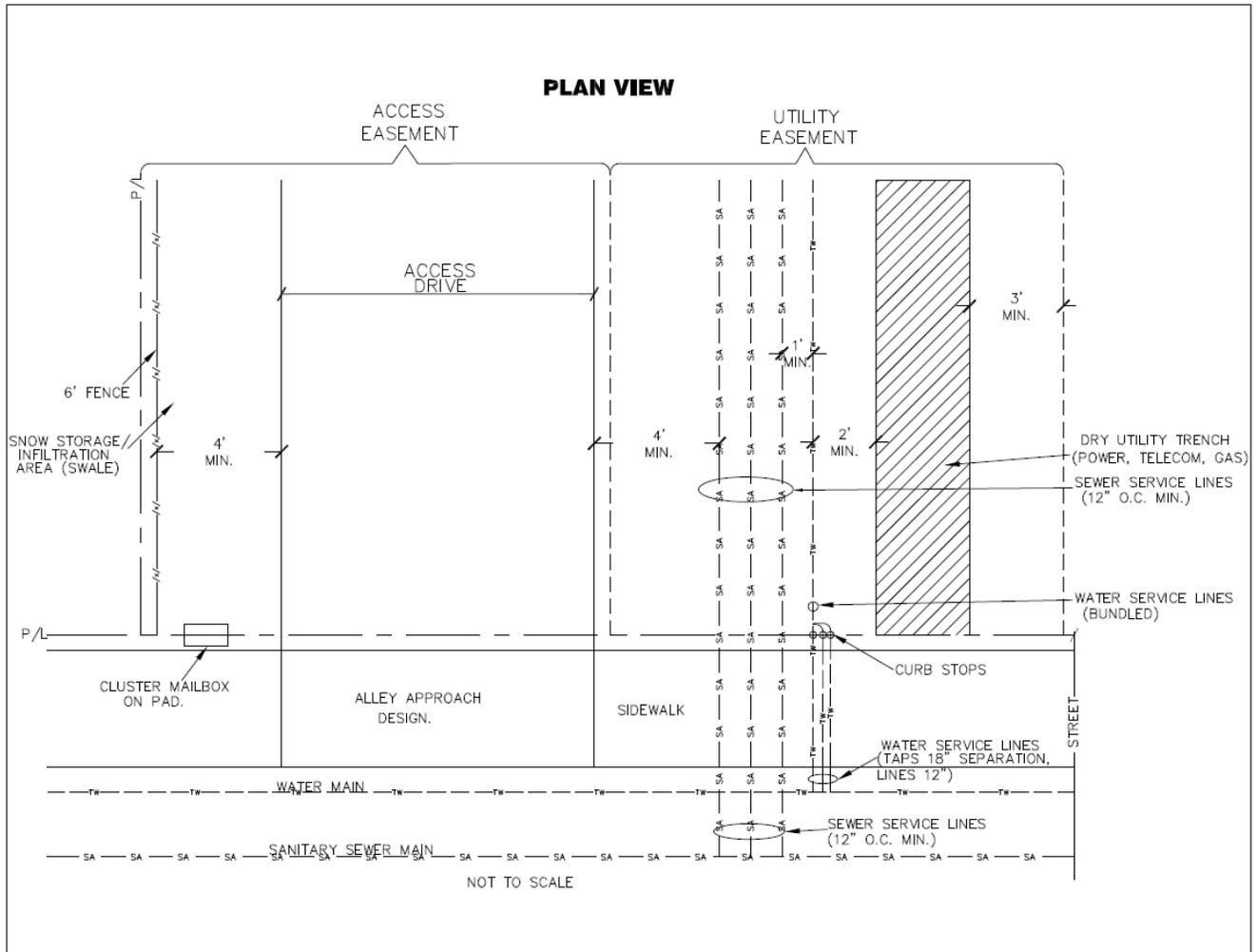


B. Utility Requirements

- 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.

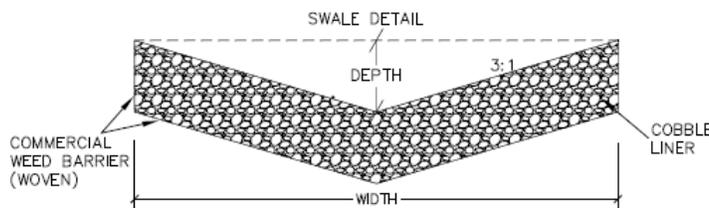
Minimum dimensions of infiltration trenches and swales, which extend the full length of the access drive are listed in the table below; provided, if the native soil has a high clay content (e.g. bentonite) or other low-permeability structure (e.g. hardpan), the applicant will need to coordinate storm 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 a 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. 2017-25

**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:	<u>December 5, 2017</u>
PASSED ON SECOND READING:	December 19, 2017
PASSED ON THIRD READING:	

Matt Hall, Mayor

Attest:

Cynthia Baker
Administrative Services Director

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
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: December 19, 2017

PASSED ON THIRD READING:

Matt Hall, Mayor

Attest:

Cynthia Baker
Administrative Services Director