

City of Cody City Council –
December 4, 2018

(Pre-Meeting to begin at 6:45 p.m. – to Review Meeting Agenda)

Regular Meeting 7:00 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

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 November 20, 2018 and Special Meeting from November 27, 2018.
- b. Authorize the Mayor to enter into and sign a revised agreement between the City of Cody and Yellowstone Recreations LLC as it relates to leasing the City bus for the 2018-2019 and 2019-2020 ski season, contingent upon providing proof of insurance and driver requirements.
- c. Vouchers and payroll in the amount of \$457,828.71.

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. Consider approving a subdivision variance to permit the proposed reconfigured clubhouse parcel to be served with a private access, rather than maintain frontage on Meadow Lane Ave.

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

December 11, 2018 – Tuesday – Legislative Dinner – 6:00 p.m.

December 18, 2018 – Tuesday – Regular Council Meeting 7:00 p.m.

**City of Cody
Council Proceedings
Tuesday, November 20, 2018**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, November 20, 2018 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, Glenn Nielson, Landon Greer, and Stan Wolz, City Administrator, Barry Cook, City Attorney Scott Kolpitcke 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 approve the agenda as presented. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Fritz to approve the consent calendar including Regular Minutes from November 6, 2018 and Special Meeting from November 13, 2018; authorize the Mayor to enter into and sign a Memorandum of Understanding between the City of Cody and the Shoshone Recreation District relating to reimbursement for a portion of the Parks and Recreation's Administrative Assistant compensation equal to the amount referred to as the "Employee Contribution" in to the Wyoming Retirement System; authorize an increase to the Parks & Recreation's Administrative Assistant hourly wage equivalent to the "employee's contribution" for Wyoming Retirement System (WRS). The increase to be retroactive to July 1, 2018, noting this increase would be 4.43% through August and then increase to 4.68% September 1st. Authorize automatic increases annually dependent upon any legislative change to the "employee's contribution" to WRS. If authorized, further approval would be through a budget amendment; authorize the Mayor to enter into and sign an agreement between the City of Cody and Yellowstone Recreations LLC as it relates to leasing the City bus for the 2018-2019 and 2019-2020 ski season, contingent upon providing proof of insurance and driver requirements and authorize the closure of Beck Avenue – 8th Street through 10th Street and the closure of 9th and 10th Streets on August 23rd and 24th for the 8th annual Cody Country Car Show, (CCCS) closure to include allowing parking within the City Park, noting CCCS will work with appropriate staff on details and provide proof of insurance prior to the event. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Ballinger to approve Vouchers in the amount of \$1,501,755.27. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

RESOLUTION 2018-12

A RESOLUTION ADOPTING THE 2018 INTERNATIONAL RESIDENTIAL CODE, AS MODIFIED. Council Member Anderson made a motion seconded by Council Member Wolz to approve Resolution 2018-12. Vote was unanimous.

RESOLUTION 2018-13

A RESOLUTION ADOPTING THE 2018 INTERNATIONAL PLUMBING CODE. Council Member Ballinger made a motion seconded by Council Member Wolz to approve Resolution 2018-13. Vote was unanimous.

ORDINANCE 2018-18 THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 11 – PRIVIES,
CESSPOOLS, ETC., DECLARED NUISANCES, REMOVAL WHERE CITY SEWER
AVAILABLE. Council Member Fritz made a motion seconded by Council Member Anderson
to approve Ordinance 2018-18 on Second Reading as amended. Voting favor were Council
Members Nielson, Ballinger, Fritz, Anderson, Wolz and Mayor Hall. Voting opposed was
Council Member Greer. Motion passed.

Meeting adjourned at 7:14 p.m.

Mayor Matt Hall

Cindy Baker, Clerk

City of Cody
Council Proceedings
Tuesday, November 27, 2018

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, November 27, 2018 at 4:15 p.m.

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

Absent: None

Mayor Hall called the meeting to order at 4:15 p.m.

The Governing Body discussed the Trailhead Planned Unit Development Plan. No action was taken.

The Governing Body discussed a request from Randy Olsen to consider a lease for City owned land in the South Industrial Park (area south of Reesy Road area). Staff was provided with direction on proceeding and to bring a lease for consideration at a future meeting.

Mayor Hall adjourned the meeting at 5:15 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice.Detail.Input date = 11/27/2018
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BACON, PAIGE (131212)				
CODY MOBILE ART STUDIO	26	ADULT PAINTING - OCTOBER	11/10/2018	56.00
Total :				56.00
Total BACON, PAIGE (131212):				56.00
BRIGGS, CURTIS (131731)				
	111318	WITNESS FEES	11/13/2018	15.00
Total :				15.00
Total BRIGGS, CURTIS (131731):				15.00
CASELLE, INC (1930)				
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	134.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	189.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	82.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	115.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	173.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	146.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	210.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	141.00-
	40385	INVESTMENT SOFTWARE CREDIT	11/09/2018	810.00-
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	738.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	1,040.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	448.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	630.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	953.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	800.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	1,155.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	775.00
	89762	CASELLE ADVANTAGE SOFTWARE	08/16/2018	4,461.00
Total :				9,000.00
Total CASELLE, INC (1930):				9,000.00
CENTURY LINK (10091)				
	111918	UTILITIES	11/19/2018	38.77
Total :				38.77
Total CENTURY LINK (10091):				38.77
CITY OF CODY (2260)				
	113018	UTILITIES	11/30/2018	2,207.46
	113018	UTILITIES	11/30/2018	7,355.39
	113018	UTILITIES	11/30/2018	129.32
	113018	UTILITIES	11/30/2018	441.31
	113018	UTILITIES	11/30/2018	427.79
	113018	UTILITIES	11/30/2018	874.04
	113018	UTILITIES	11/30/2018	2,231.87
	113018	UTILITIES	11/30/2018	12,142.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	113018	UTILITIES	11/30/2018	35.28
	113018	UTILITIES	11/30/2018	5,259.84
	113018	UTILITIES	11/30/2018	5,196.65
	113018	UTILITIES	11/30/2018	47.81
	113018	UTILITIES	11/30/2018	1,114.38
	113018	UTILITIES	11/30/2018	1,090.88
	113018	UTILITIES	11/30/2018	1,090.88
	113018	UTILITIES	11/30/2018	710.51
	113018	UTILITIES	11/30/2018	914.02
	113018	UTILITIES	11/30/2018	39.00
Total :				41,308.93
Total CITY OF CODY (2260):				41,308.93
COE, HR (131421)				
	1989	REC CENTER REFUND	11/13/2018	115.00
Total :				115.00
Total COE, HR (131421):				115.00
DEPT OF FAMILY SERVICES (125899)				
ATTN: CENTRAL REGISTRY	0233-OCT18	BACKGROUND CHECK	11/20/2018	30.00
Total :				30.00
Total DEPT OF FAMILY SERVICES (125899):				30.00
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	131775	ASPHALT	10/31/2018	1,030.26
	131775	ASPHALT	10/31/2018	15,683.58
Total :				16,713.84
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				16,713.84
J & S CORPORATION (1160)				
BIG HORN GLASS	38181	CITY HALL DOOR REPAIR	10/22/2018	150.00
Total :				150.00
Total J & S CORPORATION (1160):				150.00
JONES, AMY (129954)				
	112118	PERSONAL TRAINER - REC CENTER	11/21/2018	852.45
Total :				852.45
Total JONES, AMY (129954):				852.45
KRUBECK, LUCAS (130285)				
	111918	PERSONAL TRAINER - REC CENTER	11/19/2018	452.05
Total :				452.05
Total KRUBECK, LUCAS (130285):				452.05

Secondary Name	Invoice	Description	Invoice Date	Total Cost
LONG, MARLIN (131732)				
	111318	WITNESS FEES	11/13/2018	15.00
Total :				15.00
Total LONG, MARLIN (131732):				15.00
LONG, MARVI LYNN (131733)				
	111318	WITNESS FEES	11/13/2018	15.00
Total :				15.00
Total LONG, MARVI LYNN (131733):				15.00
PARK COUNTY CIRCUIT COURT (128493)				
	111118	CV-2016-0757	11/16/2018	312.59
	112518	CV-2016-0757	11/27/2018	312.59
Total :				625.18
Total PARK COUNTY CIRCUIT COURT (128493):				625.18
QUAD STATE INSTRUCTORS, INC (125076)				
C/O CARLA HOFMASTER	112718	ANNUAL MEMBERSHIP RENEWAL - 2019 DUES	11/27/2018	50.00
Total :				50.00
Total QUAD STATE INSTRUCTORS, INC (125076):				50.00
ROCKY MOUNTAIN POWER (7570)				
	111618	UTLITIES	11/16/2018	29.62
	111618	UTLITIES	11/16/2018	209.56
Total :				239.18
Total ROCKY MOUNTAIN POWER (7570):				239.18
SABER PEST CONTROLL LLC (131183)				
	AUD119	PEST CONTROL - AUDITORIUM	11/15/2018	80.00
	CH119	PEST CONTROL - CITY HALL	11/15/2018	60.00
	R119	PEST CONTROL - RECYCLING/SANITATION	11/07/2018	60.00
	REC121	PEST CONTROL - REC CENTER	11/15/2018	90.00
	REC121	PEST CONTROL - REC CENTER	11/15/2018	90.00
	W119	PEST CONTROL - WASTEWATER DEPT	11/16/2018	50.00
Total :				430.00
Total SABER PEST CONTROLL LLC (131183):				430.00
SPRADLEY BARR MOTORS INC (129523)				
	110918	STREETS PICKUP	11/09/2018	27,270.00
	11318	BID BOND RETURN - BID #2018-10	11/13/2018	1,425.00
Total :				28,695.00
Total SPRADLEY BARR MOTORS INC (129523):				28,695.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SUN RIDGE SYSTEMS, INC. (126734)				
	5420	NIBRS SOFTWARE & SUPPORT SERVICES	11/09/2018	30,000.00
	5421	NIBRS SOFTWARE & SUPPORT SERVICES	11/09/2018	30,000.00
Total :				60,000.00
Total SUN RIDGE SYSTEMS, INC. (126734):				60,000.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	14572	OUTSOURCE BILLS	11/15/2018	33.11
ADVANCED INFO SYSTEMS	14572	OUTSOURCE BILLS	11/15/2018	95.20
ADVANCED INFO SYSTEMS	14572	OUTSOURCE BILLS	11/15/2018	86.92
ADVANCED INFO SYSTEMS	14572	OUTSOURCE BILLS	11/15/2018	86.92
ADVANCED INFO SYSTEMS	14572	OUTSOURCE BILLS	11/15/2018	111.76
Total :				413.91
Total SYSTEMS GRAPHICS INC (129162):				413.91
TECH PRODUCTS (126248)				
	83399	TAGGING SUPPLIES	11/06/2018	1,548.29
Total :				1,548.29
Total TECH PRODUCTS (126248):				1,548.29
THOMAS, LISA (130637)				
	103118	REIMBURSEMENT FOR MILEAGE	11/13/2018	145.62
Total :				145.62
Total THOMAS, LISA (130637):				145.62
T-O ENGINEERS INC (131708)				
	171133-13	BEACON HILL WATER TANK	11/07/2018	14,976.17
	171133-13	BEACON HILL WATER TANK	11/07/2018	7,376.33
	180317-7437	CEDAR LANE STAKING	10/09/2018	894.65
	180317-8197	WATER LINE CONSTRUCTION STAKING	11/07/2018	222.15
	181124-2	PAVEMENT CONDITION INSPECTIONS	11/07/2018	8,155.00
Total :				31,624.30
Total T-O ENGINEERS INC (131708):				31,624.30
TRAVELERS CL REMITTANCE CENTER (130089)				
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	1,011.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	1,011.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	233.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	233.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	233.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	233.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	311.20
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	466.80
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	1,011.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	1,011.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	1,011.40
	112118	CYBER INSURANCE PREMIUM FY18-19	11/12/2018	1,011.40

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				7,780.00
Total TRAVELERS CL REMITTANCE CENTER (130089):				7,780.00
U S POST OFFICE (10050)				
	112018	PRE-SORT POSTAGE FEES PERMIT 33	11/20/2018	225.00
Total :				225.00
Total U S POST OFFICE (10050):				225.00
WESCO RECEIVABLES CORP (10480)				
	253535	POLE HARDWARE	11/05/2018	363.35
WESCO DBA:WESCO/KVA/MODERN	241209	COVER UP	11/02/2018	292.80
Total :				656.15
Total WESCO RECEIVABLES CORP (10480):				656.15
WYNN, ROBIN (131734)				
	4.1980.31	REFUND UTILITY DEPOSIT	11/15/2018	114.85
Total :				114.85
Total WYNN, ROBIN (131734):				114.85
YELLOWSTONE COUNTY (131735)				
YELLOWSTONE COUNTY DETENTION	114	FTO TRAINING	11/16/2018	325.00
Total :				325.00
Total YELLOWSTONE COUNTY (131735):				325.00
Grand Totals:				201,634.52
			Payroll 11/28/18	256,194.19
				457,828.71

LEASE
(BUS)

THIS LEASE is made and entered into this 20th day of November, 2018, by and between the City of Cody, a Wyoming municipal corporation, hereinafter referred to as LESSOR, and Yellowstone Recreations LLC, a Wyoming, a Delaware Limited Liability Company, hereinafter referred to as LESSEE.

WITNESSETH

- A. LESSOR is a Wyoming municipal corporation in Park County, Wyoming.
- B. LESSEE is a private, non-profit corporation which operates a ski area known as Sleeping Giant Ski Area in Park County, Wyoming.
- C. LESSOR owns a bus, which LESSEE wishes to lease from LESSOR to transport people between Cody, Wyoming and Sleeping Giant Ski Area on Saturdays and/or Sundays or other mutually agreeable dates during the ski season.
- D. LESSEE is willing to lease its bus to LESSOR subject to the terms and conditions described in this agreement.

WHEREFORE, in consideration of the mutual promises, covenants, representations and assurances described below, the CITY hereby leases to LESSEE a bus (the BUS) described as follows:

2000 Blue Bird Body Company Bus Vin 1BABNB7A5YF087983 (current mileage 122,240)

1. TERM OF LEASE. LESSEE shall be entitled to use the BUS for the 2018-2019 ski season, and for the entire 2019-2020 ski season, subject to the terms and conditions described herein. The initial lease term shall commence on December 1, 2018, and continue through April 1, 2019, or until LESSEE discontinues its skiing operations at the Sleeping Giant Ski Area for the 2018-2019 ski season, whichever occurs first. For the 2019-2020 ski season, LESSEE shall be allowed to use the BUS when LESSEE begins ski operations, but no earlier than December 1, 2019, through the end of the 2019-2020 ski season, but not later than April 1, 2020. LESSEE shall use the BUS on Saturdays and/or Sundays or other mutually agreeable dates during its ski

season, unless LESSEE first obtains consent of LESSOR to use the BUS on additional days.

2. OPTION TO RENEW. If at the expiration of the above-mentioned term of this Lease, the LESSEE has complied in all respects with the agreements, conditions and terms of this Lease, the parties may agree to extend the term of this Lease for additional two year terms upon the same terms and conditions described in this Agreement. Subsequent terms shall begin when LESSEE begins skiing operations for the Sleeping Giant Ski area, but no earlier than October 15 each year, and shall end when Sleeping Giant ends its skiing operations each season, but no later than April 1 of each year.

3. RENT. LESSEE shall pay to LESSOR the amount of \$160 for each day that LESSEE uses the BUS. Such rent shall be due and payable to LESSOR at the end of the ski season.

4. FUEL AND DRIVERS. LESSEE agrees to pay for all fuel for its use of the BUS. LESSEE shall provide a driver for the bus, and such driver shall be lawfully licensed by the State of Wyoming with a current and valid commercial drivers' license. LESSOR shall have no obligation to provide a driver for LESSEE'S use of the bus, and shall not be responsible for any costs for such driver.

5. CONDITION OF BUS. LESSEE acknowledges that they have examined and know the condition of the BUS, and agree it has been received in good condition and in good order and repair, and that no representations as to the condition or repair thereof have been made by the LESSOR or by anyone representing LESSOR.

6. MAINTENANCE AND REPAIR. LESSEE covenants and agrees to keep BUS in clean condition during the term of this Lease. Prior to returning the BUS to LESSOR after each use, LESSEE shall clean the interior of the BUS, cleaning and removing spilled liquids, food, wrappers, containers, waste, garbage and other debris from the BUS. LESSEE shall report any and all damage, defects and problems with the BUS to LESSOR as soon as possible, but in no case later than 24 hours, after LESSEE becomes aware of such damage, defects or problems. At the expiration of this Lease or upon termination as herein provided, the LESSEE shall surrender the leased PROPERTY in as good condition as it was in at the beginning of the term, reasonable wear and tear and damages

by the elements excepted. All costs of repairs to the BUS which are required due to damage cause by LESSEE, its employees, operators, drivers, agents, representatives, volunteers, riders, guests and invitees shall at all times be the responsibility of LESSEE. This provision shall survive the termination of this lease.

7. USE OF BUS. LESSEE agrees that the BUS is leased for the purpose of transporting people from Cody, Wyoming to and from the Sleeping Giant Ski Area in Park County, Wyoming. LESSEE agrees that they will not make any other use of the PROPERTY. LESSEE shall pick up the BUS from LESSOR each Friday preceding a weekend when it intends to use the BUS, and shall return the BUS each Monday following a weekend when LESSEE uses the BUS, or other days as mutually agreed upon.

8. COMPLIANCE WITH LAWS. LESSEE, its employees, agents, representatives, operators, drivers, and volunteers shall comply at all times with all federal, state, county and municipal statutes, laws, ordinances, rules, regulations or requirements concerning the use and operation of the BUS, and shall indemnify and save the LESSOR harmless from all fines, penalties, costs, claims, liabilities, losses or damages for violation or noncompliance with the same. LESSEE shall ensure that every person who drives the bus is currently licensed with a valid and current State of Wyoming commercial drivers' license. LESSEE shall provide to the LESSOR the names of each and every person who will drive the BUS, so LESSOR can add those drivers to LESSOR'S pool of commercial drivers for purposes of random drug testing. Each person who is going to drive the BUS for LESSEE shall submit to a drug test pursuant to the City of Cody Personnel Policy before driving the BUS. LESSEE shall pay to LESSOR \$4.50/mo for each driver (monthly random program fee) and the amount charged for a drug test administered, whether such test is administered prior to LESSEE'S drivers operating the BUS, or whether such test is administered pursuant to the random testing. If any of LESSEE'S drivers provides a sample that tests positive for any illegal drugs or controlled substances, or if a driver refuses to provide a sample for testing when required to do so, such driver shall NOT operate or drive the BUS.

9. LIABILITY FOR INJURY OR DAMAGE. The LESSOR, except for its own or its employees' negligence, shall not be liable for injury, harm or damage to any person or

property arising out of LESSEE'S use of the BUS. LESSEE agrees to indemnify, save and hold harmless LESSOR from any claims for personal injury or property damage which arises out of LESSEE'S use of the BUS by any employees, agents, servants, guests or invitees of LESSEE. Provided further, that if LESSOR shall be required to pay a sum of money for property damage or personal injury resulting from LESSEE's use of the property, or resulting from any negligent act, error or omission of LESSEE or LESSEE's employees, agents, representatives, servants, drivers, operators, customers, riders, guests or invitees, the amounts paid by LESSOR, together with all costs, damages and reasonable attorneys fees, shall be payable by LESSEE to LESSOR. The obligations of this provision shall survive the termination of this agreement.

10. INSURANCE. LESSEE shall secure and maintain at LESSEE's cost and expense during the full term of this Lease and any extension or renewal thereof, liability insurance issued by an insurance company approved by LESSOR, against all liabilities arising on account of injuries to all persons caused directly or indirectly by the use, disuse or operation of the BUS by LESSEE or LESSEE's employees, agents, representatives, drivers, operators, customers and invitees, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The proper evidence thereof shall be submitted by LESSEE to LESSOR when and at such times as such policies are issued and renewed.

11. DEFAULT. LESSEE agrees that in the event that LESSEE shall fail to strictly comply with any of the conditions and covenants herein contained, such act or acts shall constitute a default hereunder. In addition, upon the occurrence of any such default, CITY may, at its option terminate this Lease by delivering written notice to LESSEE specifying the date of termination, which date shall be no earlier than ten (10) days after delivery of said written notice. LESSEE shall have ten (10) days after delivery of such notice to cure default.

12. REMEDIES. Upon termination of this Lease pursuant to Article 11 above, LESSEE shall:

A. Peacefully surrender the leased BUS to LESSOR. If it should become necessary for either party to employ an attorney to enforce the terms of this Agreement in the event of an alleged default hereunder, the

non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in bringing or defending any action.

B. No waiver at any time of the right to terminate this Lease shall impair the right of LESSOR to insist upon such termination in the event of the LESSOR subsequently acquiring such right, nor shall the acceptance of rent at any time constitute such waiver or waiver of damages.

13. MODIFICATION. No provision of this Lease shall be waived, altered amended or modified except by written endorsement hereon or attached hereto and signed by LESSOR and LESSEE.

14. NOTICES. Any notice given under the terms of this Lease shall be deemed given five (5) days after depositing said notice in United States Postal Service or when hand delivery of such notice is made. For the purposes of delivery, LESSOR's address is 1338 Rumsey Avenue, Cody, Wyoming 82414. LESSEE'S address is PO Box 400 Codey, WY 82414.

15. This Lease binds upon and inures to the benefit of the successors and assigns successors of LESSOR and LESSEE.

16. Nothing in this agreement shall be construed to act as a waiver of the LESSOR's sovereign immunity and governmental immunity provided to the LESSOR under federal and state law. Nor shall this agreement be construed as a waiver of the protections, limitations and defenses available to LESSOR under the law. The LESSOR expressly reserves the right to assert immunity as a defense to any claim arising under this agreement.

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EXECUTED this 4th day of December 2018.

LESSOR:

CITY OF CODY, WYOMING
A Wyoming Municipal Corporation

ATTEST:

Matt Hall, Mayor

Cynthia D. Baker
Administrative Service Officer

LESSEE:

YELLOWSTONE RECREATIONS LLC,
A Delaware Limited Liability Company:

By: _____
Robert A Overfield

Title: _Board President

Attest:

Secretary – Rebecca Taggart

MEETING DATE:	DECEMBER 4, 2018
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Subdivision Variance for Olive Glenn Golf and Country Club

ACTIONS TO BE TAKEN

Approve a subdivision variance to permit the proposed reconfigured clubhouse parcel to be served with a private access, rather than maintain frontage on Meadow Lane Avenue.

SUMMARY

The Olive Glenn Golf and Country Club has submitted a boundary line adjustment application to reconfigure three existing parcels. A boundary line adjustment is normally processed at staff level, but in this case, there is one component of the proposal that necessitates a subdivision variance. Specifically, the proposed reconfiguration would not provide the clubhouse tract (C-1) with direct frontage on a public street. The proposal is to provide access through a private access easement over the existing entrance drive. This scenario would require a variance to the subdivision ordinance.



Proposed:



AGENDA ITEM NO. _____

SUBDIVISION REGULATIONS

In the "Flag lot" definition of the subdivision ordinance, it defines flag lots as, "Any lot which has less than fifty feet of fee simple frontage on a public right of way, unless part of a planned unit development." It continues to further state that, "Flag lots shall not be allowed in the development of subdivisions and minor subdivisions."

The subdivision ordinance does not contemplate the situation currently proposed –a lot with no direct access to a public street, or access through a flag lot. As such, the subdivision standards and the proposed situation are effectively mismatched.

As a side note, the zoning ordinance update in 2017 did contain language to address scenarios for private access, as far as setbacks, lot area calculations, etc. based on the thought that the subdivision ordinance would likely be amended at some point in the future to have private access standards for certain development scenarios. However, that amendment to the subdivision ordinance has not yet occurred and is still likely more than a year out due to other priorities.

In the meantime, the only option to consider the request is through the subdivision variance process. Section 11-5-2(B) Variances states:

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

Staff believes there is sufficient flexibility in the language "where the subdivider can show that variances will make a greater contribution to the intent and purpose of this title", to consider the following.

The stated purpose of the subdivision ordinance is: *"It is the intent and purpose of this title to promote orderly and systematic development of lands to the advantage of the subdivider, future property owners and the general population of the city. It shall establish guidelines and minimum standards to assist the subdivider and promote the development of a safe and healthy living environment."*

As long as the result is orderly and systematic, and results in a safe and healthy living environment (referencing the typical development standards as a guide) the intent will be satisfied. In this case, the access is already in place, and consists of a 30-foot wide paved road with curb and gutter (30' measurement is from back of curb to back of curb). While the access shows signs of wear, it meets standards for both fire code access and the "minor residential access street", which is intended to serve a few residential lots. It has two private streetlights and lack sidewalks.

The access would only serve the 2.85-acre clubhouse parcel and perhaps future development of Lot 36-A. It effectively has no potential for extension due to the surrounding development pattern and

AGENDA ITEM NO. _____

the presence of the “open space” restrictions on the golf course itself. (Note: Much of Tract D-1 is restricted by the “open space” designation, while Tract C-1 and Lot 36-A do not have any designated “open space”.) If future development of Lot 36-A occurs, the drive is within the lot and will be able to be analyzed in conjunction with that proposal. However, whatever width of easement is established now will effectively be all that Tract C-1 has to work with in the future. If public street standards were used in a commercial setting or multi-lot residential setting, the minimum road would be a “local access” street, which requires a 50-foot wide right of way. If Tract C-1 is more fully developed, or redeveloped, it could need a standard local access street profile. That being the case, it seems prudent to require the access easement to match that standard—50 feet in width. The 50-foot access width will allow room for the standard street width and sidewalks and streetlights. This seems adequate to preserve full development options and meet the intent of the subdivision ordinance. It also means that there is no need for a variance to the width of the access, only to allow it to be private instead of public. Leaving the access as private versus public simply means maintenance of the access does not fall on the city.

At the Planning and Zoning meeting, the contract purchaser of the front lot (Lot 36-A) agreed to expand the proposed easement from 30 feet to 50 feet, as recommended.

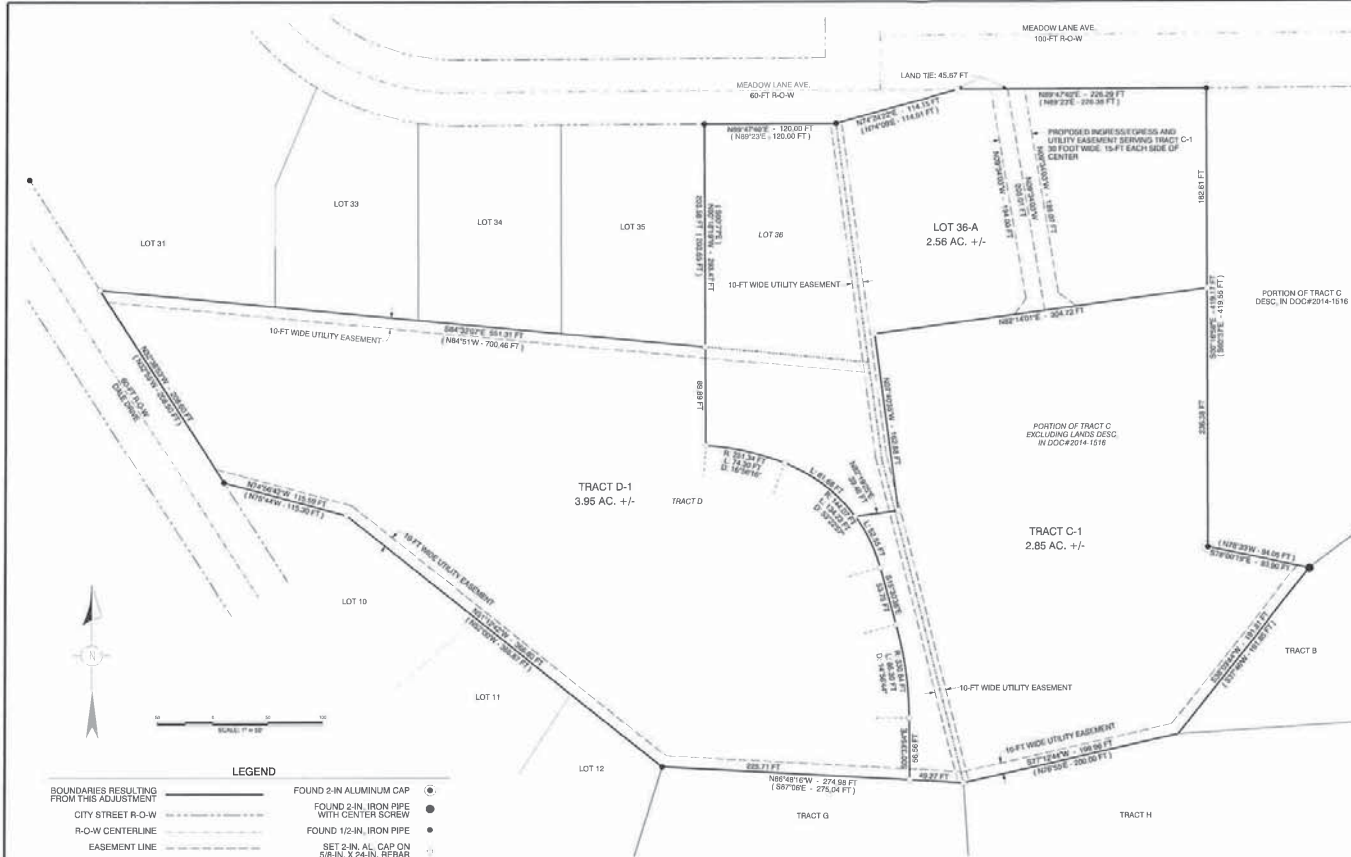
Note: This staff report deals only with the variance situation. Other modifications/ corrections are needed to the survey that will be addressed through the staff review of the boundary line adjustment application.

RECOMMENDATION:

The Planning and Zoning Board has recommended that the City Council approve the subdivision variance on the condition that the access and utility easement to the clubhouse parcel is widened to fifty feet.

ATTACHMENTS:

Record of Survey and Utility Map Exhibit.



CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF LOT 36, TRACT C AND TRACT D OF THE OLIVE GLENN SUBDIVISION, ACCORDING TO THE PLAT FILED IN PLAT CABINET G, PAGE 27 IN THE OFFICE OF THE PARK COUNTY CLERK, AS EVIDENCED BY THE CORRECTIVE MARRIAGE DEED FILED IN THE OFFICE OF THE PARK COUNTY CLERK IN BOOK 232, PAGE 761, SAID LANDS BEING LOCATED WITHIN LOT 68 RESURVEY 152N, R. 102W, 6TH P.M. CITY OF CODY, PARK COUNTY, WYOMING; THAT WE HAVE CAUDED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON; THAT THE BOUNDARY LINE ADJUSTMENT AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERIGNED OWNERS AND PROPRIETORS; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND MINERAL RIGHTS OR RESERVATIONS OF RECORD; THAT WE HEREBY RESERVE THE 30-FOOT WIDE INGRESS/EGRESS AND UTILITY EASEMENT SHOWN HEREON; THAT THE SOLE PURPOSE OF THE BOUNDARY ADJUSTMENT SURVEY IS TO ADJUST THE BOUNDARY LINES AS SHOWN HEREON AND THE LANDS BEING ADJUSTED BETWEEN LOT 36, TRACT C AND TRACT D ARE NOT TO BE SOLD OR TRANSFERRED AS SEPARATE PARCELS BY THE GRANTEE, HEIRS OR ASSIGNS; AND THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

TERRY SKINNER, BOARD PRESIDENT
 OLIVE GLENN GOLF AND COUNTRY CLUB, INC.,
 A WYOMING CORPORATION
 STATE OF _____)
 COUNTY OF _____) SS.
 THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY TERRY SKINNER,
 BOARD PRESIDENT OF THE OLIVE GLENN GOLF AND COUNTRY CLUB, INC., A WYOMING CORPORATION
 THIS _____ DAY OF _____ 20____, WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC

NOTES

1. BEARING BASE IS GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011), WYOMING WEST CENTRAL ZONE.
2. GRID DISTANCES HAVE BEEN SCALED ACCORDING TO THE CODY DATUM, 1/GSP=1.000978.
3. EASEMENTS SHOWN HEREON ARE BASED ON THE PLAT OF OLIVE GLENN SUBDIVISION.
4. THIS RECORD OF SURVEY HAS BEEN PREPARED TO ADJUST BOUNDARIES OF LANDS UNDER COMMON OWNERSHIP BY OLIVE GLENN GOLF AND COUNTRY CLUB, INC., A WYOMING CORPORATION, AS EVIDENCED BY WARRANTY DEED FILED IN BOOK 232, PAGE 761 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK.

CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, OF CODY, WYOMING, BEING A FULLY LICENSED SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE AS FOLLOWS: THAT THIS RECORD OF SURVEY WAS PREPARED TO ADJUST AND ELIMINATE BOUNDARIES WITHIN THE OLIVE GLENN SUBDIVISION AS RECORDED IN PLAT CABINET G, PAGE 60, ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AFFECTING LOT 36, TRACT C AND TRACT D; THAT THE INFORMATION SHOWN HEREON IS BASED ON RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, AND ON FIELD NOTES AND MEASUREMENTS TAKEN BY ME DURING THE MONTHS OF OCTOBER AND NOVEMBER, 2018; AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DRAFT

CITY PLANNER APPROVAL

THIS BOUNDARY ADJUSTMENT SURVEY WAS APPROVED BY THE CITY PLANNER OF CODY, WYOMING ON THE _____ DAY OF _____ 20____

BY: _____ ATTEST: _____
 CITY PLANNER ADMINISTRATIVE SERVICES OFFICER

BRETT J. FARMER
 WYOMING REGISTRATION NO. 15644, LS

COUNTY CLERK'S CERTIFICATE

THIS RECORD OF SURVEY WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ A.M. ON THE _____ DAY OF _____ 20____, AND IS DULY RECORDED IN PLAT CABINET _____ ON PAGE _____

PARK COUNTY CLERK BY: _____ DEPUTY

RECORD OF SURVEY
BOUNDARY ADJUSTMENT
 ADJUSTING BOUNDARIES OF:
 TRACT C, TRACT D AND LOT 36
 OF THE OLIVE GLENN SUBDIVISION

LOCATED WITHIN LOT 68 OF
 RESURVEY 152N, R. 102W, 6TH P.M.,
 CITY OF CODY, PARK COUNTY, WYOMING

2824 BRG HORN AVE.
 CODY, WY 82414
 OFFICE: 307-527-0915
 FAX: 307-527-0916

NOV. 15, 2018
 BY: BTM CHK: BF
 PLOL # 2017-00
 FIELD BK: 8

LEGEND

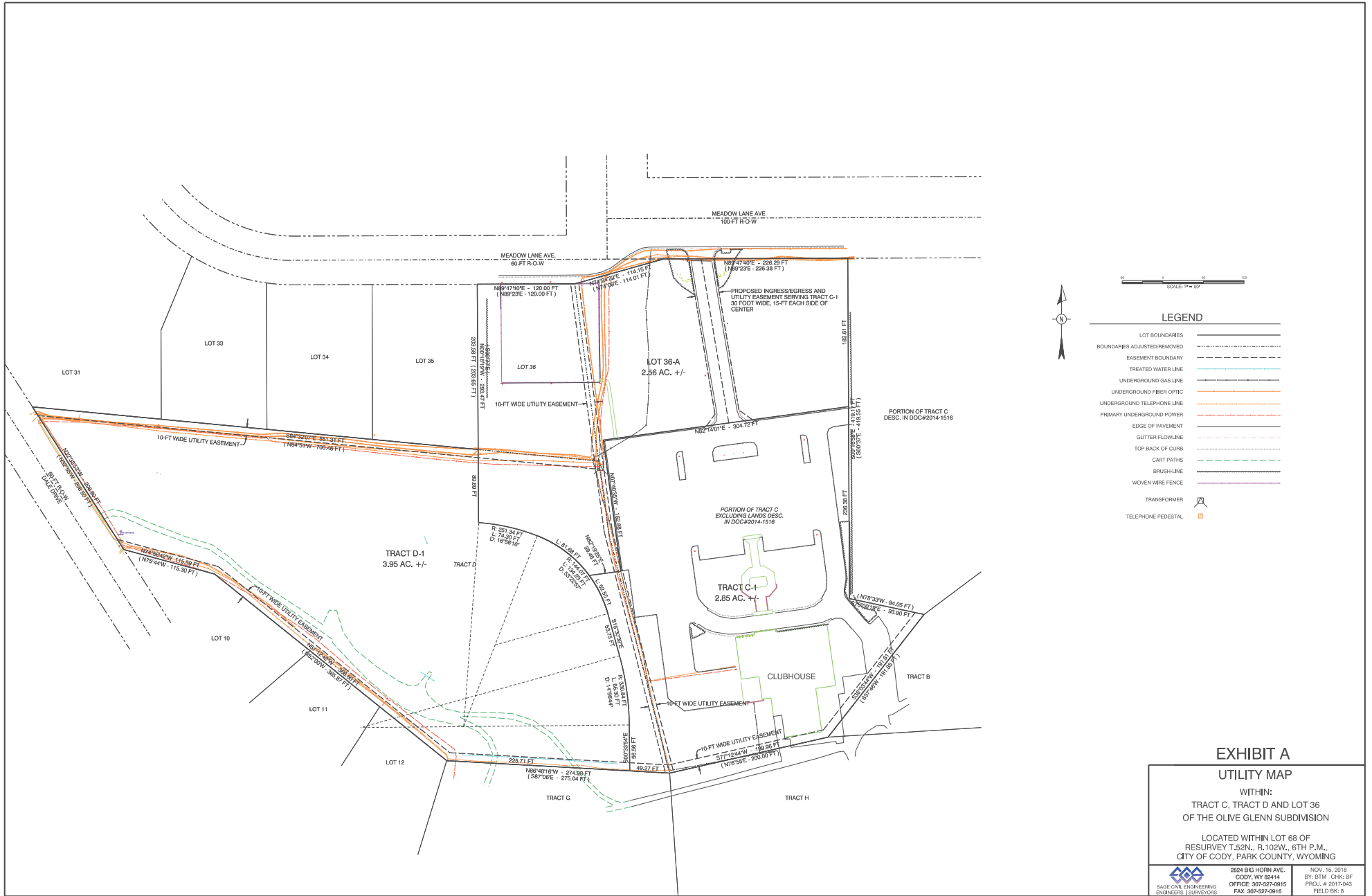
BOUNDARIES RESULTING FROM THIS ADJUSTMENT	FOUND 2-IN. IRON PIPE WITH CENTER SCREW
CITY STREET R-O-W	FOUND 1/2-IN. IRON PIPE
R-O-W CENTERLINE	SET 2-IN. AL CAP ON 5/8-IN. X 24-IN. REBAR
EASEMENT LINE	INDICATES RECORD DIMENSIONS FROM THE PLAT OF OLIVE GLENN (100 FT)
ADJUSTED BOUNDARIES	

LAND DESCRIPTIONS

LOT 36-A
 A PARCEL OF LAND LOCATED WITHIN LOT 36, TRACT C AND TRACT D OF THE OLIVE GLENN SUBDIVISION AS RECORDED IN PLAT CABINET C, PAGE 60, ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, SAID PARCEL OF LAND BEING MORE GRAPHICALLY DEPICTED HEREON AS TRACT 36-A AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 36, SAID CORNER MONUMENTED BY A 2-INCH ALUMINUM CAP SET; THIS SURVEY; THENCE N89°18'00"W ON AND ALONG THE WEST LINE OF SAID LOT 36 A DISTANCE OF 205.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 36 AND THE SOUTH RIGHT-OF-WAY OF MEADOW LANE AVENUE, MONUMENTED BY A 10-INCH IRON PIPE FOUND IN PLACE; THENCE N89°47'00"E ON AND ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 150.00 FEET; THENCE N74°02'00"E A DISTANCE OF 114.15 FEET; THENCE N89°47'00"E A DISTANCE OF 226.29 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN DOC#2014-1516 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, SAID CORNER MONUMENTED BY A 2-INCH ALUMINUM CAP FOUND IN PLACE; THIS SURVEY; THENCE S07°18'50"E ON AND ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN DOC#2014-1516 A DISTANCE OF 160.81 FEET; THENCE S28°14'01"E A DISTANCE OF 284.72 FEET; THENCE S07°40'25"E A DISTANCE OF 162.88 FEET; THENCE N82°12'02"E A DISTANCE OF 38.48 FEET TO A NON-TANGENT CURVE TO THE LEFT; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 81.84 FEET; SAID CURVE HAVING A RADIUS OF 144.07 FEET AND A DELTA ANGLE OF 20°59'41"; THENCE N81°19'25"E A DISTANCE OF 46.46 FEET; THENCE N00°40'30"W A DISTANCE OF 162.88 FEET; THENCE N87°40'16"E A DISTANCE OF 204.72 FEET TO THE WEST LINE OF LANDS DESCRIBED IN DOC#2014-1516; THENCE S07°18'50"E A DISTANCE OF 238.38 FEET TO A 2-INCH ALUMINUM CAP SET ON 5/8-INCH X 24-INCH REBAR; THENCE N01°19'16"E A DISTANCE OF 89.89 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 2.56 ACRES, MORE OR LESS.

TRACT C-1
 A PARCEL OF LAND LOCATED WITHIN TRACT C AND TRACT D OF THE OLIVE GLENN SUBDIVISION AS RECORDED IN PLAT CABINET C, PAGE 60, ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, SAID PARCEL OF LAND BEING MORE GRAPHICALLY DEPICTED HEREON AS TRACT C-1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DOC#2014-1516, SAID CORNER MONUMENTED BY A 2-INCH IRON PIPE WITH CENTER SCREW; THENCE S89°34'00"W A DISTANCE OF 101.81 FEET TO THE COMMON CORNER OF TRACT B, TRACT C AND TRACT H OF SAID SUBDIVISION; THENCE S77°24'00"W A DISTANCE OF 189.86 FEET TO THE CORNER COMMON TO TRACT E, TRACT D, TRACT G AND TRACT H OF SAID SUBDIVISION; THENCE N89°48'00"W ON AND ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 49.27 FEET; THENCE N00°33'40"W A DISTANCE OF 56.58 FEET TO A TANGENT CURVE TO THE LEFT; THENCE ON AND ALONG SAID CURVE FOR A DISTANCE OF 95.30 FEET, SAID CURVE HAVING A RADIUS OF 238.84 FEET; AND A DELTA ANGLE OF 1°56'44"; THENCE S15°20'00"E A DISTANCE OF 52.72 FEET TO A TANGENT CURVE TO THE LEFT; THENCE ON AND ALONG SAID CURVE FOR A DISTANCE OF 52.55 FEET, SAID CURVE HAVING A RADIUS OF 144.07 FEET AND A DELTA ANGLE OF 20°59'41"; THENCE N81°19'25"E A DISTANCE OF 46.46 FEET; THENCE N00°40'30"W A DISTANCE OF 162.88 FEET; THENCE N87°40'16"E A DISTANCE OF 204.72 FEET TO THE WEST LINE OF LANDS DESCRIBED IN DOC#2014-1516; THENCE S07°18'50"E A DISTANCE OF 238.38 FEET TO A 2-INCH ALUMINUM CAP SET ON 5/8-INCH X 24-INCH REBAR; THENCE N01°19'16"E A DISTANCE OF 89.89 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 2.85 ACRES, MORE OR LESS.

TRACT D-1
 A PARCEL OF LAND LOCATED WITHIN TRACT C AND TRACT D OF THE OLIVE GLENN SUBDIVISION AS RECORDED IN PLAT CABINET C, PAGE 60, ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, SAID PARCEL OF LAND BEING MORE GRAPHICALLY DEPICTED HEREON AS TRACT D-1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 36 OF THE OLIVE GLENN SUBDIVISION, SAID CORNER MONUMENTED BY A 2-INCH ALUMINUM CAP SET ON A 5/8-INCH BY 24-INCH REBAR; THIS SURVEY; THENCE S07°18'50"E A DISTANCE OF 89.89 FEET TO A NON-TANGENT CURVE TO THE RIGHT; THENCE ON AND ALONG SAID CURVE FOR A DISTANCE OF 74.80 FEET; SAID CURVE HAVING A RADIUS OF 261.34 FEET, A DELTA ANGLE OF 1°58'16"; A CHORD BEARING OF S77°24'00"W AND A CHORD LENGTH OF 74.80 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 134.23 FEET, SAID CURVE HAVING A RADIUS OF 144.07 FEET AND A DELTA ANGLE OF 20°59'41"; THENCE S15°20'00"E A DISTANCE OF 53.75 FEET; THENCE S00°33'40"E A DISTANCE OF 56.58 FEET TO THE SOUTHERLY LINE OF SAID TRACT C; THENCE N89°48'00"W A DISTANCE OF 274.98 FEET TO THE NORTHEAST CORNER OF LOT 12 OF THE OLIVE GLENN SUBDIVISION, SAID CORNER MONUMENTED BY A 1/2-INCH IRON PIPE FOUND IN PLACE; THIS SURVEY; THENCE N51°12'00"W A DISTANCE OF 366.60 FEET TO THE NORTHERLY CORNER OF LOT 10 OF SAID SUBDIVISION; THENCE S47°49'42"W A DISTANCE OF 119.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 AND THE NORTHWESTERLY MOHT-OF-WAY OF DALE DRIVE; SAID CORNER MONUMENTED BY A 1/2-INCH IRON PIPE FOUND IN PLACE; THIS SURVEY; THENCE N02°39'00"W A DISTANCE OF 288.00 FEET TO THE SOUTHWEST CORNER OF LOT 31 OF SAID SUBDIVISION, SAID CORNER MONUMENTED BY A 2-INCH ALUMINUM CAP SET ON 5/8-INCH BY 24-INCH REBAR; THIS SURVEY; THENCE S44°20'00"E A DISTANCE OF 151.91 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 3.95 ACRES, MORE OR LESS.



LEGEND

- LOT BOUNDARIES
- BOUNDARIES ADJUSTED/REMOVED
- EASEMENT BOUNDARY
- TREATED WATER LINE
- UNDERGROUND FIBER OPTIC
- UNDERGROUND TELEPHONE LINE
- PRIMARY UNDERGROUND POWER
- EDGE OF PAVEMENT
- GUTTER FLOWLINE
- TOP BACK OF CURB
- CART PATHS
- BRUSH LINE
- WOVEN WIRE FENCE
- TRANSFORMER
- TELEPHONE PEDESTAL

EXHIBIT A
UTILITY MAP

WITHIN:
TRACT C, TRACT D AND LOT 36
OF THE OLIVE GLENN SUBDIVISION

LOCATED WITHIN LOT 69 OF
RESURVEY T.52N., R.102W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

2024 BIG HORN AVE.
CODY, WY 82414
OFFICE: 307-527-0915
FAX: 307-527-0916

NOV. 15, 2018
BY: BTM CHK: BF
PROJ. # 2017-043
FIELD BKC-8

