

City of Cody City Council

AGENDA

Tuesday, June 4, 2019 – 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
Mayor's Recognitions and Announcements

Oath of Office – Officer Jeremy Traverse
Proclamation – Mental Health Awareness

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 May 21, 2019 and Special Work Session from May 14, 15 & 16, 2019.
- b. Approve Vouchers and payroll in the amount of \$371,086.98.
- c. Approve the agreement between the City of Cody and Park County School District #6 and authorize the Mayor to sign the agreement.

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

3. Public Hearing

A public hearing to consider if it is in the public's interest to approve a new restaurant liquor license for Brother's Three dba Chinatown located at 937 Sheridan Ave.

4. Conduct of Business

- a. Consider approving the restaurant liquor license for Brother's Three dba Chinatown located at 937 Sheridan Ave.
Staff Reference: Cindy Baker, Administrative Services Officer
- b. Rescind the award of Bid 2019-04 19th Street Overlay Project to Wild West Construction.
Staff Reference: Phillip Bowman Public Works Director

- c. Approve the preliminary plat of the Overfield Minor Subdivision, a 5-lot infill subdivision
Staff Reference: Todd Stowell, City Planner

- d. RESOLUTION 2019-07
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2018-2019
Staff Reference: Leslie Brumage, Finance Officer

- e. ORDINANCE 2019-03 – SECOND READING AS AMENDED
AN ORDINANCE AMENDING TITLE 9, CHAPTER 3 OF THE CITY OF CODY CODE.
Staff Reference: Todd Stowell, City Planner

- f. ORDINANCE 2019-04 – SECOND READING
AN ORDINANCE AMENDING TITLE 9, CHAPTER 1 OF THE CITY OF CODY CODE.
Staff Reference: Todd Stowell, City Planner

- g. ORDINANCE 2019-05 – FIRST READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2020.
Staff Reference: Leslie Brumage, Finance Officer

- h. ORDINANCE 2019-06 - FIRST READING
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30 2020
Staff Reference: Leslie Brumage, Finance Officer

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

<p>Upcoming Meetings: June 11, 2019 – Tuesday – Work Session – 5:00 p.m. June 18, 2019 - Tuesday – Regular Council Meeting 7:00 p.m.</p>

Mental Health Awareness

Whereas, suicide is the 10th leading cause of all deaths in the United States and the 2nd leading cause of death among individuals between the ages of 15 to 24;

Whereas, suicide is now the 4th leading cause of all deaths in the state of Wyoming;

Whereas, in the United States, one person completes suicide every 16.2 minutes;

Whereas, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes family members and friends who lost a loved one to suicide;

Whereas; the Beck Lake Challenge was started to promote Mental Health Awareness by walking in memory of David Bank. Acknowledging that mental illness is no different than any other illness, but people are still uncomfortable discussing it. With this Challenge let's fight the stigma and keep the conversation going to promote awareness that suicide is a public health problem that is preventable and to Increase access to, and community linkages with, mental health and substance abuse services.

NOW, THEREFORE, I, Matt Hall, Mayor of the City of Cody, do hereby proclaim Saturday, June 8th as Mental Health Awareness Day in memory of David Bank,

Dated this ____ day of _____ 2019.

Mayor _____

Matt Hall

City of Cody
Council Proceedings
Tuesday, May 21, 2019

A pre-meeting was held at 6:50 p.m. to discuss the agenda for the Regular Meeting. 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, May 21, 2019 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members, Justin Baily, Diane Ballard, Landon Greer, Glenn Nielson and Heidi Rasmussen, City Attorney Scott Kolpitcke, City Administrator Barry Cook and Administrative Services Officer, Cindy Baker

Absent: None

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

Proclamation – Building Safety Month

Council Member Greer made a motion seconded by Council Member Rasmussen to approve the Consent Calendar including the approval of Minutes: Regular Minutes from May 7, 2019, approve Vouchers in the amount of \$3,090.00, noting invoices associated with the specific purpose one cent tax. authorize the Finance Officer to process checks for pass through grant reimbursements outside of the normal approval process when grant funds are received prior to Council meetings. authorize the Mayor to enter into and sign an equipment lease contract with Wyoming Sport and Fitness LLC for a two-year term relating to equipment owned by the City, accept the Wyoming Veterans Memorial Park Foundation donation of a “War Dog Memorial and Memorial Donor Bricks”, approve and authorize the Mayor to sign the Acknowledgment of Conflict of Interest and Consent to Representation Document and approve and authorize the Mayor to sign the Cody Police Department Temporary Law Enforcement Assistance Memorandum of Understanding. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Ballard to approve Vouchers and payroll in the amount of \$1,808,878.41. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

Council Member Nielson made a motion seconded by Council Member Greer to approve the preliminary plat for the Nelson minor subdivision - a two lot infill subdivision. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Greer to approve the preliminary plat of the Beacon Hill Minor Subdivision, a 3-lot subdivision. Council Member Nielson recused himself from the vote. Vote was unanimous from remaining Council Members.

RESOLUTION 2019-06 - A Resolution adopting the Electrical Distribution Standards Manual Policy. Council Member Fritz made a motion seconded by Council Member Baily to approve Resolution 2019-06. Vote was unanimous.

ORDINANCE 2019-03 – FIRST READING

AN ORDINANCE AMENDING TITLE 9, CHAPTER 3 OF THE CITY OF CODY CODE. Council Member Rasmussen made a motion seconded by Council Member Ballard ; additionally Council Member Greer made a motion to amend the motion seconded by Council Member Fritz to remove the time requirement to live at the residence, the motion for the amendment passes with those voting in favor were Council Members Greer, Baily, Nielson, and Fritz, Opposed were Council Members Rasmussen, Ballard and Mayor Hall. Voting to approve Ordinance 2019-03 on First Reading with amendment. Voting in Favor were Council Members Nielson, Fritz, Greer, Baily and Mayor Hall. Opposed were Council Members Ballard and Rasmussen. Ordinance 2019-03 as amended passes.

ORDINANCE 2019-04 – FIRST READING

AN ORDINANCE AMENDING TITLE 9, CHAPTER 1 OF THE CITY OF CODY CODE. Council Member Nielson made a motion seconded by Council Member Rasmussen to approve Ordinance 2019-04 on First Reading. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:48 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, May 14, 2019

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, May 14, 2019 at 5:00 p.m.

Present: Mayor Matt Hall, Council Members Justin Baily, Jerry Fritz, Landon Greer, Glenn Nielson and Heidi Rasmussen; City Administrator, Barry Cook, Administrative Service Officer, Cindy Baker, Chief Baker, Lt Jason Stafford, Public Works Director Phillip Bowman, Parks, Recreation and Public Facilities Director, Rick Manchester, City Planner Todd Stowell, City Planner and Finance Officer Leslie Brumage

Absent: Council Member Diane Ballard

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

The Governing Body discussed the proposed budget for Fiscal Year 2019-2020. No action was taken.

Mayor Hall adjourned the meeting at 7:16 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

City of Cody
Council Proceedings
Tuesday, May 15, 2019

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, May 15, 2019 at 5:00 p.m.

Present: Mayor Matt Hall, Council Members Justin Baily, Diane Ballard, Jerry Fritz, Glenn Nielson and Heidi Rasmussen; City Administrator, Barry Cook, Administrative Service Officer, Cindy Baker, Chief Baker, Lt Jason Stafford, Public Works Director Phillip Bowman, Parks, Recreation and Public Facilities Director, Rick Manchester, City Planner Todd Stowell, City Planner and Finance Officer Leslie Brumage

Absent: Council Member Landon Greer,

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

The Governing Body discussed the proposed budget for Fiscal Year 2019-2020. No action was taken.

Mayor Hall adjourned the meeting at 7:25 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

City of Cody
Council Proceedings
Tuesday, May 16, 2019

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, May 16, 2019 at 5:00 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Landon Greer Glenn Nielson and Heidi Rasmussen; City Administrator, Barry Cook, Administrative Service Officer, Cindy Baker, Chief Baker, Lt Jason Stafford, Public Works Director Phillip Bowman, Parks, Recreation and Public Facilities Director, Rick Manchester, City Planner Todd Stowell, City Planner and Finance Officer Leslie Brumage

Absent: Council Members Jerry Fritz and Justin Baily

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

The Governing Body discussed the proposed budget for Fiscal Year 2019-2020. No action was taken.

Mayor Hall adjourned the meeting at 6:12 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice.Detail.Input date = 05/28/2019

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BIG HORN WINDOW TINTING (1215)				
	5919	ANTI GLARE FILM	04/26/2019	468.00
Total :				468.00
Total BIG HORN WINDOW TINTING (1215):				468.00
BUNKER, JAMIE (131859)				
	13.0050.13	REFUND UTILITY DEPOSIT	05/15/2019	218.72
Total :				218.72
Total BUNKER, JAMIE (131859):				218.72
CELLEBRITE USA, CORP. (128777)				
	INVUS204553	CELL PHONE DOWNLOADER	03/28/2019	8,599.00
Total :				8,599.00
Total CELLEBRITE USA, CORP. (128777):				8,599.00
CENTURY LINK (10091)				
	51919	UTILITIES - CENTURY LINK	05/19/2019	38.61
Total :				38.61
Total CENTURY LINK (10091):				38.61
CITY OF CODY (2260)				
	05312019	UTILITIES - CITY OF CODY	05/31/2019	2,392.46
	05312019	UTILITIES - CITY OF CODY	05/31/2019	5,968.98
	05312019	UTILITIES - CITY OF CODY	05/31/2019	128.05
	05312019	UTILITIES - CITY OF CODY	05/31/2019	407.85
	05312019	UTILITIES - CITY OF CODY	05/31/2019	430.96
	05312019	UTILITIES - CITY OF CODY	05/31/2019	843.08
	05312019	UTILITIES - CITY OF CODY	05/31/2019	4,790.09
	05312019	UTILITIES - CITY OF CODY	05/31/2019	15,179.10
	05312019	UTILITIES - CITY OF CODY	05/31/2019	32.51
	05312019	UTILITIES - CITY OF CODY	05/31/2019	5,165.11
	05312019	UTILITIES - CITY OF CODY	05/31/2019	4,745.01
	05312019	UTILITIES - CITY OF CODY	05/31/2019	45.83
	05312019	UTILITIES - CITY OF CODY	05/31/2019	1,199.22
	05312019	UTILITIES - CITY OF CODY	05/31/2019	1,083.24
	05312019	UTILITIES - CITY OF CODY	05/31/2019	637.45
	05312019	UTILITIES - CITY OF CODY	05/31/2019	837.44
	05312019	UTILITIES - CITY OF CODY	05/31/2019	39.00
	05312019	UTILITIES - CITY OF CODY	05/31/2019	357.15
	05312019	UTILITIES - CITY OF CODY	05/31/2019	24.00
	05312019	UTILITIES - CITY OF CODY	05/31/2019	1,083.24
Total :				45,389.77
Total CITY OF CODY (2260):				45,389.77

Secondary Name	Invoice	Description	Invoice Date	Total Cost
CITY OF CODY (2260)				
	51019	ALCOHOL COMPLIANCE CHECKS	05/10/2019	22.09
	51019	TOBACCO COMPLIANCE CHECKS	05/10/2019	21.85
Total :				43.94
Total CITY OF CODY (2260):				43.94
CODY CHAMBER OF COMMERCE (124707)				
	91151CB	CODY BUCKS FOR ALCOHOL COMPLIANCE	05/21/2019	270.00
Total :				270.00
Total CODY CHAMBER OF COMMERCE (124707):				270.00
CODY ROTARY CLUB (2765)				
	1661	ROTARY DUES - RICK MANCHESTER	04/27/2019	65.50
	1661	ROTARY DUES - RICK MANCHESTER	04/27/2019	65.50
Total :				131.00
Total CODY ROTARY CLUB (2765):				131.00
COUTURE, PATRICK (131857)				
	050819	WITNESS FEES	05/08/2019	15.00
	05082019	WITNESS FEES	05/08/2019	15.00
	052119	WITNESS FEES	05/21/2019	15.00
	05212019	WITNESS FEES	05/21/2019	15.00
Total :				60.00
Total COUTURE, PATRICK (131857):				60.00
DEARBORN NATIONAL LIFE INSURANCE COMPANY (131563)				
	051019	INSURANCE PREMIUMS - JUNE 2019	05/10/2019	404.76
Total :				404.76
Total DEARBORN NATIONAL LIFE INSURANCE COMPANY (131563):				404.76
DELL MARKETING (3520)				
	10315664175	COMPUTERS & ASSOCIATED EQUIPMENT	05/15/2019	16,692.19
	10315664175	COMPUTERS & ASSOCIATED EQUIPMENT	05/15/2019	4,172.86
	10315664175	COMPUTERS & ASSOCIATED EQUIPMENT	05/15/2019	1,350.83
	10315664175	COMPUTERS & ASSOCIATED EQUIPMENT	05/15/2019	1,350.83
	10315664175	COMPUTERS & ASSOCIATED EQUIPMENT	05/15/2019	6,754.15
	10315664175	COMPUTERS & ASSOCIATED EQUIPMENT	05/15/2019	8,104.98
	10315664175	COMPUTERS & ASSOCIATED EQUIPMENT	05/15/2019	1,350.83
Total :				39,776.67
Total DELL MARKETING (3520):				39,776.67
DOLLARD, JUSTIN (129368)				
	2636360	BOMB RECERT - MEDICAL EXAM	05/05/2019	280.07
Total :				280.07

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total DOLLARD, JUSTIN (129368):				280.07
EASTMAN, RINDA (129952)				
	0519	PERSONAL TRAINER - REC CENTER	05/22/2019	459.93
Total :				459.93
Total EASTMAN, RINDA (129952):				459.93
FALKERS, CODY (131862)				
	13.0637.24	REFUND CREDIT BALANCE	05/23/2019	123.59
Total :				123.59
Total FALKERS, CODY (131862):				123.59
FARLOW, IRENE (131831)				
DBA: CODY CAB LLC	060419	TIPSY TAXI PROGRAM	06/04/2019	546.00
Total :				546.00
Total FARLOW, IRENE (131831):				546.00
FILENER CONSTRUCTION (4270)				
	1001	COUNTRY ESTATES PH 1 ROW REPAIR	05/08/2019	183.40
Total :				183.40
Total FILENER CONSTRUCTION (4270):				183.40
GEORGE, ELOISE (131858)				
	8.0350.10	REFUND CREDIT BALANCE	05/13/2019	85.12
Total :				85.12
Total GEORGE, ELOISE (131858):				85.12
GOULD, MICHAEL (131860)				
	051419	WITNESS FEES	05/14/2019	15.00
Total :				15.00
Total GOULD, MICHAEL (131860):				15.00
HARRIS TRUCKING AND CONSTRUCTION (129345)				
WYOMING STEEL SERVICES LLC	005552	RECYCLING HAULING	05/08/2019	475.00
Total :				475.00
Total HARRIS TRUCKING AND CONSTRUCTION (129345):				475.00
JACKSON, LEVI (131855)				
	4.1050.16	REFUND UTILITY DEPOSIT	05/16/2019	15.65
Total :				15.65
Total JACKSON, LEVI (131855):				15.65

Secondary Name	Invoice	Description	Invoice Date	Total Cost
JONES, AMY (129954)				
	052219	PERSONAL TRAINER - REC CENTER	05/22/2019	637.54
Total :				637.54
Total JONES, AMY (129954):				637.54
KRUBECK, LUCAS (130285)				
	042419	PERSONAL TRAINER - REC CENTER	04/24/2019	673.17
	052219	PERSONAL TRAINER - REC CENTER	05/22/2019	469.21
Total :				1,142.38
Total KRUBECK, LUCAS (130285):				1,142.38
KUSTERS ZIMA CORPORATION (131528)				
	74519	BAG, SCREENINGS 90 METERS LONB	05/07/2019	335.04
Total :				335.04
Total KUSTERS ZIMA CORPORATION (131528):				335.04
LEATHAM FAMILY LLC (131226)				
SYMBOLARTS LLC	0329707-IN	AWARDS PLAQUES	05/02/2019	95.00
Total :				95.00
Total LEATHAM FAMILY LLC (131226):				95.00
MILES, BRAD (131848)				
	14.5587.12A	REFUND CREDIT BALANCE	05/23/2019	131.60
Total :				131.60
Total MILES, BRAD (131848):				131.60
MSDSONLINE INC (131452)				
VELOCITYEHS	199926	MSDS SUBSCRIPTION	05/10/2019	3,349.00
Total :				3,349.00
Total MSDSONLINE INC (131452):				3,349.00
NORTHWEST PIPE (7400)				
	1134217	ELBOWS, PIPE, GATE VALVE - SUNSHINE AVE	05/06/2019	12,268.69
	1135477	Valve Box Ext 1"	05/06/2019	18.00
	1135477	Valve Box Ext 1 1/2"	05/06/2019	26.00
	1135477	Valve Box Ext 2"	05/06/2019	30.00
	1135477	Valve Box Ext 3"	05/06/2019	36.00
	1135477	Valve Box Ext 4"	05/06/2019	46.00
	1135477	#58, 14" extension	05/06/2019	139.50
	1135477	#59, 18" extension	05/06/2019	107.07
	1135477	24B, Bottom Section, (24")	05/06/2019	107.07
	1138799	2" Smith Blair #441 flex coupling	05/13/2019	95.28
	1140709	1" MIP x compression adapter	05/13/2019	104.15
	1140709	Clamp Repair 6" x 15"	05/13/2019	228.33
	1140709-1	1" MIP x compression adapter	05/13/2019	20.83

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				13,226.92
Total NORTHWEST PIPE (7400):				13,226.92
PURCHASE POWER (8240)				
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	387.28
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	71.72
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	14.34
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	71.72
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	172.12
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	631.12
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	14.34
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	71.72
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	28.94
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	557.22
	051519	POSTAGE FOR POSTAGE MACHINE	05/15/2019	.47
Total :				2,020.99
Total PURCHASE POWER (8240):				2,020.99
ROBERTSON, DOUGLAS (131856)				
	13.1150.23	REFUND UTILITY DEPOSIT	05/10/2018	121.12
Total :				121.12
Total ROBERTSON, DOUGLAS (131856):				121.12
ROCKY MOUNTAIN POWER (7570)				
	052119	UTILITIES - ROCKY MOUNTAIN POWER	05/21/2019	28.73
	052119	UTILITIES - ROCKY MOUNTAIN POWER	05/21/2019	205.60
Total :				234.33
Total ROCKY MOUNTAIN POWER (7570):				234.33
SCIENCE KIDS (131861)				
	012	FAMILY NIGHT OUT	01/31/2019	600.00
Total :				600.00
Total SCIENCE KIDS (131861):				600.00
STROH'S INDUSTRIAL LUBRICATION (9630)				
	2162	GREASE	05/07/2019	370.00
Total :				370.00
Total STROH'S INDUSTRIAL LUBRICATION (9630):				370.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	14778	CYCLE 1 OUTSOURCE BILLS	05/15/2019	32.97
ADVANCED INFO SYSTEMS	14778	CYCLE 1 OUTSOURCE BILLS	05/15/2019	94.78
ADVANCED INFO SYSTEMS	14778	CYCLE 1 OUTSOURCE BILLS	05/15/2019	86.54
ADVANCED INFO SYSTEMS	14778	CYCLE 1 OUTSOURCE BILLS	05/15/2019	86.54
ADVANCED INFO SYSTEMS	14778	CYCLE 1 OUTSOURCE BILLS	05/15/2019	111.26
ADVANCED INFO SYSTEMS	14778	PCAS Insert	05/15/2019	709.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADVANCED INFO SYSTEMS	14779	OUTSOURCE BILLS	05/20/2019	14.08
ADVANCED INFO SYSTEMS	14779	OUTSOURCE BILLS	05/20/2019	40.47
ADVANCED INFO SYSTEMS	14779	OUTSOURCE BILLS	05/20/2019	36.95
ADVANCED INFO SYSTEMS	14779	OUTSOURCE BILLS	05/20/2019	36.95
ADVANCED INFO SYSTEMS	14779	OUTSOURCE BILLS	05/20/2019	47.50
ADVANCED INFO SYSTEMS	14779	PCAS Insert	05/20/2019	24.43
Total :				1,321.97
Total SYSTEMS GRAPHICS INC (129162):				1,321.97
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10810)				
	51619	UNEMPLOYMENT FOR 1ST QTR	05/16/2019	2,486.97
Total :				2,486.97
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10810):				2,486.97
Grand Totals:				123,657.09

Report GL Period Summary

GL Period	Amount
05/19	123,657.09
Grand Totals:	123,657.09

Vendor number hash: 3755655
 Vendor number hash - split: 5390670
 Total number of invoices: 43
 Total number of transactions: 99

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	123,657.09	.00	123,657.09
Grand Totals:	123,657.09	.00	123,657.09
		Payroll 05/29/19	247,429.89
			371,086.98

Report Criteria:

Invoice.Detail.Input date = 05/28/2019
 Invoice.Batch = {NOT LIKE} "1"

AGENDA ITEM SUMMARY REPORT

Agreement for Use of City Swimming Pool

ACTION TO BE TAKEN:

Approve the agreement between the City of Cody and Park County School District #6 for the use of the swimming pool at the Paul Stock Aquatic and Recreation Center for the school district's competitive swimming program, and authorize the Mayor to sign the agreement.

SUMMARY OF INFORMATION:

In 2002 the City and School District reached an agreement for the School District to pay \$25,000 annually. In 2010, the City requested that the School District pay an additional \$10,000 to the City to assist with paying the utilities. In 2016, the City notified the School District that the fee will increase by 15% like the membership's rates. The rate increased to \$40,250.

In May 2018, the City and the school district entered into an agreement stipulating that the school district would pay 7% of the operational costs for the pool. The initial estimate of the cost to the school district using the 7% calculation was \$32,680 however this did not include 7% of the staff time. The actual cost was calculated to be \$80,953 using the 7% formula.

In February 2019, the City Administrator and City staff members met with the school superintendent and representatives from the school board to discuss the impact of the new agreement. Neither party was expecting such a significant increase and a recommendation was made to Council to terminate the agreement and enter into a new agreement that is more representative of the cost of the school district's use of the pool. The agreement was terminated on February 19, 2019.

The City proposed a new agreement that was approved by the school board at their May 21, 2019 meeting. This new agreement specifies an hourly rate for the use of the pool rather than a flat percentage of the total pool costs. The new rates are:

Base rate \$100.00 per hour (includes 6 lanes)
Lane Rate \$17.00 per hour per lane over 6 lanes
Exclusive Use Rate \$75.00 per hour

FISCAL IMPACT

Based on the usage data provided for FY18-19, the fee for this year will be \$43,407 which will be billed to the school district in June 2019. The cost for future years' pool use will be based on actual usage during each swim season at the rates outlined in the agreement.

ATTACHMENTS

1. Agreement for use of City swimming pool
2. Proposed aquatics use rates schedule

AGENDA ITEM NO. _____

**AGREEMENT FOR
USE OF CITY SWIMMING POOL**

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Cody, Wyoming, a municipal corporation, (hereinafter referred to as CITY), and Park County School District No. 6, State of Wyoming, (hereinafter referred to as SCHOOL DISTRICT).

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations described below, the parties agree as follows:

1. CITY agrees to provide and make available to SCHOOL DISTRICT the swimming pool (the lap pool) at the Paul Stock Aquatic and Recreation Center (Rec. Center) located at 1402 Heart Mountain Street, Cody, Wyoming, at such times and on such dates as the parties agree, for the following purposes: For physical education classes, and for use by Cody High School and Cody Middle School swim teams for practices and meets during the swim season. When SCHOOL DISTRICT uses the pool for practices, CITY keep at least one lane available for other visitors to the Rec. Center. During swim meets, CITY shall reserve exclusive use of the lap pool to the SCHOOL DISTRICT. SCHOOL DISTRICT shall cooperate and coordinate with CITY regarding the scheduling of practices and meets, and shall communicate with CITY swim meet dates in order to allow CITY to schedule closings for the Rec. Center pool for meets.

2. SCHOOL DISTRICT agrees to pay to the CITY, for use of the swimming pool as described above an amount based on the following fee schedule for 2019:

Base Rate	\$100.00 per hour (includes up to 6 lanes)
Lane Rate	\$17.00 per hour (for each additional lane used over 6)
Exclusive Use Rate	\$75.00 per hour

Rate Escalation – CITY may implement an increase to the hourly rates stated above at an amount not to exceed 4% of the previous year's rates. Increases to the hourly rates will be determined annually in April and become effective July 1.

3. Within 10 days after each swim season, SCHOOL DISTRICT shall provide CITY a report listing the actual number of hours and number of lanes used during the current year for practices and meets for Girls Swim, Boys Swim, Cody Middle School Swim, and Special Olympics Swim. CITY will invoice the SCHOOL DISTRICT after each swim season the amount calculated using the current rate schedule and report data provided by SCHOOL DISTRICT. SCHOOL DISTRICT agrees to make payment in full to the CITY within 30 days after receipt of each invoice. The invoice will include CITY's calculation of the fee based on the method described above.

4. CITY and SCHOOL DISTRICT do not waive their sovereign immunity by entering into this agreement and said parties specifically retain all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. ' 1-39-104(a).

5. This agreement shall be effective on the 4th day of June 2019, and shall continue until June 30, 2020. This agreement shall automatically renew each year on July 1 unless either party to the agreement shall provide notice to the other party of its intent to terminate the agreement, which notice shall be provided at least 180 days prior

to the end of the then current term.

THIS AGREEMENT is entered into this _____ day of _____, 2019.

CITY OF CODY, WYOMING

ATTEST:

Mayor Matt Hall

Cynthia D. Baker
Administrative Services Officer

**PARK COUNTY SCHOOL DISTRICT
NUMBER 6, STATE OF WYOMING**

ATTEST:

Board Chair

Board Secretary

Proposed Aquatics Use Rates

	Practices				Meets				General comments
	Practices-- Number of hours	Practices-- Number of practices	Practices-- Number of hours per practice	Practices-- Number of lanes used	Meets-- Number of hours	Meets-- Number of meets	Meets-- Number of hours per meet	Meets-- Number of lanes used per meet	
Girls Swim									Typical season mid August through beginning of November
Practice - # hours and # lanes used	135	50	2.70	7		-	-	-	Based on information received from Tony Hult, Buffy Allred
Meets - # meets, # hours per meet, and # lanes used per meet	-			-	28	4	7	8	Exclusive use
Boys Swim									Typical season late November through mid February
Practice - # hours and # lanes used	88	51	1.73	7		-	-	-	Based on information received from Tony Hult, Jason Koperski
Meets - # meets, # hours per meet, and # lanes used per meet	-			-	20	5	4	8	Exclusive use
Cody Middle School									Typical season mid February through mid March
Practice - # hours and # lanes used	20	25	0.80	7		-	-	-	Based on information received from Tony Hult, Buffy Allred
Meets - # meets, # hours per meet, and # lanes used per meet	-			-	10	2	5	8	Exclusive use
Special Olympics									Typical season late March through mid May
Practice - # hours and # lanes used	16	15	1.07	6		-	-	-	
Meets - # meets, # hours per meet, and # lanes used per meet	-			-	6	1	6	8	Exclusive use
	259	141	6.29	27	64	12	22	32	

Proposed Rates	Rate	Girls Swim		Boys Swim		Cody Middle School		Special Olympics		Totals		
		Practices	Meets	Practices	Meets	Practices	Meets	Practices	Meets	Practices	Meets	Total
Base Rate - per hour (includes 6 lanes)	\$ 100.00	\$ 13,500	\$ 2,800	\$ 8,800	\$ 2,000.00	\$ 2,000	\$ 1,000.00	\$ 1,600	\$ 600.00	\$ 25,900	\$ 6,400	\$ 32,300
Lane Rate - per hour	\$ 17.00	\$ 2,295	\$ 952	\$ 1,496	\$ 680.00	\$ 340	\$ 340.00	\$ -	\$ 204.00	\$ 4,131	\$ 2,176	\$ 6,307
Exclusive Use Rate - per hour	\$ 75.00	\$ -	\$ 2,100	\$ -	\$ 1,500.00	\$ -	\$ 750.00	\$ -	\$ 450.00	\$ -	\$ 4,800	\$ 4,800
		\$15,795.00	\$ 5,852.00	\$10,296.00	\$ 4,180.00	\$ 2,340.00	\$ 2,090.00	\$ 1,600.00	\$ 1,254.00	\$30,031.00	\$13,376.00	\$43,407.00

MEETING DATE: JUNE 4, 2019
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMIN SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT
Request for New Restaurant Liquor License

ACTION TO BE TAKEN:

Consider approving the request for a New Restaurant Liquor License

SUMMARY OF INFORMATION:

Brother's Three dba Chinatown would like to apply for a new restaurant liquor license located at 937 Sheridan Avenue for the license term ending 07/31/2019. The ownership of Chinatown is changing hands and if approved Wyoming Gourmet Experience Inc will be relinquishing their license. If approved they would follow the renewal process for the term 8/1/2019-7/31/2020.

FISCAL IMPACT

Receive \$166.83 in prorated fees and \$1,000 for the renewal of the annually, no negative impact.

ALTERNATIVES

1. Approve the Restaurant liquor license
2. Deny the Restaurant liquor license

ATTACHMENTS

Liquor license application, drawing, lease, statement of financial stability, food service permit.

AGENDA & SUMMARY REPORT TO:

Brother's Three

AGENDA ITEM NO. _____

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees Annual Fee: \$ _____ Date filed with clerk: 5 / 13 / 19

Prorated Fee: \$ 1066.46 Advertising Dates: (2 Weeks) _____

Transfer Fee: \$ _____ 5/21 & 5/28

Publishing Fee: \$ 175.00 Hearing Date: 6/4 / 19

Publishing Fee Direct Billed to Applicant:

License Term: 6 / 4 / 2019 Through 7 / 31 / 2019
Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Brother's three (S Corporation)

Trade/Business Name (dba): Chinatown Cody

Building to be licensed/Building Address: 937 Sheridan Ave
Number & Street

Cody WY 82414 Park
City State Zip County

Mailing Address: 937 Sheridan Ave
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: (307) 586 9198 Fax Number: ()

E-Mail Address: quangcel883@gmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 15 & 16 Block 53 Originaltown of Cody

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW LICENSE</p> <p><input type="checkbox"/> TRANSFER OF LOCATION</p> <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FORMERLY HELD BY: _____</p>	<p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF: <u>Cody</u></p> <p><input type="checkbox"/> COUNTY OF: _____</p> <p><input type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p>	<p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input type="checkbox"/> LLC</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p>
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TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p>	<p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p>	<p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p>SPECIAL DESIGNATIONS</p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p>
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) SEASONAL/PART-TIME NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Dec from Sun to Sat from 11am to 9pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

- BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
 - OWN the licensed building? YES (own)
 - LEASE the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 2 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 4 paragraph 11 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO

If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Guangce Zhang				7 Years	65%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Guangzuo Zhang				7 Years	35%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

 YES NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building):8' x 9' Room in Center of Bldg

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

 YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

 YES NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

 YES NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii) YES NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

 YES NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

 YES NO(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division) YES NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

 YES NO(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? YES NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with this application? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

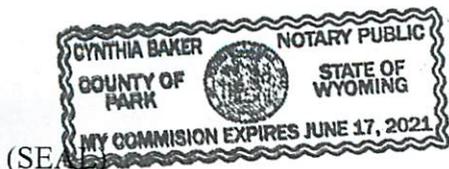
STATE OF WYOMING)
) SS.
COUNTY OF Park)

Signed and sworn to before me on this 13 day of May,

2021 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Guangce Zhang</u> (Signature)	<u>Guangce Zhang</u> (Printed Name)	<u>owner</u> Title
2)	<u>Guangzuo Zhang</u> (Signature)	<u>Guangzuo Zhang</u> (Printed Name)	<u>owner</u> Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



Cynthia Baker
Signature of Notary Public

My commission expires: 6/17/21



FIRST BANK™

Division of Glacier Bank

May 8, 2019

City of Cody
Cody, Wyoming 82414

To Whom It May Concern:

The Brothers Three DBA Chinatown of Powell, Wyoming has maintained a satisfactory banking relationship with the First Bank, Division of Glacier Bank, since April 2012. The business has maintained a demand deposit account since the origination of their restaurant in Powell.

Sincerely,

Becky Duran
Commercial Lender

LEASE AGREEMENT

THIS AGREEMENT made and entered into by and between **ZHANGLU-CODY, LLC** (herein called "LESSOR") and **BROTHER'S THREE, dba CHINATOWN**, a Wyoming Corporation, herein called ("LESSEE").

WITNESSETH

IN CONSIDERATION of the mutual covenants and agreements hereafter contained, the parties do agree as follows:

1. **DESCRIPTION AND TERM:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR those certain premises situate within the City of Cody, County of Park, State of Wyoming, described as follows:

Lots 15 and 16, Block 53 ORIGINAL TOWN OF CODY, as located in Book "E" of plats, Page 58, according to the records of the County Clerk and Recorder of Park County, State of Wyoming, and is know as "CHINATOWN".

Together with all improvements thereon and appurtenances and hereditaments thereunto or in anywise appertaining.

TO HAVE AND TO HOLD UNTO LESSEE for the term of five (5) years, commencing June1, 2019, and continuing for, during and until May 31, 2024. LESSEE shall have the right to release the premises under the same terms and conditions with the exception of the rental rate, which could be increased at that time.

a. LESSEE acknowledges and understands that LESSOR may offer for sale or sell at any time the entire property located at Lots 15 and 16, Block 53 ORIGINAL TOWN OF CODY. LESSOR will grant to LESSEE an option to match any offer received to buy the Lots 15 and 16, Block 53 ORIGINAL TOWN OF CODY property. LESSEE shall have 30 days to match and buy. If after 30 days, LESSEE does not match and buy, this option will expire.

2. **RENT:** LESSEE agrees to pay to LESSOR as rent for said premises, the sum of Six Thousand Dollars (\$6,000) per month, payable monthly in advance without demand on or before the first (1st) day of each and every calendar month, beginning June 1, 2019 which rental rate shall continue for five (5) years of the lease. Rent checks shall be made payable to ZhangLu-Cody, LLC; and mailed to: ZhangLu-Cody, LLC, 937 Sheridan Avenue, Cody, WY 82414. If LESSEE's check is returned for insufficient funds, LESSEE must pay to LESSOR a service charge of Fifteen Dollars (\$15). This service charge is in addition to any legal recourse available to LESSOR.

3. **LATE FEE:** If rent is received on or afer the fifth (5th) day of the month for which rent is due, LESSEE shall pay LESSOR a late fee of Ten Dollars (\$10) per day, beginning on the fifth (5th) day of said month and continuing each day until rent is paid.. Any late fee must be paid in addition to and at the same time as the regular rent is paid.

4. **REMODELING:** LESSOR and LESSEE understand and agree that, from the date of execution of this Lease Agreement until May 31, 2024, LESSEE shall be entitled to remodel the above described premises with LESSOR's permission.

5. **LESSEE'S OBLIGATION:** During the term of this Lease, LESSEE does covenant and agree:

- a. To pay promptly, when due, all charges for electricity, water, gas, garbage collection, telephone and other utility services rendered to or for said premises.
- b. That LESSEE shall not knowingly use or permit said premises to be used for any purpose or purposes other than the operation of a restaurant and café business without the consent, in writing, of LESSOR first had and obtained.
- c. No waste shall be committed or suffered to be committed upon the premises, nor shall any public or private nuisance be allowed upon the premises and LESSEE shall not allow said premises to be used for any improper, immoral, or unlawful purpose.
- d. That LESSEE shall comply with all requirements of municipal, state and federal authorities now in force or which may hereafter be enforced, pertaining to said premises and in the operation of said business shall faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force, or which may hereafter be enforced.
- e. That LESSEE shall, except as otherwise herein provided, keep the interior of said premises in as good order and condition as when received, ordinary wear and tear excepted; shall redecorate and maintain the interior of said premises as may be reasonably required; and said premises shall not be altered or changed without the written consent of LESSOR. As part of this clause, LESSEE shall be responsible to maintain the floor coverings and is liable for any replacement or repair of said coverings.
- f. That LESSEE shall repair all damage and injury done to the premises by LESSEE or by any person who may be in or upon the premises as an employee, agent or customer of LESSEE or with the consent of LESSEE and shall repair all damage which may result from any fault or negligence on the part of LESSEE; and shall use all reasonable precaution to prevent waste, damage, or injury to the premises.
- g. That, upon termination of this lease, LESSEE shall surrender the premises to LESSOR in as good condition and repair as reasonable and proper use will permit.
- h. That LESSEE shall permit LESSOR, its agents and assigns to enter into and upon said premises at all reasonable times for the purpose of showing for sale, inspecting or maintaining the building in which the premises are situate of for the purpose of making repairs, alterations or additions to any other portion of the building.
- i. To promptly notify LESSOR of any claims asserted against LESSOR or LESSEE on account of any injury or claimed injury to persons or property arising out of or occasioned by the use and occupancy of the premises or any adjacent sidewalks or other parking areas abutting thereon.
- j. That LESSEE shall maintain a fire, liability, and extended coverage insurance policy to insure all fixtures and equipment of LESSEE and to insure against any negligence or loss caused by LESSEE or LESSEE'S agents or customers.
- k. LESSEE shall keep the exterior of the leased premises free and clear of all garbage, rubbish, refuse of any kind, all snow, dirt and ice and shall keep the exterior of the premises in a neat and orderly condition at all times during the term of this lease.

1. That LESSEE may call LESSOR at (307) 250-1716 anytime LESSEE has a question concerning the property lease. LESSEE shall call LESSOR immediately upon notice if a repair by LESSOR is needed.
6. **LESSOR'S OBLIGATION:** LESSOR shall, during the term hereof:
 - a. Maintain the exterior walls and roof in good condition and repair; maintain and repair windows; repair adjacent sidewalks; and maintain and repair the parking area as needed.
 - b. Maintain and provide fire and extended coverage insurance upon the premises in an amount approximately equal to eighty percent (80%) of the replacement cost.
 - c. Warrant that LESSEE may peaceably have, hold, and enjoy the premises during the term of this lease so long as LESSEE shall not be in default hereunder.
8. **REPAIR OF PREMISES:** Unless otherwise stated herein, LESSEE shall pay all major and minor repairs for the inside of the premises, including the refrigeration facilities within the premises. LESSOR shall pay the cost of necessary repair and/or replacement of heating and air conditioning equipment not caused by the neglect of LESSEE and shall pay for all major and minor repairs to the exterior of the premises. LESSEE shall maintain all floor coverings (carpet, vinyl, tile or the like) on the premises and is liable for any replacement or repair of said floor coverings within a commercially feasible time period. LESSEE shall properly and periodically perform any and all preventive maintenance on the heating and air conditioning, including but not limited to, replacement of filters. LESSEE may call LESSOR at (307) 250-1716 anytime LESSEE has a question concerning the property. LESSEE shall call LESSOR immediately upon notice if a repair by LESSOR is needed.
9. **TRADE FIXTURES:** Upon the expiration of this lease, LESSEE shall have the right to remove from the premises all moveable trade fixtures belonging to LESSEE and shall repair and restore to good condition all areas from which such fixtures are removed, and shall remove all business signs placed on the premises and restore the portion of the premises on which they were placed to good condition. It is understood that all plumbing and bath fixtures, lighting, and heating equipment, and any additional lighting installed by LESSEE shall be and is the property of LESSOR once such becomes attached to the leased premises.
10. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term of this lease from any cause, LESSOR shall repair the same, provided such repair can be made within one hundred eighty (180) days and such partial destruction shall not annul or void this lease. LESSEE shall be entitled, however, to a proportionate reduction of rent while such repairs are being made, such reduction to be based upon the extent to which the destruction of the premises and the making of such repairs shall interfere with the business carried on by LESSEE. In the event that the building in which the premises are located is destroyed to the extent of forty percent (40%) or more of the replacement costs, either party may elect to terminate this lease by giving to the other notice in writing within fifteen (15) days after the date of such destruction.

11. **RESTAURANT LIQUOR LICENSE:** LESSEE has the consent of LESSOR to sell alcohol and malt beverages on the LEASED PROPERTY to be used in conjunction with the business.

12. **NO ASSIGNMENT:** LESSEE shall not assign or sublease the premises or any right or privilege connected therewith, without first obtaining the written consent of LESSOR, which consent shall not unreasonably be withheld. A consent by LESSOR shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease or license to occupy by LESSEE shall be void and shall terminate the lease at the option of LESSOR.

13. **OCCURRENCE OF BREACH:** The appointment of a receiver to take possession of the assets of LESSEE, a general assignment for the benefit of creditors of LESSEE, any action taken or allowed to be taken by LESSEE under any bankruptcy act or the failure of LESSEE to comply with each and every term and condition of this lease shall constitute a breach of this lease.

14. **NOTICE OF BREACH:** LESSEE shall have fifteen (15) days after receipt of written notice from LESSOR of any breach to correct the conditions specified in the notice, or, if the corrections cannot be made within the fifteen (15) day period, LESSEE shall have a reasonable time to correct the default if action is commenced by LESSOR within fifteen (15) days after receipt of the notice.

15. **NO WAIVER:** The failure of LESSOR to insist upon a strict performance of any of the terms and conditions hereof, or to give LESSEE notice of default on account of the breach of any of the terms and conditions hereof, shall be deemed a waiver only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions of this agreement.

16. **SUCCESSIVE DEFAULTS:** In the event of any consecutive or successive defaults or breaches by LESSEE of the covenant for payment of rent, when due, only the first notice of default need to be given to LESSEE by LAND LORD and LESSEE shall not be allowed any time within which to correct any subsequent successive default.

17. **REMEDIES ON DEFAULT:** If the rent above mentioned, or any part thereof shall be unpaid on the date whereon the same ought to be paid, or in the event that any breach of any other term, provision, or covenant of this lease to be kept and performed by LESSEE shall not be corrected within the time herein provided, then LESSOR, besides other rights or remedies it may have, may, at its option, declare this lease terminated and upon such termination, shall have the immediate right of re-entry and may remove all persons and property from the premises, and such property may be removed and stored in any other place in the building in which the premises are situate, or in any other place for the account of and at the expense and risk of LESSEE. LESSEE waives claims for damages which may

be caused by re-entry of LESSOR in taking possession of the premises or removing or storing the furniture and property as herein provided. No such reentry by LESSOR shall be considered or construed to be forcible entry. After re-entry, LESSOR may terminate the lease by giving a fifteen (15) day written notice of termination to LESSEE. Without such notice, re-entry will not terminate the lease. On termination, LESSOR may recover from LESSEE all damages proximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due to LESSOR from LESSEE. After re-entering, LESSOR may relet the premises or any part thereof for any term without termination of the lease at the highest available rent and on such terms as it may choose and LESSEE shall, in addition to liability to LESSOR for breach of the lease, be liable for all expenses in reletting, for alterations and repairs made and for the difference between the rent received by LESSOR under the new lease agreement and the rent installments that are due for the same period under this lease. LESSEE shall also pay to LESSOR all costs and attorney fees incurred by LESSOR in re-entry, reletting and terminating the lease.

18. **ATTORNEY'S FEES:** In case suit shall be brought for any unlawful detainer of the premises or for the recovery of any rent due under the provisions of this lease, or because of breach of any covenant herein contained on the part of LESSEE to be kept and performed, then LESSEE shall pay to LESSOR reasonable attorney fees.

19. **TIME IS OF THE ESSENCE:** Time is of the essence in the terms and conditions of this lease.

20. **BINDING ON HEIRS AND ASSIGNS:** This lease shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

21. **DUPLICATE ORIGINALS:** This lease agreement shall be executed in duplicate originals.

IN WITNESS WHEREOF we have set our hand as of the day and year below written.

5/13/19
Date

Xiran Zhang
ZHANGLU-CODY, LLC, LESSOR
By XIREN ZHANG, MEMBER

5/13/19
Date

Guangce Zhang
BROTHERS THREE, LESSEE
By GUANGCE ZHANG, PRESIDENT

MEETING DATE: JUNE 4, 2019

DEPARTMENT: PUBLIC WORKS - STREETS

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Rescind Award of Bid Number 2019-04 – 19th Street Overlay Project

ACTION TO BE TAKEN

Rescind the Award of Bid Number 2019-04 for the 19th Street Overlay Project to Wild West Construction.

SUMMARY OF INFORMATION

The 19th Street Overlay Project is planned for completion before June 30, 2019, with the approved FY 2018-19 Budget. During the FY 2019-20 Budget Work Sessions on May 14, 15, and 16, 2019, the City Council instructed City Staff to analyze potential cost savings in the approved FY 2018-19 Budget. Those cost savings could in turn increase general fund reserves at the end of this fiscal year to help offset the general fund deficit anticipated in the proposed FY 2019-20 Budget. Based on this request, City Staff presented the 19th Street Overlay Project as a project that could be delayed until a future year, with the entire approved budget amount of \$163,904 being saved since no project expenses have been incurred to date. The City Council directed staff to remove the project from the approved budget with a proposed budget amendment, and delay the project until a future year that is yet to be determined. In addition, the City Council directed staff to include the 19th Street Overlay Project as one of the capital projects in a future one cent Specific Purpose Tax ballot initiative.

The City Council had approved the Award of Bid Number 2019-04 for the 19th Street Overlay Project paving operations to Wild West Construction in the estimated amount of \$11,825 at the Regular City Council Meeting held on May 7, 2019. With the project being removed from the approved FY 2018-19 Budget through a proposed budget amendment, the Award of Bid Number 2019-04 must be rescinded. A Notice of Award has not been issued to Wild West Construction for the project, and the company owner was informed of the budget workshop discussions and this proposed action on Tuesday, May 28, 2019.

FISCAL IMPACT

A direct cost savings \$11,825 in the FY 2018-19 Budget by not executing a project agreement with Wild West Construction through this action, and an overall cost savings of \$163,904 through a proposed budget amendment to remove the project from the approved FY 2018-19 Budget through a separate action.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO

None

AGENDA ITEM NO. _____

MEETING DATE:	JUNE 4, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Preliminary Plat of the Overfield Minor Subdivision

ACTIONS TO BE TAKEN

Approve the preliminary plat of the Overfield Minor Subdivision, a 5-lot infill subdivision.

SUMMARY

Bill and Rita Overfield as the property owners, have submitted a preliminary plat application for a 5-lot subdivision of a 0.87-acre property pursuant to the infill subdivision option of City of Cody Code 11-8. The property is currently vacant and is located within the residential R-3 zoning district. All five lots would be developed with single-family dwellings (one each). The preliminary plat drawing is attached.



A detailed analysis is found in the attached report to the Planning and Zoning Board. The Board adopted the staff recommendation without change. The conditions of approval primarily relate to providing plans or improvements as outlined by the infill subdivision ordinance. One condition (#5) relating to irrigation water needs modified—the application and therefore the Planning and Zoning Board review was based on the surface water rights being detached, when the owner actually plans to keep those water rights. Therefore, condition #5 is modified to reflect the requirement that a distribution system be provided for that surface water.

RECOMMENDATION:

The Planning and Zoning Board has recommended that the City Council approve the preliminary plat for the William and Rita Overfield Minor Subdivision, subject to submittal of the final plat and construction drawings with the following additions/clarifications, except #5 is modified to reflect the applicant's plans to keep the surface water rights:

1. Include a note that the subdivision improvements were based on the property containing no more one dwelling unit per lot. Additional dwelling units would require additional subdivision improvements.
2. Include the improvement district language for 31st Street in the Owner's dedication on the final plat.
3. Provide a maintenance agreement or covenants to set forth the maintenance responsibilities for the private access drive, including maintenance of the access drive, fence, and stormwater facility. See 11-8-5(C).
4. Provide approval of the Cody Canal and McMillin Ditch Company for the plan to pipe the McMillin Ditch.

AGENDA ITEM NO. _____

5. Provide an irrigation distribution plan for the subdivision, approved by the McMillin Ditch Company/Cody Canal. If the ditch company does not have a standard maintenance agreement that they require for the shared irrigation system, outline the maintenance responsibility in the maintenance agreement or covenants mentioned in Condition 3. Submit verification that the transfer of water rights from the property has been completed, or that the agreements and documents are in place to complete the transfer.
6. Applicable utility fees will need to be paid before the final plat is recorded (water tap fees and electrical materials estimate).
7. Include all construction details found in 11-8-4 on the plans either by drawing or note. Also include the mailbox location approved by the Post Office. The plans must reflect individual sewer services connecting to the main in 31st Street, and provide 20-foot radii on the turnaround.
8. The final plat application must be submitted within one year and otherwise comply with provisions of the subdivision ordinance.

ATTACHMENTS:

Preliminary Plat

Planning & Zoning Board Staff Report

AGENDA ITEM NO. _____

**CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD
STAFF REPORT**

MEETING DATE:	MAY 28, 2019	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	OVERFIELD MINOR SUBDIVISION PRELIMINARY PLAT. SUB 2019-06	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

Bill and Rita Overfield as the property owners, have submitted a preliminary plat application for a 5-lot subdivision of a 0.87-acre property pursuant to the infill subdivision option of City of Cody Code 11-8. The property is currently vacant and is located within the residential R-3 zoning district. All five lots would be developed with single-family dwellings (one each). The preliminary plat drawing is attached.



SUBDIVISION REGULATIONS

The infill subdivision option was adopted in January of 2018 as a template for situations where lots in existing developments have undeveloped or underutilized areas that can be developed with additional housing.

The infill standards are as follows, with staff comments provided.

11-8-2: APPLICABILITY:

- A. The property is 1.2 acres (52,272 square feet) or less in size (net lot area);
Comment: Met. Property is 0.87 acres.
- B. The property is at least ... ten thousand (10,000) square feet (net) if zoned R-3; ...
Comment: Met.
- C. The property is located in a residential zoning district and does not contain any non-conforming commercial or industrial uses. *Comment: Met.*
- D. The property has frontage on and access directly to/from a paved public street;
Comment: Met. 31st Street is a paved city street.

E. The property will contain no more than five (5) lots, and no more than five (5) dwelling units (primary and accessory);

Comment: Met. The size of Lot 5 (mislabeled as Lot 1, on west end) could accommodate two units, but the applicant is restricting it to one unit to comply with the limitation of 5 total dwelling units.

F. The access route to any lot in the proposed subdivision is not more than three hundred fifty feet (350') in length, measured from the public street right-of-way to the middle of the turnaround;

Comment: Met. Access route will be 210 feet in length.

G. All lots will be served with public sewer, public water, and City electric power;

Comment: As proposed.

H. No sewer or water lines will be shared between lots - individual sewer and water service lines must be run to each lot.

Comment: Individual water lines are shown. However, the plan shows a single sewer line acting as a main for all five lots. The infill regulations were developed for straight-forward situations, which would not involve extensions of public sewer and water mains and the accompanying engineering and WY DEQ review and approval. The infill template does not authorize the use of private sewer mains. In addition, the use of the private sewer main would require a WY DEQ permit per their Policy 13.9.9, as it serves more than two buildings on separate lots, and therefore would need the necessary engineering, plan and profile drawings, and City authorization. Lastly, the sewer requirements in the subdivision ordinance lack any language that would indicate that sewer mains serving multiple lots can be private.

Admittedly, the City accepted the subdivision application and was willing to look into whether a private sewer main was an option, but after investigation, the only options are either to construct a public sewer main to City standards, or install individual services as outlined in the infill template. Installation of a sewer main (public or private) would disqualify the subdivision from the infill option, but the subdivision could still be reviewed under the traditional subdivision standards. This report is based on the use of individual sewer services being extended from the main in 31st Street. The applicant's surveyor has indicated that individual sewer services are apparently agreeable to the applicant.

11-8-4: 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

(2) 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.

1. Lot Frontage: All lots shall be provided with frontage on a public street or private access easement, in accordance with the table in section 10-6-2 of this Code. 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 subsection A3 of this section... *Comment: Met.*

2. 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 (3"), compacted depth.

Comment: The paved entrance is depicted on the preliminary plat.

3. Minimum Dimensions: Minimum dimensions of the access easement and the composition of the access drive shall be in accordance with the following table. Base course is one and one-fourth inch (1 1/4") minus with fines. Top course is five-eighths inch (5/8") minus with fines.

Comment: The preliminary plat indicates the minimum dimensions required, but lacks details on the base and top course specifications. It is suggested that the application include a cross-section of the road with the relevant construction details.

4. Access Drive: 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...

Comment: No cross-section is provided. The application indicates a 25-foot wide access easement with a 25-foot wide gravel access road. Only an 18-foot wide access road is required, and a few feet is needed for the drainage swale/infiltration trench and fence. The Board should require a cross section to note these details.

5. Approach to Public Street: 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.

Comment: Not applicable—no curb and gutter on 31st Street.

6. Access Drive Connection: 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.

Comment: Access for all lots will be from the proposed access road.

7. Property Frontage: 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.

Comment: 31st Street has no curb and gutter. Improvement district language will need to be noted on the final plat.

8. Turnarounds: 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.

Comment: A turnaround is indicated as required.

9. Turnaround Construction Options: ...

Comment: The turnaround meets dimensional requirements, except that it appears to have only 15-foot radii where 20-foot radii are required.

10: Turnouts: When required as identified in the table in subsection A3 of this section, a turnout shall be provided approximately mid-point along the access drive by widening the driving surface to a minimum of twenty feet (20')... Construction of the turnout shall be to the same specifications as the access drive.

Comment: The access road as proposed will be at least 20 feet wide, so no additional turnout is required.

B. Utility Requirements: ...

Comment: There are several construction details relating to the utility requirements of this section that are not reflected in the application (e.g. individual sewer lines, cleanouts with concrete collars, tracer tape above lines, marking posts, curb stops at edge of 31st Street right-of-way). Rather than noting all of them here, it is sufficient to say that additional detail is needed to demonstrate that the construction requirements of this section will be applied.

C. Stormwater/Drainage Requirements:

1. The area of the access easement shall be graded to manage stormwater 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 stormwater 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 stormwater 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 stormwater. A single size in the range of one and one-half inches (1¹/₂") to three inches (3") (non-crushed) is recommended.

Coffer dams must be installed along the swales/trenches as needed to prevent lateral flow of stormwater 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 Stormwater Policy Manual.

Comment: The application refers to a cross section, but none was submitted. There is a note that the road will be graded to the north. This will mean that the standard stormwater detail in the template will not be adequate due to the driveways into the lots preventing construction of much of the length of the swale, so a revised configuration/sizing will need to be presented.

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.

1. 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-inch letter height, on contrasting background).

Comment: Show location and design on plan.

2. Install "No Parking/Fire Lane" sign(s) along the access drive, located and spaced as approved by the Fire Marshal.

Comment: Two signs, one near the entrance and one in the turnaround will be sufficient.

E. Fencing Requirements: Where the access drive is located adjacent to a neighboring residentially-zoned property, a minimum six foot (6') tall, solid fence shall be installed between the access drive and the neighboring property, except within fifteen feet (15') 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.

Comment: The application notes an existing 4-foot tall fence. The required 6-foot solid fence will need to be provided.

11-8-5: 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.
Comment: The applicant has identified that the subdivision is limited to five homes. A note will be needed on the final plat restricting all five lots to one dwelling unit each.
- B. Either the lot, or the turnaround serving it, must be within six hundred feet (600') 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.
Comment: Met (approximately 440' from existing hydrant to back lot)
- 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 stormwater 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, 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.
Comment: The maintenance agreement will need to be submitted for review with the final plat.
- 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.
Comment: Include in agreement submitted with final plat.
- 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.
Comment: The applicant will need to contact the Post Office to coordinate location and box specifications, and have Public Works okay the location as well. The location will need to be shown on the plans submitted with the final plat.
- 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.

Comment: The applicant plans to utilize existing dumpsters on 31st Street. They may be shifted to the north to leave room for the mailbox.

G. Gates or other features that would obstruct vehicle or pedestrian use of the access drive are prohibited. *Comment: None proposed.*

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.

Comment: Noted.

Irrigation: The application notes that the surface water rights have been detached from the property. Evidence that the transfer or abandonment has been completed or under contract to be completed needs to be submitted.

Section 11-5-1(J) of the subdivision ordinance requires all open canals and ditches to be piped or eliminated if possible. The McMillin Ditch crosses the west end of the property and the applicant is planning to have it piped as required. The piping should be noted on the plans. The work must be coordinated with the McMillin Ditch and Cody Canal Company.

Setbacks and Lot Dimensions: The lots meet applicable standards for lot size, width, and length-to-width ratio.

RECOMMENDATION:

Recommend that City Council approve the preliminary plat for the William & Rita Overfield Minor Subdivision, subject to submittal of the final plat and construction drawings with the following additions/clarifications:

1. Include a note that the subdivision improvements were based on the property containing no more one dwelling unit per lot. Additional dwelling units would require additional subdivision improvements.
2. Include the improvement district language for 31st Street in the Owner's dedication on the final plat.
3. Provide a maintenance agreement or covenants to set forth the maintenance responsibilities for the private access drive, including maintenance of the access drive, fence, and stormwater facility. See 11-8-5(C).
4. Provide approval of the Cody Canal and McMillin Ditch Company for the plan to pipe the McMillin Ditch.
5. Submit verification that the transfer of water rights from the property has been completed, or that the agreements and documents are in place to complete the transfer.

6. Applicable utility fees will need to be paid before the final plat is recorded (water tap fees and electrical materials estimate).
7. Include all construction details found in 11-8-4 on the plans either by drawing or note. Also include the mailbox location approved by the Post Office. The plans must reflect individual sewer services connecting to the main in 31st Street, and provide 20-foot radii on the turnaround.
8. The final plat application must be submitted within one year and otherwise comply with provisions of the subdivision ordinance.

ATTACHMENTS:

Minor Subdivision Preliminary Plat

MEETING DATE: MAY 1, 2019
DEPARTMENT: FINANCE
PRESENTED BY: LESLIE BRUMAGE, FINANCE OFFICER

AGENDA ITEM SUMMARY REPORT **Resolution 2019-07 Budget Amendment**

ACTION TO BE TAKEN:

Approve the resolution amending the FY18-19 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY18-19 on June 19, 2018. Per State Statute, budgets may be amended through Resolution by the City Council. This request includes the following amendments:

Transfer \$6,748,360 in revenue and \$6,748,360 in expenses from the General Fund to the newly created Pass Through Grants Fund

Transfer \$6,000 from the Council Contingency account to the Police budget for additional costs related to the Clint Black concert.

Transfer \$1,080 from the General Government IT budget to the Recreation IT budget for the purchase of scanners for the rec center.

Remove the budget for the 19t St overlay project. The budgeted cost for this project is \$164,903 and we were projecting to spend \$150,000 in FY18-19. This project will be reconsidered at a later date.

FISCAL IMPACT

General Fund cash reserves will increase by \$150,000, the projected amount that would have been spent.

ATTACHMENTS

1. Resolution 2019-07

AGENDA ITEM NO. _____

RESOLUTION 2019-07

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2018-2019

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2018-19 was duly adopted by the City of Cody with Ordinance No 2018-13 on June 19, 2018 in accordance with the State of Wyoming Statutes; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, Amendment Number 4 was authorized by the City of Cody Council:

	Original Budget	Amendment 1 08/2018	Amendment 2 03/2019	Amendment 3 04/2019	Amendment 4 05/2019	Amended Budget
REVENUES						
General Fund	\$10,224,529	\$124,292	\$5,999,800		(\$6,748,360)	\$9,600,261
Vehicle Replacement Fund	\$476,681					\$476,681
Lodging Tax Fund	\$127,000					\$127,000
Cody Public Arts Fund	\$0		\$5,251	\$1,000		\$6,251
Pass Through Grants Fund	\$0				\$6,748,360	\$6,748,360
Specific Purpose Tax Fund	\$2,043,463					\$2,043,463
Solid Waste Fund	\$2,303,560					\$2,303,560
Water Fund	\$4,498,935	\$179,036				\$4,677,971
Wastewater Fund	\$2,220,369					\$2,220,369
Electric Fund	\$12,254,599					\$12,254,599
TOTAL REVENUE	\$34,149,136	\$303,328	\$6,005,051	\$1,000	\$0	\$40,458,515
EXPENSES						
General Government	\$1,583,162		\$5,998,009	\$12,000	(\$6,755,440)	\$837,731
Police	\$3,208,857	\$120,383	\$6,375		\$6,000	\$3,341,615
Parks & City Facilities	\$1,202,269		\$25,425			\$1,227,694
Public Works	\$2,081,198	\$182,559	\$12,258		(\$164,903)	\$2,111,112
Recreation Center	\$2,327,037	\$398	(\$2,457)		\$1,080	\$2,326,058
Vehicle Replacement	\$568,750					\$568,750
Lodging Tax	\$132,841		\$212			\$133,053
Cody Public Arts Fund	\$0		\$173	\$5,113		\$5,286
Pass Through Grants Fund					\$6,748,360	\$6,748,360
Specific Purpose Tax Fund	\$1,506,768	\$245,995				\$1,752,763
Solid Waste Fund	\$2,393,484	\$1,180	\$18,875	\$3,248		\$2,416,787
Water Fund	\$4,834,002	\$288,455	\$66,296	\$7,906		\$5,196,659
Wastewater Fund	\$2,479,219	\$12,695	\$7,229	\$5,389		\$2,504,532
Electric Fund	\$12,240,899	\$64,878	\$22,662			\$12,328,439
TOTAL EXPENSES	\$34,558,486	\$916,543	\$6,155,057	\$33,656	(\$164,903)	\$41,498,839

PASSED, APPROVED AND ADOPTED THE 21ST DAY OF MAY 2019.

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

MEETING DATE:	MAY 21, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

ORDINANCE 2019-03 AMENDING TITLE 9, CHAPTER 3, CONTRACTOR LICENSING

ACTION:

Consider Ordinance 2018-03 to modify the City's contractor licensing regulations.

BACKGROUND:

The City Contractor Board and Community Development staff have worked on an update to the City's contractor licensing regulations. Most of the proposed edits were staff initiated based on past experiences or guidance from City Council. The Contractor Board as a whole understands the need for the update and is supportive of the changes (more of a negotiated consensus than full agreement).

Guiding principles used in the update included:

1. Better customize the licensing process to the level of specialty needed. This allows the requirements pertaining to experience and testing to be better tailored to the type of license requested. For example, the new categories for "residential structures only" do not require the same level of experience as those for commercial buildings. Also, the Contractor Board would now have authority to grant a conditional or limited license to those that may not qualify for a full license. In other words, if the person does not have the knowledge and experience for all types of work authorized by a certain license, they can still be authorized to perform the type of work that they are qualified to perform.
2. Reduce the amount of experience required where appropriate, with even greater reduction if the person has passed a test for that trade. The reduced experience for those that have passed a test emphasizes education of the applicable codes (studying for the test), but does not preclude those that have gained knowledge "on the job". Several specialty contractor categories have had the amount of required experience significantly reduced (most reduced from 3 years to 2 years for commercial licenses and from 3 years to 6 months for residential licenses).
3. Create an exemption to the licensing requirements for owners of residential houses that do not live there, so that they can pull building permits to do work that they know how to perform. It is believed that many landlords do work without getting required building permits. Historically, this ordinance has prevented them from obtaining permits for most work—instead requiring them to use a licensed contractor. Staff believes it is more important that we allow them to get a building permit so that an inspector can verify their work is completed in a proper manner. It is noted that the exemption would not allow them to perform electrical, plumbing, or HVAC work if they do not know what they are doing.

AGENDA ITEM NO. _____

4. To avoid misunderstanding and abuses of exemptions, clarify language pertaining to the homeowner exemption for construction of a new dwelling, and for owner general contracting/project management. Add a required time period to reside in a dwelling constructed under the homeowner exemption.
5. Find ways to shorten and simplify the application process. The building official would now be authorized to issue licenses directly, without Board review, in cases where the applicant clearly meets the licensing requirements and has been previously licensed (e.g. national companies coming into town for a single project). The ordinance language allows the Board to determine many of the details for the application forms, which will allow them to update the forms based on the goals of simplification and quick processing.

The proposed ordinance is attached. There is also a “track changes” version of the proposed changes provided to show the extent of the changes, yet it is hard to follow every change as some portions were deleted and others just moved and you cannot tell which from just looking at the “track changes” version. To see the ordinance currently in place you can go to: cityofcody-wy.gov, select “Government”, then “Municipal Code”, and go to Title 9, Chapter 3.

FISCAL IMPACT

No direct impact to the city budget is expected.

ALTERNATIVES

Approve, deny, or amend proposed Ordinance 2019-03.

RECOMMENDATION

The document was reviewed by the Contractors Board and they are agreeable to the changes. It is recommended that Ordinance 2019-03 be adopted as presented.

ATTACHMENTS:

Ordinance 2019-03

“Track changes” version of changes

ORDINANCE 2019-03

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 3
OF THE CITY OF CODY CODE.**

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

Title 9, Chapter 3 of the City of Cody Code shall be amended to read as found in Exhibit A, attached hereto.

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

PASSED ON FIRST READING: 5/21/19

PASSED ON SECOND READING: _____

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

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director

EXHIBIT A, Ordinance 2019-03

Chapter 3

CONTRACTOR LICENSING

9-3-1: CONTRACTOR LICENSE REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:

9-3-2: APPLICATION AND REVIEW PROCESS:

9-3-3: TERM OF LICENSE; RENEWAL REQUIRED:

9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE; EFFECTS THEREOF:

9-3-5: INSURANCE REQUIRED:

9-3-6: INACTIVE STATUS:

9-3-1: CONTRACTOR LICENSE REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:

A. Contractor License Required.

It shall be unlawful for any person to participate in any form of “construction contracting” within the City unless that person is either:

- i. Licensed in the particular contracting category under the provisions of this chapter for the work being performed;
- ii. Performing construction contracting solely for work that is entirely exempt from all building, plumbing, HVAC, and electrical permits; or,
- iii. Exempt from contractor licensing as otherwise provided in this chapter for homeowners, owners of residential properties regulated by the International Residential Code, and non-compensated volunteer laborers while overseen by someone otherwise authorized to perform construction contracting pursuant to this chapter.

"Construction contracting" as used herein shall include the: demolishing; erecting; constructing; assembling; enlarging; altering; moving; removing; repairing; improving; converting; and performing work on electrical, plumbing or HVAC systems; of or on any building, structure or device in a manner regulated by the adopted building, plumbing, mechanical, or electrical codes. Activities specifically excluded from construction contacting include, but are not limited to: carpeting, decorating, installing flooring, painting, tiling, and wallpapering.

Furthermore, it shall be illegal to solicit construction contracting work or claim to be licensed or otherwise authorized to perform construction contracting work within the City without holding a contractor’s license pursuant to this chapter for the applicable category of work that is advertised.

B. Licensing Exemptions.

The following exemptions to the above contractor licensing requirement are provided. These exemptions do not absolve a person from obtaining necessary permits and inspections, or from completing the work in accordance with adopted codes. Persons claiming such an exemption shall submit documentation for such to the Building Official and complete any applicable affidavits as noted herein.

- i. Owner-Occupied Property Owner Exemption:

EXHIBIT A, Ordinance 2019-03

A property owner who is not a licensed contractor may be issued permits to perform work that would otherwise require them to hold a contractor's license, if one of the following scenarios applies, and they otherwise meet the requirements herein:

- a. The structure, building, or device falls within the jurisdiction of the International Residential Code and the work will be performed by the property owner on the property where they currently reside.
- b. The structure, building, or device falls within the jurisdiction of the International Residential Code, the work will be performed by the property owner, and the property owner intends to reside on the property once the work is completed.

The language indicating work is to be performed by the property owner does not preclude the property owner from hiring licensed contractors/subcontractors, or from having immediate family members of the property owner and non-compensated volunteers participate in the permitted work while overseen by the property owner or a contractor licensed for the work being performed.

The property owner, whether their ownership of the property is individual, joint, or part of a group (e.g. partnership or corporation), may be issued permits for the construction of no more than two new dwelling units in any five-year period. The property owner requesting a permit for construction of a new dwelling unit shall sign a sworn affidavit indicating their intent to reside on the property ~~for at least one year~~ after the certificate of occupancy is issued. ~~If a person fails to meet the one year minimum occupancy requirement, they shall not be entitled to further utilize this exemption to construct a dwelling unit.~~

For work on existing dwellings subject to the International Residential Code, there shall be no limit on the number of building, plumbing, mechanical or electrical permits a property owner may receive to perform work on their own property where they reside.

ii. Residential Property Owner Exemption:

A property owner that does not reside on their property, but who either has owned the property for the past two years, or who intends to maintain ownership of the property for at least two years after purchase, may be issued permits to perform work on an existing dwelling or an accessory structure without possessing a contractor's license, subject to the limitations specified herein. This exemption does not authorize creation of a new dwelling unit.

The dwelling or structure must fall within the jurisdiction of the International Residential Code. A permit shall be issued to the property owner for any type of work on the existing dwelling except: electrical work; plumbing work; and heating, ventilation, and A/C (HVAC) work. Provided, if the property owner can demonstrate relevant experience and knowledge to safely perform work in any of those areas, the building official may issue a permit to the property owner for the work, or part thereof, for which the property owner has relevant experience and knowledge. In no case shall the building official issue a permit pursuant to

EXHIBIT A, Ordinance 2019-03

this exemption for installation of an electrical service or startup of a new HVAC system, unless the property owner has a contractor's license for such.

A property owner that has not maintained ownership of the property for at least two years shall sign a sworn affidavit indicating their intent to maintain ownership of the property for the balance of the required two-year period. If a person fails to comply with the two-year minimum ownership requirement, they shall not be entitled to further utilize this exemption.

iii. **Property Owner Construction Management Exemption:**

A property owner may perform the construction management aspect of overseeing construction activities on their commercial or residential property, subject to the conditions and limitations of this section, and be issued the building permit for such project. In such cases, a general contractor is not required. Where a property owner is issued a building permit as a construction manager, it does not authorize them to perform any construction work requiring a contractor's license. All construction and demolition work on the project shall be performed by licensed contractors/subcontractors.

iv. **City Inspector Exemption:** Construction work for the City may be performed by the City building inspectors when they hold an International Code Council (ICC) certificate or Wyoming contractor license for the type of work performed.

C. CONTRACTOR LICENSING CATEGORIES

Licenses for construction contracting are categorized and defined as follows. A license authorizes the company or person(s) holding the license to perform work within the trades(s) identified for that license, to the extent specified herein. Provided, each contractor is responsible to ensure that they do not accept or perform work that is clearly beyond their level of proficiency and skill—doing so is grounds for suspension and revocation of their license, as may be determined by the contractor's board.

i. **General Contractor:** This category authorizes the construction of all components of commercial and residential structures, except those components requiring an electrical license, plumbing license, or mechanical/HVAC license. A general contractor is also authorized to manage all work on the permitted project.

Persons requesting a general contractor license after adoption of this section shall show that they have passed the International Code Council (ICC) National Standard Exam for Class "A" Commercial or Class "B" Commercial and Residential contracting (or equivalent), and have at least 60 months of experience as a general contractor, journeyman carpenter, architect, engineer or similar work that demonstrates the skills and proficiency needed to act in the capacity of a general contractor.

ii. **General Contractor—IRC:** This category authorizes the construction of all components of a residential structure that is subject to the International Residential Code (e.g. single-family dwellings, duplexes, and townhouses), except those components requiring an electrical license, plumbing license, or mechanical/HVAC license. An IRC general contractor is also authorized to manage all work on the permitted project.

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Persons requesting a “general contractor-IRC” license shall show that they have passed the ICC Class “C” Residential Contractor Exam (or equivalent) and have at least 24 months of experience that demonstrate the knowledge, skills and proficiency needed to perform work of this nature.

- iii. Master Electrical Contractor: This category authorizes electricians licensed by the State of Wyoming as Master Electricians to perform electrical work regulated by the National Electric Code within the City of Cody. Their employees that perform electrical work must also be registered with the State of Wyoming. Persons requesting to be licensed by the City as an electrical contractor must provide a copy of their current Wyoming master electrician license and electrical contractor’s license (card) issued by the State of Wyoming.
- iv. Master Plumbing Contractor: This category authorizes plumbing work (including fuel gas) within all types of buildings and structures.

Persons requesting a master plumbing contractor license shall show that they have passed the ICC “Master Plumber with Fuel Gas” exam (or equivalent) and have at least 48 months of experience that demonstrate the knowledge, skills and proficiency needed to perform work of this nature.

- v. Plumbing Contractor—IRC: This category authorizes all plumbing work within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a “plumbing contractor-IRC” license shall show that they have passed the ICC “F26 National Standard Residential Plumber” exam (or equivalent) and have at least 12 months of experience that demonstrates the knowledge, skills and proficiency needed to perform work of this nature; or, have at least 36 months of experience that demonstrate the knowledge, skills and proficiency necessary to perform work of this nature.

- vi. Master Mechanical/HVAC Contractor: This category authorizes mechanical/HVAC work within all types of buildings and structures.

Persons requesting a master mechanical/HVAC contractor license shall show that they have passed the ICC “Master Mechanical” exam (or equivalent) and have at least 24 months of experience that demonstrate the skills and proficiency needed to perform work of this nature; or, have at least 48 months of experience that demonstrate the knowledge, skills and proficiency necessary to perform work of this nature.

- vii. Mechanical/HVAC Contractor—IRC: This category authorizes all mechanical/HVAC work within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a “mechanical/HVAC contractor-IRC” license shall show that they have passed the ICC “F32 National Standard Residential Mechanical” exam (or equivalent) and have at least 12 months of experience that demonstrates the skills and proficiency needed to

EXHIBIT A, Ordinance 2019-03

perform work of this nature; or, have at least 36 months of experience that demonstrate the skills and proficiency necessary to perform work of this nature.

- viii. Specialty Contractor: This category authorizes the person to work in one or more of the following trades, on any type of building or structure. Work only in those trades for which the person applies and meets the minimum experience therefore is authorized. The minimum experience need not be provided if the person has passed an ICC or equivalent professional exam for the trade and otherwise demonstrates the applicable knowledge, skills and proficiency to the Contractor's Board.

<u>Trade:</u>	<u>Minimum Experience:</u>
Asbestos Abatement	24 months
Commercial Fire Suppression Systems	36 months
Commercial Railings	24 months
Conveyor Systems	36 months
Demolition	24 months
Drywall	24 months
Elevator Installation	48 months
Fencing	6 months
Framing	48 months
Ground stabilization/mud jacking	24 months
Insulation	24 months
Masonry	48 months
Refrigeration	24 months
Roofing	24 months
Sheet metal installation	24 months
Siding	24 months
Sign/Awning Installation	24 months
Steel fabrication/erection	48 months
Structural Concrete	48 months
Stucco/Plaster	12 months
Underground Utilities (sewer, water, conduit)	12 months
Windows/Glass glazing	12 months

- ix. Specialty Contractor—IRC: This category authorizes the person to work in any of the following specialty contractor activities when the work is conducted on a building or structure subject to the IRC. The minimum experience need not be provided if the person has passed an ICC or State of Wyoming exam for the trade, or if the Building Official or Contractor's Board is otherwise satisfied that the person has the knowledge and training necessary to perform the work in a competent manner.

<u>Trade:</u>	<u>Minimum Experience:</u>
Fire Suppression Systems	6 months
Demolition	6 months
Drywall	6 months
Fencing	3 months

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Framing	12 months
Insulation	6 months
Masonry	6 months
Roofing	6 months
Sheet metal installation	6 months
Siding	6 months
Structural Concrete	6 months
Stucco/Plaster	6 months
Windows/Glass glazing	6 months

9-3-2: APPLICATION AND REVIEW PROCESS:

A. Any person desiring a contractor's license to perform work within the City of Cody shall complete an application therefore, and provide evidence of relevant experience, skills, and proficiency. The format and content of the application form shall be specified by the Contractor's Board. All contractor license applications shall be accompanied by an application fee, as specified in a fee schedule adopted by resolution of the governing body. The application fee is non-refundable.

B. All applicants for a contractor's license shall submit an application to the Community Development Department and be interviewed by the building official for a determination as to their qualifications and level of proficiency for the license requested, as set forth in the application. Those applicants that have previously been licensed for the type of license requested (whether in Cody or another jurisdiction), clearly meet the minimum qualifications of this chapter, and clearly demonstrate the proficiency required, shall be issued a contractor's license. The building official is authorized to issue the license on behalf of the contractor's board in such instances, provided the applicant is not currently in violation of the City's contractor licensing provisions (e.g. has not performed construction contracting within the City without a license and/or required permit).

When an applicant either does not have previous licensing for the type of license requested, has performed construction contracting in the City without a license, or when in the judgement of the building official the application would be better considered by the contractor's board for whatever reason, the application shall be presented to the Contractor's board for review. Applicants should be present at the Board meeting to provide information when their application is considered.

Upon reviewing a contractor's license application, the contractor's board has authority to approve it, deny it, approve a lesser license (e.g. IRC level instead of Master), or issue a conditional/limited license. Applicants that meet the qualifications shall be issued the license(s) requested, except the Board may delay issuance of a license as a penalty for an applicant performing construction contracting work within the City without a license. Such delay shall be based on the severity of the violation, but in no case shall exceed 90 calendar days. This penalty shall be in addition to other penalties the City may pursue through the court.

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The option of issuing a conditional/limited license is available to the Board when they have concerns with the applicant's level of skills and/or knowledge, as related to the type and/or level of license requested. A conditional/limited license may be tailored by the Board in any manner they deem necessary to address their concerns. Examples include precluding work of a certain type, issuing the license for a specific project only, and requiring reevaluation after a specified time period.

Applications for persons that do not meet minimum qualifications to be issued a license or conditional/limited license shall be denied. Any person whose application is denied must wait a minimum of forty-five days before they can reapply. Reapplication shall be accompanied by an additional application fee.

Appeals from any action of the Board must be made within 10 days of their decision and shall be submitted in written form to the governing body.

9-3-3: TERM OF LICENSE RENEWAL REQUIRED:

All contractor licenses issued by the City are annual licenses and shall expire at the end of the calendar year in which they are issued.

Licensed contractors desiring to perform construction contracting in the new year shall submit an application for renewal of their license by December 15th of the current year. Licensed contractors that submit a completed renewal application, provide evidence of current insurance, pay the specified renewal fee, and are in good standing with the City, shall be issued a proper contractor's license for the new year. "Good standing" shall mean the contractor has maintained compliance with the standards of this chapter and timely obtained all required permits throughout the past year. The building official is authorized to issue the new annual license on behalf of the contractor's board in such cases. If the contractor is not in good standing, the renewal application must be reviewed by the Contractor's Board.

Contractors that apply for renewal after the December 15th deadline, but before January 15th of the new year shall have their renewal considered upon payment of an additional \$30 late fee. Renewal applications for contractor licenses shall not be accepted after the January 15th deadline (or the following Monday if January 15th falls on a weekend). Contractors licensed in the prior year that do not submit a renewal application by the January 15th deadline shall not be relicensed except upon submittal and review of a new application to perform construction contracting.

Annual renewal pursuant to this section shall not require a contractor to pass an examination listed for their category of license if they were not previously required by the City to do so, nor does it require reexamination based on a new set of adopted building codes.

9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE; EFFECTS THEREOF:

EXHIBIT A, Ordinance 2019-03

A. Grounds: The contractor's board may suspend, revoke, limit, or reclassify any license issued under the provisions of this chapter when the licensee or an employee of the licensee commits one or more of the following acts or omissions:

1. Improperly obtaining a license and/or a building permit through nondisclosure, misstatement or misrepresentation of a material fact;
2. Performing a form of construction contracting work for which they are not licensed;
3. Accepting and performing work clearly beyond their level of proficiency and skill, which work does not meet code requirements;
4. Failure to comply with any of the requirements of this chapter;
5. Combining or conspiring with any unlicensed person to evade the provisions of this chapter by permitting one's license to be used by such person;
6. Acting as agent, partner, associate or in any other capacity with any unlicensed person, to evade the provisions of this chapter; and,
7. Violating any provisions of the city ordinances pertaining to construction activities, including but not limited to failure to obtain required permits in a timely manner.

B. Procedure: When the building official believes that a contractor's license should be suspended, revoked, limited, or reclassified based on a violation one or more of the items listed in 9-3-4(A), the building official shall notify the licensee that the building official will recommend to the contractor's board that the licensee's license be suspended, revoked, limited or reclassified. The building official shall give written notice either in person or by certified mail to the licensee of the facts and circumstances giving rise to the recommendation, including reference to the applicable sections of this code which the licensee has violated. The notice shall state the requirement that the licensee shall have ten (10) days to request a hearing before the contractor's board, and that if the licensee fails to request such a hearing, the board shall act on the building official's recommendation at its next meeting. The notice shall state the place, date and time of the meeting where the board will hear the building official's recommendation.

1. Upon receipt of notice, the licensee may request a hearing before the board. Such request shall be in writing to the board within ten (10) days of receipt of notice. Failure by the licensee to request the hearing shall be deemed a waiver of any right to a hearing on the matter and the order of suspension or revocation shall become final.
2. At such hearing, the licensee shall be given an opportunity to show compliance with all lawful requirements for the retention of the license. The licensee shall be given the opportunity to present testimony, oral and/or written, and shall have the right of cross examination. All testimony shall be under oath. The board shall have the power to administer oaths, issue subpoenas and compel the attendance of witnesses. The decision of the board shall be based upon the evidence produced at the hearing and made a part of the record thereof. The hearing shall be conducted in compliance with the procedures promulgated in accordance with the Wyoming administrative procedures act.

C. Effects:

1. A person whose license has been revoked or suspended shall not be entitled to file a new application by the establishment of a new legal entity, or otherwise, during the length of such revocation or suspension.

EXHIBIT A, Ordinance 2019-03

2. In addition to the revocation or suspension of any license as provided in this chapter, any person who violates any provisions of this chapter, or any rule or regulation promulgated hereunder, is guilty of a misdemeanor, the penalty for which is prescribed under Title 1, Chapter 4 of this code.

9-3-5: INSURANCE REQUIRED:

All contractors licensed pursuant to this chapter shall maintain liability insurance of the type and amount specified below for themselves and any employees, agents, and representatives.

1. Bodily injury liability insurance: Insurance coverage with limits not less than one million dollars (\$1,000,000.00) for bodily injury or death sustained by one person and one million dollars (\$1,000,000.00) for each occurrence; and,
2. Property damage liability insurance: Coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence.

The contractor shall provide to the building official a copy of their insurance certificate at the time of their initial application and as each new insurance certificate is issued, as necessary to show required coverage at all times that they have an active permit. No permit shall be issued to a contractor without proof of the required insurance being on file with the building official.

9-3-6: INACTIVE STATUS:

A. A licensed contractor may elect to designate his or her license as "inactive" by submitting a written statement to the building official. The following conditions shall apply to every contractor who is designated as "inactive":

1. Inactive licensees shall pay the appropriate annual renewal fees required for licensed contractors.
2. Inactive licensees shall not be required to comply with the insurance requirements that otherwise apply to licensed contractors under this Chapter.
3. Inactive licensees shall not perform work that must be performed by a licensed contractor under this Code, and may not receive any permits to perform work under this Code, except as may be permitted under the listed property owner exemptions of 9-3-1(B).
4. Inactive licensees shall not be eligible to serve any additional term on the Contractor's Board—however, they may complete their term if currently serving on the Board.
5. If an inactive licensee wishes to change status of his license to active so that he may perform work and receive permits to do work, he or she shall provide evidence of the required liability insurance to the building official, and deliver a written statement to the building official stating that he or she wishes to change his license to active. Upon receiving such information, the building official shall designate the licensee as active.

EXHIBIT A, Ordinance 2019-03

Chapter 3

CONTRACTOR LICENSING

9-3-1: CONTRACTOR LICENSE REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:

9-3-2: APPLICATION AND REVIEW PROCESS:

9-3-3: TERM OF LICENSE; RENEWAL REQUIRED:

9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE; EFFECTS THEREOF:

9-3-5: INSURANCE REQUIRED:

9-3-6: INACTIVE STATUS:

9-3-1: CONTRACTOR LICENSE REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:

A. Contractor License Required.

It shall be unlawful for any person to participate in any form of “construction contracting” within the City unless that person is either:

- i. Licensed in the particular contracting category under the provisions of this chapter for the work being performed;
- ii. Performing construction contracting solely for work that is entirely exempt from all building, plumbing, HVAC, and electrical permits; or,
- iii. Exempt from contractor licensing as otherwise provided in this chapter for homeowners, owners of residential properties regulated by the International Residential Code, and non-compensated volunteer laborers while overseen by someone otherwise authorized to perform construction contracting pursuant to this chapter.

"Construction contracting" as used herein shall include the: demolishing; erecting; constructing; assembling; enlarging; altering; moving; removing; repairing; improving; converting; and performing work on electrical, plumbing or HVAC systems; of or on any building, structure or device in a manner regulated by the adopted building, plumbing, mechanical, or electrical codes. Activities specifically excluded from construction contacting include, but are not limited to: carpeting, decorating, installing flooring, painting, tiling, and wallpapering.

Furthermore, it shall be illegal to solicit construction contracting work or claim to be licensed or otherwise authorized to perform construction contracting work within the City without holding a contractor’s license pursuant to this chapter for the applicable category of work that is advertised.

B. Licensing Exemptions.

The following exemptions to the above contractor licensing requirement are provided. These exemptions do not absolve a person from obtaining necessary permits and inspections, or from completing the work in accordance with adopted codes. Persons claiming such an exemption shall submit documentation for such to the Building Official and complete any applicable affidavits as noted herein.

- i. Owner-Occupied Property Owner Exemption:

EXHIBIT A, Ordinance 2019-03

A property owner who is not a licensed contractor may be issued permits to perform work that would otherwise require them to hold a contractor's license, if one of the following scenarios applies, and they otherwise meet the requirements herein:

- a. The structure, building, or device falls within the jurisdiction of the International Residential Code and the work will be performed by the property owner on the property where they currently reside.
- b. The structure, building, or device falls within the jurisdiction of the International Residential Code, the work will be performed by the property owner, and the property owner intends to reside on the property once the work is completed.

The language indicating work is to be performed by the property owner does not preclude the property owner from hiring licensed contractors/subcontractors, or from having immediate family members of the property owner and non-compensated volunteers participate in the permitted work while overseen by the property owner or a contractor licensed for the work being performed.

The property owner, whether their ownership of the property is individual, joint, or part of a group (e.g. partnership or corporation), may be issued permits for the construction of no more than two new dwelling units in any five-year period. The property owner requesting a permit for construction of a new dwelling unit shall sign a sworn affidavit indicating their intent to reside on the property ~~for at least one year~~ after the certificate of occupancy is issued. ~~If a person fails to meet the one year minimum occupancy requirement, they shall not be entitled to further utilize this exemption to construct a dwelling unit.~~

For work on existing dwellings subject to the International Residential Code, there shall be no limit on the number of building, plumbing, mechanical or electrical permits a property owner may receive to perform work on their own property where they reside.

ii. Residential Property Owner Exemption:

A property owner that does not reside on their property, but who either has owned the property for the past two years, or who intends to maintain ownership of the property for at least two years after purchase, may be issued permits to perform work on an existing dwelling or an accessory structure without possessing a contractor's license, subject to the limitations specified herein. This exemption does not authorize creation of a new dwelling unit.

The dwelling or structure must fall within the jurisdiction of the International Residential Code. A permit shall be issued to the property owner for any type of work on the existing dwelling except: electrical work; plumbing work; and heating, ventilation, and A/C (HVAC) work. Provided, if the property owner can demonstrate relevant experience and knowledge to safely perform work in any of those areas, the building official may issue a permit to the property owner for the work, or part thereof, for which the property owner has relevant experience and knowledge. In no case shall the building official issue a permit pursuant to

EXHIBIT A, Ordinance 2019-03

this exemption for installation of an electrical service or startup of a new HVAC system, unless the property owner has a contractor's license for such.

A property owner that has not maintained ownership of the property for at least two years shall sign a sworn affidavit indicating their intent to maintain ownership of the property for the balance of the required two-year period. If a person fails to comply with the two-year minimum ownership requirement, they shall not be entitled to further utilize this exemption.

iii. **Property Owner Construction Management Exemption:**

A property owner may perform the construction management aspect of overseeing construction activities on their commercial or residential property, subject to the conditions and limitations of this section, and be issued the building permit for such project. In such cases, a general contractor is not required. Where a property owner is issued a building permit as a construction manager, it does not authorize them to perform any construction work requiring a contractor's license. All construction and demolition work on the project shall be performed by licensed contractors/subcontractors.

iv. **City Inspector Exemption:** Construction work for the City may be performed by the City building inspectors when they hold an International Code Council (ICC) certificate or Wyoming contractor license for the type of work performed.

C. CONTRACTOR LICENSING CATEGORIES

Licenses for construction contracting are categorized and defined as follows. A license authorizes the company or person(s) holding the license to perform work within the trades(s) identified for that license, to the extent specified herein. Provided, each contractor is responsible to ensure that they do not accept or perform work that is clearly beyond their level of proficiency and skill—doing so is grounds for suspension and revocation of their license, as may be determined by the contractor's board.

i. **General Contractor:** This category authorizes the construction of all components of commercial and residential structures, except those components requiring an electrical license, plumbing license, or mechanical/HVAC license. A general contractor is also authorized to manage all work on the permitted project.

Persons requesting a general contractor license after adoption of this section shall show that they have passed the International Code Council (ICC) National Standard Exam for Class "A" Commercial or Class "B" Commercial and Residential contracting (or equivalent), and have at least 60 months of experience as a general contractor, journeyman carpenter, architect, engineer or similar work that demonstrates the skills and proficiency needed to act in the capacity of a general contractor.

ii. **General Contractor—IRC:** This category authorizes the construction of all components of a residential structure that is subject to the International Residential Code (e.g. single-family dwellings, duplexes, and townhouses), except those components requiring an electrical license, plumbing license, or mechanical/HVAC license. An IRC general contractor is also authorized to manage all work on the permitted project.

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Persons requesting a “general contractor-IRC” license shall show that they have passed the ICC Class “C” Residential Contractor Exam (or equivalent) and have at least 24 months of experience that demonstrate the knowledge, skills and proficiency needed to perform work of this nature.

- iii. Master Electrical Contractor: This category authorizes electricians licensed by the State of Wyoming as Master Electricians to perform electrical work regulated by the National Electric Code within the City of Cody. Their employees that perform electrical work must also be registered with the State of Wyoming. Persons requesting to be licensed by the City as an electrical contractor must provide a copy of their current Wyoming master electrician license and electrical contractor’s license (card) issued by the State of Wyoming.
- iv. Master Plumbing Contractor: This category authorizes plumbing work (including fuel gas) within all types of buildings and structures.

Persons requesting a master plumbing contractor license shall show that they have passed the ICC “Master Plumber with Fuel Gas” exam (or equivalent) and have at least 48 months of experience that demonstrate the knowledge, skills and proficiency needed to perform work of this nature.

- v. Plumbing Contractor—IRC: This category authorizes all plumbing work within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a “plumbing contractor-IRC” license shall show that they have passed the ICC “F26 National Standard Residential Plumber” exam (or equivalent) and have at least 12 months of experience that demonstrates the knowledge, skills and proficiency needed to perform work of this nature; or, have at least 36 months of experience that demonstrate the knowledge, skills and proficiency necessary to perform work of this nature.

- vi. Master Mechanical/HVAC Contractor: This category authorizes mechanical/HVAC work within all types of buildings and structures.

Persons requesting a master mechanical/HVAC contractor license shall show that they have passed the ICC “Master Mechanical” exam (or equivalent) and have at least 24 months of experience that demonstrate the skills and proficiency needed to perform work of this nature; or, have at least 48 months of experience that demonstrate the knowledge, skills and proficiency necessary to perform work of this nature.

- vii. Mechanical/HVAC Contractor—IRC: This category authorizes all mechanical/HVAC work within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a “mechanical/HVAC contractor-IRC” license shall show that they have passed the ICC “F32 National Standard Residential Mechanical” exam (or equivalent) and have at least 12 months of experience that demonstrates the skills and proficiency needed to

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perform work of this nature; or, have at least 36 months of experience that demonstrate the skills and proficiency necessary to perform work of this nature.

- viii. Specialty Contractor: This category authorizes the person to work in one or more of the following trades, on any type of building or structure. Work only in those trades for which the person applies and meets the minimum experience therefore is authorized. The minimum experience need not be provided if the person has passed an ICC or equivalent professional exam for the trade and otherwise demonstrates the applicable knowledge, skills and proficiency to the Contractor's Board.

<u>Trade:</u>	<u>Minimum Experience:</u>
Asbestos Abatement	24 months
Commercial Fire Suppression Systems	36 months
Commercial Railings	24 months
Conveyor Systems	36 months
Demolition	24 months
Drywall	24 months
Elevator Installation	48 months
Fencing	6 months
Framing	48 months
Ground stabilization/mud jacking	24 months
Insulation	24 months
Masonry	48 months
Refrigeration	24 months
Roofing	24 months
Sheet metal installation	24 months
Siding	24 months
Sign/Awning Installation	24 months
Steel fabrication/erection	48 months
Structural Concrete	48 months
Stucco/Plaster	12 months
Underground Utilities (sewer, water, conduit)	12 months
Windows/Glass glazing	12 months

- ix. Specialty Contractor—IRC: This category authorizes the person to work in any of the following specialty contractor activities when the work is conducted on a building or structure subject to the IRC. The minimum experience need not be provided if the person has passed an ICC or State of Wyoming exam for the trade, or if the Building Official or Contractor's Board is otherwise satisfied that the person has the knowledge and training necessary to perform the work in a competent manner.

<u>Trade:</u>	<u>Minimum Experience:</u>
Fire Suppression Systems	6 months
Demolition	6 months
Drywall	6 months
Fencing	3 months

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Framing	12 months
Insulation	6 months
Masonry	6 months
Roofing	6 months
Sheet metal installation	6 months
Siding	6 months
Structural Concrete	6 months
Stucco/Plaster	6 months
Windows/Glass glazing	6 months

9-3-2: APPLICATION AND REVIEW PROCESS:

A. Any person desiring a contractor's license to perform work within the City of Cody shall complete an application therefore, and provide evidence of relevant experience, skills, and proficiency. The format and content of the application form shall be specified by the Contractor's Board. All contractor license applications shall be accompanied by an application fee, as specified in a fee schedule adopted by resolution of the governing body. The application fee is non-refundable.

B. All applicants for a contractor's license shall submit an application to the Community Development Department and be interviewed by the building official for a determination as to their qualifications and level of proficiency for the license requested, as set forth in the application. Those applicants that have previously been licensed for the type of license requested (whether in Cody or another jurisdiction), clearly meet the minimum qualifications of this chapter, and clearly demonstrate the proficiency required, shall be issued a contractor's license. The building official is authorized to issue the license on behalf of the contractor's board in such instances, provided the applicant is not currently in violation of the City's contractor licensing provisions (e.g. has not performed construction contracting within the City without a license and/or required permit).

When an applicant either does not have previous licensing for the type of license requested, has performed construction contracting in the City without a license, or when in the judgement of the building official the application would be better considered by the contractor's board for whatever reason, the application shall be presented to the Contractor's board for review. Applicants should be present at the Board meeting to provide information when their application is considered.

Upon reviewing a contractor's license application, the contractor's board has authority to approve it, deny it, approve a lesser license (e.g. IRC level instead of Master), or issue a conditional/limited license. Applicants that meet the qualifications shall be issued the license(s) requested, except the Board may delay issuance of a license as a penalty for an applicant performing construction contracting work within the City without a license. Such delay shall be based on the severity of the violation, but in no case shall exceed 90 calendar days. This penalty shall be in addition to other penalties the City may pursue through the court.

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The option of issuing a conditional/limited license is available to the Board when they have concerns with the applicant's level of skills and/or knowledge, as related to the type and/or level of license requested. A conditional/limited license may be tailored by the Board in any manner they deem necessary to address their concerns. Examples include precluding work of a certain type, issuing the license for a specific project only, and requiring reevaluation after a specified time period.

Applications for persons that do not meet minimum qualifications to be issued a license or conditional/limited license shall be denied. Any person whose application is denied must wait a minimum of forty-five days before they can reapply. Reapplication shall be accompanied by an additional application fee.

Appeals from any action of the Board must be made within 10 days of their decision and shall be submitted in written form to the governing body.

9-3-3: TERM OF LICENSE RENEWAL REQUIRED:

All contractor licenses issued by the City are annual licenses and shall expire at the end of the calendar year in which they are issued.

Licensed contractors desiring to perform construction contracting in the new year shall submit an application for renewal of their license by December 15th of the current year. Licensed contractors that submit a completed renewal application, provide evidence of current insurance, pay the specified renewal fee, and are in good standing with the City, shall be issued a proper contractor's license for the new year. "Good standing" shall mean the contractor has maintained compliance with the standards of this chapter and timely obtained all required permits throughout the past year. The building official is authorized to issue the new annual license on behalf of the contractor's board in such cases. If the contractor is not in good standing, the renewal application must be reviewed by the Contractor's Board.

Contractors that apply for renewal after the December 15th deadline, but before January 15th of the new year shall have their renewal considered upon payment of an additional \$30 late fee. Renewal applications for contractor licenses shall not be accepted after the January 15th deadline (or the following Monday if January 15th falls on a weekend). Contractors licensed in the prior year that do not submit a renewal application by the January 15th deadline shall not be relicensed except upon submittal and review of a new application to perform construction contracting.

Annual renewal pursuant to this section shall not require a contractor to pass an examination listed for their category of license if they were not previously required by the City to do so, nor does it require reexamination based on a new set of adopted building codes.

9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE; EFFECTS THEREOF:

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A. Grounds: The contractor's board may suspend, revoke, limit, or reclassify any license issued under the provisions of this chapter when the licensee or an employee of the licensee commits one or more of the following acts or omissions:

1. Improperly obtaining a license and/or a building permit through nondisclosure, misstatement or misrepresentation of a material fact;
2. Performing a form of construction contracting work for which they are not licensed;
3. Accepting and performing work clearly beyond their level of proficiency and skill, which work does not meet code requirements;
4. Failure to comply with any of the requirements of this chapter;
5. Combining or conspiring with any unlicensed person to evade the provisions of this chapter by permitting one's license to be used by such person;
6. Acting as agent, partner, associate or in any other capacity with any unlicensed person, to evade the provisions of this chapter; and,
7. Violating any provisions of the city ordinances pertaining to construction activities, including but not limited to failure to obtain required permits in a timely manner.

B. Procedure: When the building official believes that a contractor's license should be suspended, revoked, limited, or reclassified based on a violation one or more of the items listed in 9-3-4(A), the building official shall notify the licensee that the building official will recommend to the contractor's board that the licensee's license be suspended, revoked, limited or reclassified. The building official shall give written notice either in person or by certified mail to the licensee of the facts and circumstances giving rise to the recommendation, including reference to the applicable sections of this code which the licensee has violated. The notice shall state the requirement that the licensee shall have ten (10) days to request a hearing before the contractor's board, and that if the licensee fails to request such a hearing, the board shall act on the building official's recommendation at its next meeting. The notice shall state the place, date and time of the meeting where the board will hear the building official's recommendation.

1. Upon receipt of notice, the licensee may request a hearing before the board. Such request shall be in writing to the board within ten (10) days of receipt of notice. Failure by the licensee to request the hearing shall be deemed a waiver of any right to a hearing on the matter and the order of suspension or revocation shall become final.
2. At such hearing, the licensee shall be given an opportunity to show compliance with all lawful requirements for the retention of the license. The licensee shall be given the opportunity to present testimony, oral and/or written, and shall have the right of cross examination. All testimony shall be under oath. The board shall have the power to administer oaths, issue subpoenas and compel the attendance of witnesses. The decision of the board shall be based upon the evidence produced at the hearing and made a part of the record thereof. The hearing shall be conducted in compliance with the procedures promulgated in accordance with the Wyoming administrative procedures act.

C. Effects:

1. A person whose license has been revoked or suspended shall not be entitled to file a new application by the establishment of a new legal entity, or otherwise, during the length of such revocation or suspension.

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2. In addition to the revocation or suspension of any license as provided in this chapter, any person who violates any provisions of this chapter, or any rule or regulation promulgated hereunder, is guilty of a misdemeanor, the penalty for which is prescribed under Title 1, Chapter 4 of this code.

9-3-5: INSURANCE REQUIRED:

All contractors licensed pursuant to this chapter shall maintain liability insurance of the type and amount specified below for themselves and any employees, agents, and representatives.

1. Bodily injury liability insurance: Insurance coverage with limits not less than one million dollars (\$1,000,000.00) for bodily injury or death sustained by one person and one million dollars (\$1,000,000.00) for each occurrence; and,
2. Property damage liability insurance: Coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence.

The contractor shall provide to the building official a copy of their insurance certificate at the time of their initial application and as each new insurance certificate is issued, as necessary to show required coverage at all times that they have an active permit. No permit shall be issued to a contractor without proof of the required insurance being on file with the building official.

9-3-6: INACTIVE STATUS:

A. A licensed contractor may elect to designate his or her license as "inactive" by submitting a written statement to the building official. The following conditions shall apply to every contractor who is designated as "inactive":

1. Inactive licensees shall pay the appropriate annual renewal fees required for licensed contractors.
2. Inactive licensees shall not be required to comply with the insurance requirements that otherwise apply to licensed contractors under this Chapter.
3. Inactive licensees shall not perform work that must be performed by a licensed contractor under this Code, and may not receive any permits to perform work under this Code, except as may be permitted under the listed property owner exemptions of 9-3-1(B).
4. Inactive licensees shall not be eligible to serve any additional term on the Contractor's Board—however, they may complete their term if currently serving on the Board.
5. If an inactive licensee wishes to change status of his license to active so that he may perform work and receive permits to do work, he or she shall provide evidence of the required liability insurance to the building official, and deliver a written statement to the building official stating that he or she wishes to change his license to active. Upon receiving such information, the building official shall designate the licensee as active.

MEETING DATE:	MAY 21, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

ORDINANCE 2019-04 AMENDING TITLE 9, CHAPTER 1

ACTION:

Consider Ordinance 2018-04 to modify the name, composition, and duties of the Contractor Board.

BACKGROUND:

In conjunction with several edits to the contractor's licensing ordinance proposed for Title 9, Chapter 3, this ordinance would modify the name, composition, and identified duties of the Contractor Board as set forth in Title 9, Chapter 1. The changes are intended to more accurately coordinate the two chapters. It would also result in all processing of licenses to occur within the community development department, where currently the license document is issued by the administrative services division. A "track changes" version of the proposed changes is provided.

FISCAL IMPACT

No direct impact to the city budget is expected.

ALTERNATIVES

Approve, deny, or amend proposed Ordinance 2019-04.

RECOMMENDATION

The document was reviewed by the Contractor Board, which did not have any concerns with the changes in this ordinance. It is recommended that Ordinance 2019-04 be adopted as presented.

ATTACHMENTS:

Ordinance 2019-04

"Track changes" version of changes

AGENDA ITEM NO. _____

ORDINANCE 2019-04

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 3, SECTIONS 2 AND 3
OF THE CITY OF CODY CODE.**

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

Title 9, Chapter 3, Sections 2 and 3 of the City of Cody Code shall be amended to read as follows:

9-1-2: CONTRACTOR LICENSING BOARD ESTABLISHED:

A. There is hereby established a Contractor Licensing Board, also to act as the Board of Appeals as referenced in the adopted building codes, and referred to herein as "the Board".

B. The Board shall consist of ten (10) members. One (1) member shall be an at-large member who is either a resident of the City or who owns a contracting business physically located within the City; one (1) member shall be an architect, structural engineer or civil engineer; one (1) member shall be a licensed mechanical/HVAC contractor; one (1) member shall be a City Council member; two (2) members shall be licensed general contractors; two (2) members shall be licensed plumbing contractors; and, two (2) members shall be licensed electrical contractors.

C. Each member of the Board must be:

1. An individual who is a licensed contractor within the specialty he or she is designated to represent on the Board; or
2. A certified journeyman electrician, certified journeyman plumber or certified journeyman HVAC installer who is not individually licensed, but is employed by a licensed contractor that is licensed within the specialty the employee is designated to represent on the Board. If a member of the Board who is not individually licensed, and is serving as an employee of a licensed contractor, resigns, terminates, severs or otherwise loses his or her employment with such licensed contractor, then he or she may continue to serve as a member of the Board until the end of his or her term. If the Board member, at the end of his or her term, is not individually licensed in the specialty he or she is designated to represent, or is not employed by a licensed contractor, then he or she cannot serve as a member of the Board, and the Mayor and Governing Body shall appoint a new member who is licensed to fill the vacancy as described below.

D. The members of the Board shall each be appointed by the Mayor with the approval of the Governing Body, for a three (3) year term. Terms of members shall begin on January 1 and shall be staggered, with no more than four (4) members reaching the end of their term at the end of each calendar year. Subsequent appointments shall be for three (3) years each unless to fill an unexpired term. Members appointed to fill

vacancies shall serve until the end of the term which they were appointed to fulfill, and may be reappointed for successive three (3) year terms. At the discretion of the Governing Body, members may be appointed for more than one (1) term.

E. The Board shall meet at such intervals as necessary for the proper performance of its duties, but in any case, shall meet not less than twice each year.

9-1-3: AUTHORITY TO ESTABLISH ADMINISTRATIVE PROCEDURES AND POLICIES:

The Building Official and Contractors Board are authorized and directed to establish administrative procedures and policies for the application, review, examination and licensing of building contractors, as necessary to implement Title 9, Chapter 3. Each person who submits the required application materials and meets the established qualifications therefor shall be issued an appropriate annual license. The Community Development Department shall keep an official record of all licenses issued.

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

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

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

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director

Chapter 1
IN GENERAL

9-1-1: BUILDING OFFICIAL GENERALLY:

~~**9-1-2: BUILDING CONTRACTORS' EXAMINATION LICENSING BOARD;
ESTABLISHED; COMPOSITION; MEETINGS; APPOINTMENT AND TERMS OF
OFFICE:**~~

~~**9-1-3: AUTHORITY TO ESTABLISH ADMINISTRATIVE CERTAIN STANDARDS
AND PROCEDURES AND POLICIES, ETC.:**~~

9-1-1: BUILDING OFFICIAL GENERALLY:

There is hereby created the Office of Building Safety and the official in charge thereof shall be known as the Building Official. The Building Official shall be an employee of the City, to be hired by the City Administrator. The Building Official is hereby authorized and empowered to enforce all ordinances relating to the construction, equipment, management, conditions and zoning of all property within the City. (Ord. 2011-22, 12-6-2011)

~~9-1-2: BUILDING CONTRACTORS' EXAMINATION LICENSING BOARD;
ESTABLISHED; COMPOSITION; MEETINGS; APPOINTMENT AND TERMS OF OFFICE:~~

A. There is hereby established a Contractors' Examination Licensing Board, also to act as the Board of Appeals as referenced in the adopted building codes, and referred to herein as "the Board".

B. The Board shall consist of ten (10) members. One (1) member shall be an at-large member who is either a resident of the City or who owns a contracting business physically located within the City; one (1) member shall be an architect, structural engineer or civil engineer; one (1) member shall be a licensed mechanical/HVAC contractor; one (1) member shall be a City Council member; two (2) members shall be licensed building-general contractors; two (2) members shall be licensed plumbing contractors; and, two (2) members shall be licensed electrical contractors.

C. Each member of the Board must be:

1. An individual who is a licensed contractor within the specialty he or she is designated to represent on the Board; or
2. A certified journeyman electrician, certified journeyman plumber or certified journeyman HVAC installer who is not individually licensed, but is employed by a licensed contractor that is licensed within the specialty the employee is designated to represent on the Board. If a member of the Board who is not individually licensed, and is serving as an employee of a licensed contractor, resigns, terminates, severs or otherwise loses his or her employment with such licensed contractor, then he or she may continue to serve as a member of the Board until the end of his or her term. If the Board member, at the end of his or her term, is not individually licensed in the specialty he or she is designated to represent, or is not employed by a licensed contractor,

then he or she cannot serve as a member of the Board, and the Mayor and Governing Body shall appoint a new member who is licensed to fill the vacancy as described below.

D. The members of the Board shall each be appointed by the Mayor with the approval of the Governing Body, for a three (3) year term. Terms of members shall begin on January 1 and shall be staggered, with no more than four (4) members reaching the end of their term at the end of each calendar year. Subsequent appointments shall be for three (3) years each unless to fill an unexpired term. Members appointed to fill vacancies shall serve until the end of the term which they were appointed to fulfill, and may be reappointed for successive three (3) year terms. At the discretion of the Governing Body, members may be appointed for more than one (1) term.

E. The Board shall meet at such intervals as necessary for the proper performance of its duties, but in any case, shall meet not less than twice each year. (Ord. 2017-04, 3-7-2017)

9-1-3: AUTHORITY TO ESTABLISH ~~ADMINISTRATIVE CERTAIN STANDARDS AND PROCEDURES AND POLICIES, ETC.:~~

The Building Official and Contractors Board ~~are authorized and directed to~~ shall establish ~~standards and administrative~~ procedures and policies for the application, review, qualifications, examination and licensing of building contractors, as necessary to implement Title 9, Chapter 3, ~~and shall advise the Administrative Services Director to issue an appropriate license to e~~Each person who submits the required application materials and meets the established qualifications therefor shall be issued an appropriate annual license. The Community Development Department ~~and~~ shall keep an official record of all licenses issued. ~~its transactions.~~ (Ord. 2011-22, 12-6-2011)

AGENDA ITEM SUMMARY REPORT

Ordinance 2019-05 Annual Tax Levy

BACKGROUND

By State Statute the City is required to set the annual property tax mill levy for the upcoming fiscal year.

SUMMARY

The City levies 8 mills of property tax from Park County. Three of those mills are designated for the fire district and the remaining 5 are allocated to the City.

FISCAL IMPACT

Property tax revenues are expected to be \$707,243 for Fiscal Year 2019-2020

ALTERNATIVES

At its discretion, the City Council may approve or deny the Ordinance.

RECOMMENDATION

Approve the tax levy as presented.

ATTACHMENTS

1. Ordinance 2019-05

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

ORDINANCE 2019-05

AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2020.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CODY, WYOMING:

SECTION 1: That the amount of General Tax for the fiscal year ending June 30, 2020 necessary to meet the current expenses for the City of Cody, together with and including the necessary tax for interest and indebtedness for said year, and the same is hereby fixed and determined to be eight (8) mills upon all assessable property to be within the City of Cody, Wyoming.

SECTION 2. That said levy is hereby declared to be distributed as follows:

General Fund .008

SECTION 3. That said Ordinance shall be in full force and effect from and after its passage and publications as provided by law.

PASSED ON FIRST READING

PASSED ON SECOND READING:

PASSED, ADOPTED, AND ORDERED
PUBLISHED ON THIRD AND FINAL READING:

Matt Hall, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

MEETING DATE: JUNE 4, 2019
 DEPARTMENT: FINANCE
 PREPARED BY: LESLIE BRUMAGE, FINANCE OFFICER
 PRESENTED BY: LESLIE BRUMAGE, FINANCE OFFICER

AGENDA ITEM SUMMARY REPORT **Ordinance 2019-06 Budget Appropriation**

BACKGROUND

Per State Statutes, the City must hold a public hearing to consider the annual budget not prior to the second Tuesday in June nor later than the third Tuesday in June. Within 24 hours of the conclusion of the public hearing the governing body shall, by resolution or ordinance, make the necessary appropriations to adopt the budget. The public hearing is scheduled for June 18, 2019.

SUMMARY

The City Council held budget work sessions on May 14th, May 15th, and May 16th, 2019 to review the proposed budget for FY19-20.

FISCAL IMPACT

The proposed Fiscal Year 2019-2020 budget includes the following available cash, revenue and expenses:

Fund	Total Estimated Cash Available For Budget	Total Estimated Revenue Available	Estimated Total Cash Plus Revenues	Estimated Total Requirements for Appropriation
General Fund	\$ 7,455,100	\$ 9,316,292	\$ 16,771,392	\$ 9,982,782
Vehicle Replacement Fund	\$ 2,656,483	\$ 570,317	\$ 3,226,800	\$ 765,326
Lodging Tax Fund	\$ 17,799	\$ 126,750	\$ 144,549	\$ 128,144
Cody Public Arts Fund	\$ 2,721	\$ 5,000	\$ 7,721	\$ 880
Pass Through Grants Fund	\$ -	\$ 6,319,969	\$ 6,319,969	\$ 6,319,969
Specific Purpose Tax Fund	\$ 3,547,811	\$ 10,000	\$ 3,557,811	\$ 2,817,847
Solid Waste Fund	\$ 2,649,381	\$ 2,252,830	\$ 4,902,211	\$ 2,540,953
Water Fund	\$ 3,816,211	\$ 4,690,821	\$ 8,507,032	\$ 5,097,051
Wastewater Fund	\$ 2,810,828	\$ 3,408,307	\$ 6,219,135	\$ 3,607,862
Electric Fund	\$ 4,039,739	\$ 12,472,450	\$ 16,512,189	\$ 12,254,784
Total City Appropriation	\$ 26,996,073	\$ 39,172,736	\$ 66,168,809	\$ 43,515,598

RECOMMENDATION

Approve the budget appropriation as presented.

ATTACHMENTS

1. Ordinance 2019-06
2. Proposed Budget FY19-20

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

ORDINANCE 2019-06

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2020.

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

SECTION 1. There is hereby appropriated for the purpose of operating the City of Cody, Wyoming, and paying all expenses thereof, the sum of \$43,515,598.

SECTION 2. The City anticipates having \$39,172,736 available in revenue and \$26,996,073 in cash reserves during the coming year from the following sources and it is appropriated from the funds of said City for the ensuing year the sum of \$43,515,598 or as much as may be necessary for the following purposes, to wit:

	Total Estimated	Total Estimated	Estimated Total	Estimated Total
	Cash Available	Revenue	Cash Plus	Requirements for
Fund	For Budget	Available	Revenues	Appropriation
General Fund	\$ 7,455,100	\$ 9,316,292	\$ 16,771,392	\$ 9,982,782
Vehicle Replacement Fund	\$ 2,656,483	\$ 570,317	\$ 3,226,800	\$ 765,326
Lodging Tax Fund	\$ 17,799	\$ 126,750	\$ 144,549	\$ 128,144
Cody Public Arts Fund	\$ 2,721	\$ 5,000	\$ 7,721	\$ 880
Pass Through Grants Fund	\$ -	\$ 6,319,969	\$ 6,319,969	\$ 6,319,969
Specific Purpose Tax Fund	\$ 3,547,811	\$ 10,000	\$ 3,557,811	\$ 2,817,847
Solid Waste Fund	\$ 2,649,381	\$ 2,252,830	\$ 4,902,211	\$ 2,540,953
Water Fund	\$ 3,816,211	\$ 4,690,821	\$ 8,507,032	\$ 5,097,051
Wastewater Fund	\$ 2,810,828	\$ 3,408,307	\$ 6,219,135	\$ 3,607,862
Electric Fund	\$ 4,039,739	\$ 12,472,450	\$ 16,512,189	\$ 12,254,784
Total City Appropriation	\$ 26,996,073	\$ 39,172,736	\$ 66,168,809	\$ 43,515,598

PASSED ON FIRST READING:

PASSED ON SECOND READING:
PASSED, ADOPTED, AND ORDERED PUBLISHED
ON THIRD AND FINAL READING:

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer