

City of Cody City Council

AGENDA

Tuesday, September 4, 2012 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

- Wyoming Little League State Champions - Cody All- Stars 12U Players
- Proclamation: Monday, October 1, 2012, as World Habitat Day

1. Consent Calendar

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

- a. Approval of Minutes: Special Meeting Minutes on 8/16/12 and Regular Meeting Minutes on 8/21/2012.
- b. Approval of vouchers and payroll in the amount of \$713,928.06.
- c. Authorize the Mayor to enter into a Project Development and Administration Agreement between the City of Cody, Forward Cody and Cody Laboratories, Inc. as it relates to the Wyoming Business Council Business Ready Communities Business Committed Grant and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney.
- d. Consider approval of the preliminary plat of Cooper Lane Estates, a 16 – lot subdivision located between Cooper Lane and Road 2DA.

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

3. Public Hearing

- a. A public hearing to determine if it is in the public interest to vacate the east 25' of the 50' right-of-way further described as the east 25' of that portion of 7th Street right-of-way within the Plat of the Brown's Second Addition lying south of Platinum Avenue, except the southernmost 15' thereof.

4. Conduct of Business

- a. Consider a request from Cody High School Student Council to use Beck Lake Park on Thursday, September 13, 2012 for the Homecoming Bon Fire, to close Sheridan Avenue for the Homecoming Parade on Friday, September 14, 2012 at 1:00 p.m., allow celebration of each touchdown and end of the game with touchdown “Cracker” shells and allow the painting of Beck Avenue in front of the Football Field entrance, contingent upon all recommendations and requirements set forth by the Parks, Recreation and Facilities Director and Streets Superintendent, as well as, contingent upon approval from WYDOT and providing liability insurance.

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

Spokesperson: Karen Carney, Advisor
Allison Winkler, Student Council

- b. Consider approval of the amended Final Plat of the Blackburn Planned Unit of Development.

Staff Reference: Todd Stowell, City Planner

Spokesperson: Ed Higbie

- c. **RESOLUTION 2012-13**
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.

Staff Reference: Leslie Brumage, Finance Officer and Perry Rockvam, Chief of Police.

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

Upcoming Meetings

Special City Council Meeting: Thursday, September 13, 2012 @ 4:15 p.m. – Council Chambers
Regular City Council Meeting: Tuesday, September 18, 2012 @ 7:00 p.m. – Council Chambers



PROCLAMATION

A PROCLAMATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CODY, WYOMING, DECLARING MONDAY, OCTOBER 1, 2012, AS WORLD HABITAT DAY

WHEREAS, ON MONDAY, OCTOBER 1ST, HABITAT FOR HUMANITY JOINS THE UNITED NATIONS AND OTHER ORGANIZATIONS, WORLDWIDE, IN RAISING AWARENESS, EDUCATION, AND MOBILIZING COMMUNITIES AND INDIVIDUALS INTO TAKING ACTION AGAINST THE CURRENT GLOBAL HOUSING CRISIS; AND

WHEREAS, IT IS RECOGNIZED 1.6 BILLION PEOPLE LIVE IN INADEQUATE SHELTER AROUND THE WORLD AND THAT BY 2030 AN ESTIMATED 3 BILLION PEOPLE WILL LIVE IN SLUM COMMUNITIES; AND

WHEREAS, BY 2030, AN ADDITIONAL 3 BILLION PEOPLE, ABOUT 40 PERCENT OF THE WORLD'S POPULATION, WILL NEED ACCESS TO HOUSING, WHICH TRANSLATES INTO A DEMAND FOR 96,150 NEW AFFORDABLE UNITS EVERY DAY AND 4,000 EVERY HOUR; AND

WHEREAS, AFTER MORE THAN 35 YEARS OF HOMEBUILDING, HABITAT FOR HUMANITY HAS HELPED MORE THAN 500,000 FAMILIES OUT OF THEIR CURRENT HOUSING INTO MORE SUFFICIENT HOUSING; AND

WHEREAS, EVERYDAY AN ESTIMATED 223 FAMILIES, WORLDWIDE, HAVE BETTER HOMES THANKS TO WORK DONE BY HABITAT FOR HUMANITY, VOLUNTEERS, AND PARTNERS; AND

WHEREAS, BY THE END OF 2012, 16 FAMILIES THROUGHOUT PARK COUNTY HAVE DECENT AFFORDABLE HOMES THANKS TO WORK DONE BY MOUNTAIN SPIRIT HABITAT FOR HUMANITY, VOLUNTEERS, AND LOCAL PARTNERS; AND

WHEREAS, IN OUR COMMON FIGHT AGAINST POVERTY, WE MUST SUPPORT THE EXPANSION OF AFFORDABLE HOUSING, BOTH AS A POLICY AND AS PRACTICE; AND

WHEREAS, THIS YEAR'S THEME, "MANY HOMES, ONE COMMUNITY," HONORS THE ROLE OF HOUSING IN A NEIGHBORHOOD'S PROGRESSION; AND

WHEREAS, ADEQUATE HOUSING IS IMPORTANT TO THE CONDITION OF THE WORLD'S COMMUNITIES, ECONOMICS, AND POPULATIONS; AND

WHEREAS, DECENT SHELTER CONTRIBUTES GREATLY TO SCHOOL SYSTEMS, COMMUNITY ORGANIZATIONS, AND CIVIC ACTIVISM; AND

WHEREAS, GOOD HOUSING ATTRACTS ECONOMIC DEVELOPMENT AND INVESTMENT; AND

WHEREAS, WITH HOMEOWNERSHIP, A FORM OF WEALTH ACCUMULATES THROUGH EQUITY AND FORCED SAVINGS FROM MORTGAGE REPAYMENT; AND

WHEREAS, SAFE HOMES AND SAFE NEIGHBORHOODS HELP TO BUILD SOCIAL AND SECURITY STABILITY;

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF CODY, DO HEREBY PROCLAIM MONDAY, OCTOBER 1, 2012 AS WORLD HABITAT DAY, AND ENCOURAGES OUR CITIZENS, BUSINESSES AND ORGANIZATIONS TO RECOGNIZE THIS EVENT, AND TO WORK TOGETHER ON THIS DAY AND THROUGHOUT THE YEAR TO SUPPORT THE EXPANSION OF AFFORDABLE HOUSING, BOTH AS POLICY AND AS A PRACTICE.

MAYOR, NANCY TIA BROWN

City of Cody
Council Proceedings
Thursday, August 16, 2012

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, August 16, 2012 at 4:15 p.m.

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

Absent: None

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

Jenni Rosencranse, City Administrator provided history as it relates the intersection of 14th and Meadow Lane Avenue. Council Member Edwards provided the Governing Body with options of making this intersection safer and identify the traffic flow of 14th and Meadow Lane Avenue. It was recommended that the option discussed be forwarded to the traffic committee so that they are apprised of this situation and staff was directed to move forward with this recommendation.

The Governing Body discussed other avenues for artistic expression by City's youth. Discussion on interest in the park, unity of the park as a whole, better use of space for skaters and spectators was provided by staff and a group of skaters that were present. Staff was directed to have a follow-up meeting with the skaters to explore a variety of options.

The Governing Body reviewed the Council Agenda for August 21, 2012. No action was taken.

In staff updates, Cindy Baker, Administrative Services Officer informed the Governing Body of the City Hall domain server changeover that will be taking place this coming weekend and first part of next. The staff will have limited access to a variety of databases during this change, which will result in limited services to customers. Steve Payne, Public Works Director provided an update on the chip seal project.

There being no further discussion, the meeting adjourned at 5:28p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Ryan Selk, Parks Superintendent and George Menig, Assistant Police Chief provided the Governing Body with background information on the vandalism at Mentock Park. Staff was directed to close the skate park area, with fencing materials and post signs indicating closed due to excessive littering, vandalism to skate park and surrounding areas until further notice.

The signs should provide direction to report vandalism. Staff will follow up on Council recommendation for possible trespass of violators.

Jenni Rosencranse, City Administrator, provided the Governing Body information regarding a citizen's interest in the City celebrating the diversity of foreign workers in Cody. Discussion revolved around making an extra effort to invite foreign workers in Cody to the Ice Cream Social through the businesses that they are employed by. The Mayor will acknowledge Cody's diverse work force during her public address at the social. No action was taken.

The Governing Body was provided information as it pertains to camping on public streets and public areas. Council was not interested in pursuing an ordinance regarding this matter at this time. Staff was encouraged to refer calls and complaints to the 24 hour parking ordinance and other restrictions that currently apply to these situations. No action was taken.

City of Cody
Council Proceedings
Tuesday, August 21, 2012

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 21, 2012 at 7:00 p.m.

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

Absent: None

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

Council Member Miller made a motion seconded by Council Member Fritz to approve the agenda as amended to change item b on Conduct of Business to reflect the correct Resolution number to 2012-22.

Council Member Miller made a motion seconded by Council Member Cloud to approve the Consent Calendar including approval of the Special Meeting Minutes on 8/2/12 and Regular Meeting Minutes on 8/7/2012, approve the vouchers and payroll in the amount of \$1,731,962.42, approve the request from Kathy Thompson, Cody Chamber of Commerce, for an open container permit in the courtyard area on September 17th for the volunteer appreciation and training for the 2012 Buffalo Bill Art Show, authorize the Mayor to enter into a project and contingency agreement between the City of Cody, and the Cody Stampede Board, as it relates to the Wyoming Business Council Community Readiness Grant and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney, and authorize the Mayor to enter into a project and contingency agreement between the City of Cody, Forward Cody and Wyoming Authentic Products, LLC, as it relates to the Wyoming Business Council Business Ready Communities Business Committed Grant and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to adopt the City of Cody Capital Infrastructure Project Priority List contingent upon the voters passing the one percent excise tax for infrastructure improvements. Vote was unanimous.

RESOLUTION 2012-22

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.

Council Member Cloud made a motion seconded by Council Member Fritz to pass Resolution 2012-22. Vote was unanimous.

RESOLUTION 2012-19

A RESOLUTION ESTABLISHING A CANCELLATION POLICY FOR RECREATION CENTER MEMBERSHIP.

Council Member Fritz made a motion seconded by Council Member Edwards to pass Resolution 2012-19. Vote was unanimous

Steve Payne, Public Works Director informed the public of the Free Pesticide and Hazardous Waste Day that will be held on Saturday, September 8th, and updated the Council on the new completion of the chip sealing of City streets and advised that they Street Department will be sweeping loose chips, stripping and painting curbs were applicable.

Rick Manchester, Parks, Public Facilities and Recreation Director informed the public of the Laborless Festival that will be held on Friday, August 31st and Saturday, September 1st at City Park, as well as, the Annual Ice Cream Social and concert on Friday, August 24th starting at 6:00 p.m.

There being no further business, Mayor Brown adjourned the meeting at 7:27 pm.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
A & I DISTRIBUTORS							
127557							
	2217455	OIL	08/22/2012	596.20	596.20	09/05/2012	15W40
	2217455	antifreeze	08/22/2012	98.28	98.28	09/05/2012	JD ANTIFREEZE
	2217455	OIL - correct input error	08/22/2012	2.75	2.75	09/05/2012	
Total 127557:				697.23	697.23		
ABSAROKA HEAD START							
127470							
	070212	SPECIAL FUNDING ALLOCATIO	07/02/2012	1,000.00	1,000.00	09/05/2012	
Total 127470:				1,000.00	1,000.00		
ACE HARDWARE							
2390							
	238843	CLEANING SUPPLIES - RECYCL	08/03/2012	74.47	74.47	09/05/2012	
	239148	ANNUAL MAINT. - REC CENTER	08/08/2012	16.98	16.98	09/05/2012	
	239221	SOLDER GUN	08/08/2012	35.99	35.99	09/05/2012	
	239279	ANNUAL MAINT. - REC CENTER	08/09/2012	116.98	116.98	09/05/2012	
	239320	ANNUAL MAINT. - REC CENTER	08/09/2012	29.99	29.99	09/05/2012	
	239377	MATERIALS & SUPPLIES	08/10/2012	11.37	11.37	09/05/2012	
	239386	MATERIALS & SUPPLIES	08/10/2012	14.97	14.97	09/05/2012	
	239549	SUPPLIES - PAINT PARK REST	08/13/2012	30.93	30.93	09/05/2012	
	239584	SUPPLIES	08/13/2012	5.99	5.99	09/05/2012	
	239646	TREE STAKES	08/14/2012	4.99	4.99	09/05/2012	
	239653	TOOLS	08/14/2012	11.49	11.49	09/05/2012	
	239691	SUPPLIES	08/14/2012	10.47	10.47	09/05/2012	
	239701	REPAIR TENNIS COURT - CITY	08/14/2012	17.06	17.06	09/05/2012	
	239715	MATERIALS & SUPPLIES	08/14/2012	27.39	27.39	09/05/2012	
	239765	REPAIR TENNIS COURT - CITY	08/15/2012	8.49	8.49	09/05/2012	
	239796	SHOP SUPPLIES	08/15/2012	4.99	4.99	09/05/2012	
	239799	ANNUAL MAINTENANCE	08/15/2012	13.98	13.98	09/05/2012	
	239831	SAFETY GLOVES	08/16/2012	19.99	19.99	09/05/2012	
	239836	IRRIGATION REPAIRS	08/16/2012	26.15	26.15	09/05/2012	
	239881	FISH TAPE	08/16/2012	48.99	48.99	09/05/2012	
	239888	SUPPLIES FOR CONCERT IN P	08/16/2012	13.46	13.46	09/05/2012	
	239900	MATERIALS & SUPPLIES	08/16/2012	10.37	10.37	09/05/2012	
	239953	IRRIGATION SUPPLIES	08/17/2012	1.98	1.98	09/05/2012	
	240009	SHOP SUPPLIES	08/18/2012	8.49	8.49	09/05/2012	
	240093	PRIMER AND GLUE	08/20/2012	15.98	15.98	09/05/2012	
	240178	REPAIR DOWNSPOUT - GLEND	08/21/2012	4.99	4.99	09/05/2012	
	240278	TOOLS	08/22/2012	25.99	25.99	09/05/2012	
	240278	SHOP SUPPLIES	08/22/2012	9.78	9.78	09/05/2012	
	240296	IRRIGATION SUPPLIES	08/22/2012	9.12	9.12	09/05/2012	
	240314	NUTS & BOLTS	08/22/2012	69.44	69.44	09/05/2012	
	240332	REPAIR BALLFIELD LOCK	08/22/2012	.23	.23	09/05/2012	
	240515	STORAGE ROOM HOOK	08/24/2012	9.49	9.49	09/05/2012	
Total 2390:				710.98	710.98		
ADVANCED INFO SYSTEMS							
129162							
	9745	CYCLE 1 OUTSOURCE BILLS	08/13/2012	267.57	267.57	09/05/2012	
	9784	CYCLE 2 OUTSOURCE BILLS	08/22/2012	204.61	204.61	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129162:				472.18	472.18		
ALSCO							
126551							
	856325	TOWELS	08/13/2012	46.58	46.58	09/05/2012	
	856717	RUGS - CITY HALL	08/14/2012	48.69	48.69	09/05/2012	
	858131	TOWELS	08/20/2012	113.86	113.86	09/05/2012	
Total 126551:				209.13	209.13		
AMERICAN LEAK DETECTION							
125329							
	6014	LEAK DETECTION - SPIRIT MTN	08/16/2012	2,832.50	2,832.50	09/05/2012	
Total 125329:				2,832.50	2,832.50		
AMERICAN RED CROSS							
128859							
	10130477	ARC FEES	08/01/2012	19.00	19.00	09/05/2012	
	10134350	ARC FEES	08/08/2012	135.00	135.00	09/05/2012	
Total 128859:				154.00	154.00		
AMERICAN WATER WORKS ASSN							
670							
	700051684	MEMBERSHIP RENEWAL	06/26/2012	170.00	170.00	09/05/2012	
Total 670:				170.00	170.00		
AMERICAN WELDING & GAS, INC.							
128592							
	01862664	CO2	08/06/2012	107.78	107.78	09/05/2012	
	01874220	CO2	08/20/2012	42.79	42.79	09/05/2012	
Total 128592:				150.57	150.57		
AMERI-TECH EQUIPMENT							
123053							
	10208	SWEEPER FLIGHTS	08/15/2012	502.37	502.37	09/05/2012	
Total 123053:				502.37	502.37		
ATCO INTERNATIONAL							
127716							
	I0351895	DEGREASER / BALER LUBE	08/06/2012	1,095.40	1,095.40	09/05/2012	
	I0351895	DEGREASER / BALER LUBE	08/06/2012	759.00	759.00	09/05/2012	
	I0352573	CLEANING CHEMICALS	08/13/2012	276.40	276.40	09/05/2012	
Total 127716:				2,130.80	2,130.80		
BEARTOOTH HYDROSEED							
127576							
	1017	SEEDING - RECYCLE CENTER	08/16/2012	543.50	543.50	09/05/2012	
Total 127576:				543.50	543.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BIG HORN WHOLESALE							
1210							
	4051	Nacho Cheese	08/08/2012	58.25	58.25	09/05/2012	20044
	4051	Nacho Chips	08/08/2012	24.00	24.00	09/05/2012	20043
	4051	FUEL SURCHARGE	08/08/2012	3.00	3.00	09/05/2012	
	4051	Plain Pretzels	08/08/2012	40.98	40.98	09/05/2012	20048
	4084	SHOP SUPPLIES	08/10/2012	46.98	46.98	09/05/2012	
	4187	MATERIALS & SUPPLIES	08/15/2012	130.23	130.23	09/05/2012	
	4202	MATERIALS & SUPPLIES	08/16/2012	78.72	78.72	09/05/2012	
	4234	PARK RESTROOM SUPPLIES	08/20/2012	266.87	266.87	09/05/2012	
	4310	GLASS CLEANER	08/22/2012	49.32	49.32	09/05/2012	
	4313	ICE CREAM SOCIAL	08/23/2012	756.80	756.80	09/05/2012	
Total 1210:				1,455.15	1,455.15		
BLANKENSHIP QUALITY CONCRETE							
1320							
	363	CONCRETE	08/23/2012	33,432.65	33,432.65	09/05/2012	
	363	CONCRETE	08/23/2012	2,474.64	2,474.64	09/05/2012	
Total 1320:				35,907.29	35,907.29		
BLOEDORN LUMBER							
1590							
	697344	HEARING PROTECTION	08/20/2012	19.49	19.49	09/05/2012	
Total 1590:				19.49	19.49		
BLUE CROSS BLUE SHIELD OF WY							
1360							
	090112	INSURANCE PREMIUM	08/20/2012	104,463.22	104,463.22	09/05/2012	
	090112	INSURANCE PREMIUM	08/20/2012	385.07	385.07	09/05/2012	
Total 1360:				104,848.29	104,848.29		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	4779	PARTS	08/14/2012	48.83	48.83	09/05/2012	
Total 128623:				48.83	48.83		
BORDER STATES INDUSTRIES INC							
1420							
	904449807	NEW METERS	08/20/2012	373.21	373.21	09/05/2012	
Total 1420:				373.21	373.21		
BRESNAN COMMUNICATIONS							
123538							
	081512-SHOP	INTERNET - SHOP	08/15/2012	149.95	149.95	09/05/2012	
Total 123538:				149.95	149.95		
C & C WELDING							
1690							
	15242	TRASH CAN - SKATE PARK	08/14/2012	27.72	27.72	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1690:				27.72	27.72		
CAT'S WEST UPHOLSTERY							
2050							
	657347	CLEANING WEEK - REC CENTE	08/10/2012	562.50	562.50	09/05/2012	
Total 2050:				562.50	562.50		
CENTURY LINK							
10091							
	081912	PHONE CHARGES	08/19/2012	746.69	746.69	09/05/2012	
Total 10091:				746.69	746.69		
CITY OF CODY							
2260							
	081712	UTILITIES	08/17/2012	498.30	498.30	09/05/2012	
	082412	UTILITIES	08/24/2012	2,378.44	2,378.44	09/05/2012	
	082412	UTILITIES	08/24/2012	46.84	46.84	09/05/2012	
	082412	UTILITIES	08/24/2012	9,243.28	9,243.28	09/05/2012	
	082412	UTILITIES	08/24/2012	4,200.61	4,200.61	09/05/2012	
	082412	UTILITIES	08/24/2012	2,026.40	2,026.40	09/05/2012	
	082412	UTILITIES	08/24/2012	1,627.86	1,627.86	09/05/2012	
	082412	UTILITIES	08/24/2012	12,601.84	12,601.84	09/05/2012	
	082412	UTILITIES	08/24/2012	7,248.50	7,248.50	09/05/2012	
	082412	UTILITIES	08/24/2012	669.18	669.18	09/05/2012	
	082412	UTILITIES	08/24/2012	527.25	527.25	09/05/2012	
	082412	UTILITIES	08/24/2012	4,278.13	4,278.13	09/05/2012	
Total 2260:				45,346.63	45,346.63		
CODY CAB							
129079							
	081312	TIPSY TAXI VOUCHERS	08/13/2012	546.00	546.00	09/05/2012	
Total 129079:				546.00	546.00		
CODY WINNELSON COMPANY							
2850							
	120675-00	FITTINGS / BRASS & PVC	08/10/2012	76.47	76.47	09/05/2012	
Total 2850:				76.47	76.47		
COPENHAVER KATH KITCHEN KOLPITCKE LLC							
3140							
	073112	LEGAL SERVICES	08/21/2012	6,091.67	6,091.67	09/05/2012	
Total 3140:				6,091.67	6,091.67		
CRUM ELECTRIC							
3300							
	1360342-00	SYSTEM EXPANSION	08/15/2012	395.81	395.81	09/05/2012	
	1360342-01	SYSTEM UPGRADE	08/16/2012	263.88	263.88	09/05/2012	
	1363531-00	NEW STREET LIGHTS	08/17/2012	570.26	570.26	09/05/2012	
	1364120-00	CABLE TIES	08/13/2012	51.38	51.38	09/05/2012	
	1364596-00	TOOLS	08/14/2012	27.69	27.69	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1364596-00	BUILDING MAINT.	08/14/2012	7.56	7.56	09/05/2012	
	1364603-00	TOOLS	08/14/2012	22.53	22.53	09/05/2012	
	1364603-00	NEW SERVICE	08/14/2012	71.71	71.71	09/05/2012	
Total 3300:				1,410.82	1,410.82		
DANA KEPNER COMPANY							
3410							
	2214231-04	3/4" CHECK VALVES	08/21/2012	116.20	116.20	09/05/2012	
Total 3410:				116.20	116.20		
DISCOUNT SCHOOL SUPPLY							
124006							
	P28429510101	TINY TOTS / ASAP	08/20/2012	485.50	485.50	09/05/2012	
Total 124006:				485.50	485.50		
DUNCAN & ALLEN							
3857							
	22795	PROFESSIONAL SERVICES	08/14/2012	32.66	32.66	09/05/2012	
Total 3857:				32.66	32.66		
EAGLE RECOVERY & TOWING							
126679							
	7386	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7387	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7399	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7400	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7401	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7402	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7408	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7411	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7412	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7413	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7414	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7421	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7422	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7423	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7424	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7425	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7426	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7428	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7429	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7430	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7431	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7432	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7433	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7434	CHIP SEAL TOWING	08/14/2012	50.00	50.00	09/05/2012	
	7468	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7472	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7482	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7483	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7484	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7485	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7486	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	7487	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7488	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7496	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
	7497	CHIP SEAL TOWING	08/21/2012	50.00	50.00	09/05/2012	
Total 126679:				1,750.00	1,750.00		
EASTGATE CLEANERS							
3960							
	67032	CLEAN CITY FLAG	07/31/2012	11.00	11.00	09/05/2012	
Total 3960:				11.00	11.00		
ECOLAB PEST ELIM. DIV.							
128686							
	8221786	PEST CONTROL - REC CENTER	08/15/2012	59.17	59.17	09/05/2012	
	8221786	PEST CONTROL - REC CENTER	08/15/2012	59.17	59.17	09/05/2012	
	8221789	PEST CONTROL - AUDITORIUM	08/15/2012	65.00	65.00	09/05/2012	
Total 128686:				183.34	183.34		
ENERGY WEST							
2630							
	081012	UTILITIES	08/10/2012	17.17	17.17	09/05/2012	
	081012	UTILITIES	08/10/2012	83.64	83.64	09/05/2012	
	081012	UTILITIES	08/10/2012	46.09	46.09	09/05/2012	
	081012	UTILITIES	08/10/2012	52.05	52.05	09/05/2012	
	081012	UTILITIES	08/10/2012	20.38	20.38	09/05/2012	
	081012	UTILITIES	08/10/2012	82.50	82.50	09/05/2012	
	081012	UTILITIES	08/10/2012	100.56	100.56	09/05/2012	
Total 2630:				402.39	402.39		
ENGINEERING ASSOCIATES							
4140							
	081412	BAC T TESTS	08/14/2012	50.00	50.00	09/05/2012	
	081712	BAC T TESTS	08/17/2012	50.00	50.00	09/05/2012	
Total 4140:				100.00	100.00		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY42983	GRINDER & PARTS	08/09/2012	203.49	203.49	09/05/2012	
	WYCDY43011	HAND RIVETER	08/13/2012	135.71	135.71	09/05/2012	
	WYCDY43014	BOLTS & CLAMPS	08/13/2012	42.94	42.94	09/05/2012	
	WYCDY43018	EQUIPMENT MAINT.	08/13/2012	65.29	65.29	09/05/2012	
	WYCDY43133	SUPPLIES	08/17/2012	9.59	9.59	09/05/2012	
	WYCDY43140	PAINT WAND	08/17/2012	51.34	51.34	09/05/2012	
	WYCDY43183	SUPPLIES	08/21/2012	28.04	28.04	09/05/2012	
Total 126018:				536.40	536.40		
FREMONT BEVERAGES INC							
127301							
	32509	Drink Syrups	08/15/2012	213.00	213.00	09/05/2012	20004
	32509	24 oz Drink Cups w/ lids	08/15/2012	55.00	55.00	09/05/2012	20002
	32509	CO2	08/15/2012	20.00	20.00	09/05/2012	26000

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	32509	FUEL SURCHARGE	08/15/2012	3.00	3.00	09/05/2012	
	32509	STRAWS	08/15/2012	4.00	4.00	09/05/2012	22000
Total 127301:				295.00	295.00		
GAMBLES							
4450							
	500382	ROPE - BASEBALL FIELDS	08/08/2012	48.00	48.00	09/05/2012	
	607749	IRRIGATION - SPRINKLER	08/16/2012	8.29	8.29	09/05/2012	
Total 4450:				56.29	56.29		
GOODYEAR PRINTING							
125939							
	6907	FORMS	08/21/2012	235.00	235.00	09/05/2012	
Total 125939:				235.00	235.00		
GOOGLE, INC.							
129148							
	200048017	EMAIL HOSTING (65 ACCTS)	08/19/2012	3,250.00	3,250.00	09/05/2012	
Total 129148:				3,250.00	3,250.00		
GRADIENT SPORTS							
126232							
	082012	KAYAKING INSTRUCTOR	08/20/2012	320.00	320.00	09/05/2012	
Total 126232:				320.00	320.00		
HARRIS TRUCKING & CONST. CO							
4780							
	122814	EQUIPMENT RENTAL - SPIRIT	08/14/2012	4,506.04	4,506.04	09/05/2012	
Total 4780:				4,506.04	4,506.04		
HARRIS, JOHN							
127964							
	082012	REIMBURSE FOR UNIFORMS	08/20/2012	124.97	124.97	09/05/2012	
	082012	REIMBURSE FOR UNIFORMS	08/20/2012	89.99	89.99	09/05/2012	
Total 127964:				214.96	214.96		
HD SUPPLY UTILITIES LTD							
6730							
	2046509-00	SYSTEM REPAIR	08/07/2012	486.00	486.00	09/05/2012	
	2055860-02	SYSTEM REPAIR	08/07/2012	106.12	106.12	09/05/2012	
	2070258-00	SYSTEM UPGRADE	08/13/2012	1,531.30	1,531.30	09/05/2012	
	2070258-01	SYSTEM UPGRADE	08/21/2012	254.88	254.88	09/05/2012	
Total 6730:				2,378.30	2,378.30		
ICMA RETIREMENT-457-#303143							
5170							
	081612	Contributions	08/16/2012	5,476.14	5,476.14	08/16/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 5170:				5,476.14	5,476.14		
JACKSON, ESTATE OF JOHN E 129485							
	14160012	UTILITY REFUND	08/21/2012	49.78	49.78	09/05/2012	
Total 129485:				49.78	49.78		
KENCO SECURITY & TECHNOLOGY 9029							
	980034	SECURITY MONITORING - REC	08/01/2012	54.75	54.75	09/05/2012	
	980034	SECURITY MONITORING - REC	08/01/2012	54.75	54.75	09/05/2012	
	982151	ALARM SYSTEM - REC CENTER	08/10/2012	536.00	536.00	09/05/2012	
	982151	ALARM SYSTEM - REC CENTER	08/10/2012	536.00	536.00	09/05/2012	
Total 9029:				1,181.50	1,181.50		
L.N. CURTIS & SONS 127560							
	3125228-00	UNIFORMS	08/09/2012	54.71	54.71	09/05/2012	
Total 127560:				54.71	54.71		
LET'S TALK CELLULAR 126952							
	19394	CELL PHONE CASE C06	08/15/2012	20.00	20.00	09/05/2012	
Total 126952:				20.00	20.00		
LEXISNEXIS MATTHEW BENDER 6135							
	35125055	TRAFFIC MANUALS	08/14/2012	1,085.56	1,085.56	09/05/2012	
Total 6135:				1,085.56	1,085.56		
LINCOLN COMMERCIAL POOL EQUIP 125750							
	SI194953	LIFEGUARD FANNY PACKS	08/06/2012	137.96	137.96	09/05/2012	
	SI95397	AQUATICS PROGRAM SUPPLIE	08/08/2012	350.85	350.85	09/05/2012	
Total 125750:				488.81	488.81		
LONG BUILDING TECH INC 125191							
	SRVCE005915	A/C REPAIR - SHOP	07/31/2012	161.25	161.25	09/05/2012	
	SRVCE005915	A/C REPAIR - SHOP	07/31/2012	161.25	161.25	09/05/2012	
	SRVCE005915	A/C REPAIR - SHOP	07/31/2012	241.87	241.87	09/05/2012	
	SRVCE005915	A/C REPAIR - SHOP	07/31/2012	241.89	241.89	09/05/2012	
	SRVCE005915	A/C REPAIR - SHOP	07/31/2012	161.24	161.24	09/05/2012	
Total 125191:				967.50	967.50		
MARQUIS AWARDS 6300							
	22539	VETERAN'S MEMORIAL PARK	08/06/2012	579.55	579.55	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 6300:				579.55	579.55		
MC CUMBER LOCKSMITH SHOP							
6390	22165	KEY - RECYCLE CENTER	07/27/2012	1.25	1.25	09/05/2012	
Total 6390:				1.25	1.25		
MIDLAND IMPLEMENT CO							
6640	685863001	REPLACEMENT SPRINKLER HE	08/02/2012	712.19	712.19	09/05/2012	
Total 6640:				712.19	712.19		
MIDWEST FENCE CO							
6650	30192	SYSTEM REPAIR	07/25/2012	750.00	750.00	09/05/2012	
Total 6650:				750.00	750.00		
MONTANA LIQUID TRANSPORT							
129488	081512	TRUCKING (CHIP SEAL)	08/15/2012	12,923.67	12,923.67	09/05/2012	
Total 129488:				12,923.67	12,923.67		
MOORE, CHARLES							
129490	081612	CONCERT SOUND TECHNICIAN	08/16/2012	75.00	75.00	09/05/2012	
Total 129490:				75.00	75.00		
MOUNTAIN WEST INC							
6930	023107	UNIFORMS - AQUATICS	08/06/2012	821.44	821.44	09/05/2012	
	023123	RUNNING PROGRAM	08/08/2012	141.38	141.38	09/05/2012	
	023128	LACROSS PROGRAM	08/08/2012	440.13	440.13	09/05/2012	
Total 6930:				1,402.95	1,402.95		
NORCO, INC.							
128948	10190194	INSTALL / RENTAL FOR CO2	08/21/2012	272.72	272.72	09/05/2012	
Total 128948:				272.72	272.72		
NORTHWEST PIPE							
7400	110640	8" x 12" MJ solid sleeve	08/13/2012	234.86	234.86	09/05/2012	1323-W
	110640	8" Gland pack, complete	08/13/2012	132.12	132.12	09/05/2012	1279-W
	111226	4 1/2" Safety Flange Repair Kit	08/14/2012	321.14	321.14	09/05/2012	1169-W
	111226	HYDRANT PARTS	08/14/2012	122.48	122.48	09/05/2012	
	1993472	6" Megalug for PVC, w/acc.	08/06/2012	356.40	356.40	09/05/2012	1290-W
	1993472	6" Megalug for DIP, w/acc	08/06/2012	261.42	261.42	09/05/2012	1302-W
	1993472	6" MJ x MJ gate valve	08/06/2012	597.00	597.00	09/05/2012	1341-W

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7400:				2,025.42	2,025.42		
OPTIMUM							
129339							
	072812-CH	INTERNET - REC CENTER	07/28/2012	74.90	74.90	09/05/2012	
Total 129339:				74.90	74.90		
PARK COUNTY							
7670							
	53	FIRE DAMPERS - LEC BUILDIN	08/07/2012	326.62	326.62	09/05/2012	
Total 7670:				326.62	326.62		
PARK COUNTY ARENA BOARD							
124803							
	070112	SPECIAL FUNDING ALLOCATIO	07/01/2012	1,000.00	1,000.00	09/05/2012	
Total 124803:				1,000.00	1,000.00		
PARK COUNTY PUBLIC HEALTH							
7720							
	972	HEP B VACCINES	08/20/2012	20.00	20.00	09/05/2012	
Total 7720:				20.00	20.00		
PRO-BUILD							
128149							
	1116300 ORD	REPAIR CRACKS - SKATE PAR	08/13/2012	11.78	11.78	09/05/2012	
	930369	TAR PAPER - CHIPPING	07/26/2012	155.94	155.94	09/05/2012	
	931154	WOOD SHIMS	08/03/2012	11.94	11.94	09/05/2012	
	932237	SHOP SUPPLIES	08/16/2012	2.99	2.99	09/05/2012	
	932246	MARKING PAINT	08/16/2012	6.71	6.71	09/05/2012	
	932529	MARK TREE LOCATIONS	08/20/2012	9.69	9.69	09/05/2012	
	932677	REPAIR RAIN GUTTER - GLEND	08/21/2012	4.78	4.78	09/05/2012	
Total 128149:				203.83	203.83		
PURCHASE ADVANTAGE CARD							
430							
	015071	EDUCATION EXPENSE	08/15/2012	131.21	131.21	09/05/2012	
Total 430:				131.21	131.21		
R & A SAFETY							
127690							
	1732	RANDOM & PRE-EMPLOYMENT	08/17/2012	70.00	70.00	09/05/2012	
	1732	RANDOM & PRE-EMPLOYMENT	08/17/2012	60.00	60.00	09/05/2012	
	1732	RANDOM & PRE-EMPLOYMENT	08/17/2012	30.00	30.00	09/05/2012	
Total 127690:				160.00	160.00		
RAIN FOR RENT							
129486							
	082002827	RENT PUMP TO DRAIN POOLS	08/06/2012	54.04	54.04	09/05/2012	
	082002827	RENT PUMP TO DRAIN POOLS	08/06/2012	1,169.20	1,169.20	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129486:				1,223.24	1,223.24		
RECREATION SUPPLY CO							
126899							
	304536A	LANE LINES - AQUATICS	07/17/2012	4,175.00	4,175.00	09/05/2012	
Total 126899:				4,175.00	4,175.00		
RIMROCK AUTO GROUP							
127678							
	5159164	HARNESSE E01	08/16/2012	292.13	292.13	09/05/2012	
Total 127678:				292.13	292.13		
ROCKY MOUNTAIN POWER							
7570							
	081612	UTILITIES	08/16/2012	299.69	299.69	09/05/2012	
	081612	UTILITIES	08/16/2012	37.78	37.78	09/05/2012	
	082312	UTILITIES	08/23/2012	257.68	257.68	09/05/2012	
Total 7570:				595.15	595.15		
ROSE, LESLIE							
126129							
	16698016	UTILITY REFUND	08/21/2012	145.62	145.62	09/05/2012	
Total 126129:				145.62	145.62		
S & S WORLDWIDE INC							
124166							
	7438874	INNER TUBES FOR WATER PO	08/10/2012	90.86	90.86	09/05/2012	
Total 124166:				90.86	90.86		
SHERWIN-WILLIAMS COMPANY							
127725							
	7962-0	PAINT PARK SIGNS	08/03/2012	92.98	92.98	09/05/2012	
Total 127725:				92.98	92.98		
SHOSHONE OFFICE SUPPLY							
9140							
	0090748	SHELF UNIT	08/14/2012	139.99	139.99	09/05/2012	
	0090751	PRINTER INK	08/13/2012	159.99	159.99	09/05/2012	
	0090771	SUPPLIES	08/13/2012	8.35	8.35	09/05/2012	
	0090820	LAMINATE SUPPLIES	08/15/2012	48.46	48.46	09/05/2012	
	0090866	FREIGHT	08/16/2012	58.44	58.44	09/05/2012	
	0090878	FILE FOLDERS - PD	08/17/2012	172.45	172.45	09/05/2012	
	0090936	OFFICE SUPPLIES	08/22/2012	44.35	44.35	09/05/2012	
	0091025	OFFICE SUPPLIES	08/22/2012	41.18	41.18	09/05/2012	
Total 9140:				673.21	673.21		
SIMS, ERIN							
129484							
	13069032	REFUND UTILITY DEPOSIT	08/17/2012	118.93	118.93	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129484:				118.93	118.93		
SITZ III, ALEX H. 129379							
	082212	PROFESSIONAL FEES	08/22/2012	640.17	640.17	09/05/2012	
Total 129379:				640.17	640.17		
SKARSHAUG TESTING LAB 9320							
	170701	SAFETY SUPPLIES	08/21/2012	450.54	450.54	09/05/2012	
Total 9320:				450.54	450.54		
SOFT TOUCH DESIGNS, INC. 129137							
	3323	GYM FLOOR	08/17/2012	8,660.00	8,660.00	09/05/2012	
Total 129137:				8,660.00	8,660.00		
THE UPS STORE 6240							
	0015	EVIDENCE SHIPPING	08/23/2012	19.63	19.63	09/05/2012	
	1658	MAIL CERTIFIED LETTER	08/16/2012	8.66	8.66	09/05/2012	
	9591	EVIDENCE SHIPPING	08/15/2012	9.30	9.30	09/05/2012	
Total 6240:				37.59	37.59		
TITAN ACCESS 128471							
	1C12703	DISTRIBUTOR HOSES	08/06/2012	484.10	484.10	09/05/2012	
	1C12988	BACKHOE PARTS	08/22/2012	141.66	141.66	09/05/2012	
Total 128471:				625.76	625.76		
TRACTOR & EQUIPMENT CO 9930							
	SOCR0012753	CREDIT FOR WRONG PART	08/10/2012	158.19-	.00		
	SOCR0012754	CREDIT FOR WRONG PART	08/10/2012	400.16-	.00		
	SOCR0012761	CREDIT FOR WATER PUMP CO	08/14/2012	522.33-	.00		
Total 9930:				1,080.68-	.00		
TRAFFIC SIGNAL CONTROLS, INC 129491							
	63021	SYSTEM EXPANSION	08/22/2012	993.00	993.00	09/05/2012	
Total 129491:				993.00	993.00		
TRIPLE L SALES 9980							
	I-23884	IRRIGATION REPAIRS	08/14/2012	16.42	16.42	09/05/2012	
	I-23905	IRRIGATION PARTS	08/15/2012	15.44	15.44	09/05/2012	
	I-23982	SYSTEM REPAIRS	08/21/2012	85.31	85.31	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9980:				117.17	117.17		
ULINE							
128826							
	45828325	OFFICE SUPPLIES	08/16/2012	153.00	153.00	09/05/2012	
Total 128826:				153.00	153.00		
VALENTINE, DEBORAH L							
129487							
	14041014	REFUND UTILITY DEPOSIT	08/22/2012	127.46	127.46	09/05/2012	
Total 129487:				127.46	127.46		
WAL MART COMMUNITY BRC							
10330							
	00018	ANNUAL MAINT. - REC CENTER	08/09/2012	157.22	157.22	09/05/2012	
	001960	Crackers	08/10/2012	4.96	4.96	09/05/2012	20034
	001960	Chips	08/10/2012	19.76	19.76	09/05/2012	20031
	001960	Ramen Soup	08/10/2012	21.76	21.76	09/05/2012	20050
	001960	Applesauce	08/10/2012	1.68	1.68	09/05/2012	20055
	001960	Fruit Snacks	08/10/2012	18.10	18.10	09/05/2012	20026
	001960	Granola Bars	08/10/2012	2.98	2.98	09/05/2012	20038
	001960	Snack Cakes	08/10/2012	19.56	19.56	09/05/2012	20027
	001960	Pizza	08/10/2012	27.88	27.88	09/05/2012	20045
	03376	SHOP SUPPLIES - SEASONAL P	08/22/2012	29.88	29.88	09/05/2012	
	03377	OFFICE / SQUAD ROOM SUPPL	08/16/2012	199.20	199.20	09/05/2012	
	05846	UNIFORMS - PARKS	08/22/2012	19.00	19.00	09/05/2012	
	07293	SUMMER CAMP SUPPLIES	08/16/2012	101.95	101.95	09/05/2012	
	08044	TINY TOTS	08/21/2012	200.19	200.19	09/05/2012	
	08045	ASAP SUPPLIES	08/21/2012	64.94	64.94	09/05/2012	
Total 10330:				889.06	889.06		
WATCO POOLS							
10370							
	14657CM	CREDIT FOR SHIPPING CHARG	08/08/2012	128.63-	128.63-	09/05/2012	
	14814	REPLACE PUMP O-RING	08/08/2012	70.32	70.32	09/05/2012	
	14815	PROBES FOR POOLS	08/09/2012	582.39	582.39	09/05/2012	
	14853	REPLACE THERAPY RECIRC. P	08/14/2012	1,535.19	1,535.19	09/05/2012	
	14856	REPLACE BALLL VALVE	08/15/2012	35.81	35.81	09/05/2012	
Total 10370:				2,095.08	2,095.08		
WATERWORKS INDUSTRIES							
10400							
	116243-00	TRACER WIRE CONNECTORS	08/07/2012	225.08	225.08	09/05/2012	
Total 10400:				225.08	225.08		
WESCO DISTRIBUTION INC							
10480							
	654089	SYSTEM UPGRADE	08/10/2012	235.17	235.17	09/05/2012	
	654090	TOOLS	08/10/2012	130.90	130.90	09/05/2012	
	655825	NEW SERVICES	08/20/2012	243.75	243.75	09/05/2012	
	655826	SYSTEM UPGRADE	08/20/2012	597.60	597.60	09/05/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10480:				1,207.42	1,207.42		
WEST PARK HOSPITAL							
10500							
	080212-PD	BLOOD DRAWS CASE #12-1151	08/02/2012	458.70	458.70	09/05/2012	
	A02008678	C19 BOMB PHYSICAL BLOOD T	01/24/2012	478.80	478.80	09/05/2012	
Total 10500:				937.50	937.50		
WESTERN EMULSIONS							
128433							
	12978	CHIP SEAL OIL	08/06/2012	20,185.00	20,185.00	09/05/2012	
	13000	CHIP SEAL OIL	08/07/2012	20,058.50	20,058.50	09/05/2012	
	13046	CHIP SEAL OIL	08/09/2012	39,957.50	39,957.50	09/05/2012	
	13070	CHIP SEAL OIL	08/10/2012	20,119.00	20,119.00	09/05/2012	
	13105	CHIP SEAL OIL	08/15/2012	36,162.50	36,162.50	09/05/2012	
	13160	CHIP SEAL OIL	08/17/2012	19,618.50	19,618.50	09/05/2012	
	13173	CHIP SEAL OIL	08/20/2012	19,222.50	19,222.50	09/05/2012	
	13223	CHIP SEAL OIL	08/21/2012	20,339.00	20,339.00	09/05/2012	
Total 128433:				195,662.50	195,662.50		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4025724	SYSTEM REPAIRS	08/14/2012	336.09	336.09	09/05/2012	
	4025832	SYSTEM EXPANSION	08/16/2012	16.06	16.06	09/05/2012	
	4026138	SYSTEM REPAIRS	08/21/2012	123.00	123.00	09/05/2012	
Total 10605:				475.15	475.15		
WOMACK MACHINE SUPPLY CO.							
128944							
	0104595	CYLINDER REPAIR - BALER	08/01/2012	1,745.96	1,745.96	09/05/2012	
Total 128944:				1,745.96	1,745.96		
WOODWARD TRACTOR CO							
10660							
	79352	STARTER GRIP - CUT OFF SAW	08/10/2012	20.35	20.35	09/05/2012	
Total 10660:				20.35	20.35		
WYOMING FIRE SAFETY							
10830							
	31833	FIRE EXTINGUISHER MAINTEN	06/21/2012	6.00	6.00	09/05/2012	
Total 10830:				6.00	6.00		
WYOMING RURAL WATER							
129489							
	082112	SLUDGE JUDGE LAGOONS	08/21/2012	170.00	170.00	09/05/2012	
Total 129489:				170.00	170.00		
Grand Totals:				473,605.59	474,686.27		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
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Report Criteria:

- Detail report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
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PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming ("**City of Cody**"), **Forward Cody Wyoming, Inc.**, a Wyoming non-profit corporation ("**Forward Cody**"), Cody LCI Realty, LLC, a Wyoming limited liability company ("**Cody LCI**"), and Cody Laboratories, Inc., a Wyoming corporation ("**Cody Labs**").

RECITALS

(A) The **City of Cody** will apply for a Wyoming Business Ready Communities-Business Committed Grant from the Wyoming Business Council ("WBC") in the amount of Two Million Five Hundred Thirty-One Thousand Four Hundred Twenty-Four Dollars (\$2,531,424.00) (the "**Grant**") and will distribute the money from that Grant to Forward Cody, pursuant to the terms of that Grant according to state law, to allow Forward Cody to acquire appropriate real property, provide infrastructure improvements, and construct a building on property in Cody, Park County, Wyoming.

(B) Cody Laboratories, Inc. ("**Cody Labs**") is the business committed with respect to the above-described grant; and,

(C) The **City of Cody** and **Forward Cody** are aware that the construction and operation of the **Cody LCI** and **Cody Labs** facility would promote the sound economic growth of the Park County, Wyoming area through, among other things, the creation of new jobs, improvement of the tax base, and creation of other resources in the Park County, Wyoming area, all of which constitute a public purpose, and,

(D) The program under which the grant is given authorizes project administration by a community development organization other than the Grant applicant pursuant to a written agreement between the applicant and the community development organization; and

(E) **Forward Cody** is a community development organization; and

(F) The complex nature of the project will require significant expenditure of time and resources for project administration; and

(G) **Forward Cody** has significant expertise and knowledge of the project to properly perform the project administration; and,

(H) It is of a definable benefit to the **City of Cody**, in the savings of City resources, and reasonably necessary to City of Cody, based upon the expertise of **Forward Cody**, that **Forward Cody** administer the project.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROJECT DESCRIPTION:

The project involves the construction of a building of approximately twenty four thousand (24,000) square feet (the "Project") and leasing of the Project to **Cody LCI**, as well as the subletting of the Project to **Cody Labs** by **Cody LCI**. The design and development of the Project and the construction thereof will be funded by the Grant. The terms and requirements of the Grant agreement are, by this reference, incorporated herein.

2. OBLIGATIONS OF FORWARD CODY:

2.A. **Forward Cody**, at its sole cost and expense, shall be responsible for all phases of grant management and administration of the Project, including, without limitation, construction of the Project. In this capacity, **Forward Cody** shall, among other things necessary to manage and construct the Project:

2.A (i). With the prior written agreement of the **City of Cody, and Cody LCI**, choose a qualified architectural and engineering firm (the "**Architect**") to develop plans and specification for the construction of the Project in accordance with Section 2.F. below. **Forward Cody** shall also obtain all necessary zoning, subdivision, land development and building permits and approvals necessary to develop the Project (collectively, the "Development Approvals"). The Architect shall be retained pursuant to a written agreement with Forward Cody, which written agreement shall be subject to the prior written consent of the **City of Cody** and **Cody LCI**.

2.A (ii) Contract with a party chosen with the prior written agreement of the **City of Cody, and Cody LCI** to provide the necessary infrastructural improvements and construction of the Project in accordance with the Final Plans (as hereinafter defined) and the Final Budget (as hereinafter defined). Any contract for the construction of the Project shall be subject to the prior written consent of **Cody LCI** and shall provide that the contractor(s) shall provide payment and performance bonds acceptable to **Cody LCI**. **Forward Cody** shall achieve Substantial Completion of the Project (as hereinafter defined) on or about eighteen (18) months from the date on which the State of Wyoming and the City of Cody execute the Grant agreement (the "Completion Date"). The Project shall be deemed to

be substantially completed (“Substantially Completed” or “Substantial Completion”) on the day when all of the following have occurred (a) the Project has been completed in accordance with the Final Plans and all applicable laws, rules and regulations, except for minor “punchlist” items, the completion or repair of which will not interfere with **Cody LCI’s** and/or **Cody Labs’** use and occupancy of the Project under, and in accordance with, the Lease Agreement (as hereinafter defined); (b) the Project is available for **Cody LCI** and/or **Cody Labs** to utilize for its intended purpose without material interference with **Cody LCI’s** and/or **Cody Labs’** business activities by reason of completion of **Forward Cody’s** work, including (without limitation), by reason of completion of “punch list” items; (c) **Forward Cody** shall have obtained and delivered to **Cody LCI** and **Cody Labs** a copy of a final certificate of occupancy relating to the Project issued by the City of Cody, which certificate of occupancy shall be of the type customarily issued by the municipality in which the Project is located and which is adequate to permit **Cody LCI** and/or **Cody Labs** to legally occupy the Project for its intended purposes (the “Certificate of Occupancy”); and (d) **Forward Cody** and **Cody LCI** shall have completed a joint inspection of the Project and have (i) confirmed in writing that the Project has been completed in accordance with the Final Plans, except for minor “punchlist” items, and (ii) compiled a written list of minor “punchlist” items that do not interfere with **Cody LCI’s** and/or **Cody Labs’** business activities (the “Punchlist Items”). **Forward Cody** shall complete all Punchlist Items no later than sixty (60) days after the date of Substantial Completion. In the event **Forward Cody** has not achieved Substantial Completion by the date that is eighteen (18) months after the date on which the State of Wyoming and the City of Cody execute the Grant agreement, then in addition to any other remedies available to **Cody LCI** at law or in equity, **Cody LCI** shall have the right, in its own name or in the name of **Forward Cody**, to enforce all of **Forward Cody’s** rights and remedies under all construction, architectural and other contracts relating to the design and construction of the Project (including, without limitation, all rights of **Forward Cody** as beneficiary under any bonds), and **Cody LCI** shall have the right to take such steps as are necessary to achieve Substantial Completion of the Project. In such event **Forward Cody** shall remain responsible for its obligations under this Agreement including, without limitation, administering and overseeing the expenditure of Grant funds as set forth in Sections 2.A (iii) – 2.A (vi) below, and **Cody LCI** shall cooperate with **Forward Cody** in performing such obligations to ensure Grant funds remain available for the completion of the Project.

- 2.A (iii). Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law. As part of this obligation, **Forward Cody** shall comply with any and all advertising and bidding requirements for all phases of the Project, and shall not hire, contract with, bind itself or otherwise commit grant money for construction or development of the Project until it has consulted with **City of Cody** staff to ensure compliance with state advertising and bidding requirements.
- 2.A (iv). Keep appropriate and complete records of transactions relative to the Grant.
- 2.A (v). Keep the **City of Cody** and **Cody LCI** informed of all matters regarding the Project and give regular reports to the **City of Cody** and **Cody LCI** about the Project. Such reports shall be given as often as the **City of Cody** and **Cody LCI** request and, at the option of the **City of Cody** and **Cody LCI**, may be verbal or written.
- 2.A (vi). Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to the **City of Cody**.
- 2.A(vii). Enter into a ten (10) year Lease Agreement with **Cody LCI**, with one ten (10) year extension, in a form substantially as set forth on Exhibit "A" hereto, for the continued operation and maintenance of these assets, said lease to charge a basic rental amount of approximately Four Dollars and Fifty Cents (\$4.50) per square foot per year, and to provide that Cody LCI has the option to purchase these assets in accordance with the terms of said lease (the "**Lease Agreement**"). Lease Agreement payments will be utilized to cover the ownership costs of the facility. Any additional monies shall be used in accordance with the Revenue Recapture Plan attached herein as Exhibit "C".
- 2.A(viii). **Forward Cody** or any contractors retained thereby shall immediately repair any damage to the property owned by Cody LCI and located adjacent to the Land that is caused by Forward Cody or its agents, employees, contractors, materialmen, suppliers or other agents or representatives, including, without limitation, any damage to the parking lots, driveways and drive aisles on such property caused by construction or other oversized vehicles used in constructing the Project. This obligation shall survive any termination of this Agreement.

2.B. With respect to the construction costs for the Project, **Forward Cody** shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the **City of Cody** and/or the WBC. **Forward Cody** shall make such other reports in such forms and at such times as may be reasonably required by the **City of Cody** or the WBC.

2.C. In performance of its obligations under this Agreement, **Forward Cody** shall conform its conduct to the statutory obligations of the **City of Cody** and the grant requirements undertaken by the **City of Cody**.

2.D. The **City of Cody** may terminate this agreement for reasonable cause or for any breach of this agreement by **Forward Cody** or **Cody LCI** that continue beyond any applicable notice and cure periods as provided in Section 5 below. **Forward Cody's** services shall be deemed to start after all parties have signed this agreement. If **Forward Cody** breaches this agreement or is for some reason unable to serve as the community development organization, the **City of Cody** shall either designate another community development organization or shall assume administration of this agreement directly.

2.E. **Forward Cody** may not terminate this agreement before the successful completion of this Agreement. Following such completion, **Forward Cody** may terminate this agreement at any time upon giving the **City of Cody** sixty (60) days prior notice.

2.F. Following execution of this Agreement and award of the Grant, **Forward Cody** shall cause the Architect to prepare preliminary plans and specifications for the construction of the Project (the "Preliminary Plans") in accordance with the specifications and criteria set forth on Exhibit "D" attached hereto (the "General Specifications"), together with a budget showing that the Project will be completed in accordance with such Preliminary Plans at a cost not to exceed the amount of the Grant (the "Budget"). Upon completion of Preliminary Plans and the Budget, **Forward Cody** and **Cody LCI** shall agree upon the same within thirty (30) days from delivery thereof by **Forward Cody** to **Cody LCI** ([and Forward Cody's approval of any Preliminary Plans and Budget approved by Cody LCI shall not be unreasonably withheld, conditioned or delayed](#)). If **Forward Cody** and **Cody LCI** are unable to agree on the same within such thirty (30) day period, then **Cody LCI** may terminate this Agreement. **Cody LCI** shall pay any fees owed to the Architect for the work done in preparing the preliminary plans and specifications and any [reasonable](#) attorney's fees incurred by **Forward Cody** for work done in preparing this Project Development Agreement and the Lease Agreement, and the parties shall have no

further rights or obligations hereunder except for those that survive the termination of this Agreement. Once Cody LCI ~~has~~ and Forward Cody have approved the preliminary construction drawings and specifications (the “**Final Plans**”) and the budget (the “**Final Budget**”) for the Project, Forward Cody shall be responsible for constructing the Project in accordance with the Final Plans and the Final Budget.

3. OBLIGATIONS OF THE CITY OF CODY:

3.A. The City of Cody shall:

- 3.A(i). Apply for the Grant on or before December 1, 2011;
- 3.A(ii). Notify WBC that Forward Cody is the designated community development organization with respect to the administration of the Grant.
- 3.A(iii). Forward any and all documentation received from WBC or others regarding this project to Forward Cody in a timely manner.
- 3.A(iv). Receive, review and submit in a timely fashion grant reports and requests for grant reimbursements submitted to the City of Cody by Forward Cody. Forward Cody recognizes that the submittal and payment process may take up to sixty (60) days, and will include a statement in all contracts with each architect, engineer, contractor and others who will be paid by grant funds (collectively "payees") that informs the payees that payment for invoices may be delayed by at least sixty (60) days.
- 3.A(v). Forward all grant reimbursements from WBC to Forward Cody in a timely fashion for all appropriate expenses paid by Forward Cody.

4. OBLIGATIONS OF CODY LCI AND CODY LABS:

4.A. Cody LCI (and Cody Labs, with regard to Section 4.A(ii) below) shall:

- 4.A(i). Pursue timely and efficient communications with Forward Cody regarding the planning, design and implementation of the Project.
- 4.A(ii). Sublease the Project to Cody Labs, and Cody Labs shall create within three (3) years after June 30, 2011 no less than 45 full time positions at an average of the sustainable family wage rate of \$14.37 per hour. It is acknowledged and agreed by the City of Cody and

Forward Cody that since June 30, 2011, **Cody Labs** has created twenty-three (23) full time positions at an average of the sustainable family wage rate of \$14.37 per hour, and thus within three (3) years after June 30, 2011 **Cody Labs** must only create an additional twenty-two (22) such full time positions.

- 4.A(iii). Upon receipt of the Development Approvals, contribute the real estate described on Exhibit "B" (the "**Land**") to **Forward Cody** to carry out the Project.
- 4.A(iv). Be responsible for any cost associated with Project changes that are completed at the written request of **Cody LCI** (a "**Change**") that exceed the amount of the Grant. No Change shall be performed, and no cost associated with Project in excess of the Grant (collectively, "**Excess Costs**") shall be incurred or allowed, without the prior written authorization, in each instance, of Lannett Company, Inc. ("**Lannett**"), a member of **Cody LCI**, executed by Arthur Bedrosian, Chief Executive Officer of **Lannett**, or other duly authorized officer of **Lannett**. Notwithstanding anything to the contrary contained herein, only **Lannett**, shall have the authority to authorize any Change and/or the incurring of Excess Costs on behalf of the **Cody LCI**. Any Change and/or Excess Costs that are not authorized, in writing, by a duly authorized officer of **Lannett** on behalf of the **Cody LCI** shall be *void ab initio* and of no force or effect. **Forward Cody** shall not be entitled to any compensation on account of any Change and/or any Excess Costs that are not authorized in writing by a duly authorized officer of **Lannett** on behalf of **Cody LCI**, even if the work relating to such Change and/or such Excess Costs is performed by **Forward Cody**.
- 4.A(v). Enter into a Lease Agreement with **Forward Cody** in a form substantially as set forth on Exhibit "A" hereto.
- 4.A(vi). Provide in a timely fashion, all necessary job and wage information to **Forward Cody**, required for the submission of reports to the Wyoming Business Council. Project reporting will be required during the term of the Lease Agreement.

5. BREACH AND REMEDIES:

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within

fifteen (15) days after the notice of breach, the breach has not been cured, or, if the breach cannot reasonably be cured within such time, if steps have not been undertaken to reasonably cure the breach, then the non-defaulting parties may take steps reasonably necessary to enforce their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, upon mutual agreement of the parties, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or the filing of any arbitration determination or any cause of action shall lie in the District Court, Fifth Judicial District in Park County, Wyoming. Any arbitration shall be conducted in Cody, Wyoming.

6. REPRESENTATIVES/NOTICES

The **City of Cody** designates Nancy Tia Brown as their "**Representative**", **Cody LCI** designates Arthur Bedrosian as its "**Representative**", **Cody LCI** designates Arthur Bedrosian as its "**Representative**" and **Forward Cody** designates James Klessens as its "**Representative.**" All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To **City of Cody**
Mayor Nancy Tia Brown City of Cody
P.O. Box 2200
Cody, WY 82414

To **City of Cody**
Jennifer Rosencrance, City Administrator
P.O. Box 2200
Cody, WY 82414

To **Cody Laboratories, Inc.**
or Cody LCI Realty, LLC
Arthur Bedrosian
Lannett Company, Inc.
9000 State Road
Philadelphia, PA 19136

With a required copy to:
Richard Asherman

601 Yellowstone Avenue Cody, WY 82414

To **Forward Cody:**

Forward Cody Wyoming, Inc.

Attn: James Klessens

1131 13th Street, #106

Cody, WY 82414

With a required copy to:

M. Cole Bormuth

Bormuth Law, LLC

P.O. Box 550

Cody, WY 82414

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail.

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and the City Administrator of the City of Cody do not have authority to sign without an affirmative vote of the City's Governing Body.

7. **REPRESENTATIONS AND WARRANTIES OF CODY LCI.** Cody LCI represents and warrants that:

7.A. **Corporate Status.** Cody LCI is a limited liability company duly organized, validly existing, and in good standing under the laws of Wyoming.

7.B. **Corporate Power.** Cody LCI has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of its terms, conditions, and obligations, have been duly authorized by all necessary company action by Cody LCI. This Agreement is a valid and binding obligation of Cody LCI, enforceable in

accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

7.C. Nonbreach of Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not, conflict with the certificate of organization, operating agreement, or other organizational or governing documents of **Cody LCI**, or any mortgage or lien to which **Cody LCI** is a party or is subject or by which **Cody LCI** or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which **Cody LCI** is a party or is subject or by which **Cody LCI** or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by **Cody LCI** of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

7.D. No Pending Lawsuits. There are no actions, suits, or proceedings against **Cody LCI** pending or, to the knowledge of **Cody LCI** threatened before any court or by or before any governmental instrumentality, which could have a material adverse affect on the ability of **Cody LCI** to perform its obligations under this Agreement.

7.E. No Default in Court Orders or Similar Agreements. There exists no default by **Cody LCI** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Cody LCI** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.

7.F. Signatory Authority. Each person signing this Agreement on behalf of **Cody LCI** has the full authority to sign on behalf of and bind **Cody LCI** to this Agreement.

8. REPRESENTATIONS AND WARRANTIES RELATING TO THE LAND.

Forward Cody represents and warrants that:

8.A. Intentionally omitted.

8.B. Hazardous Materials. To the best of **Forward Cody's** knowledge: (i) no Hazardous Waste (as defined herein), has been used, generated, released, stored or

disposed of on the Land, or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape activities; (ii) no tanks have been located on or below the surface of the Land, (iii) the Land is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Land. For purposes of this Agreement, "**Hazardous Waste**" means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).

- 8.C. **Other Interests.** Neither **Cody LCI** nor any other owner of the property referenced in Paragraph 4.A(iii) above have any contract with any third party holding any option to purchase, right of first refusal or right to purchase the Land or any portion thereof, except for the option of **Cody LCI** to purchase the Land and the improvements thereon as provided in the Lease Agreement.
- 8.D. **No Leases or Contracts.** Other than the Lease Agreement and the sublease by **Cody LCI** to **Cody Labs**, there are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by **City of Cody**, affecting or relating to the right of any party with respect to the possession of the Land or any portion thereof which are obligations which will affect the Land or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Land which are obligations which will affect the Land or any portion thereof.
- 8.E. **Existing Land Use Restrictions and Permits.** To the best of **Forward Cody's** knowledge, the Land is currently zoned to permit the operation of a storage facility such as that contemplated for operation on the Project premises.

9. NECESSARY ACTS AND FURTHER ASSURANCES.

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

10. BENEFICIARIES:

This Agreement is negotiated for the exclusive benefit of the parties hereto. There are no intended beneficiaries of this Agreement.

11. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights, defenses, limitations or privileges of the **City of Cody** under the doctrines of sovereign or governmental immunity nor shall it in any way be deemed a waiver of any of the requirements or immunity provided by the Wyoming Governmental Claims Act.

12. AVAILABILITY OF FUNDS:

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use for the Project under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement, then this Agreement shall terminate and shall be of no further force or effect. Forward Cody shall not commence construction and Forward Cody shall immediately reconvey the Land and the improvements thereon to Cody LCI at no cost or expense to Cody LCI, by delivery of warranty deed free and clear of all liens and encumbrances other than those liens and encumbrances that existed on the date the Land was conveyed by Cody LCI to Forward Cody. Each party shall notify the other party at the earliest possible time, if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section. Notwithstanding the foregoing, in the event **Cody LCI** agrees to pay Excess Costs in accordance with Section 4.A(iv) above sufficient to complete the Project, then neither **Forward Cody** nor the **City of Cody** shall have the right to terminate this Agreement pursuant to this Section 12.

13. COMPLIANCE WITH LAWS:

Forward Cody and **Cody LCI** shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

14. INDEMNITY:

Forward Cody shall indemnify, defend and hold the **City of Cody** and **Cody LCI** harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by **Forward Cody** related in any way to this Agreement. **Cody LCI** shall indemnify, defend and hold the **City of Cody** and **Forward Cody** harmless from and against any and all claims of any nature whatsoever arising from or

having connection with the performance of any duties by **Cody LCI** related in any way to this Agreement.

15. CONTRACTUAL MATTERS

15.A. **Performance Matters.** With respect to the performance of this Agreement, **Forward Cody** agrees as follows:

15.A(i). **Nondiscrimination.** **Forward Cody** shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"). 42 U.S.C. 12101, et seq. **Forward Cody** shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

15.A(ii). **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Forward Cody** relative to the construction of the Project, shall identify the **City of Cody** and WBC as the sponsoring agencies.

15.B. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the **City of Cody** as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the **City of Cody**. In the event the **City of Cody** does not pass a resolution supporting the application by the **City of Cody** to WBC for grant funds for the Project, the **City of Cody or Cody LCI** shall have the right to declare this Agreement null and void and of no further force or effect, in which event Forward Cody shall immediately reconvey the Land and the improvements thereon to Cody LCI at no cost or expense to Cody LCI, by delivery of warranty deed free and clear of all liens and encumbrances other than those liens and encumbrances that existed on the date the Land was conveyed by Cody LCI to Forward Cody, and thereafter the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement except for those that survive the termination of this Agreement, and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.

- 15.C. **Audit.** The **City of Cody** and any of its representatives shall have access to any books, documents, papers, and records of **Forward Cody** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Forward Cody** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.
- 15.D. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 15.E. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.
- 15.F. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- 15.G **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, and materials of any kind related to the construction of the Building shall be considered all times to be the property of **Forward Cody** unless **Cody LCI** pays the Architect as provided in Section 2F, in which

event the plans and specifications prepared by the Architect shall be considered the property of **Cody LCI**. Nothing in this Agreement shall be construed to prevent or deny the **City of Cody** or **Forward Cody**, their agents, employees, officers, representatives or officials from reviewing or having access to all construction documents [while this Agreement remains in full force and effect](#).

- 15 H. **Independent Contractor Relationships**. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.
- 15.I. **Entire Agreement**. This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- 15.J. **Successors and Assigns**. Neither **Forward Cody** nor **Cody LCI** shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement (other than as set forth in Section Nineteen of the Lease Agreement referenced herein) without the prior written consent of the **City of Cody**. Neither **Cody LCI** nor any other owner of the property referenced in Paragraph 4.A(iii) above shall use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Cody and Forward Cody. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute a consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody** and/or **Forward Cody**.
- 15.K. **Modification**. This Agreement may be amended or modified only in a writing signed by all the parties hereto.
- 15.L. **Paragraph Headings**. Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- 15.M. **Waiver and Failure to Declare a Default**. The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for any such subsequent default or violation.

- 15.N. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.
- 15.O. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.
- 15.P. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective _____, 2012.

CITY OF CODY, WYOMING

FORWARD CODY WYOMING, INC.

By: _____

By: _____

Title: _____

Title: _____

CODY LABRATORIES, INC.

CODY LCI REALTY, LLC

By: _____

By: _____

Title: _____

By: _____

MEETING DATE:	SEPT. 4, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

16-Lot Preliminary Plat of Cooper Lane Estates

ACTION:

Approve the Preliminary Plat of Cooper Lane Estates, a 16-lot subdivision located between Cooper Lane and Road 2DA.

SUMMARY OF INFORMATION

This subdivision is outside of the City limits, but within the 1-mile subdivision authority specified by Wyoming Code 34-12-103. The City subdivision ordinance specifies that subdivisions within one mile of the City limits are to follow the review procedures and improvement requirements of the city subdivision ordinance as if the property was within the City limits.

The Planning and Zoning Board reviewed the preliminary plat at their August 28, 2012 meeting and recommended that Council approve the preliminary plat along with the requested variances.

The layout of the 16-lot subdivision, along with approximate lot sizes, dimensions, and utility easements is depicted on the attached preliminary plat. The property is currently in three pieces—the Ross residence and irrigated farmland (32 acres), the Cody Missionary Alliance Church of God (5.7 acres), and a vacant 4.1 acre lot to the west of the church. All three lots are zoned R-H (Residential ½ Acre)—a County zone which allows a minimum lot size of ½ acre when served with public sewer and water, or 1 acre with on-site septic and public water as is proposed in this case. With the exception of the Ross residence parcel that is 12.14 acres, the lots range from 1.25 to 2.53 acres. Lot 16 is the church parcel and is included for lot-line adjustment purposes. An existing access and utility easement along a portion of the west side of property, which was reserved for the Glenn & Nina Ross parcel, is also proposed to be vacated, due to the establishment of the new street.

The lots are proposed to be served with a 24-foot wide paved street, with 2-foot gravel shoulders and a 100-foot diameter paved cul-de-sac. Water will be provided by the Northwest Rural Water Association, sewage disposal will be via on-site septic systems, irrigation will be provided by a private piped system off of the Cody Canal system. Power will be from Rocky Mountain Power, and phone, cable, internet services will be provided from one or more of those service providers (Optimum, Century Link, TCT).

Preliminary Plat review, as defined in the subdivision ordinance is intended to “check the proposed subdivision against the city design standards, improvement requirements and to ensure that the proposed subdivision can and will conform to the city zoning ordinances and city master plans”. A detailed review is found in Appendix A. In summary, where the proposal does not meet City requirements a variance is requested.

The requested variances from the City’s subdivision requirements include variances from:

AGENDA ITEM NO. _____

11-4-2: STREETS, ALLEYS AND EASEMENTS

- B. Conformance to Master Street Plan, to avoid installation of street in the pattern shown in the Master Street Plan.
- G. Cul-De-Sac length, to allow more than 500 feet.
- K. Widths and Grades, to avoid dedication of additional right-of-way for Cooper Lane.
- P. Alleys, to avoid installation of alleys.
- Q. Curb, Gutter, Sidewalk, Paved Streets, to avoid installation of curb, gutter, and sidewalk.
- R. Street Cross Section, to allow the narrower 24-foot street section proposed.
- V. Blocks, to avoid having to install additional streets to meet the block length requirements.

11-5-1, DEVELOPMENT AND IMPROVEMENT

- I. Fire Hydrants, to avoid installation of hydrants along the interior street (a draft hydrant is proposed at the intersection of the interior street and 2DA).
- J. Open Drains, Irrigation Ditches, to avoid having to pipe the ditches along road 2DA and Cooper Lane.
- M. Street Lighting, to avoid installation of streetlights.
- N. Public Use Areas, to avoid dedication of land or cash in lieu of land.

The Planning and Zoning Board also discussed the following requirement found in 11-2-3(B)(3):

“... and the city shall further require a written enforceable and recordable agreement that all of the property within the area of such subdivision will be voluntarily annexed to the city upon request by the city when it becomes contiguous to the corporate limits of the city, and the improvements required by the city shall further be installed at the expense of the landowners of the subdivision and in accordance with city specifications at the time of annexation or when requested by the city. A statement outlining the above requirements shall be placed upon the proposed final plat.”

The discussion at the P&Z meeting seemed to conclude that if the City were providing some service to the subdivision, that an agreement for future annexation may be more appropriate, but without such, the requirement should be waived. The Planning and Zoning Board made a recommendation that this requirement we waived.

Planning staff suggests rather than a full waiver of the requirement, that the requirement be altered such that if a City service is provided to the subdivision, that they would agree to comply with the annexation requirement. A note to this effect would be placed on the final plat.

The preliminary plat is scheduled to be considered by the County Commission on September 4th. The County Planning Commission recommended approval subject to a number of conditions. A copy of their decision is attached. The City P&Z did not provide a specific list of conditions other than compliance with applicable City, State, and utility provider standards, which can and will be verified at the time of final plat review.

There are some technical corrections/additions that need to be made to the preliminary plat. These include: A minor correction to the legal description to match the description in the title report, correction of the label for the 20’ utility/irrigation easement along Road 2DA, addition of the Cody Missionary Alliance Church as a property owner, and individual domestic water taps for each lot (rather than shared).

ATTACHMENTS:

Cooper Lane Estates Preliminary Plat.

Application materials.

ALTERNATIVES:

Approve or deny all or part of the requested variances, and approve or deny the preliminary plat. The Council can add conditions to the preliminary plat as needed, such as the technical corrections/additions noted.

RECOMMENDATION:

The Planning and Zoning Board recommends approval of the preliminary plat with the variances noted.

AGENDA & SUMMARY REPORT TO:

Glenn Ross

APPENDIX "A"

To Cooper Lane Estates Preliminary Plat Agenda Summary

SUBDIVISION REGULATIONS

The City subdivision standards are as follows. Staff comments follow each standard. When a variance from the standard is involved, it is noted.

11-4-2: STREETS, ALLEYS AND EASEMENTS:

A. Alignment: All proposed streets, alleys and easements shall align horizontally and vertically with existing streets, alleys and easements adjacent to or lying near the subdivision.

Staff Comment- The proposal does not include any street extensions or intersections that need to align with existing streets.

B. Conform to Master Street Plan: All streets shall conform to the city master street plan for size and approximate alignment.

Staff Comment- A variance from this standard would be necessary to permit the proposed subdivision configuration. The master street plan indicates two north-south local streets and one east-west local street running through the property. The applicant requests the variance from conformance with the master street plan.

C. Jogs Prohibited: Street jogs shall be prohibited unless, because of very unusual conditions, the commission and council determine that the offset is justified.

Staff Comment: No jogs are proposed.

D. Topography: Streets shall have a logical relationship to the topography.

Staff Comment. Met.

E. Intersections: Intersections shall be at or near right angles whenever possible.

Staff Comment: Met.

F. Local Streets: Local streets will be designed to discourage through traffic.

Staff Comment: This is justification why staff supports not providing the through streets depicted by the Master Street Plan from Cooper Lane to Road 2DA.

G. Cul-De-Sacs: Cul-de-sacs shall be permitted, providing they are no longer than five hundred feet (500'), including the area at the end of said cul-de-sac; and further providing, that the property line to property line diameter of the cul-de-sac be at least one hundred feet (100'). Design specifications for curb, gutter, sidewalk and distance from property line to sidewalk shall be in accordance with the typical section of a "residential street", as defined by the master street plan. Surface drainage shall be towards the intersecting streets whenever possible, but may be out of the cul-de-sac through a drainage easement as a last alternative.

Staff Comment: As proposed, the length of the cul-de-sac at 960 feet does not meet this requirement, which would require a variance.

H. Dead End Streets, Alleys: Dead end streets and alleys (with the exception of cul-de-sacs) shall be prohibited, unless they are designed to connect with future streets or alleys on adjacent lands that have not been platted. If a dead end street or alley is allowed, for the above reasons, a temporary turnaround shall be constructed for public use until the street or alley is extended.

Staff Comment: The subdivision is not designed to have any dead-end streets that would require temporary turn-arounds.

I. Half Streets: Half streets will be prohibited. Half alleys will be strongly discouraged. When a proposed half street is adjacent to another property, it will be the developer's responsibility to reach an agreement with the adjacent landowner, acquire the required lands from the adjacent landowner to provide the land required to construct the full width street. No plat will be approved until a full width street right of way has been platted. When the full width for an alley cannot or will not be provided by the developer, he may be required to meet special requirements established by the commission depending upon the special conditions associated with the proposed development.

Staff Comment: No half streets are proposed.

J. Reverse Curves: Reverse curves on arterial and collector streets shall be joined by a tangent at least two hundred feet (200') in length, residential and marginal streets and alleys shall have at least one hundred feet (100') of tangent length between reverse curves.

Staff Comment: Met.

K. Widths and Grades: Street, alley and easement/right of way widths and grades shall be as follows:

	Minimum Right Of Way Width	Minimum Grade	Maximum Grade
Collector street	80 feet	0.3 percent	7 .0 percent
Residential street	60 feet	0.3 percent	7 .0 percent
Marginal street	46 feet	0.3 percent	10 .0 percent
Alleys (see subsection P of this section)		0.3 percent	10 .0 percent
Easements	20 feet	0.3 percent	10 .0 percent
Pedestrian ways and crosswalks	10 feet		10 .0 percent

Staff Comment: The interior residential street and existing road 2DA meet the applicable right-of-way standards. The existing right-of-way width on Cooper Lane is 60 feet, where 80 feet is the City standard. A 20-foot utility easement is proposed along Cooper Lane. A variance would be needed for the proposed configuration, to avoid dedication of additional right-of-way for Cooper Lane.

L. Vertical Curve Length:

Staff Comment: Met.

M. Visibility: Clear visibility, measured along the centerline of the street shall be as follows:

Arterial street	300 feet
Collector street	200 feet
Residential street	200 feet
Marginal street	100 feet

Staff Comment: Met.

N. Curvature Radius:

Staff Comment: Met.

O. Streets with Interior Angles:

Staff Comment: Met.

P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys. A variance of up to four feet (4') may be granted by the commission and council in a residential development if setbacks are provided for utility boxes, garbage cans, etc. Alleys shall be constructed with a minimum of six inches (6") of crushed aggregate base course for the finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.

Staff Comment: The lack of alleys would require a variance.

Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B of this title by the planning, zoning and board, and the city council. All waivers of curb, gutter and sidewalks shall require acknowledgment by the developer on the final plat that future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots and be so noted on the final plat. The developer shall be responsible for demonstrating to the city that the grades and location of the proposed improvements shall be compatible with all future development in the area.

Staff Comment: A variance to the street standard would be necessary to allow the proposed road section.

R. Street Cross Section: The minimum typical street cross section for each type of street shall be as shown on the master street plan. Details of the city standards for typical paving, curb, gutter, sidewalk, alley aprons and valley gutter sections may be obtained from the city engineer.

Staff Comment: The City standard for a Local Residential Street is a 42'8" paved width, curb and gutter, and 4-foot wide sidewalks, all within a 60-foot wide public right-of-way. The Minimal Marginal Street is a 36-foot wide paved road with curb, gutter and sidewalk, although deviations may be reviewed on a case-by-case basis. A variance to the City standard is requested to allow the 24-foot paved road with 2-foot gravel shoulders.

S. Valley Gutters: The use of valley gutters in areas where storm sewer facilities exist or are proposed will be discouraged.

Staff Comment: No valley gutters are indicated.

T. Drainage: The area to be subdivided shall be designed to provide proper and sufficient drainage. Runoff and storm sewer systems shall be designed to adequately drain the subdivision and adjacent area that will drain into the subdivision. All

stormwater systems shall be designed to achieve zero increase in runoff and shall be in compliance with the city stormwater management policy, as amended. They shall be designed and constructed to allow runoff and stormwater to flow by gravity from the subdivision to an adequate outlet. When an existing storm sewer trunk line is available, the proposed system shall be designed to connect to it. When an existing storm sewer trunk line is not available, a drainage plan must be developed that is acceptable to the city. Minor subdivisions shall be exempt from this requirement.

Staff Comment: A storm water plan has been submitted and it complies with the City's storm water management policy.

U. Lot Requirements: All lots within a proposed subdivision will meet the following requirements:

- 1. Lots shall be sized to meet the requirements of the appropriate zoning.*
- 2. Every lot shall abut upon or have access to an approved street or an approved cul-de-sac.*
- 3. Side lot lines shall be at approximate right angles to the street line on which the lot faces.*
- 4. Strip lots established with the intent of restricting access to streets or alleys will be prohibited.*

Staff Comment: Met.

V. Blocks: Blocks shall be at least three hundred feet (300') long, normally, not to exceed six hundred sixty feet (660') long. All blocks shall normally be of sufficient width to allow for two (2) tiers of lots of approximately equal width and an alley.

Staff Comment: This standard is appropriate and works well for urban-density development, however the applicability to large-lot development necessitated by the lack of public sewer is awkward. A variance to this standard is needed.

OTHER:

Section 11-5-1, DEVELOPMENT AND IMPROVEMENT states that, *"Any proposed subdivision that is within the corporate limits of the city or within one mile of the boundaries of the city, or which has been proposed for annexation into the city, shall be developed with the following improvements, in accordance with city standards and this chapter, at the subdivider's expense"*. The section then lays out standards for construction, most of which relate directly to the items addressed above. Those items that should be noted, but are not included above are listed below.

H. Water Mains: All water mains will be designed and constructed according to city approved specifications and the city standards. The system will connect each lot within the proposed subdivision to a minimum six inch (6") diameter main by the use of a minimum three-fourths inch ($\frac{3}{4}$ ") copper service line. The service lines shall be

extended from the main to the property line according to city standards. These mains will be connected to the city system. All water mains will be designed in accordance with the city plan, state and federal regulations, and designed to provide adequate flow and pressure under all conditions, including major fire conditions. If, in the city's opinion, larger mains are necessary to allow for the future development of adjacent areas, an agreement may be entered into between the developer and the city whereby the city may help finance the oversized main. It will be the developer's responsibility to ensure that the water piping system for the proposed subdivision is connected to the city system. The development of private or community wells for potable water will not be allowed within the corporate limits of the city.

Staff Comment: A 6" main line will be required, and the main line will be required to be "looped", so that there is not a 900'+ dead-end line and future fire flow purposes. Water is to be provided by Northwest Rural Water.

I. Fire Hydrants: Fire hydrants shall be installed at intervals not to exceed five hundred feet (500') between hydrants and provided with standard hose connections as specified by the fire department.

Staff Comment: Refer to the Letter from the Park County Fire Protection District No. 2. The Northwest Rural Water Company does not have adequate fire flow for fire hydrants, so an alternative system will be provided. The alternative system includes a draft hydrant near the intersection of the interior street and Road 2DA. The lack of hydrants down the interior street would require a variance.

J. Open Drains, Irrigation Ditches: All open drains and irrigation ditches shall be buried or, if possible, eliminated.

Staff Comment: Existing private ditches through the property will be eliminated in favor of a new piped system. The irrigation ditches along Cooper Lane and Road 2DA are not proposed to be piped, which requires a variance.

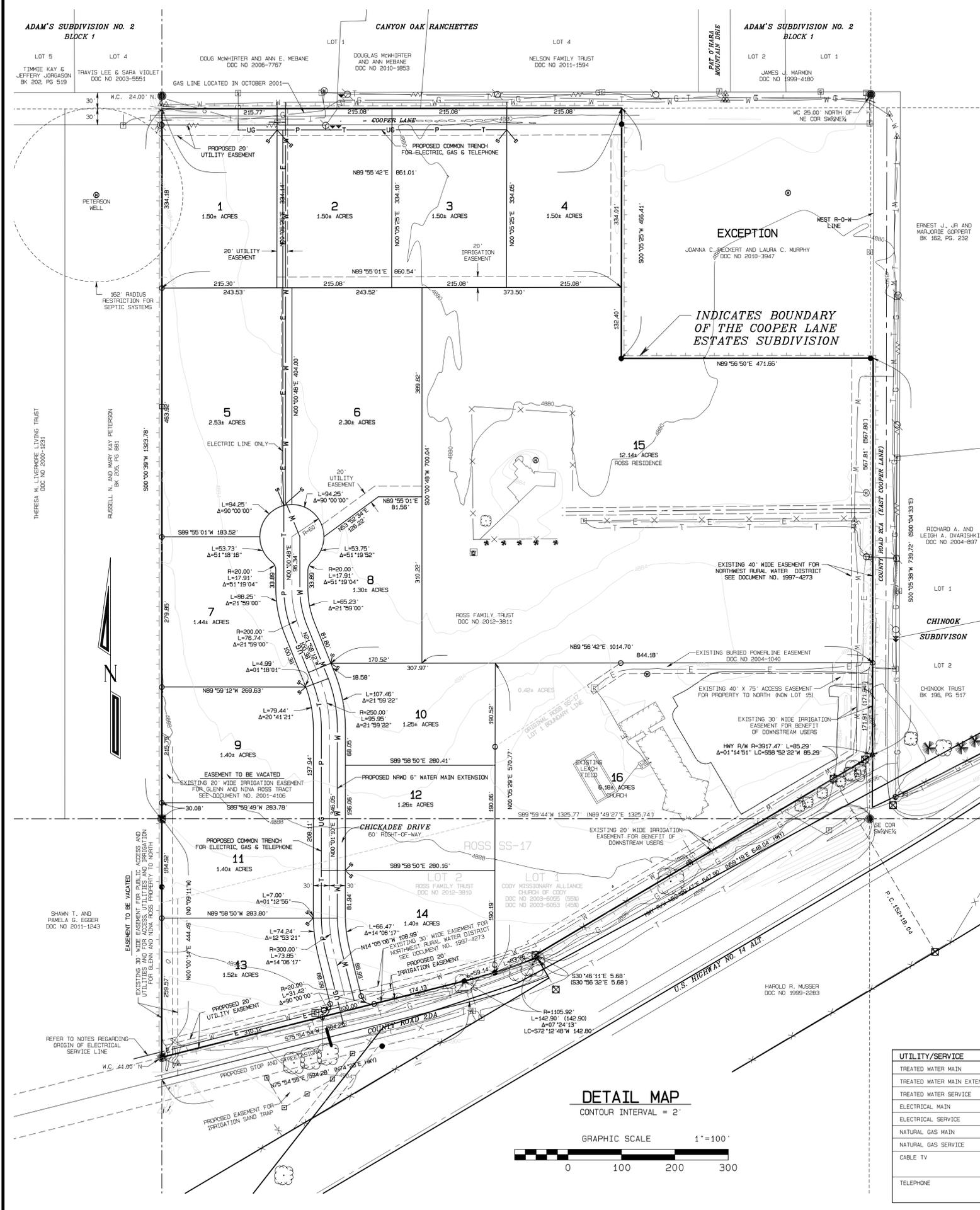
M. Street Lighting: Street lighting shall be installed according to the standards and requirements established by the city electrical commissioner, the cost of which will be borne by the subdivider.

Staff Comment: Street lighting is not proposed, which requires a variance.

N. Public Use Areas: There shall be conveyed to the city an area or areas of land or the cash equivalent thereof, on the basis of one acre per fifty (50) prospective dwelling units, to provide for parks, fire stations, recreational areas and other public uses. This requirement shall be in addition to lands dedicated for streets and alleys. Prospective commercial development densities shall be determined by developers with approval from the planning and zoning board. Minor subdivisions shall be exempt from this

requirement. The dedication of land or cash in lieu of land shall be at the sole discretion of the city council, with recommendation from the planning and zoning board and the parks and recreation department. If subsequent rezoning or resubdivision would result in a higher number of prospective dwelling units, additional land or cash equivalent shall be conveyed to the city. If the city council elects to require cash in lieu of land, the amount thereof shall be the fair market value of the land. If the city and the subdivider cannot agree on that value, each shall designate an appraiser and the two (2) appraisers so selected shall arrive at a recommended market value, which shall be binding upon the parties. This open space requirement shall be waived if the proposed subdivision is located in an area that has been previously subdivided and the above requirement was satisfied at that time.

Staff Comment: The Planning and Zoning Board recommends that Council grant a variance to this standard. Dedication of land within this subdivision to the City is likely not in the City's interest. Past practice has not included dedication of land for public uses when the subdivision is outside of the City limits.



RECORD LEGAL DESCRIPTION

LOTS 1 AND 2 OF THE ROSS SS-17 SUBDIVISION, TOGETHER WITH THAT PARCEL CONVEYED TO THE ROSS FAMILY TRUST DATED JUNE 25, 2012, BY THE QUIT CLAIM DEED RECORDED IN DOCUMENT NO. 2012-3811 OF THE DEED RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER DESCRIBED AS FOLLOWS:

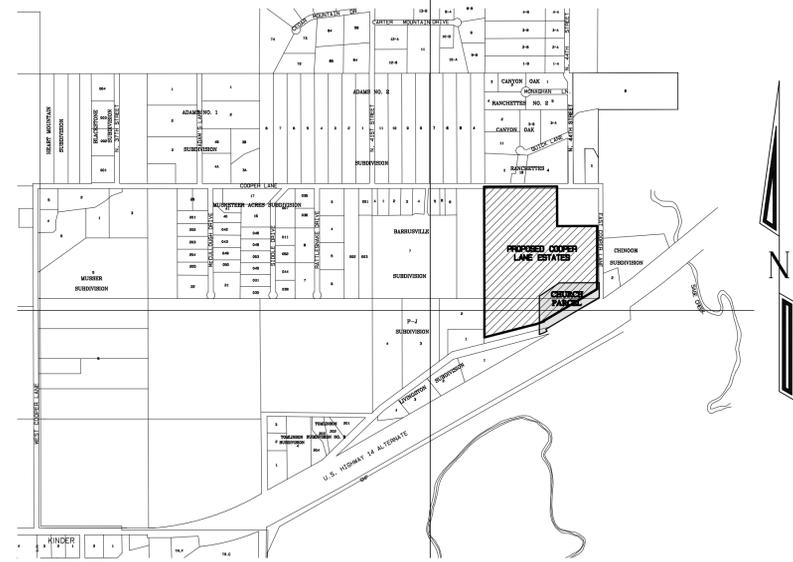
A PARCEL OF LAND IN THE SW/4, NW/4 AND THE SE/4 OF SECTION 26, T. 53 N., R. 101 W. OF THE 6TH P.M., PARK COUNTY, WYOMING, ORIGINAL GOVERNMENT SURVEY, NOW BEING IN SAID SUBDIVISIONS OF TRACT 38 OF SAID TOWNSHIP AND RANGE ACCORDING TO THE GOVERNMENT RESURVEY, SAID PARCEL BEING GRAPHICALLY ILLUSTRATED AS PARCEL 17 ON THE RECORD OF SURVEY ATTACHED HERETO AND BY THIS MENTION MADE A PART HEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THOSE LANDS CONVEYED TO GLENN R. AND NINA M. ROSS AS DESCRIBED IN THE WARRANTY DEED RECORDED AS DOCUMENT NO. 2000-5319 OF THE BOOK OF DEEDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER AND A PORTION OF THOSE LANDS CONVEYED TO ROSS, L.L.C. BY THE QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 2001-4098 OF SAID BOOK OF DEEDS, SAID PARCEL AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SW/4, NW/4, THENCE N. 89°45'19" E. ALONG THE NORTH LINE THEREOF FOR 860.95 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE "EXCEPTION" PARCEL DESCRIBED IN SAID QUIT CLAIM DEED, THENCE S. 09°43'33" E. ALONG THE WEST LINE OF SAID "EXCEPTION" FOR 466.49 FEET TO THE SOUTHWEST CORNER THEREOF, THENCE N. 89°46'29" E. ALONG THE SOUTH LINE OF SAID "EXCEPTION" FOR 466.69 FEET TO THE SOUTHEAST CORNER OF SAID "EXCEPTION", THENCE CONTAINING N. 89°46'29" E. FOR 5.00 FEET TO THE NORTHEASTLY CORNER OF SAID ROSS, L.L.C. LANDS, THENCE S. 09°43'33" E. ALONG THE EAST LINE OF SAID ROSS, L.L.C. LANDS AND THE GLENN R. AND NINA M. ROSS LANDS FOR 567.80 FEET; THENCE S. 89°46'29" W. FOR 471.69 FEET; THENCE S. 59°46'36" W. FOR 282.29 FEET; THENCE S. 09°43'33" E. FOR 134.51 FEET; THENCE S. 78°45'40" W. FOR 643.39 FEET TO THE WEST LINE OF SAID WAGGERS, THENCE N. 09°11'11" W. FOR 56.34 FEET TO THE NORTHWEST CORNER THEREOF, THENCE N. 09°33'33" W. ALONG THE WEST LINE OF THE SW/4, NW/4 FOR 1323.76 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 32.25 ACRES MORE OR LESS, AND BEING SUBJECT TO ALL RIGHT OF WAY AND/OR EASEMENTS THAT LEGALLY EXIST.

CONTAINING A TOTAL OF 42.15 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL RIGHTS-OF-WAY AND/OR EASEMENTS THAT LEGALLY EXIST.

T. 53 N., R. 101 W.
(RESURVEY)



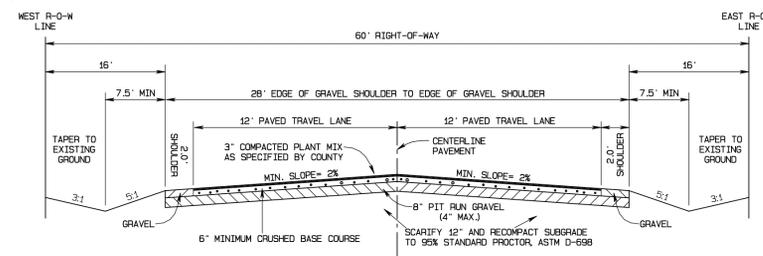
VICINITY MAP
SCALE: 1"=1000'

NOTES

- PRIMARY CONTACTS: DEVELOPERS/PROPERTY OWNERS - GLENN AND NINA ROSS, 129 COOPER LANE EAST, CODY, WY 82414, 307.527.4323 (H), 307.527.2616 (W); SURVEYOR - PAUL A. BLOUGH, HOLM, BLOUGH & COMPANY, 1402 STAMPEDE AVENUE, CODY, WY 82414, 307.587.6281; ENGINEER - ROY HOLM, HOLM, BLOUGH & COMPANY, 1402 STAMPEDE AVENUE, CODY, WY 82414, 307.587.6281.
- TOTAL SUBDIVIDED AREA = 42.15+ ACRES INTO A TOTAL OF 16 LOTS OF VARIOUS SIZES AS SHOWN HEREON.
- THERE ARE NO KNOWN AREAS OF FLOODING OR OTHER HAZARDOUS FEATURES WITHIN THE PROPOSED SUBDIVISION.
- CURRENT ZONING OF THE PROPOSED AREA TO BE SUBDIVIDED IS UNINCORPORATED PARK COUNTY ZONE "R-1" (RESIDENTIAL 1/2-ACRE) AND THERE IS NO PROPOSED CHANGE. LOT 15 CURRENTLY IS USED AS THE DEVELOPER'S PRIMARY RESIDENCE AND LOT 16 CURRENTLY IS HOME TO THE CODY MISSIONARY AND ALLIANCE CHURCH.
- AN IRRIGATION PLAN IS BEING DEVELOPED IN CONJUNCTION WITH THE CODY CANAL IRRIGATION DISTRICT TO SERVE ALL LOTS WITHIN THE PROPOSED SUBDIVISION WITH IRRIGATION WATER DIVERTING FROM THE CODY CANAL TO UTILIZE EXISTING WATER RIGHTS ATTACHED TO THE PROPERTY. NO WATER RIGHTS ARE PROPOSED TO BE TRANSFERRED TO THE CITY OF CODY.
- THE DEVELOPER HAS DISCUSSED THE FIRE PROTECTION PLAN WITH MR. RUSS WENDE, MR. STEVE RAYNE, AND NORTHWEST RURAL WATER DISTRICT AND IT WAS DETERMINED THAT ON-SITE WATER STORAGE (I.E. A CISTERN SYSTEM) WOULD NOT BE NECESSARY TO PROVIDE ADEQUATE FIRE PROTECTION FOR THE SUBDIVISION. ONE FLUSHING HYDRANT IS PROPOSED ALONG CHICKADEE DRIVE WITHIN THE SOUTHWEST CORNER OF LOT 15.
- ELECTRICAL SERVICE ALONG COOPER LANE WILL BE PROVIDED BY A DROP FROM AN EXISTING POWER POLE ON THE SOUTH SIDE OF COOPER LANE.
- ELECTRICAL SERVICE TO LOTS ADJACENT TO CHICKADEE DRIVE WILL BE PROVIDED EITHER BY AN AERIAL DROP FROM AN EXISTING POWER POLE SOUTH OF ROAD 20A TO THE SOUTHWEST OF THE SUBDIVISION OR BY A NEW BURIED ELECTRICAL LINE ORIGINATING FROM AN EXISTING POLE ON THE NORTH SIDE OF ROAD 20A APPROXIMATELY 1,100 FEET WEST OF THE SOUTHWEST CORNER OF THE SUBDIVISION.
- SEPTIC SYSTEMS EXIST ON LOT 15 (ROSS RESIDENCE) AND LOT 16 (CMA CHURCH) AS SHOWN HEREON.
- ADJOINING PROPERTIES ARE RESIDENTIAL AND AGRICULTURAL. THERE IS A BUSINESS LOCATED ON LOT 1 OF THE CHINOOK SUBDIVISION (ANIMAL CARE AND BOARDING).
- A HOMEOWNER'S ASSOCIATION AND WATER USER'S ASSOCIATION WILL BE CREATED FOR THIS SUBDIVISION. SAID ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF CHICKADEE DRIVE AND ALL DRAINAGE FACILITIES. SAID WATER USER'S ASSOCIATION WILL ALSO BE RESPONSIBLE FOR ALL IRRIGATION FACILITIES.
- FUTURE SEPTIC SYSTEMS WILL BE THE INDIVIDUAL RESPONSIBILITY OF FUTURE LOT OWNERS. LOT ACREAGES ARE SUFFICIENT FOR STANDARD LEACH FIELD TYPE SYSTEM. LOT OWNERS WILL BE RESPONSIBLE TO ACQUIRE THE NECESSARY PERMITS FROM PARK COUNTY AND ALL SEPTIC SYSTEM MUST BE A MINIMUM OF 50.00 FEET FROM ANY STORM WATER BASIN. THIS NOTE WILL BE SHOWN ON THE FINAL PLAT OF THE COOPER LANE ESTATES SUBDIVISION.
- GARBAGE COLLECTION IS AVAILABLE FROM VARIOUS PRIVATE BUSINESSES INCLUDING TONY TOUGH GUYS AND KEELE SANITATION. IT WILL BE THE RESPONSIBILITY OF INDIVIDUAL LOT OWNERS TO CONTRACT WITH THESE BUSINESSES FOR GARBAGE COLLECTION.
- SCHOOL BUSES MAY PICKUP STUDENTS ALONG COOPER LANE, SIMILAR TO OTHER RESIDENCES ALONG COOPER LANE TO THE WEST OF THE SUBDIVISION AND SCHOOL BUSES CAN USE CHICKADEE DRIVE TO PICKUP STUDENTS FROM LOTS ADJOINING THE DRIVE.

LEGEND

- 5/8" REBAR WITH 2" ALUM. CAP SET PREVIOUS SURVEY
- REBAR WITH ALUM. CAP FOUND
- BRASS CAP FOUND
- 1/2" IRON PIPE FOUND
- HIGHWAY MONUMENT FOUND
- EXISTING TELEPHONE BOX
- EXISTING GAS METER
- EXISTING WATER METER BOX
- EXISTING ELECTRIC BOX
- EXISTING MISC HYDRANT
- EXISTING POWER POLE
- EXISTING WATERLINE VALVE
- EXISTING SHRUB OR TREE
- PROPOSED ELECTRIC BOX
- PROPOSED FLUSHING HYDRANT
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER PIPELINE
- EXISTING NATURAL GAS PIPELINE
- EXISTING BURIED TELEPHONE CABLE
- EXISTING BURIED ELECTRIC CABLE
- EXISTING FENCE
- PROPOSED WATER PIPELINE
- PROPOSED BURIED ELECTRICAL LINE
- PROPOSED BURIED ELECTRICAL LINE, GAS LINE, AND TELEPHONE CABLE
- PROPOSED BURIED SERVICES TO SUBDIVISION LOTS



TYPICAL STREET CROSS SECTION - CHICKADEE DRIVE
NOT TO SCALE

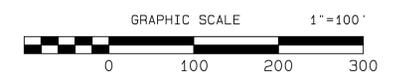
EXISTING UTILITIES INFORMATION

NOTES:
1. ALL UTILITIES SHOWN IN PLAN VIEW ARE FROM SURFACE LOCATES ONLY.

UTILITY/SERVICE	PROVIDER	SIZE/TYPE	APPROX. DEPTH	CONTACT INFORMATION
TREATED WATER MAIN	NRWD	6" PVC	5.5 ± 1'	DOSSIE OVERFIELD, MANAGER P.O. BOX 2347 920 13TH STREET CODY, WY 82414 307.527.4426
TREATED WATER MAIN EXTENSION	NRWD	6" PVC	5.5 ± 1'	
TREATED WATER SERVICE	NRWD	MULTIPLE 3/4" COPPER	5.5 ± 1'	
ELECTRICAL MAIN	ROCKY MTN POWER	SINGLE PHASE	OVERHEAD & BURIED 3' ± 1'	JODEE BASSETT 226 N. YELLOWSTONE AVE. CODY, WY 82414 307.578.3814
ELECTRICAL SERVICE	ROCKY MTN POWER	SINGLE PHASE	3' ± 1'	
NATURAL GAS MAIN	ENERGY WEST	-----	2' ± 1'	L'YNN THOMAS 2320 MOUNTAIN VIEW DRIVE CODY, WY 82414 307.587.4281
NATURAL GAS SERVICE	ENERGY WEST	-----	2' ± 1'	
CABLE TV	OPTIMUM COMMUNICATION	COPPER CABLE	3' ± 1'	DAN HIGGINS 2432 SHERIDAN AVE. CODY, WY 82414 877.273.7626
TELEPHONE	CENTURY LINK	COPPER WIRE	3' ± 1'	TERRY FERRUZZA 614 14TH ST. CODY, WY 82414 307.587.7199

DETAIL MAP

CONTOUR INTERVAL = 2'



GLENN R. & NINA M. ROSS, TRUSTEES
OF THE ROSS FAMILY TRUST
CODY, WYOMING
PRELIMINARY PLAT
SHOWING THE
COOPER LANE ESTATES
SUBDIVISION WITHIN
TRACT 38, T. 53 N., R. 101 W. OF THE
6TH P.M. (RESURVEY), PARK COUNTY, WY

HB HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1402 Stampede Ave.
Cody, Wyoming 82414 (307) 587-6281

BOOK 345
S:\2009\2011\11-070\11-704.dwg

REVISION	DATE
ORIGINAL	21-AUG-2012

**RESOLUTION 2012 - 13
PLANNING & ZONING COMMISSION**

**TITLE: RECOMMENDATION TO APPROVE PRELIMINARY PLAT OF COOPER LANE
ESTATES MAJOR SUBDIVISION**

WHEREAS, Glenn & Nina Ross have proposed to create a sixteen-lot major subdivision consisting of a four 1.5-acre lots, three 1.4-acre lots, one 1.25-acre lot, one 1.26-acre lot, one 1.3-acre lot, one 1.44-acre lot, one 1.52-acre lot, one 2.3-acre lot, one 2.53-acre lot, one 6.18-acre lot, one 12.14-acre lot, from a total of 42.15 acres within Tract 38, T53N, R101W, 6th P.M. (RS), Park County, Wyoming;

WHEREAS, the application and supporting documents are in substantial compliance with Park County Development Standards pertaining to major subdivision preliminary plat;

WHEREAS, the Planning & Zoning Commission held a duly noticed public hearing May 15th, 2012 to consider the sketch plan, and unanimously approved with conditions;

WHEREAS, the Planning & Zoning Commission held a duly noticed public hearing July 17, 2012 to consider the preliminary plat application;

WHEREAS, the Planning & Zoning Commission find the proposed subdivision is generally consistent with the goals and policies of the Park County Land Use Plan, and is consistent with the standards and procedures of the 2010 Park County Development Standards and Regulations;

NOW, THEREFORE, BE IT RESOLVED based on the foregoing, the Planning & Zoning Commission hereby recommend approval of the preliminary plat for the Cooper Lane Estates Major Subdivision, with the following conditions:

1. The City of Cody must approve the final plat prior to final plat recordation;
2. The applicant shall provide all easements as requested by applicable utilities and special districts, Irrigation Districts, or public agencies providing the service. The width of any utility easement shall be sufficient to allow adequate maintenance of the system, but in no case shall such utility easement be less than 20 feet in width;
3. A letter of "no adverse recommendation" from DEQ regarding small wastewater and domestic water must be supplement to preliminary plat application to Board of County Commissioners;
4. The water distribution plan must be approved by the State and local irrigation district before the final plat is filed;
5. Flood irrigation shall not occur within 50 feet of any underground septic tank components;
6. NRWD tap fees must be paid prior to final plat;

7. The applicant shall abide by Fire District requirements;
8. The utilities must be stubbed to each lot before final plat;
9. The applicant shall submit a Subdivision Improvements Agreement describing the required improvements as shown in plans, plats and supporting documents including but not limited to water systems, sewage systems, streets and roadways prior to final plat recordation; or a supply a financial guarantee for the improvements;
10. The applicant shall establish a weed management plan in cooperation with the Park County Weed & Pest Control District to prevent and control any and all noxious weeds prior to final plat;
11. All Public Works requirements will be met, including:
 - The applicant shall provide documentation that adequate access has been provided and that all roads meet County Standards;
 - The drainage report must be approved prior to final plat;
 - Per the Park County Standards, proposed subdivision road is required to be paved to serve 10 lots or more. The minimum paved width in the Park County Standards is twenty-eight feet (28'), which includes two (2), twelve foot (12') driving lanes and two (2), two foot (2') shoulders;
12. The developer must provide certification that taxes owed have been paid prior to final plat;
13. The applicant shall otherwise comply with standards in the Park County Development Regulations and the minimum subdivision requirements as set forth in Wyoming Statute 18-5-306.

ADOPTED by the Planning & Zoning Commission this 17th day of July, 2012.

**PLANNING AND ZONING COMMISSION ATTEST:
PARK COUNTY, WYOMING**



Nancy Bailey, Chairman



Ann Matranga, Secretary

MEETING DATE:	SEPT. 4, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Application to Vacate the East 1/2 of 7th Street, South of Platinum Avenue

ACTION:

Hold a public hearing to consider if it is in the public interest to vacate the East half of the 7th Street right-of-way south of Platinum Avenue.

BACKGROUND AND ANALYSIS:

Allen and Virginia Gee, as Gee Properties, LLC have submitted an application requesting vacation of the East half of the 7th Street right-of-way, between Platinum Avenue and the Cody Medical Arts Complex property. The right-of-way is adjacent to their property that was recently rezoned to General Business (D-2), with a limitation for professional office use. This section of right-of-way is currently fifty (50) feet wide. As described in the legal description, the south fifteen feet is not requested to be vacated, as it would serve as an alley between the existing 10-foot wide alley along the south of the Gee property and the remaining right-of-way. The area that is requested to be vacated would be reserved and retained as a public utility easement because it contains and is needed for maintenance of several existing utility lines (city water, sewer, irrigation, and phone). The area of the requested vacation is approximately 3,137.5 square feet.

The right-of-way was dedicated with the Brown's Second Addition plat in 1951, yet has never been improved with a City street. The right-of-way presently contains a 12-14 foot wide paved lane that was constructed in 2002 or 2003 by the Cody Medical Arts Complex as a secondary access. The lane is partially within the area to be vacated. If the right-of-way vacation is granted, staff recommends that it not be effective until the applicant provides a replacement paved lane that is entirely within the remaining right-of-way. The concept of a replacement paved lane is depicted on the applicant's site plan. (Note: The site plan has not been formally submitted as a site plan application or reviewed as such by the City—it is for illustrative purposes only.)

Although not readily evident by the site plan, the extent of the requested vacation relies on a reconfiguration of the entrance/exit serving the Cody Medical Arts Complex, which is on the Cody Medical Arts Complex property and would require their permission. The City has not received documentation that there is an agreement for such work. If permission is not obtained, the area requested for vacation would need to be reduced so that the existing exit could remain functional.

If the land is vacated, it is recommended that it be sold at fair market value. An appraisal of the land requested for vacation has not been completed at this time. Because the land would be fully encumbered by a public utility easement, no buildings could be constructed on that land. The applicant intends to use the area for parking and landscaping.

AGENDA ITEM NO. _____

Reasons set forth by the applicant for the vacation include 1) The ability to reconfigure the lane into a one-way situation, allowing vehicles to exit from the Cody Medical Arts and Gee properties onto Platinum Avenue, while posting a do-not enter sign to help preclude vehicles from traveling to the Cody Medical Arts Complex in this location; and 2) The ability to provide additional parking.

It is not known if the use of the vacated area makes any difference to the Council. As the Council deliberates the merits for the request, one question to consider is whether there is a need to use this right-of-way for a future city street. Due to the lack of right-of-way to the south, Planning and Public Works believes not.

Another question is whether the City needs or wants it for utility or other purposes. The answer to this question is obviously "yes", due to the presence of utilities, yet that same purpose can be accomplished by a public utility easement. The existing city utilities appear to be under the existing paved lane. With the proposed vacation and conceptual site plan, they would remain under a paved area, so repair costs for those utilities would not likely change significantly. There is a TCT line that is not under the current asphalt lane but would be according to the conceptual site plan.

From a few neighbor comments, it appears that some of the neighbors are against this vacation, hoping that it will limit the size of the Gee's medical facility. Admittedly it may slightly affect the size of the project, but likely not to the extent that they may believe. As the City allows access on any right-of-way, paved or not, the existing 25-feet of proposed vacated right-of-way could be used as access and back-up area for parking spaces serving the Gee facility. Shifting the parking spaces onto the existing Gee lot, reducing the aisle width on the east side of the building to the minimum needed, eliminating the landscaping next to the east and west sides of the building, and angling the spaced at 45 degrees would appear to allow a building envelope just a few feet narrower than shown on the site plan. (112.5' wide property minus 15' buffer, 32'8" wide 45-degree parking and backup area, and 18' long parking space=46.8' wide building envelope). That area could be made up by extending the building envelope to the north and south.

Alternatively, relocating the building envelope to be immediately next to the 15-foot landscape buffer and placing all parking on the west side of the building would also provide three or four fewer parking spaces than with the requested vacation. Those spaces could be made up with placing parking at the south end of the building envelope.

The point is that there are simply too many "what ifs" about how approval or denial of the vacation would affect the site plan at this point. If Council has concerns about intensity of use, it may be prudent to ask the applicants what assurances they could provide pertaining to building size, etc.

PROCEDURE

The City Council is authorized to vacate public right-of-way pursuant to Wyoming Statute. Notice of the public hearing has been sent by certified mail to owners of all property within 300 feet of the proposal, and published in the Cody Enterprise. If Council desires a recommendation from the Planning and Zoning Board, they will consider it at their September 11, 2012 meeting.

FISCAL IMPACT

There do not appear to be any direct costs to the City budget in approving or denying the requested vacation, other than compensation for the value of the land.

AGENDA ITEM NO. _____

ALTERNATIVES

- 1) Direct preparation of an ordinance to vacate a portion of 7th Street, either as requested, or except as needed to accommodate the existing exit/entrance to Cody Medical Arts Complex.
- 2) Do not act on the request.

Note: If street vacation is not desired, staff would suggest that Council give direction as to whether they would be willing to consider a long-term lease for use of the property.

ATTACHMENTS

Vacation Application and Letter to Council.
Conceptual site plan.
Letters of support/opposition.

AGENDA & SUMMARY REPORT TO:

Allen and Virginia Gee

AGENDA ITEM NO. _____

Members of Planning, Zoning and Adjustment Board,

702 and 708 Platinum Avenue have now been rezoned from Residential B to a "self-limiting" D2 Commercial Zone. As we move forward with our office building project, we would like to address 7th Street south of Platinum Avenue and have a plan to improve this area. This "street" has been a dangerous stretch of partially paved road for a long time. After much discussion with the City and the neighbors directly to the West (Dennis and Elizabeth Danzik), Gee Properties proposes and requests a partial abandonment of 7th Street South of Platinum Avenue as it currently exists. The result would be that Gee Properties would purchase from the City approximately 25 feet of the Eastern portion of the existing 50 foot easement.

This would allow us to 'finish' that area, provide landscaping and pavement with the result continuing to reinforce the intended 'one-way North' nature of 7th Street, provide additional parking and, in general better control that entire area for the safety of the neighborhood as well as the patients of the CMAC and Frontier Neurosciences.

The City of Cody would maintain the 10 foot alley running East/West along the South Border, which would increase to 15 feet across the eastern 25 feet of existing right-of-way to the 25 foot alley running North/South along the West Border of the current 50 foot easement.

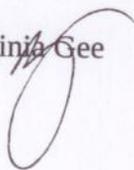
Additionally, we agree with staff recommendations that the entire 25 we are requesting be vacated shall remain a utility easement, both for easy access to currently located utilities and to ensure that no building or structure whatsoever will be placed in this space.

Access to any houses backing on the current East/West would still be available via the existing alley.

It should be noted that the neighbor to the West is in complete agreement with this proposal. They have also expressed their desire to limit traffic as much as possible along that stretch of road and have that area 'finished up'.

Thank you for your attention to this matter,

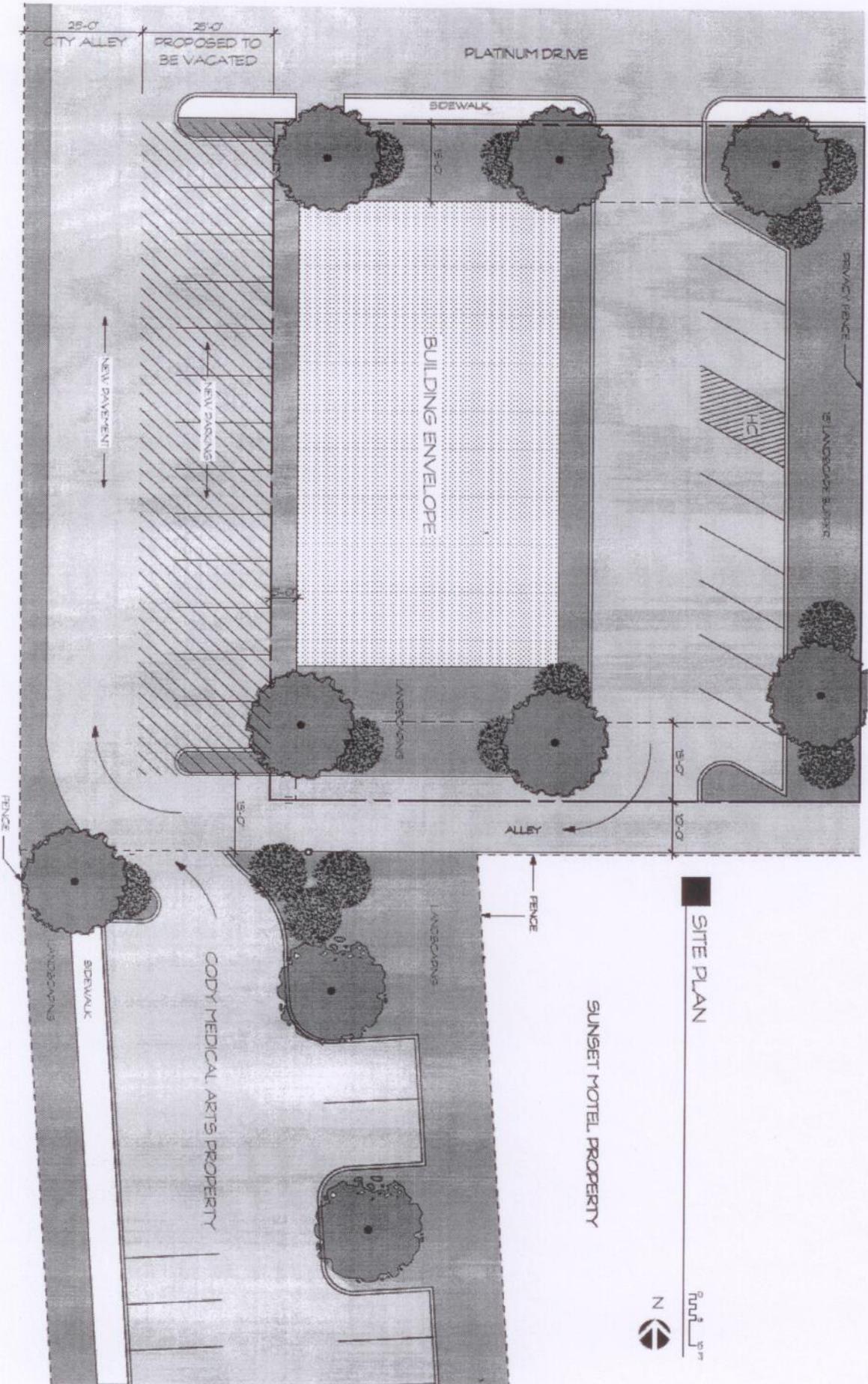
Allen & Virginia Gee

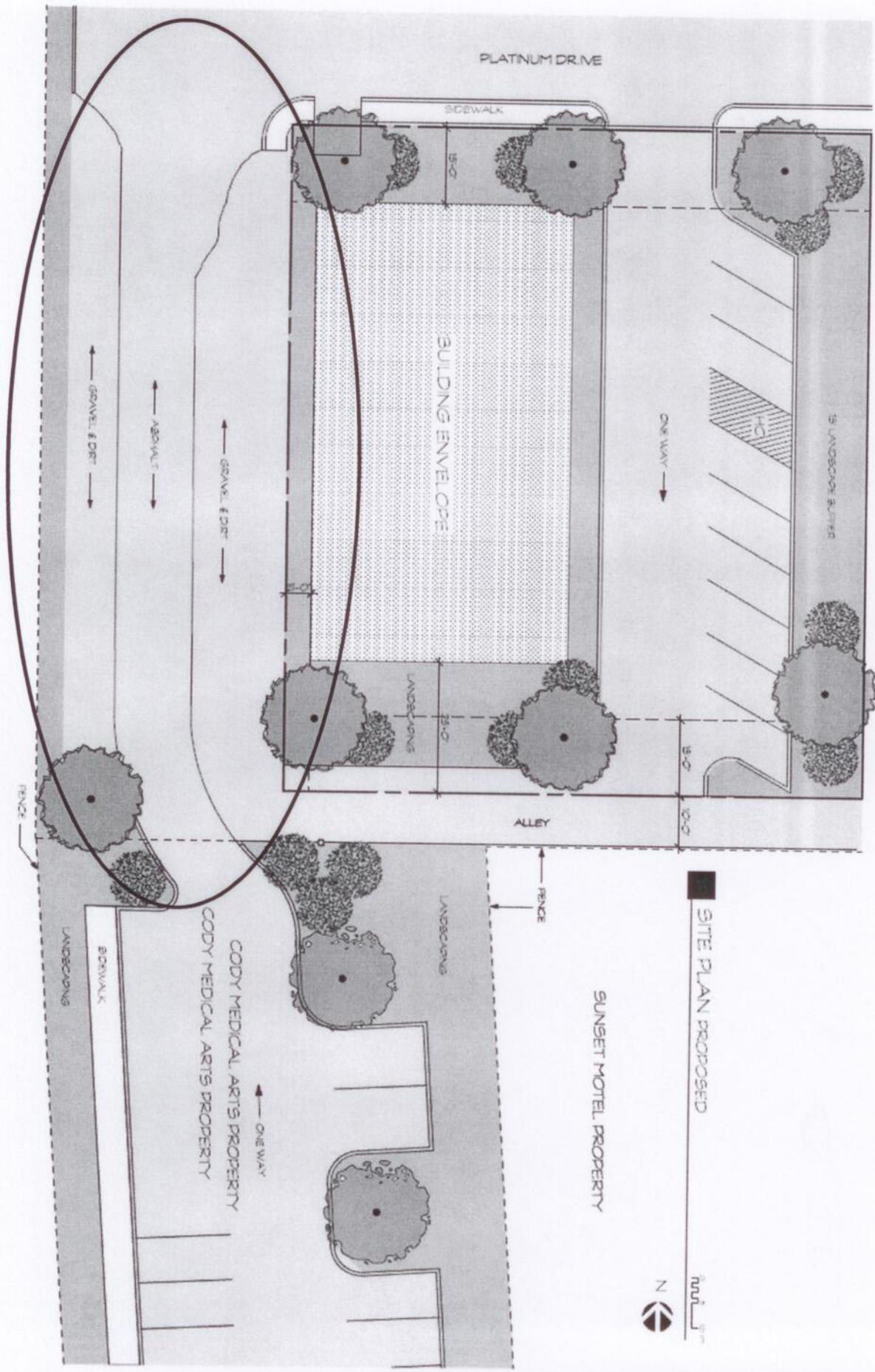


Portion to Vacate:

The east 25' (twenty-five feet) of that portion of the 7th Street right-of-way within the Plat of Brown's Second Addition lying south of Platinum Avenue, except the southernmost 15' (fifteen feet) thereof. Said property more particularly described as follows: Commencing at the Northwest corner of Lot 24, Plat of Brown's Second Addition, recorded in Book "C" of Plats, Page 7, Records of Park County, Wy; Thence South 1°04' West 125.5 feet along the west boundary of said lot 24; Thence North 88°41' West 25.0 feet; Thence North 1°04' East 125.5; Thence South 88°41' East 25.0 feet to the Point of Beginning.

Proposed 25' right-of-way Vacation of Property Request plot plan for, Gee Properties, LLC





■ SITE PLAN PROPOSED



Scale bar showing 0, 10, 20, 30 feet.

SUNSET MOTEL PROPERTY

CODY MEDICAL ARTS PROPERTY
CODY MEDICAL ARTS PROPERTY

ONE WAY

SIDEWALK

LANDSCAPING

FENCE

ALLEY

LANDSCAPING

LANDSCAPING BUFFER

ONE WAY

BUILDING ENVELOPE

SIDEWALK

PLATINUM DRIVE

To whom it may concern,

We are in favor of the proposal by Gee Properties to have a portion of 7th Street south of Platinum Avenue vacated.

We have no interest in purchasing any of that property to be vacated. We encourage the City to allow Dr. Gee to 'finish' off the area he would potentially purchase with landscaping and pavement for parking.

We understand that the City will maintain a 20 foot alley running roughly along our East Border for egress from the CMAC. We would very much like to see that become the one-way west traffic pattern we understand it was intended to be.

Please use this letter as evidence of our agreement with said proposal.

Dennis and Elizabeth Danzik

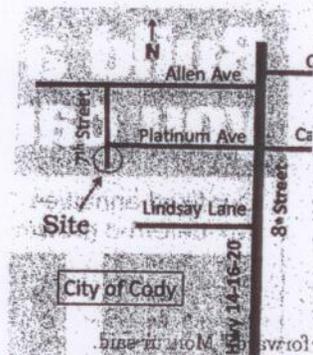
 8/14/12

**PUBLIC HEARING
VACATION OF PROPERTY
REQUEST**

The City of Cody will hold a public hearing **September 4, 2012** at 7:00 p.m. or as soon thereafter as practical at 1338 Rumsey Avenue, in Cody City Council Chambers to consider a request from Gee Properties, LLC for a vacation of property located at:

Gee Properties, LLC requests a vacation of the east 25' (twenty-five feet) of the 50' right-of-way further described as: the east 25' (twenty-five feet) of that portion of the 7th Street right-of-way within the Plat of Brown's Second Addition, lying south of Platinum Avenue, except the southernmost 15' (fifteen feet) thereof. Said property more particularly described as follows: Commencing at the Northwest corner of Lot 24, Plat of Brown's Second Addition, recorded in Book "C" of Plats, Page 7, Records of Park County, Wyo; Thence South 1°04' West 125.5 feet along the west boundary of said lot 24; Thence North 88°41' West 25.0 feet; Thence North 1°04' East 125.5; Thence South 88°41' East 25.0 feet to the Point of Beginning. Furthermore, the entire 25' described would remain a Utility Easement to ensure access to current utilities and preclude any construction of buildings on this property.

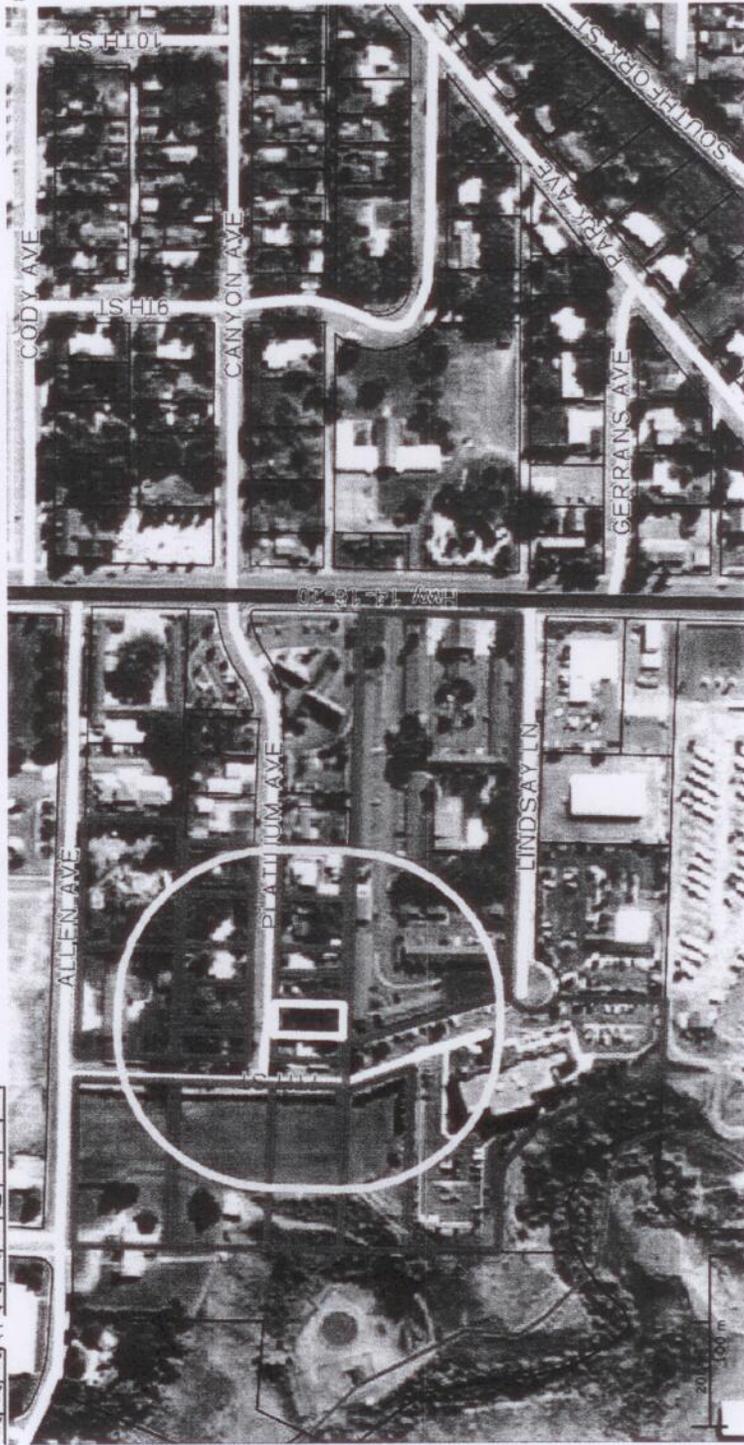
SEE MAP DEPICTING
LOCATION OF PROPERTY
TO BE VACATED.



Information regarding the requested vacation of property is available at the Planning Department in City Hall or by calling 307-572-7511.

Written comments shall be directed to the Planning Department, P.O. Box 2200, Cody, WY 82414 and shall be received prior to the date and time of the public hearing. Everyone is welcome to comment. If hearing assistance is needed, please call 24 hours in advance: 307-527-7511.

Publish: August 27, 2012 only
Legal No. 0901



- Foreground Layers:
 - Az House Numbers
 - As Lot Numbers
 - Address Points
 - Roads, Streets, Highways
 - Ownership
 - Incorporated Towns
 - Public Land Survey
 - Survey Corner Records
 - FEMA Flood Zones
 - Rivers, Creeks, Lakes
 - Subdivisions
 - School Districts
- Administrative Layers:
 - Public Lands
 - Voter Precincts
 - County Zoning
 - Cody Zoning
 - Powell Zoning
 - Meeteeze Zoning
- Background Layer:
 - 2009 Aerial Photography
 - USGS Topos

NAD83 Wyoming West Central USFt
N: 1466184 E: 1885028
Long: -109.04122 Lat: 44.31223
Scale = 1 : 2287
MAD 83 UTM Zone 12N meters
X = 653367 Y = 4931759
Designed by Greenwood Mapping, Inc.

MAILING LIST FOR 300' BUFFER FROM EAST GEE PROPERTY

WILDMAN, CYNTHIA A.	714 PLATINUM DRIVE	CODY	WY	82414
SUNSET PROPERTIES, INC.	1601 8TH STREET	CODY	WY	82414
DANZIK, DENNIS M. & ELIZABETH	15111 N. HAYDEN ROAD	SCOTTSDALE	AZ	85260
HUMPHREYS FAMILY REVOCABLE LIVING TRUST	701 PLATINUM DRIVE	CODY	WY	82414
BERTSCH, DEBRA SUE	2426 SULPHUR CREEK STREET	CODY	WY	82414
WOODRUFF, ELIZABETH B.	BOX 790	CODY	WY	82414
CODY MEDICAL ARTS COMPLEX, LLC	720 LINDSAY LANE	CODY	WY	82414
BROD, RICKY	719 PLATINUM DRIVE	CODY	WY	82414
SCHMOLDT, DALE R. & LUCILLE L. FAMILY TRUST	702 ALLEN AVENUE	CODY	WY	82414
STROW FAMILY REVOCABLE LIVING TRUST	720 PLATINUM AVENUE	CODY	WY	82414
FOUNDATION FOR NORTH AMERICAN	720 ALLEN	CODY	WY	82414
ROSS, GORDON L.	713 PLATINUM DRIVE	CODY	WY	82414
BLAYLOCK, DONALD R., M. KATHLEEN, JEREMY & NICHELLE	POB 428	CODY	WY	82414
GEE PROPERTIES WYOMING, LLC	1320 SUNSET BLVD. SOUTH	CODY	WY	82414
RUSH, S. TODD JR. & SMITH, PATRICIA K.	732 PLATINUM DRIVE	CODY	WY	82414

7010 3090 0000 0664 09

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 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **FRED STROW**
720 PLATINUM AVE
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

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 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **GORDON ROSS**
713 PLATINUM
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 09

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 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **DONALD BLAYLOCK**
PO BOX 428
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

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 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **ELIZABETH B. ANDRUFF**
PO BOX 790
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 09

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 (Domestic Mail Only; No Insurance Coverage Provided)
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 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **TODD RUSH & PATRICIA SMITH**
432 PLATINUM
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 09

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$ \$0.45
 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **CYNTHIA WILDMAN**
914 PLATINUM
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 09

U.S. Postal ServiceTM
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 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **RICKY BRAD**
1919 PLATINUM AVE
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 09

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Sent To
 Street, Apt. No., or PO Box No. **HUMPHREYS FAMILY TRUST**
701 PLATINUM AVE
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 1078

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$ \$0.45
 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **DEONIS & ELIZABETH DANZEK**
1324 SUNSET BLVD SOUTH
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 1122

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$ \$0.45
 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **FAYATH FOR N. AM. SHEEP**
720 ALLEN AVE
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 0922

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$ \$0.45
 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **DEBRA JUE BERTSCH**
2424 SULPAIR CREEK ST
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 1075

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
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OFFICIAL USE

Postage \$ \$0.45
 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **SUNSET PROPERTIES INC**
1601 B.R. ST.
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 0965

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$ \$0.45
 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **DALE & LUCILLE SCHMOLDT**
702 ALLEN AVE
 City, State, ZIP+4[®] **CODY WY 82414**

PS Form 3800, August 2009

7010 3090 0000 0664 0936

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$ \$0.45
 Certified Fee \$2.95
 Return Receipt Fee (Endorsement Required) \$2.35
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$ \$5.75

Sent To
 Street, Apt. No., or PO Box No. **P.M. & STEVE NITOS**
513 HILTOP DR Sg # 7
 City, State, ZIP+4[®] **BILLINGS MT 59105**

PS Form 3800, August 2009

Letter to Neighboring Properties within 300 Feet

Please return this letter by: **8-28-12**

Date: 8/21/12

RE: **VACATION OF PROPERTY REQUEST**

Applicant Name: Gee Properties, LLC

Phone #: 307-587-1985

Address/Location & Legal Description:

7th Street right-of-way, West of 702 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24

Description of Request: We are requesting a vacation of the east 25' (twenty-five feet) of the 50' right-of-way further described as: the east 25' (twenty-five feet) of that portion of the 7th Street right-of-way within the Plat of Brown's Second Addition lying south of Platinum Avenue, except the southernmost 15' (fifteen feet) thereof. Said property more particularly described as follows: Commencing at the Northwest corner of Lot 24, Plat of Brown's Second Addition, recorded in Book "C" of Plats, Page 7, Records of Park County, WY; Thence South 1°04' West 125.5 feet along the west boundary of said lot 24; Thence North 88°41' West 25.0 feet; Thence North 1°04' East 125.5; Thence South 88°41' East 25.0 feet to the Point of Beginning. Furthermore, the entire 25' described would remain a Utility Easement to ensure access to current utilities and preclude any construction of buildings on this property.

A Public Hearing will be held before City Council at their regularly scheduled meeting on Tuesday, Sept 4, 2012 at 7:00 PM at the City Hall Council Chambers, 1338 Rumsey Avenue.

Planning & Zoning will meet at 12:00 noon on 9/11/12 at the same above address on this issue.

Letter from Neighboring Properties within 300 Feet

Dear Board Members:

I am familiar with the proposal by Gee Properties, LLC who is requesting a Vacation of Property for the above referenced property which is located adjacent to D2 General Business, "self-limiting" for the above referenced properties. It is my understanding that the Vacation of Property will allow all uses outline in the City of Cody Zoning Requests, but as limited in this specific proposal.

I am the legal owner of 1601 8th St. Owner's Name: _____
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the VACATION OF PROPERTY Request

Name: SUNSET PROPERTIES, INC T. Jordan, Pres.

Address: 1601 8th St

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the VACATION OF PROPERTY Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody - Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200 - Cody, WY 82414

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I am the legal owner of 720 Allen Ave Owner's Name: Gray Thornton (WSF)
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the VACATION OF PROPERTY Request

Name: WILD SHEEP FOUNDATION (Gray M Thornton)
Address: 720 Allen Ave, Cody, WY 82414
Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the VACATION OF PROPERTY Request

Name: _____
Address: _____
Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

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I am the legal owner of 702 ALLEN AVE Owner's Name: DALE SCHMOLDT
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the VACATION OF PROPERTY Request

Name: DALE SCHMOLDT

Address: 702 ALLEN AVE CODY, WY 82414

Comments": SHOULD IMPROVE TRAFFIC FLOW

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: drschmoldt@aol.com or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the VACATION OF PROPERTY Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

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I am the legal owner of 702 PLATINUM DR Owner's Name: FRED & PEG STROW
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the VACATION OF PROPERTY Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the VACATION OF PROPERTY Request

Name: FRED & PEG STROW

Address: 702 PLATINUM DR

Comments": BY ENLARGING HIS LOT, THE BUILDING CAN BE LARGER

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

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Attention: Planning Department
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(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the VACATION OF PROPERTY Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the VACATION OF PROPERTY Request

Name: RICK BRÖD

Address: 719 PLATINUM DR.

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: Flyman53@msn.com or Phone: 587-9744

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody - Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200 - Cody, WY 82414

Dear City Council members,

I cannot attend the Council meeting on Sept. 4, due to my working nights, but I would like to voice my opinion on a issue that is before you.

Once again Dr. Gee is approaching City Council with a request for his properties at 702 and 708 Platinum Drive.

Dr. Gee claims that 7th Street has been a "dangerous stretch of partially paved road for a long time". I have lived on Platinum Dr. since before that stretch was paved and have never seen an accident there. What Dr. Gee is proposing seems to me would make that area more dangerous, with his patients exiting from the east parking area and his patients parking on the west backing out into traffic. Also, a danger for any emergency vehicles coming from the Lindsey Lane area.

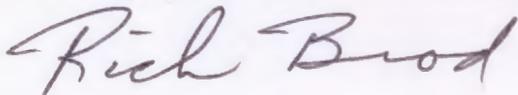
Dr. Gee was granted his zoning request with his plan to build a small clinic. Now he is requesting purchasing 25 foot of city property. Based on his current drawing, the clinic seems to be growing in size. It is my opinion that Dr. Gee be held to his original plan for a small clinic that he was approved for.

Dr. Gee also claims that the neighbor to the west is in complete agreement with this proposal. Why wouldn't he, his home faces Allen Avenue and this proposal really wouldn't affect him regardless.

I hope the City Council does not approve this request and hold Dr. Gee to his original plan for a small clinic.

Thank you for your time,

Proud property owner at 719 Platinum Dr.

A handwritten signature in cursive script that reads "Rick Brod". The signature is written in black ink and is positioned above the printed name.

Rick Brod

Letter to Neighboring Properties within 300 Feet

Please return this letter by: 8-28-12

Date: 8/21/12

RE: **VACATION OF PROPERTY REQUEST**

Applicant Name: Gee Properties, LLC

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(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the VACATION OF PROPERTY Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the VACATION OF PROPERTY Request

Name: S. Todd RUSH JR - PATRICIA K SMITH

Address: 732 PLATINUM BLVD, CODY, WY 82414

Comments": I object to this entire spot zoning proposed project.

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: twotie4@hotmail.com or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody - Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200 - Cody, WY 82414

MEETING DATE: SEPTEMBER 4, 2012
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER
PRESENTED BY: KAREN CARNEY AND ALISON
WINKLER, STUDENT COUNCIL PRESIDENT

AGENDA ITEM SUMMARY REPORT

2012 Homecoming Events—September 14, 2012

ACTION TO BE TAKEN:

The CHS Student Council is requesting approval to conduct their homecoming activities on City property and in City right of way.

SUMMARY OF INFORMATION:

This is an annual request made by the High School Student Council. At the time of the agenda request, they have submitted their WY-DOT permit and have been requested to provide liability insurance for the event.

1. **Homecoming Parade – Friday, September 14, 2012**
 - a. Sheridan Avenue per WDOT description
 - b. Same direction as last year (from east to west)
 - i. Line up area same as last year (have contacted Cody CHS Officer John Harris)
 - c. Site Managers – Rick Stonehouse, Leigh Tuten, Terri Hansen,
2. **Painting the Street / Chalking the Sidewalk**
 - a. Beck Avenue in front of entrance to Football Field
 - b. As per prior years' activity regarding specifics of washable/removable paint.
 - i. If newly chipped street is not "paintable", we will do the sidewalks
 - c. Tuesday, Sept 11, 2012 9pm
 - d. Site Manager – Karen Carney
3. **Celebration – Touchdown "Cracker" Shells**
 - a. 12 gauge pyrotechnic shells – purchased by Officer Harris
 - i. 12 gauge signal flares also available as an option
 - b. Guns supplied by Tony Hult
 - c. Marksmen – US Active Duty Military
 - d. During the football game – at EACH touchdown and end of game celebration!

AGENDA ITEM NO. _____

4. Homecoming Bonfire

- a. Thursday, September 13, 2012 7:30pm
- b. Site Manager – Tony Hult: Student Chair: MacKenzie Boyles
- c. Beck Lake Park

FISCAL IMPACT

Minimal impact

ALTERNATIVES

- 1. Approve the request
- 2. Approve parts of their request
- 3. Deny their request

ATTACHMENTS

- 1. Agenda Request from Karen Carney, CHS Student Council Advisor

AGENDA & SUMMARY REPORT TO:

Alison Winkler, President CHS Student Council

C/o Karen Carney, Advisor

K-carney@park6.k12.wy.us

(307) 587-4251

Steve Payne, Public Works Director

Perry Rockvam, Police Chief

Ryan Selk, Parks Supervisor



TO: *City of Cody*
City Council (Rick Manchester)

August 21, 2012

Request for Agenda Consideration

The CHS Student Council would like to request permission for the following activities related to Homecoming 2012:

1. ***Homecoming Parade - Friday, September 14, 2012***
 - a. *Sheridan Avenue per WDOT description*
 - b. *Same direction as last year (from east to west)*
 - i. *Line up area same as last year (have contacted Cody CHS Officer John Harris)*
 - c. *Site Managers - Rick Stonehouse, Leigh Tuten, Terri Hansen,*
2. ***Painting the Street / Chalking the Sidewalk***
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 - b. *As per prior years' activity regarding specifics of washable/removable paint.*
 - i. *If newly chipped street is not "paintable", we will do the sidewalks*
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 - i. *12 gauge signal flares also available as an option*
 - b. *Guns supplied by Tony Hult*
 - c. *Marksmen - US Active Duty Military*
 - d. *During the football game - at EACH touchdown and end of game celebration!*
4. ***Homecoming Bonfire***
 - a. *Thursday, September 13, 2012 7:30pm*

b. Site Manager - Tony Hult: Student Chair: MacKenzie Boyles

c. Beck Lake Park

d. See data sheet attached

CHS Student Council President Alison Winkler will come to the 9/4/2012 Council Meeting and speak on behalf of the Student Council in regard to these requests.

Thank you -

CHS Student Council

Karen Carney, Advisor

Alison Winkler, President

k-carney@park6.k12.wy.us

DRAFT

2012 Homecoming Bonfire
Thursday, Sept 13, 2012

DONE

Locations: Beck Lake Park

Requirements: Insurance Krubeck at School 6 Bs Office
Permission CHS Admin
City of Cody - bonfire
Chief of Police
Fire Chief
City Parks & Rec.
-Rick Manchester 527-3485

Supplies: Pallets - wood Mobile Sleeper Co
Walmart
Cody Recycling

Fire Crew Light, monitor and put out
Fire Chief

Possible: Center of "C"
Sparklers?

Process: Karen Carney, Student Council Advisor
Alison Winkler, Student Body President
John Harris, Campus Resource Office
MacKenzie Boyles Committee Chair

Logistics:

Check with Fireman for "GO"

Student Parking:	Limited -	Must carpool - park at CHS and come in groups of 3+
Group Parking:	Beck Lake far east -	Staff, Faculty, StuCo Admin, Parents
	Beck Lake west through to shop area	Carpool vehicles inside from fire area to shop.
Entry Beck Lake Park:	Will be Open 30 minutes in advance of event (Normally closes at 7pm)	NEED: Police at gate
Parking Locations:	Barricades: Firesafe Distance Lakeside: No Parking Flashlights required: Students and Staff	
Restrooms:	At East end of road No access to Lion's Park	
Agenda:	Pep Rally	<u>CHS Cheerleaders</u>
	Competitions:	Class Cheers
Site Manager Tony Hult	Prizes:	<i>Blue and Gold Spirit Items</i>
Chaperons (8)	Set Up:	-Move barricades to block entry to Lion's Park. -Have chaperons direct cars for parking at far east side of road (band, chaperons, StuCo kids, until lot is full) - Flatbed for band - Felts? -City bill bring trash cont.
Brandon Jensen Jeremiah Johnston	Activities:	PEP ASSEMBLY
Student WHSAA ID CARDS FOR ENTRY TO BONFIRE AREA.		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-630-773-3800 Arthur J. Gallagher Risk Management Services, Inc. PNP Division Two Pierce Place Itasca, IL 60143	CONTACT NAME: Beth Kawell PHONE (A/C. No. Ext): 630-285-3714 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: School Risk Retention Program (SRRP)	FAX (A/C. No): NAIC #
INSURED Park County School District #6 919 Cody Avenue Cody, WY 82414	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 28782085

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$ 100,000 Pool SIR <input checked="" type="checkbox"/> Agg applies - District GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			LIAB2012	07/01/12	07/01/13	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ Unlimited
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			LIAB2012	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SRRP Reinsurer - Selective Insurance Company of America (NAIC # 12572)

Evidence of Insurance coverage for use of facilities for Homecoming events during the 2012/2013 term.

CERTIFICATE HOLDER**CANCELLATION**

City of Cody PO Box 2200 Cody, WY 82414 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2010/05)
BETKAW
28782085

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/23/2012

NAME OF INSURED: Park County School District #6

Additional Description of Operations/Remarks from Page 1:

Additional Information:

If Additional Insured Status Provided herein, Coverage afforded by item 9 under Liability Coverage agreement.

MEETING DATE:	SEPT. 4, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT **An Amended Final Plat of the Blackburn P.U.D.**

ACTION:

Approve the Amended Final Plat of the Blackburn P.U.D.

BACKGROUND:

It was recently discovered that the exterior boundary of the final plat of the Blackburn PUD was incorrect due to inclusion of some previously dedicated right-of-way, which affected the legal description for the plat and the boundaries of Lot 1. In addition, the power line that crossed the property in a north-south direction has been removed and relocated to the property immediately east of the subdivision. A final plat with these changes has been submitted for City approval.

The subdivision ordinance is silent on the procedure for amending or correcting a final plat. However, since the Planning and Zoning Board and City Council took action on the original final plat, staff deems it prudent that they also authorize the amended final plat. The P&Z Board recommended approval of the final plat at their August 28, 2012 meeting.

FINAL PLAT REVIEW

No changes to the construction requirements for the PUD subdivision are proposed or needed—only changes to the final plat document. Changes include removal of a 60 ft. by 60 ft. area at the southeast corner of the plat, which includes a 10 ft. by 60 ft. portion of Lot 1, correction of the legal description, and removal of a power line easement.

At the time of the Planning and Zoning Board review, there were four conditions of approval that were to be addressed before it would be considered by the Council. Those conditions are as follows:

1. *Addition of a note about the private sewer system.*
2. *The surveyor adding line work and labels appropriately describing the remaining power line.*
3. *A note describing the removal and relinquishment of the north-south oriented power line and easement.*
4. *Correction of the “typos” in notes 12 and 13.*

Condition 1 is met by the addition of what is now Note 12. Conditions 2 is addressed by proposed note 17, which is likely adequate in itself without the power line being physically shown on the map. (The City Attorney may wish to comment on this.) Conditions 3 and 4 are now met.

FYI, much of the subdivision is physically completed, with only a short “punch list” of remaining items (see attached letter). The remaining items are required to be completed before building permits can be issued.

AGENDA ITEM NO. _____

ATTACHMENTS:

Amended Final Plat of Blackburn P.U.D.

ALTERNATIVES:

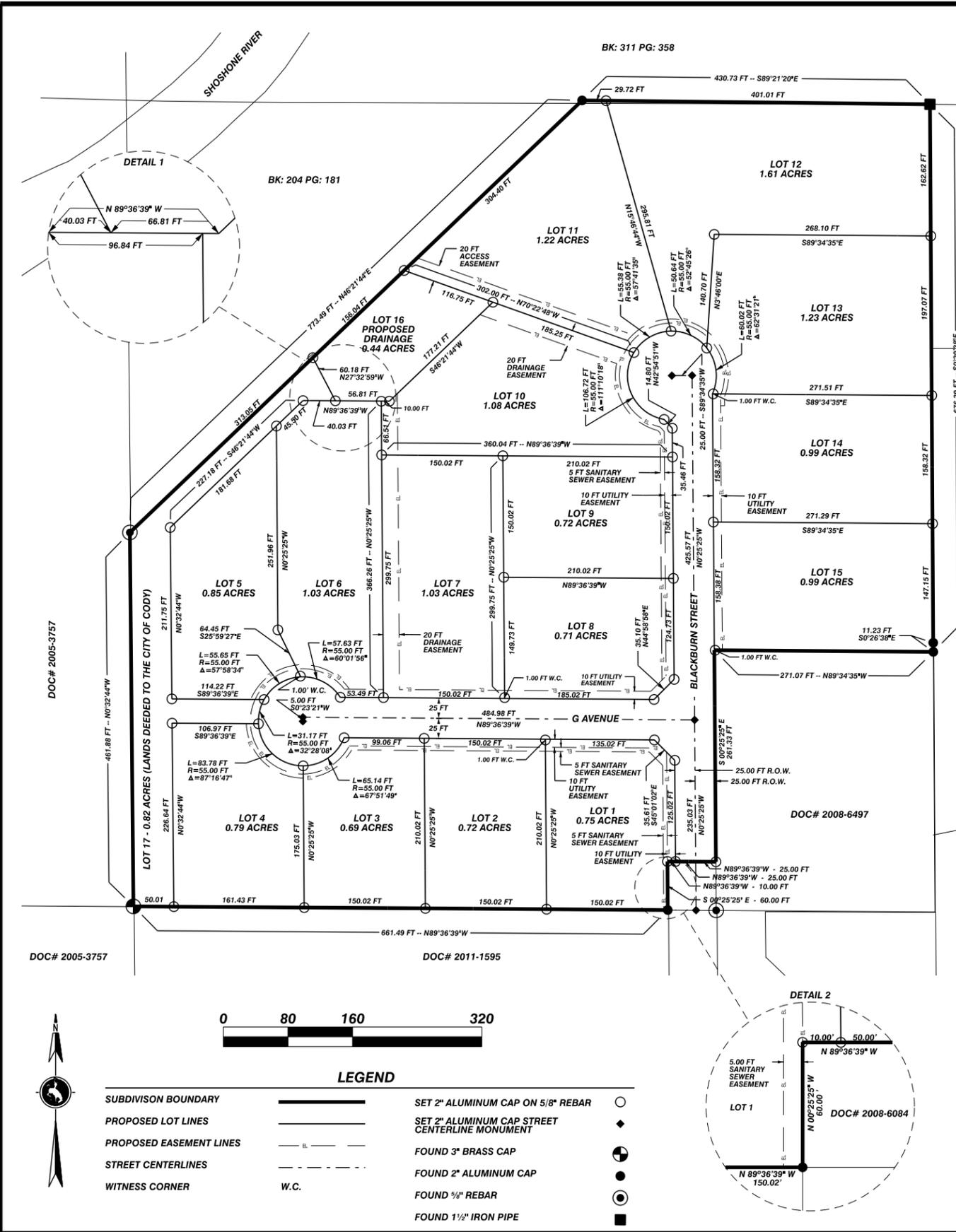
Approve the amended final plat as submitted, or subject to the power line being shown across Lots 11 and 12.

ATTACHMENT

Amended Final Plat of Blackburn P.U.D. (8.29.2012 version)

AGENDA & SUMMARY REPORT TO:

Ed Higbie



BK: 379
PG: 421

BK: 378 PG: 374

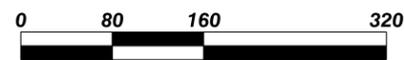
DOC# 2000-869

DOC# 2008-6497

DOC# 2005-3757

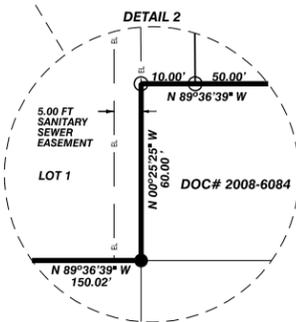
DOC# 2005-3757

DOC# 2011-1595



LEGEND

SUBDIVISION BOUNDARY	—	SET 2" ALUMINUM CAP ON 5/8" REBAR	○
PROPOSED LOT LINES	—	SET 2" ALUMINUM CAP STREET CENTERLINE MONUMENT	◆
PROPOSED EASEMENT LINES	- - -	FOUND 3" BRASS CAP	●
STREET CENTERLINES	- - -	FOUND 2" ALUMINUM CAP	●
WITNESS CORNER	W.C.	FOUND 5/8" REBAR	●
		FOUND 1 1/2" IRON PIPE	■



CERTIFICATE OF DEDICATION

STATE OF WYOMING)
COUNTY OF PARK) SS

Know all persons by these presents: That the foregoing subdivision of a parcel of land located within Lot 15 of Fair Acres West Subdivision, within Tract 40, Resurvey Township 53 North, Range 101 West, 6th P.M., Cody, Wyoming, according to the records of the County Clerk and Recorder of Park County, State of Wyoming, said parcel being more particularly described as follows:

Beginning at an existing brass cap located at the southwest corner of said Lot 15; thence N 09°32'44" W for a distance of 461.83 feet to an existing 3/4" rebar; thence N 48°21'44" E for a distance of 773.49 feet; thence S 89°21'20" E for a distance of 430.73 feet to the northeast corner; thence S 00°20'38" E for a distance of 676.39 feet; thence N 89°34'35" W for a distance of 271.07 feet; thence S 00°25'25" E for a distance of 261.33 feet; thence N 89°36'39" W for a distance of 60.00 feet; thence S 00°25'25" E for a distance of 60.00 feet; thence N 89°36'39" W for a distance of 661.49 feet to the POINT OF BEGINNING.

as appears on this plat, is with the free consent, and in accordance with the desires of the undersigned owners and proprietors.

We the undersigned, all heirs and/or assigns are proponents for participating in the subdivision of the above described property; and by these presents do hereby dedicate and set apart the easements and common area, with the purpose so noted hereon for the use by the members of the Blackburn P.U.D. Lot Owners Association.

We, the undersigned, all heirs and/or assigns are proponents for participating in the subdivision of the above described property; and by these presents do hereby dedicate and set apart Blackburn Street and G Avenue as private access and utility easements and a city utility easement in perpetuity for the use of the members of the Blackburn P.U.D. Lot Owners Association. The streets shall be considered private streets with an easement granted to the City of Cody for the maintenance and operation of city facilities.

Edwin Higbie _____

Carol Higbie _____

The foregoing certificate was acknowledged before me by Edwin Higbie and Carol Higbie on this ___ day of _____, 2012. Witness my hand and official seal.

Notary Public _____

My commission Expires _____

APPROVALS

STATE OF WYOMING)
COUNTY OF PARK) SS

City Planning and Zoning Board
Recommended for approval this ___ day of _____, 2012
by the City Planning and Zoning Board of Cody, Wyoming.

By Chairman _____

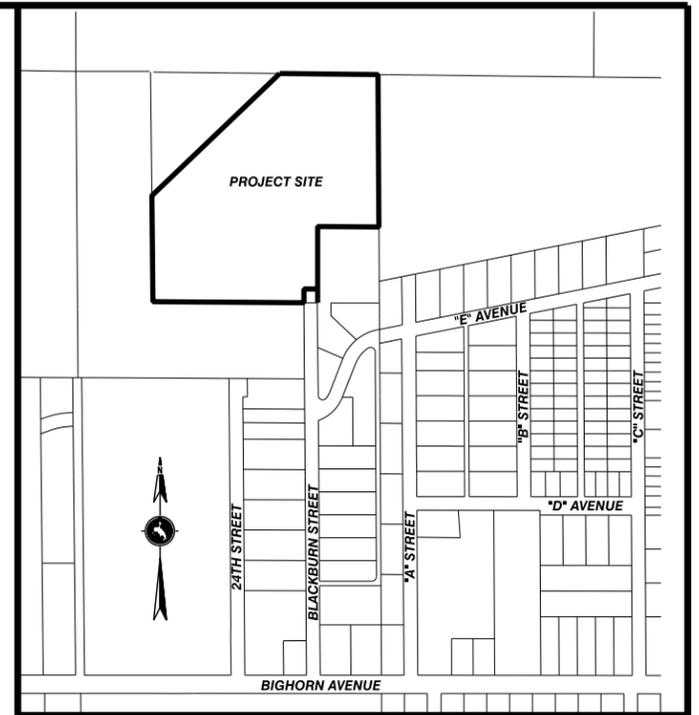
Approved this ___ day of _____, 2012 by the City Council of Cody, Wyoming.

By Mayor _____

Attested by Administrative Services Officer _____

NOTES

- Bearing base for this survey is Geodetic NAD83, Wyoming State Plane Coordinate System, Wyoming West Central Zone.
- Bench Mark = Brass Cap at Southwest Corner of Subdivision and Center of West Rocky Road. Elevation = 4916.08 feet (City of Cody Datum)
- All lots to be light industrial/commercial
- Adjacent Zoning is D-3 and no zone.
- Corners to be set after construction is complete.
- Reference Utility, Site, Landscape, Drainage and contract documents for additional information
- All Survey work was completed to an accuracy of 1:15,000.
- A Right to Drain is hereby granted to the City of Cody for the purpose of disposal of storm water from the streets in the percolation areas located in Lot 16. Percolation area shall be operated and maintained by the Blackburn P.U.D. Lot Owners Association.
- Drainage plan to be addressed on the site plan application process for the individual lots.
- All commercial development shall go through the Planning & Zoning Review process and must provide to the City of Cody a drainage, irrigation, landscape, and off-street parking plans.
- No structures or fences shall be placed within a utility or drainage easement as per city ordinance.
- Sanitary sewer service for all lots in the subdivision is provided by a pressurized sewer system designed to pump effluent up to the manhole at Blackburn Street and "E" Avenue. An appropriately sized and designed grinder pump system is necessary for each lot to have sewer service. The City of Cody has no responsibility for maintenance of the private sewer system. The sanitary sewer system is to be operated and maintained by the Blackburn P.U.D. Lot Owners Association.
- Sanitary sewer easement is in favor of the lot owners.
- Sanitation containers will be required to be placed on the streets and placed on the east side of Blackburn Street and on the north side of G Avenue
- No on street parking.
- The power easement shown on the original plat in favor of Rocky Mountain Power has been removed from this plat. The power line was relocated and per the note has been vacated.
- There is an existing overhead power line along the north side of Lot 11 & 12. This line is operated by Rocky Mountain Power. No easement of record has been found by this Surveyor.



VICINITY MAP

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF PARK) SS

I, Paul R. Campbell of Cody, Wyoming hereby certify that this map is based upon field and record data and that it is an Amended Final Plat of the Blackburn P.U.D. located in Lot 15 of Fair Acres West Subdivision, within Tract 40, Resurvey T.53N., R.101W., 6th P.M., City of Cody, Park County, Wyoming.

Paul R. Campbell
Wyoming Registration 2571 L.S.

COUNTY CLERK'S CERTIFICATE

This Plat was filed for the public record in the office of the Clerk, Park County, Wyoming, at _____ O'Clock ___M on the ___ Day of _____, 2012, and is duly recorded in Book _____, Page Number _____.

Park County Clerk
By: _____

AUGUST, 2012

AMENDED FINAL PLAT
OF
BLACKBURN P.U.D.
within
Lot 15 of Fair Acres West Subdivision
within Tract 40, Resurvey T.53N., R.101W.,
6th P.M. City of Cody, Park County, Wyoming

DEVELOPER
ED HIGBIE
1143 SHERIDAN AVENUE
CODY, WY 82414

ENGINEER/SURVEYOR
SAGE CIVIL ENGINEERING
2824 BIGHORN AVE.
CODY, WY 82414

MEETING DATE: SEPTEMBER 4, 2012

DEPARTMENT: CODY POLICE DEPARTMENT

PREPARED BY: PERRY ROCKVAM, CHIEF

PRESENTED BY: PERRY ROCKVAM, CHIEF

AGENDA ITEM SUMMARY REPORT

Requesting Authorization for Purchase of ICOP Server

ACTION TO BE TAKEN:

Requesting authorization from Cody City Council to purchase a new ICOP In-Car-Video server using Direct Distribution funds for the Cody Police Department.

SUMMARY OF INFORMATION:

The Cody Police Department has been using our current ICOP In-Car-Video server for approximately four (4) years and, for the most part, it has been a reliable system that has served the department well.

Recently, we have been having issues with the server that have led both Toby Startin, City of Cody Information Technologist, and ICOP tech support to become very concerned with the reliability of the hardware in the machine. Specifically, both the “motherboard” and the RAID (Redundant Array of Independent Disks) controller (the board in the machine that controls the hard drive space that holds all the video data) have been acting very concerning as of late. For example, the RAID controller will spontaneously turn itself off and not return, in some cases, through several power cycles, before it will start to work again. On the “motherboard”, BOTH of the embedded ethernet ports have completely failed at this point – so we are using the third, separate network card on the machine now to support the backup process. With these issues we can assume that the machine itself is definitely experiencing hardware problems that really call its reliability into question. We currently have installed an extra backup mechanism just in case things fail before we can replace the machine.

The In-Car-Video system has become a vital tool for our patrol division. Within the last eleven (11) months, we have seen its value even more due to two (2) separate shooting incidents involving officers which were both captured by the In-Car-Video system.

The In-Car-Video system is also a great tool when investigating officer complaints and protects officers from bogus complaints of misconduct and procedural violations. When reviewing complaints or conducting internal investigations, the In-Car-Video is one of the first pieces of evidence reviewed. It is also heavily relied upon by prosecutors as evidence in DUI arrests, traffic stops, etc.

If we take the risk of continuing to use our server until it fails and then replace it at that time, we do not have the capability of storing or retrieving any video while waiting for a new server. The hard drives used to store

AGENDA ITEM NO. _____

video in the patrol vehicles have limited storage capabilities. If the server fails the officers will be unable to download their video, their hard drives will quickly fill up, and they will not have the capability or recording new events.

FISCAL IMPACT

The initial plan was to replace and upgrade the server in the 2013-2014 budget process. However, with the recent issues, I feel that the server should be replaced as soon as possible.

The quote received for a new server, which includes shipping, is \$8,135.50 (refer to attachment #1). As per the City Administrator's recommendation, I am requesting that funds from the Direct Distribution line item (38-650-5554) be used in purchasing a new server.

ALTERNATIVES

The alternative would be to continue using our current server until it completely fails.

ATTACHMENTS

1. ICOP Server Quote; dated 7/6/12

AGENDA & SUMMARY REPORT TO:

N/A

RESOLUTION 2012-23

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2012-2013 was duly adopted by the City of Cody with Ordinance No 2012-13 on June 19, 2012 in accordance with the State of Wyoming Statutes; and

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

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

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

BUDGET AMENDMENTS:

Authorized Revenue(s):

Dept	Project	Purpose	Amount
Total Revenue Amendments			

Authorized Appropriation(s):

Dept	Account	Purpose	Amount
Police	Computer Equipment & Software	ICOP In Car Video Camera Server	\$8,135.50
Total Expenditure Amendments			\$8,135.50

PASSED, APPROVED AND ADOPTED THE 4th day of September 2012

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer



6100 W Sam Houston Parkway North , Houston, TX 77041
 (713) 896-6600 phone | (713) 896-6640 fax
 www.ICOP.com

Prepared by:
 Date prepared:
QUOTE VALID UNTIL 08/05/2012

Agency:

ADDRESS1
 ADDRESS2
 CITY/STATE
 ZIP
 PRIMARY CONTACT
 PRIMARY EMAIL ¹
 PHONE
 Email Opt-Out

ADDRESS
 CITY / STATE
 ZIP
 CONTACT
 PHONE
 MANUFACTURER'S REP

BILL & SHIP		CUSTOMER	
Cody Police		1402 Riverview Dr	
Cody, WY		82414	
Toby Startin		tobys@cityofcody.com	
[SELECT]		CUSTOMER	
NONE		NONE	

Quantity	Product	Part Number	MSRP	Price	Total
ICOP Model 20/20-W & ICOP 20/20 VISION DVR Systems					

ICOP Video Management Software

Servers, Storage Solutions & Accessories

1	Dell T620/6 2TB Drives-Tower	Special order	\$ 7,980.84	\$ 7,980.84	\$ 7,980.84
---	------------------------------	---------------	-------------	-------------	-------------

ICOP Drobo Video Storage Solutions - Makes DVD Storage Archives Obsolete!

DVR Accessories (ICOP Model 20/20-W & VISION)

Wireless Accessory Components

Mics & Accessories

ICOP LIVE

Installation, Training & Services

Extended Warranties

NOTES:

SUB-TOTAL	\$ 7,980.84
SHIPPING²	\$ 82.83
INSURANCE	\$ 71.83
ESTIMATED TAX³	EXEMPT
TOTAL	\$ 8,135.50

Tax EXEMPT

¹ Providing your email allows ICOP to contact you about product notifications, updates and marketing communications. Check 'Opt-out' if you do not wish to receive these communications

² Delivery is FOB shipping point. Payment due within 30 days after shipment.

³ Tax is estimated. If customer is tax exempt, tax will be removed upon providing tax exempt certificate. All purchases are subject to sales tax unless proof of exemption is provided.

⁴ Credit to be given when trade-in systems have been returned and inspected.

⁵ Check the serial number to determine new vs. old J-Box. The serial number of a 'new' J-Box will end with a 'V'.

NOTE: Customer shall call ICOP Customer Service to obtain a RMA number for product returns. Items must be unused and returned in original packaging. All returns subject to 15% restocking fee. No credit will be given for product that has been used.

