

## City Council Special Meeting Agenda

**Date:** 9/22/2020  
**Time:** 5:00 p.m.  
**Location:** City Hall Council Chambers

- ❑ Mayor Matt Hall
- ❑ Justin Baily
- ❑ Diane Ballard
- ❑ Jerry Fritz
- ❑ Landon Greer
- ❑ Glenn Nielson
- ❑ Heidi Rasmussen
- ❑ City Administrator, Barry Cook
- ❑ Administrative Services Officer, Cindy Baker
- ❑ City Attorney, Scott Kolpitcke

❑ **5:00 – 5:10 - Action Item:**

- ❑ Authorize the Mayor to sign the Corona Virus Relief Grant Program reimbursement agreement between the City of Cody and the State of Wyoming Loan and Investment Board.
  - ❑ Staff Reference: Leslie Brumage, Finance Officer

❑ 5:10 – 5:25 – Easement Discussion

- ❑ Staff Reference: Todd Stowell, City Planner

❑ 5:25 – 5:45 – Review Draft Mobile Vendor Ordinance 2020-14

- ❑ Staff Reference: Scott Kolpitcke, City Attorney and/or Barry Cook, City Administrator

❑ 5:45 – 5:55 – Information Item – Update - Water Line Breaks on Airport Property

- ❑ Staff Reference: Phillip Bowman, Public Works Director

❑ 5:55 – 6:15 – Sanitation Truck Bid – Discuss options for future review

- ❑ Staff Reference: Phillip Bowman, Public Works Director

**AGENDA ITEM SUMMARY REPORT**  
**Corona Virus Relief Grant Program Reimbursement Agreement**

**ACTION TO BE TAKEN:**

Authorize the Mayor to sign the Corona Virus Relief Grant Program reimbursement agreement between the City of Cody and the State of Wyoming State Loan and Investment Board.

**SUMMARY OF INFORMATION:**

In September 2020, City Council authorized the submission of an application for the Corona Virus Relief Grant Program through the State of Wyoming. The City identified four reimbursement categories including payroll expenses, technology expenses, sanitizing equipment, and sanitizing, cleaning and personal protective equipment supplies for a total of \$2,600,546.

Based on the State's allocation method, the City is eligible for \$1,662,780 and was awarded that amount under the grant. The award includes \$492,609 for PPE, sanitizing equipment, and technology, and \$1,170,171 in payroll expenses.

**FISCAL IMPACT**

The grant will reimburse the City for eligible expenses up to the award amount of \$1,662,780 that were approved in the application submitted to SLIB.

**ATTACHMENTS**

1. Reimbursement Agreement

**AGENDA ITEM NO. \_\_\_\_\_**

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Reimbursement Agreement**

1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Cody (Grantee), whose address is: PO Box 2200, Cody, WY 82414
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI shall disburse federal funds (Relief Funds) pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and 2020 Spec. Session 1, SEA No. 001, Section 2(b)(ii), (iii) and (x). OSLI is disbursing Relief Funds to reimburse expenditures approved by the State Loan and Investment Board (SLIB) and the Attorney General’s Office pursuant to Chapter 39 of the SLIB’s rules.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State for the distribution of Cares Funds.
4. **Payment.**
  - A. OSLI shall disburse Relief Funds to the Grantee to reimburse expenditures approved by the SLIB and the Attorney General’s Office. Total reimbursements under this Agreement shall not exceed One Million Six Hundred Sixty Two Thousand Seven Hundred Eighty and 00/100 USD (\$1,662,780). Disbursements from OSLI shall be made in within thirty (30) days after submission of an invoice.
  - B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, State rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Relief Funds.
5. **Responsibilities of Grantee.** The Grantee agrees:
  - A. The Grantee shall request reimbursement only for expenses described in the application attached to and incorporated into this Agreement as Attachment A, and approved by the SLIB and the Attorney General’s Office.
  - B. The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and owing and have

been incurred for expenses that are eligible pursuant to this Agreement, SLIB rules, and all relevant federal and State laws. Relief Funds shall not be spent for any other purpose or project.

- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Relief Funds are spent in accordance with this Agreement, SLIB rules, and all State and federal laws.
- D. If OSLI or the Inspector General for the U.S. Department of the Treasury determines that any of the Relief Funds were not utilized for an eligible expense under the CARES Act, the Grantee shall repay such funds immediately to the SLIB. In the event the Grantee does not repay the grant funds, the obligation shall be booked as a debt of the Grantee owed to the State of Wyoming. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use of the Relief Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OSLI within a reasonable time.
- E. OSLI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- F. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001 and all applicable state procurement laws.
- G. The Grantee understands that the Legislature approved the distribution of Relief Funds for the purpose of “combating COVID-19 in Wyoming[.]” 2020 Spec. Session 1, SEA No. 001, Section 1(b)(i). The Grantee agrees that it will not remove any equipment or other items purchased pursuant to this Agreement from the State of Wyoming. This provision shall survive the expiration of the term of this agreement identified in Section 3.

6. **Responsibilities of the Office.** OSLI agrees:

- A. To disburse Relief Funds only as needed to discharge expenses incurred by the Grantee before December 15, 2020 and approved by the SLIB and Attorney General’s Office.

7. **Special Provisions.**

- A. **Payroll Expenditures.** For all expenditures for payroll, the following terms shall apply:

- i. The Grantee shall designate either the presumption method or the pro rata method of calculating payroll expenditures. The Grantee shall use the same method for all employees and all requests for reimbursement.
  - ii. If the Grantee opts for the presumption method of calculating payroll, the Grantee shall provide to OSLI with its request for reimbursement:
    - a. A description of how the Grantee determined these employees spent more than 51% of their time “substantially dedicated to mitigating or responding to the COVID-19 public health emergency,” including a brief explanation of what duties/services the employees performed that were substantially dedicated to mitigating or responding to the public health emergency;
    - b. A certification that all requested payroll is for employees who spent 51% or more of their time substantially dedicated to responding to or mitigating the public health emergency; and
    - c. The supporting documentation for all payroll expenditures.
  - iii. If the Grantee opts for the pro rata method of calculating payroll, the Grantee shall provide to OSLI with its request for reimbursement:
    - a. A description of how the Grantee determined the amount of time the employee spent “substantially dedicated to mitigating or responding to the COVID-19 public health emergency”;
    - b. For broad categories of employees, an explanation of what duties/services the employees performed that were substantially dedicated to mitigating or responding to the public health emergency;
    - c. For pre-existing employees, a description of how those duties are substantially different than previous duties; and
    - d. The supporting documentation for all payroll expenditures.
  - iv. OSLI shall only disburse funds in compliance with the SLIB’s requirements on payroll expenditures.
- B. Construction Expenditures.** For all expenditures related to construction projects detailed in Attachment A, the following terms shall apply:
- i. Per the contingent approval by the SLIB, the Grantee shall require the

general contractor or each subcontractor for this Project to sign a bid containing a Completion Date Guarantee, attached to and incorporated into this Agreement as Attachment B. If the Grantee is unable to secure a bid with the Completion Date Guarantee, OSLI shall not disburse any funds related to construction projects.

- ii.** The Grantee shall include in the general contractor's contract either (1) the language of the Completion Date Guarantee, or (2) a provision requiring the general contractor to include the language of the Completion Date Guarantee in every subcontractor's contract. If the Grantee is unable to secure a contract satisfying this provision, OSLI shall not disburse any funds related to construction projects.
- iii.** As conditions for disbursing funds to the Grantee, the Grantee agrees:
  - a.** To make arrangements for appropriate professional supervision and management of the Project.
  - b.** To provide to the OSLI all project plans and specifications.
  - c.** To establish payment schedules providing that all work shall be completed prior to December 15, 2020.
  - d.** That OSLI is not responsible or liable for compliance with construction schedules or completion dates.
  - e.** That the Grantee shall be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
  - f.** That OSLI is not responsible for construction supervision or management.
  - g.** To provide the OSLI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OSLI.
  - h.** That in no event shall OSLI, SLIB, or the State of Wyoming be responsible for any project costs incurred after December 15, 2020.
- iv.** Prior to ordering a change to the project, the Grantee shall submit proposed changes to OSLI for review. OSLI shall have a minimum of five (5) business days to review the proposed change. Upon written approval of the OSLI, the Grantee shall execute an amendment or change order to affected

agreements. If the Grantee executes an amendment or change order without OSLI approval, OSLI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with SLIB rules and all relevant federal and State laws. If the change does not comply with SLIB rules and all relevant federal and State laws, OSLI shall not disburse any funds for expenses related to the change.

**8. General Provisions.**

- A. Administration of Federal Funds.** The Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; the CARES Act; any additional requirements set forth by the federal funding agency; and all applicable regulations published in the Code of Federal Regulations.
- B. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- C. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- D. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OSLI.
- E. Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury, OSLI, and their representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- F. Availability of Funds.** Each disbursement obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, this Agreement may be terminated at the end of the period for which funds are available. OSLI shall notify the Grantee at the earliest possible time if this Agreement will or may be affected by a funding shortage. No penalty shall accrue to OSLI in the event this provision is exercised, and OSLI shall

not be obligated or liable for any future payments as a result of termination under this section.

- G. Compliance with Laws.** The Grantee understands that it may be subject to other audits or federal requirements in addition to those identified in this Agreement. The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of nine (9) pages, Attachment A, consisting of sixteen (16) pages, and Attachment B, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Federal Audit Requirements.** The Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Grantee shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- J. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God 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.
- K. Indemnification.**
- (i) If the Grantee is a private entity, the following provision applies: The Grantee shall release, indemnify, and hold harmless the State, the OSLI, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the Grantee's failure to perform any of their duties and obligations hereunder or in connection with the negligent performance of the Grantee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the Grantee's negligence or other tortious conduct.

- (ii) If the Grantee is a governmental or tribal entity, the following provision applies: Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
  
- L. **Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
  
- M. **Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
  
- N. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
  
- O. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
  
- P. **Sovereign Immunity and Limitations.**
  - (i) If the Grantee is a private entity, the following provision applies: Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, OSLI, and SLIB expressly reserve sovereign immunity by entering into this Agreement specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law,

enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- (ii) If the Grantee is a tribal or governmental entity, the following provision applies: The State of Wyoming, OSLI, and SLIB do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- Q. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- R. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- S. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- T. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- U. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

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

**STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Jenifer Scoggin, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
City of Cody

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Patrick Miller, Assistant Attorney General

\_\_\_\_\_  
Date

## ATTACHMENT A - Tab 3 Narrative Question 2

The funding requested by the City of Cody falls under the allowable costs in the Corona Virus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020. The City of Cody is requesting funds for reimbursement and funding of expenses necessary for COVID-19 response efforts in the following categories:

**Payroll Expenses**

1. The guidance says that funding may support a "broad range of uses" including payroll expenses for several classes of employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  - a. Facility maintenance at public facilities - in order to keep staff and the public safe, a strict routine of cleaning and sanitizing public and work areas was established that is over and above the normal janitorial duties of the staff. At City Hall, public and work area surfaces and equipment are wiped down and sanitized hourly as well as in between in-person customer interactions during business hours. While City Hall was closed to the public, public and work areas were sanitized three times per day and the carpets were steam cleaned and sanitized before re-opening to the public. The additional cleaning and sanitizing will continue until the health orders are lifted. In order to re-open the recreation center the City had to comply with various health orders issued by the Park County Health Inspector/Public Nurse. Additional staff hours at the recreation center necessary to comply with these orders which include:
    - Each staff member has a health check daily before starting work.
    - When our patrons check into the facility, we are required to track what time they arrived, what time they left and what parts of the building they entered.
    - Patrons are given a bottle of sanitizer and a clean wiping cloth. They are instructed to wipe off anything they used before and after use.
    - In our fitness areas, we have 71 different pieces of equipment not including free weights that must be sanitized after each use.
    - In our gyms, we are required to sanitize every basketball, volleyball or football after each use.
    - In the Aquatics area, we had to assign lanes for anyone who wanted to swim. We are required to sanitize any area the patron came into contact with after they had used it. This included chairs, hand rails, and door handles.
    - Maintenance is required to clean and sanitize all bathrooms, benches, railings, door handles, and crash bars every 3 hours.
    - Maintenance is required to close and clean the locker rooms 3 times a day.
    - Maintenance is required to clean and sanitize every locker after each use.
    - Our kids' programs had to hire additional staff to sanitize any toy or supply that was touched by a child.

The City of Cody is requesting \$77,176 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

- b. COVID response meetings – The City of Cody leadership team established a regular weekly schedule of COVID response meetings to discuss the current health orders, legal advice on complying with orders and laws related to COVID, staff and public safety response planning, and emergency operations planning. Meeting attendees include the City Administrator, Administrative Services Officer, Parks Facilities and Recreation Director, Finance Officer, Chief of Police, City Attorney, City Planner, and Public Works Director. These additional meetings are necessary to ensure the City's proper response to the

## ATTACHMENT A - Tab 3 Narrative Question 2

pandemic. City of Cody is requesting \$39,465 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

- c. Human Resources Response – the City’s Administrative Services Officer was placed in charge of monitoring the Governor’s press conferences, disseminating health orders, preparing news releases, tracking employee COVID-related issues, and communicating with employees regarding the City’s COVID response. The City of Cody is requesting \$5,000 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
  - d. COVID-19 Incident Management Team meetings – the City of Cody’s Police Chief participates in the weekly Park County incident management team meetings to discuss the status of the pandemic, health orders, contact tracing, and pandemic response. City of Cody is requesting \$4,177 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
2. The guidance says that fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, a reimbursing employer) related to the COVID-19 public health emergency.
    - a. The Paul Stock Aquatic and Recreation Center was shut down between March 16, 2020 and May 5, 2020 due to the public health orders. Due to the closure, several recreation staff members were not able to work and received unemployment compensation. The City of Cody is a reimbursable employer and must reimburse 100% of regular and extended benefits paid to former employees. The City of Cody is requesting \$5,041 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
  3. The guidance says that expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses. Further, the guidance says if the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.
    - a. On March 16, 2020, prior to the enactment of the Families First Coronavirus Response Act the City of Cody Council determined that the authorization of administrative leave hours (120 hours for full time staff and 84 hours for part time staff) was an administrative necessity for COVID-19 response measures. Employees could use this time to attend to childcare needs due to school and/or daycare closures, attend to health issues and illnesses for themselves and/or immediate family members, self-isolation due to potential exposure or having an at-risk condition, and allow employees to combine working from home with a reduced schedule. There are 110 eligible employees and the City of Cody is requesting \$399,272 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
  4. The guidance says if the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.
    - a. The Families First Coronavirus Response Act requires certain employers to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. The

## ATTACHMENT A - Tab 3 Narrative Question 2

Department of Labor's (Department) Wage and Hour Division (WHD) administers and enforces the new law's paid leave requirements. These provisions will apply from the effective date through December 31, 2020. There are 110 eligible employees and the City of Cody is requesting \$39,600 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020. Generally, the Act provides that employees of covered employers are eligible for:

- *Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
  - *Two weeks (up to 80 hours) of paid sick leave at two-thirds the employee's regular rate of pay* because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor; and
  - *Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay* where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.
  - Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:
    - is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
    - has been advised by a health care provider to self-quarantine related to COVID-19;
    - is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
    - is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
    - is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
    - is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.
5. The guidance says the use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Further, the guidance says that as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020.

ATTACHMENT A - Tab 3 Narrative Question 2

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- a. Since the onset of the pandemic the City of Cody police officers have been deemed essential personnel by the City Council dedicated to the COVID-19 response measures for the purpose of public safety. There are 22 eligible officers and the City of Cody is requesting \$1,118,206 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
6. The guidance states the Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.
    - a. On August 8, 2020 President Trump issued an executive order calling for the temporary deferral of the employee's share of payroll tax for workers who make no more than \$4,000 per biweekly pay period. This is a tax deferral only and forgiveness of the tax is not guaranteed. Furthermore, if the executive order is found to lack legal authority, the IRS could assess a Trust Fund Recovery Penalty for failure to withhold. The potential legal challenge with the type of payroll tax holiday in the executive order is that it pertains to the withholding obligation of an employer, and therefore does not directly apply to the amounts remitted to employees. If an employer passes the "savings" from not withholding the employee's share of payroll taxes to its employees, it will not be possible to subsequently withhold the tax on those wages. The City of Cody is requesting \$120,000 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

**Technology**

1. The guidance states that eligible expenses include costs to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - a. Laptop computers – in order to improve telework capabilities for City staff it is necessary to provide the appropriate equipment for the staff to continue providing essential services to the community. By providing a way for key staff to work remotely the City encourages social distancing while maintaining essential services to the public. We have identified 24 essential positions that need telework capabilities. In order for these staff to fulfil their duties remotely laptop computers and software are needed. Remote functions include but are not limited to: processing payroll and accounts payable, generating utility bills, responding to customer emails and phone calls, processing electronic customer payments, etc. The City of Cody is requesting \$37,200 for the purchase of laptops, Microsoft Office software, and carrying cases under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
  - b. Tablets – crews working in the field such as water/wastewater operators, streets workers, electric workers, and sanitation workers have no access to technology in the field however they frequently need to access data, documents, and email from office computers. With the social distancing health orders coordinating the number of staff using a limited number of computers in shared offices does not allow for proper or consistent social distancing. The use of tablets by the field crews would allow them to remotely access needed data and documents as well as maintain critical communications without the risk of working in confined, shared office spaces. We have identified 30 field crew members that are in need of these tablets and the City of Cody is requesting \$28,800 for the tablets, cases, and wireless service for the period of July 1, 2020 through December 30, 2020 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

ATTACHMENT A - Tab 3 Narrative Question 2

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- c. Upgrade accounting system to Cloud version – upgrading the City’s accounting system, Caselle, to the Cloud version will allow staff to access the various modules remotely. This allows online access to all our modules such as utility billing, general ledger, payroll, accounts payable, building permits, licenses, etc. without the need to come to City Hall in person. The City of Cody is requesting \$33,254 for the cost of hosting service from July 1, 2020 through December 30, 2020 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
- d. Online forms designer program – this program would provide our customers with an online and mobile option available 24/7 that would replace the need for physical paperwork and the need for in-person contact with staff at City facilities. Customers would be able to apply for new and renewal licenses and permits, apply for new utility service, submit building plans for review, make public records requests, request services, report outages, etc. The City of Cody is requesting \$1,800 for the cost of purchasing the program and the monthly service fee from July 1, 2020 through December 30, 2020 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
- e. Mobile police data terminals – installing mobile data terminals in all the City’s police vehicles would allow officers and command staff to access and enter real-time data into the RIMS system remotely. This would eliminate the need for officers to return to the station to complete paperwork, research case data, and perform case follow up. The squad room at the police department has six workstations with computers. This space is shared by 25 officers who must share computer equipment and workspace. Mobile data terminals will provide better compliance with social distancing health orders. The City of Cody is requesting \$165,000 for the cost of purchasing the equipment and software under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020. The equipment and services necessary for the City to implement mobile data terminals include:
- Mobile data terminals
  - MDT vehicle mounts
  - Auto wireless hardware
  - RIMS and Microsoft software licensing
  - 4G LTE service plan
  - Installation and training
  - Program support (through Dec 30, 2020)
- f. Online building permit and community development software – purchasing an online, Cloud-supported software program that would allow remote connectivity and communication between contractors and building inspection and planning and zoning staff would assist in complying social distancing health orders. All essential processes tied to permitting, licensing, inspections and code enforcement would be available electronically to staff and contractors in a single-web based system, significantly reducing the need for in-person interaction. The City of Cody is requesting \$75,000 for the cost of purchasing the software under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

## ATTACHMENT A - Tab 3 Narrative Question 2

2. The guidance states the Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.
- a. Contactless card processing - administrative staff have regular interactions with the public when customers pay their bills in person at City Hall. Many customers pay with credit or debit cards. The City's current system requires that staff handle the credit card and receipt which increase the risk of COVID transmission. The City proposes to purchase 5 Star Micronics thermal printers and MagTek card swipers. This equipment will be placed at each of the customer service stations in City Hall, allowing customers to swipe their own credit cards and obtain a receipt, eliminating the physical contact between customers and staff and reducing the risk of spreading COVID. The City of Cody is requesting \$1,355 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
  - b. Remote meeting equipment – social distancing requirements has created the need for the City of Cody to offer remote access to public meetings such as planning and zoning, Council work sessions, and regular Council meetings. The City of Cody is requesting \$100,000 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020. The equipment necessary for the City to provide remote viewing and participation in meetings include:
    - Camera System
      - Two ceiling-mounted pan, tilt, zoom cameras to high-definition PTZ cameras capable of 1080P output and HD-SDI connectivity.
      - Camera control and switching system to support the new high-definition cameras
      - Graphics/Character Generation System to “ProPresenter” software.
    - Streaming/Broadcast System
      - Streaming video encoder appliance capable of accepting high resolution digital sources and streaming/recording in the H.264 format at 480p and 720p resolutions.
      - Cable television broadcast interfaces to accept digital high-definition feeds.
    - Audio System
      - Install a wired gooseneck microphone at the podium.
      - Install an automatic microphone mixer with digital signal processing (DSP), adding automatic microphone gain, equalization, noise reduction, and feedback elimination capability.
      - Add microphone mute buttons at the dais (with override from the production booth), encouraging council members to leave the microphones properly positioned.
      - Audio conferencing phone unit
    - Presentation System
      - Wall-mounted 90” LCD display.
      - Presentation switcher and video distribution components capable of accommodating the existing sources and future digital sources and of distributing the signals to displays and broadcast/streaming interfaces.
    - Control System
      - Integrated Control System with wired touchscreen, custom programmed to control the DSP mixer (including microphone mute & gain control) as well as the local presentation system.
      - Computer server
    - Live Streaming Software
      - Granicus

ATTACHMENT A - Tab 3 Narrative Question 2

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3. The guidance states the Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.
  - a. Automated meter reading system – the City of Cody currently has in place an Itron automated meter reading system however not all of the City’s meters are compatible with this system. There are 30 electric meters and 110 water meters which have not been upgraded with remote modules. The meter reader must physically go to each of these locations to take reads for billing. When the meter reader drives through town, the computer in the vehicle sends out a “ping” to wake up the meters. The meters respond by sending an electronic signal back to the computer with the read. By upgrading the remaining meters with remote read modules all locations with water and electric service provided by the City of Cody can be read from the vehicle without the meter reader having any contact with the property or individuals. The City of Cody is requesting \$100,000 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.
  - b. Advanced automated meter solution – Nighthawk has partnered with Itron to provide an AMR solution for the remote disconnection and reconnection of meters. Currently, when a service needs to be disconnected or reconnected a meter technician is dispatched to the property to physically disconnect or reconnect the meter. The Nighthawk system works with the Itron remote read modules to allow for remote disconnection and reconnection of meters without requiring in-person contact with the property or the residents. The City of Cody is requesting \$200,000 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

**Sanitizing Equipment**

1. The guidance states the Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.
  - a. In order to comply with health orders, the City has a need to regularly sanitize public facilities and staff work areas to help prevent the spread of COVID-19. We propose purchasing 3 portable Victory VR300ES sanitizing machines. One will be utilized at City Hall, one at the Recreation Center, and one at the Auditorium building. Using the electronic sprayers helps provide staff with contactless sanitizing of surfaces. The City of Cody is requesting \$5,200 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

**Supplies (cleaning, sanitizing, PPE)**

1. The guidance states that eligible expenditures include public health expenses such as expenses for disinfection of public areas and other facilities in response to the COVID-19 public health emergency and expenses for public safety measures undertaken in response to COVID-19.
  - a. In order to protect staff and the public the City has purchased, and continues to purchase, various products such as hand sanitizer and bottling supplies, sanitizing wipes, nitrile gloves, face masks and shields, isolation gowns, spray bottles, disinfectant, portable sanitizing kits and containers, digital thermometers, sneeze guards, and public health barrier shields. The City provides sanitation stations at City Hall, the Auditorium, and the Recreation center for public use. All City staff are provided with the appropriate PPE (masks, sanitizer, gloves, shields, etc) and each City vehicle has portable sanitizing kits

Applicant: City of Cody CRG Request Type: Corona Virus Relief Grant Program

ATTACHMENT A - Tab 3 Narrative Question 2

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for use when staff is working in the field. The City of Cody is requesting \$45,000 under this category for expenses that were not accounted for in the budget most recently approved as of March 27, 2020.

## **Attachment B – Completion Date Guarantee**

As a condition of approval for Relief Funds, the Grantee must provide a signed bid or proposal with a copy of this Attachment executed by either the general contractor or all subcontractors for the Project:

I (the Contractor) understand that the CARES Act requires all Relief Funds be expended by December 30, 2020 on eligible expenditures incurred by that date and SLIB rules require all requests for reimbursement be submitted by December 15, 2020. I hereby certify that by submitting this bid or proposal for consideration, I can complete the Project in its entirety by December 15, 2020 and, if selected for this Project, shall do so. In the event the Project is not complete by December 15, 2020, I understand and agree that [Grantee] will only pay for the portion of the work completed by that date. I further agree that I shall complete the project as soon as reasonably possible and shall be solely responsible for any and all costs to complete the project incurred after December 15, 2020, including but not limited to costs of materials, labor, and equipment.

MEETING DATE:	SEPT. 22, 2020
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____

## AGENDA ITEM SUMMARY REPORT

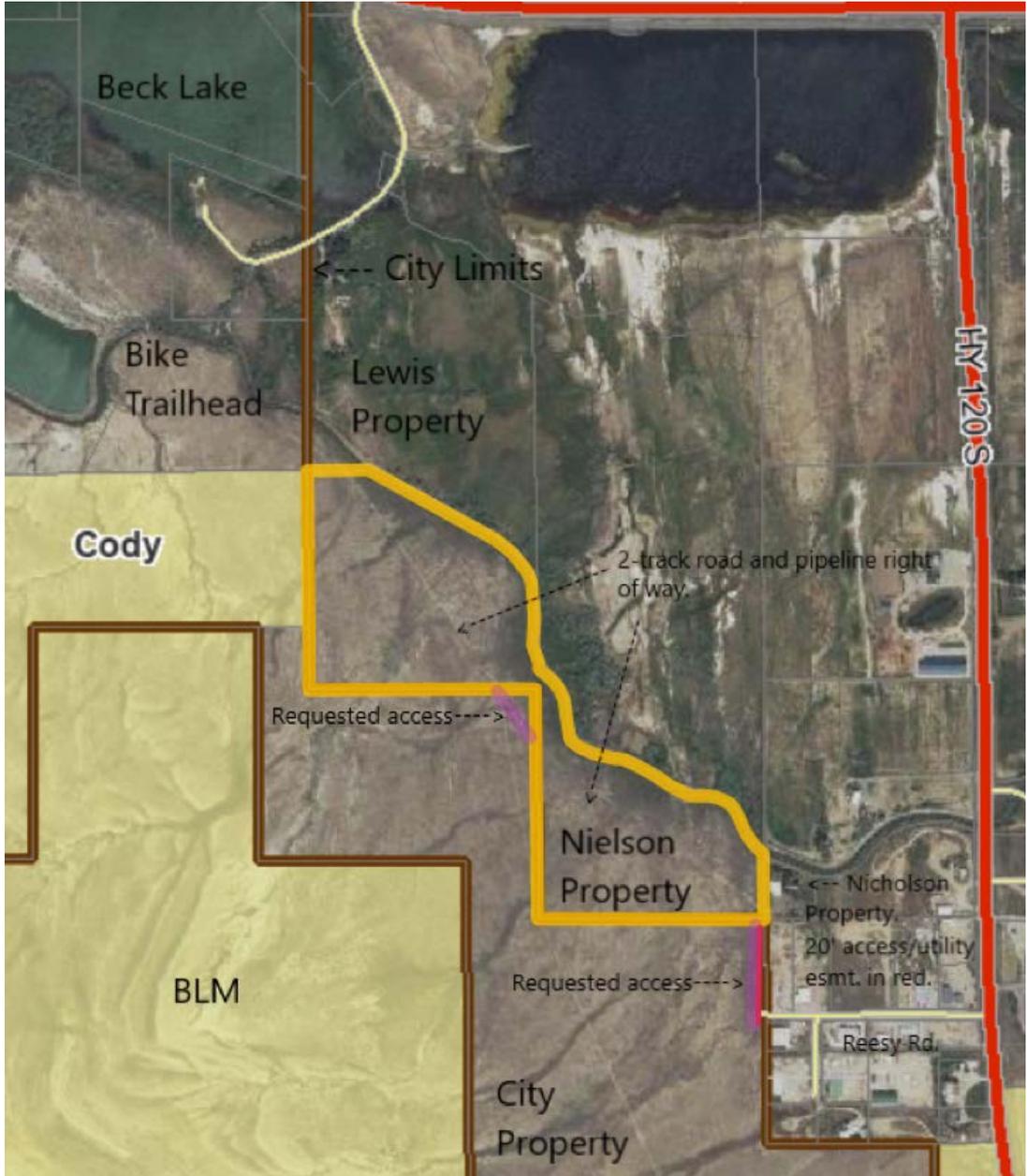
### Easement Discussion

**ACTIONS TO BE TAKEN**

For initial discussion only. No action at this time.

**SUMMARY**

The Nielson Family Partnership has approached the City about acquiring access to one of their properties through City of Cody property. The City property is sometimes referred to as the "City's South Industrial Area", but is undeveloped and lacks City utilities. The requested access and utility easement would extend north, off the west end of Reesy Road, and run for 600 feet to the Nielson Family Partnership property. If it follows the existing pipeline easement, it would again cross City of Cody property about 1,660 feet to the northwest, for another 400 feet. Refer to the map here and the survey attached.



**AGENDA ITEM NO.** \_\_\_\_\_

Here are some photos:

Bike trail map at trailhead (dashed line on east side is subject 2-track road/pipeline right-of-way).



2-track road/pipeline entering north 1/2 of Nielson Family property.



SW corner of Lewis property:



Staff requests direction from the Council in the following:

Is the Council open to considering the request, so that staff and the Nielson family can comfortably negotiate and spend money on surveys and document preparation?

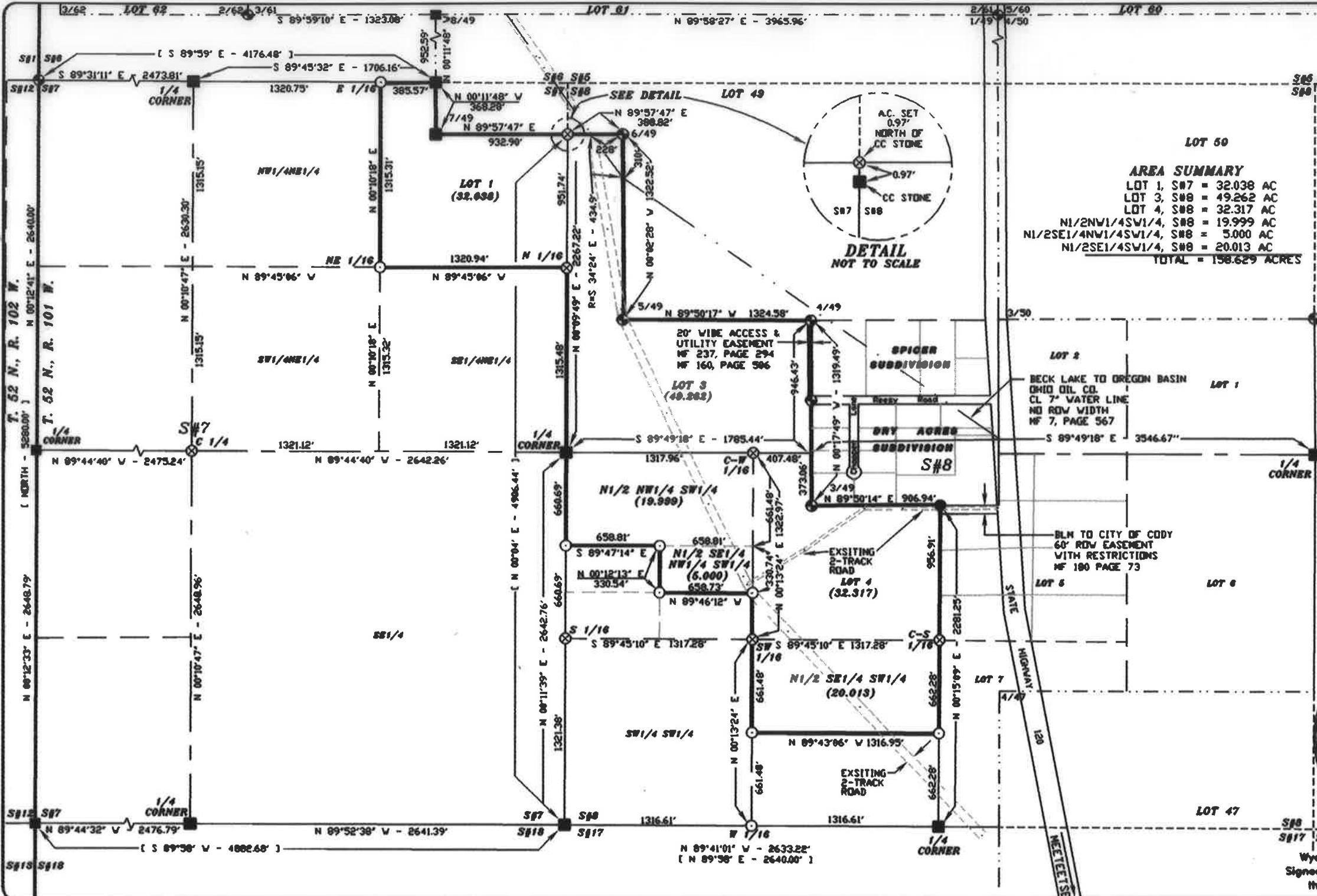
If the City grants a 60-foot wide access and utility easement over the City property, what should the City request in return? Bike/Pedestrian access and utility easements across Nielson Family property, generally in the alignment of the pipeline easement, or monetary compensation? (Note: The pipeline right-of-way does not have a defined width, which makes it difficult to plan easement widths for City utilities.)

**ATTACHMENTS:**

Survey map of City property.

H:\PLANNING DEPARTMENT\PLANNER\NIELSON TRAILS\AGENDA SUMMARY NIELSON EASEMENT DISCUSSION.DOCX

**AGENDA ITEM NO. \_\_\_\_\_**

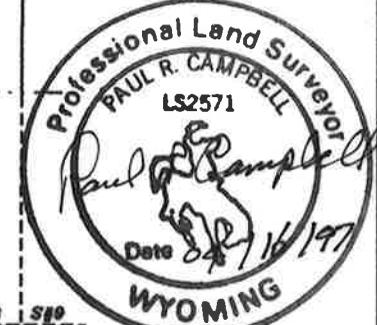


**AREA SUMMARY**

LOT 1, S#7	= 32.038 AC
LOT 3, S#8	= 49.262 AC
LOT 4, S#8	= 32.317 AC
N1/2NW1/4SW1/4, S#8	= 19.999 AC
N1/2SE1/4NW1/4SW1/4, S#8	= 5.000 AC
N1/2SE1/4SW1/4, S#8	= 20.013 AC
<b>TOTAL</b>	<b>= 158.629 ACRES</b>



- SCALE 1" = 800'**
- LEGEND**
- = Found G.L.O. Stone
  - ⊕ = Found Brass Cap
  - = Found Alum. Cap
  - = Set 2" Alum. Cap on 5/8" x 24" Rebar
  - ⊗ = Set 3 1/4" Alum. Cap on 5/8" x 24" Rebar
  - = City of Cody Boundary
  - ⚡ = Broken Scale
  - (40.02) = Area in acres ±
  - [ ] = 1906 G.L.O. Resurvey Record



Paul R. Campbell  
 Wyoming Registration No.—L.S. 2571  
 Signed and dated at Cody, Wyoming on  
 this 16th day of April, 1997.

**RECORD OF SURVEY**  
 SHOWING  
 Section 7 & 8  
 Resurvey T.52N., R.101W.,  
 6th P.M., Park County, Wyoming  
**CAMPBELL & ASSOCIATES**  
 LAND SURVEYING  
 CODY, WYOMING  
 APRIL 16, 1997  
 WO 9669, V-1, BK-A175, PG-45  
**C&A**

**ORDINANCE NO. 2020 – 14**

**AN ORDINANCE ADOPTING TITLE 3, CHAPTER 5,  
ARTICLE III: SECTIONS 7-11**

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

Title 3, Chapter 5, Article III, Sections 7-11 of the City of Cody Code, shall be adopted, and shall provide as follows:

**3-5-7: DEFINITIONS:**

**Mobile Vendor:** Any person that sells or offers for sale goods, products, services or foods from a mobile vending unit.

**Mobile Vending Units:**

- A. A motorized vehicle, as defined by W.S. 31-1-101(a)(xv), from which a Mobile Vendor offers for sale or sells goods, products, services or food to the public; or
- B. A trailer that is pulled by a motorized vehicle and has no power to move on its own from which a Mobile Vendor offers for sale or sells goods, products, services or food to the public; or
- C. A temporary stand, such as a cart, tent, table, awning or other device, located outside of a building, from which a Mobile Vendor offers for sale or sells goods, products, services or food to the public, which stand, cart, tent, table, awning or other device is not an extension of a business which occupies an adjacent retail or commercial building.

**Neighborhood Mobile Vendor:** A vendor operating on streets, sidewalks, alleys or other areas generally accessible to the public which provides and delivers to residents at their dwellings a retail sale or service of only ready-to-eat or packaged food or other products from a mobile vehicle or pushcart for such use. A Neighborhood Mobile Vendor is distinguished from a Mobile Vendor in that a Neighborhood Mobile Vendor generally operates a vehicle while selling its products, and delivers products to residents in their homes.

**Special Event:** A Special Event as used in this Chapter is defined as an event, parade, concert, farmers' market, expo, bazaar, show, parade, celebration, protest, rodeo, fair, tournament, extravaganza or similar type of activity, which is authorized by the Governing Body of the city, or by the City Administrator or his or her designee.

### **3-5-8: MOBILE VENDING PERMIT**

- A. No person shall engage in mobile vending within the city without first having obtained a mobile vending permit from the city, as provided in this section, unless the vending is approved as part of a special event.
- B. A person who wishes to obtain a mobile vending permit shall submit a completed application to the city administrator or his or her designee. The city administrator may grant or deny the permit as described in this chapter.
- C. The applicant for a mobile vending permit, or the organizer of a special event, shall provide the following information on the application:
  - 1. Name, address, phone number, email and other contact information of the owner of the unit as required by the application. If the owner's address, phone number, email, or other contact information change at any time after the application has been submitted, the owner shall provide updated and current information to the city.
  - 2. Proposed days and hours of operation.

3. Type(s) of items, services or goods to be sold.
  4. Proof of a valid drivers' license issued by a state in the United States.
  5. A Wyoming sales tax ID certificate for the business.
  6. A current Wyoming Department of Agriculture License (food service permit) if applicable for the business.
  7. Certificate of liability insurance in the amount of \$1,000,000.00 or greater for the business.
  8. Valid vehicle registration, and valid liability insurance for the mobile vending unit in compliance with Wyoming law.
- D. The applicant shall pay a non-refundable fee to the city in an amount to be determined by a resolution approved by the Governing Body of the city.
- E. Each mobile vending permit shall expire on December 31 of each year. A mobile vending permit may be renewed by payment of an annual fee, to be determined by a resolution approved by the Governing Body, and by submitting a renewal application to the City.
- F. The mobile vending permit shall be displayed at all times in a conspicuous place on the mobile vending unit where it can be readily viewed by the general public.

### **3-5-9: GENERAL REQUIREMENTS**

- A. No mobile vending unit shall park, operate, sell goods, products, food or services within any part of a city street, sidewalk, alley, park, right-of-way or other city property, unless otherwise approved by the City Code or the Governing Body for a special event. No mobile vending unit shall block, impede or interfere with motor vehicle traffic, pedestrian traffic or other lawful users of any city street, sidewalk, alley, right-of-way, easement or city property.

- B. Mobile vending units shall operate only between the hours of 6:00 a.m. and 2:00 a.m., unless the mobile vending unit is operating within 200 feet of a residentially zoned property, in which case the mobile vending unit shall cease operations by 9:00 p.m. A neighborhood mobile food vendor may operate within residentially zoned areas only between the hours of seven a.m. and eight p.m.
- C. All mobile vending units shall be operated on private property (except for special events approved by the Governing Body), and obtain the permission of the property owner to use the property on which they intend to operate.
- D. Mobile vending units shall comply with all applicable local, State and Federal laws, rules, regulations and codes, including but not limited to vehicle licensing laws, health department permitting requirements, fire and safety regulations, and parking and access regulations.
- E. All mobile vending units which include equipment such as fryers, smokers, grills or other cooking equipment which uses open flames, or propane or other flammable fuels shall have at least one adult person on-site at all times while operating. That person must be qualified and able to move the mobile vending unit and all accessories associated with the mobile vending unit.
- F. Mobile vending units shall maintain a minimum fifteen- foot separation from all fire hydrants and intersections.
- G. Mobile vending units shall only be permitted in the commercial, industrial, and civic(?) zoning districts, except as otherwise approved for special events.
- H. When a mobile vending unit is unoccupied, it shall be properly secured; all open flames shall be extinguished; valves on all fuel tanks shall be closed and all appliances shall be turned off.
- I. Mobile vending units selling food, or selling any other product or goods which include disposable materials, shall either be located on a property for which the property owner pays for regular city solid waste

disposal, or the mobile vendor shall apply for and receive city solid waste disposal services.

- J. Mobile vending units shall comply with all ordinances, codes and regulations of the city of Cody Municipal Code, including but not limited to those pertaining to noise, lighting, signage, zoning, fire prevention, electric, and all building codes.
- K. Mobile vendors who wish to sell, dispense or distribute alcohol shall comply with the applicable requirements of the City code and state law for such sale, dispensing or distribution of alcohol.

### **3-5-10 REVOCATION, SUSPENSION AND DENIAL OF PERMITS**

- A. The City Administrator, or his or her designee, may deny an application for a mobile vending permit, or may suspend or revoke a mobile vending permit for any of the following reasons:
  - 1. The holder of a mobile vendor permit provides, or has provided false, inaccurate, or incorrect information on the application for a mobile vending unit; or
  - 2. An applicant fails to provide a completed application for a mobile vending permit, or,
  - 3. The proposed business or location of the business does not comply with the requirements of this title, or any other provision of the City of Cody code;
  - 4. The holder of a mobile vending permit violates any applicable local, state or federal law, including, but not limited to any requirements of this title; or
  - 5. The city receives information that the mobile vendor's operation presents a danger or threat to the health, safety, or well-being of the community.

- B. If the City Administrator suspends or revokes a mobile vendor permit, the City Administrator shall communicate that decision to the holder of the mobile food permit in writing, explaining the reasons for the suspension or revocation and the effective date thereof, which may be immediate. A decision by the City Administrator to suspend or revoke a mobile vendor permit may be appealed to the Governing Body by delivering a written request for a hearing to the City Administrator within ten days after receipt of the written suspension or revocation. After receiving the written request for a hearing, the Governing Body shall schedule a hearing, which hearing shall take place within twenty (20) business days of the date the written request for a hearing is delivered to the City Administrator. The format of the hearing shall be informal, and shall give the holder of the mobile vendor permit the opportunity to present evidence and argument to demonstrate why the mobile vendor permit should be re-instated.
  
- C. The Chief of Police, or his or her designee, shall have authority to close or temporarily suspend the operations of any mobile vendor if deemed necessary for the health, safety or peace of the community. The Chief of Police or his or her designee may allow the mobile vendor to commence operations again if the Chief of Police or his or her designee has been assured that the health, safety and peace of the community is no longer in danger from the operation of the mobile vendor. Any temporary closure or suspension of a mobile vendor's operations lasting more than two business days shall be reviewed as soon as practicable by the City Administrator to determine whether the mobile vendor's permit should be suspended or revoked.
  
- D. Any violation of this chapter shall be considered a misdemeanor, subject to a citation into Municipal Court, which may be punished by a fine not to exceed \$750.00.

### **3-5-11: SPECIAL EVENTS**

- A. The Governing Body may allow mobile food vendors to operate on city streets, sidewalks, alleys, parks, rights-of-way or other city properties, for special events, and may waive the requirement of a mobile vendor permit, subject to the following:

1. For a special event where multiple mobile vendors will operate, the organizer / sponsor of the special event shall complete and submit an application describing the number of mobile vendors; a name, address and phone number for each vendor; a description of the event; the dates and times the vendors will operate; liability insurance for the event an amount of not less than \$1,000,000.00; and the location of the event.
  
2. The applicant shall pay a fee to the city according to a resolution approved by the Governing Body. If the event location will be on a city street, sidewalk, alley, park, right-of-way or city property, the applicant shall also pay for charges for solid waste disposal, damage to city property (i.e. sprinkler heads, pavement); and other charges for city services, materials and equipment provided for the event.
  
3. For special events on city streets, sidewalks, alleys, parks, rights-of-way, or city properties, the Governing Body must approve such events, and may approve these events subject to additional conditions, limitations and restrictions as it deems in the best interests of the city.

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

PASSED ON FIRST READING: \_\_\_\_\_, 2020  
 PASSED ON SECOND READING: \_\_\_\_\_, 2020  
 PASSED ON THIRD READING: \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_ 7 \_\_\_\_\_

MATT HALL, Mayor

Cynthia D. Baker  
Administrative Services Director