

# City of Cody City Council

## AGENDA

Tuesday, December 21, 2021 – 7:00 p.m.

(Pre-Meeting to begin at 6:55 p.m. in Conference Room)

Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from December 7, 2021 and Special Work Session Minutes from December 14, 2021.
- b. Approve Vouchers and payroll in the amount of \$1,610,324.19.
- c. Acknowledge Conflict of Interest and Consent to Representation.
- d. Approve an agreement between the City of Cody and the City of Powell for Inspection Services for Electrical Inspections within the municipality of Cody.
- e. Appoint Council Member Rasmussen to the Yellowstone Regional Airport Board for a three-year term Ending December 31, 2024.

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.

Public Hearing to determine if it is the public's interest to consider a request from Big Sky Partners, LLC dba Geysers on the Terrace to transfer the Retail Liquor License currently held by Roadgrill LLC located at 525 W Yellowstone.

4. Conduct of Business

- a. Consider the request from Big Sky Partners, LLC dba Geysers on the Terrace to transfer the Retail Liquor License currently held by Roadgrill LLC located at 525 W Yellowstone. Request includes restriction to be removed allowing both on and off premise sales. Transfer contingent upon notification/confirmation of sale of property.

Staff Reference: Cindy Baker  
Spokesperson: Josh or Casandra White (via phone)

- b. Consider appointing David Schlosser (Licensed Plumber) and Jake Schrickling (Licensed General Contractor) to the Contractors Board for a three-year term ending December 31, 2024.
- c. Consider appointing Dawn Davis, Marty Coe, Bernie Butler, Leda Pojman, and Louis Caserta to the Cody Tree Board for a two-year term ending December 31, 2023.
- d. Consider appointing Carson Rowley, Ian Morrison and Andrew Murray to the Planning and Zoning Board for a three-year term ending December 31, 2024, as well as, Mathew Moss for a one-year term ending December 31, 2022.
- e. Consider approving the Final Plat of the Musser-Beacon Hill Commercial Subdivision.  
Staff Reference: Todd Stowell, City Planner  
Spokesperson: Harold Musser
- f. Ordinance 2021-08 – Second Reading  
An Ordinance Rezoning Portions of the Bakken Subdivision located within the City of Cody, Park County, Wyoming to Medium -Low Density Residential (R-2)  
Staff Reference: Todd Stowell, City Planner
- g. Ordinance 2021-07 – Third and Final Reading  
An Ordinance Amending Title 8 Chapter, 2 of the City of Cody Code Municipal Code to Modify and Set Treated Water and Raw Water Service Fees and Rates and make Minor Updates and Modifications to the Code.  
Staff Reference: Phillip Bowman, Public Works Director

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

**Upcoming Meetings:**

**January 4, 2022 – Tuesday – Regular Council Meeting – 7:00 p.m.**

**January 11, 2022 – Tuesday– Work Session – 5:30 p.m.**

**January 18, 2022 – Tuesday – Regular Council Meeting – 7:00 p.m.**

**City of Cody  
Council Proceedings  
Tuesday, December 7, 2021**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 7, 2021 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members Andrew Quick, Justin Baily, Jerry Fritz, Emily Swett, and Diane Ballard, City Administrator Barry Cook, City Attorney Scott Kolpitzke, and Administrative Services Officer, Cindy Baker

Absent: Council Member Heidi Rasmussen.

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

Council Member Ballard made a motion seconded by Council Member Baily to approve the Consent Calendar as presented. Approved Consent Calendar included minutes from Regular Minutes from November 16, 2021 and Special Work Session Minutes from November 30, 2021, approve Vouchers and payroll in the amount of \$464,433.39, authorize the Mayo to sign the agreement between the City of Cody and BankCard USA for the merchant card services at the City water crane facility, award Bid 2021-12 to Tractor and Equipment Company for one (1) 2022 CAT GP25N2 forklift in the amount of \$47,836.00. and authorize the Wild West Paddle Club an open container and malt beverage permit to be held in conjunction with a free concert at City Park on August 13, 2022. Also authorize Mobile Vendors to participate in this event and reserve parking spaces accordingly. Organizers will reserve the Park and pay fees associated with this through the Rec Center and will be required to provide liability insurance. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Baily to accept the auditor's report and related financial statements for the fiscal year ending June 30, 2021. Vote was unanimous.

Council Member made a motion seconded by Council Member to approve the final plat for the Best Choice Subdivision, a 5-lot subdivision, subject to conditions of approval and modifications by staff. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Baily to approve the preliminary and final plat for the Blessing 2<sup>nd</sup> Addition subdivision, a 5-lot subdivision, subject to conditions of approval. Vote was unanimous.

**Ordinance 2021-08 – First Reading**

An Ordinance to Rezone Lots 1-16 of the Bakken Subdivision from Medium-High Density Residential (R-3) to Medium to Low Density Residential (R-2). Council Member Fritz made a motion seconded by Council Member Ballard to approve Ordinance 2021-08 on First Reading, as amended to include all lots in the subdivision. Vote was unanimous.

**Ordinance 2021-09 – First Reading**

An Ordinance Rezoning 235 West Cooper Lane, located within the City of Cody, Park County, Wyoming to Limited Business (D-1). Being no motion, Ordinance 2021-09 failed on First Reading.

Council Member Ballard made a motion seconded by Council Member Swett to approve of the Professional Services Agreement with Stantec Consulting Services Inc for the Big Horn Corridor Study and authorize the Mayor to sign all associated documents, as amended to include contingent upon WYDOT approving and committing to paying the additional cost at a split of 80/20% between WYDOT and City of Cody respectfully and contingent upon reviewal and approval of said documents by City Attorney. Vote was unanimous.

**Ordinance 2021-07 – Second Reading**

An Ordinance Amending Title 8, Chapter 2 of the City of Cody Municipal Code to Modify and Set Treated Water and Raw Water Service Fees and Rates and make Minor Updates and Modifications to the Code. Council Member Baily made a motion seconded by Council Member Quick to approve Ordinance 2021-07 on Second Reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 8:24 p.m.

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Mayor, Matt Hall

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Cindy Baker, Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Tuesday, December 14, 2021**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, December 14, 2021 at 5:30 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Emily Swett, Justin Baily, Jerry Fritz, and Heidi Rasmussen, City Administrator, Barry Cook and Administrative Service Officer, Cindy Baker.

Absent: Council Member Andrew Quick

Mayor Hall called the meeting to order at 5:30 p.m.

Roy Holm provided the Governing Body with an update relating to the SMP Board.

Citizen Andrew Victors discussed the situation regarding 1227 14<sup>th</sup> St. Staff was directed to work with Citizen and bring this for action at a future meeting.

Mike Fink, Aquatics, Facilities & Recreation Director discussed a request from Sleeping Giant Ski for City of Cody Parks and Rec to operate Ski Bus January – March 2022. Staff was provided with direction on how to proceed.

Cindy Baker, Administrative Services Officer, discussed restriction on Liquor License and upcoming transfer request. No action was taken.

Mayor Hall adjourned the Work Session at 6:37 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor



## Report Criteria:

Invoice Detail.Input date = 12/14/2021

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>ALTITUDE RECYCLING EQUIPMENT (131480)</b>				
	A4722	BAILING WIRE	12/06/2021	3,040.00
Total :				3,040.00
Total ALTITUDE RECYCLING EQUIPMENT (131480):				3,040.00
<b>AMERICAN FAMILY LIFE ASSUR (550)</b>				
	063347	PREMIUM	12/02/2021	2,277.25
Total :				2,277.25
Total AMERICAN FAMILY LIFE ASSUR (550):				2,277.25
<b>AMERICAN LEGAL (132624)</b>				
STERLING CODIFIERS LLC	13029	CODIFIERS WEB HOSTING ANNUAL FEE	12/09/2021	500.00
Total :				500.00
Total AMERICAN LEGAL (132624):				500.00
<b>AMERICAN WELDING &amp; GAS, INC. (128592)</b>				
	8196999	OXYGEN/ACETYLENE/CYLINDER RENTAL	11/30/2021	78.72
	8197000	CARBON DIOXIDE/CYLINDER RENTAL	11/30/2021	37.14
Total :				115.86
Total AMERICAN WELDING & GAS, INC. (128592):				115.86
<b>ANIXTER INC (130622)</b>				
	5006116-00	STREET LIGHT POLES	11/30/2021	10,932.00
	5006116-00	STREET LIGHT POLES	11/30/2021	3,644.00
	5006116-00	STREET LIGHT POLES	11/30/2021	5,466.00
	5006116-00	STREET LIGHT POLES	11/30/2021	7,288.00
	5059579-00	LIGHTING ARRESTORS	12/06/2021	1,031.40
Total :				28,361.40
Total ANIXTER INC (130622):				28,361.40
<b>BAILEY ENTERPRISES INCORPORATED (130546)</b>				
	5708908	Fuel	12/06/2021	97.76
	5708908	Fuel	12/06/2021	708.70
	5708908	Fuel	12/06/2021	181.29
	5708908	Fuel	12/06/2021	60.43
	5708908	Fuel	12/06/2021	2,507.84
	5708908	Fuel	12/06/2021	181.29
	5708908	Fuel	12/06/2021	90.64
	5708908	Fuel	12/06/2021	78.51
	5708908	Fuel	12/06/2021	185.20
	5708908	Fuel	12/06/2021	145.44
	5708908	Fuel	12/06/2021	45.21
	5708908	Fuel	12/06/2021	84.22
	5708908	Fuel	12/06/2021	158.91

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	5708908	Fuel	12/06/2021	16.35
	5708908	Fuel	12/06/2021	54.67
	5708908	Fuel	12/06/2021	32.71
	5708908	Fuel	12/06/2021	637.13
	5708908	Fuel	12/06/2021	102.85
	5708908	Fuel	12/06/2021	994.34
	5708908	Fuel	12/06/2021	221.02
	5708908	Fuel	12/06/2021	29.90
	5708908	Fuel	12/06/2021	4,224.53
	5708908	Fuel	12/06/2021	1,382.07
	5708908	Fuel	12/06/2021	103.46
	5708908	Fuel	12/06/2021	152.96
	5708908	Fuel	12/06/2021	96.36
	5708908	Fuel	12/06/2021	29.90
	5708908	Fuel	12/06/2021	349.34
	5708908	Fuel	12/06/2021	265.18
	5708908	Fuel	12/06/2021	29.90
	5708908	Fuel	12/06/2021	504.08
	5708908	Fuel	12/06/2021	111.15
	5708908	Fuel	12/06/2021	384.50
	5708908	Fuel	12/06/2021	1,302.56
Total :				15,550.40
Total BAILEY ENTERPRISES INCORPORATED (130546):				15,550.40
<b>BLUE CROSS BLUE SHIELD OF WYOMING (1360)</b>				
	211105013091	INSURANCE Dec 2021	12/01/2021	158,192.76
Total :				158,192.76
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				158,192.76
<b>C &amp; C WELDING, INC (1690)</b>				
	26236	WATER CRANE FACEPLATE	11/29/2021	655.90
Total :				655.90
Total C & C WELDING, INC (1690):				655.90
<b>CARQUEST AUTO PARTS (10200)</b>				
	2874-IC-49889	warranty fan A04	11/09/2021	182.74-
	2874-ID-438740	Bulb B08	11/01/2021	13.58
	2874-ID-438876	mudflap D07	11/03/2021	56.02
	2874-ID-439247	fan A04	11/09/2021	182.74
Total :				69.60
Total CARQUEST AUTO PARTS (10200):				69.60
<b>CHEYENNE, LIGHT, FUEL &amp; POWER COMPANY (130509)</b>				
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	755.70
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	1,145.31
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	1,063.36
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	750.62
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	3,298.79
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	3,298.79
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	350.84

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	90.44
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	521.09
BLACK HILLS ENERGY	120721	UTILITIES - BLACK HILLS ENERGY	12/07/2021	398.95
Total :				11,673.89
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509):				11,673.89
<b>CITY OF CODY 1 (2261)</b>				
PETTY CASH REIMBURSEMENT - CIT	120721	TRAILER PLATES & TITLE	12/07/2021	21.45
PETTY CASH REIMBURSEMENT - CIT	120721	GARBAGE TRUCK PLATES & TITLE	12/07/2021	35.30
PETTY CASH REIMBURSEMENT - CIT	120721	KEEPASS IN SYNC SOFTWARE	12/07/2021	7.27
PETTY CASH REIMBURSEMENT - CIT	120721	5 PK SC PAGES	12/07/2021	.94
PETTY CASH REIMBURSEMENT - CIT	120721	MO FOR FINGERPRINT BACKGROUND CHECK	12/07/2021	16.45
PETTY CASH REIMBURSEMENT - CIT	120721	FINGER PRINTING	12/07/2021	5.00
PETTY CASH REIMBURSEMENT - CIT	120721	TRAILER PLATES & TITLE	12/07/2021	10.65
PETTY CASH REIMBURSEMENT - CIT	120721	TRAILER PLATES & TITLE	12/07/2021	10.65
Total :				107.71
Total CITY OF CODY 1 (2261):				107.71
<b>CLARK, RONALD W (131046)</b>				
TOWN TAXI	12072021	TIPSY TAXI VOUCHERS	12/07/2021	259.00
Total :				259.00
Total CLARK, RONALD W (131046):				259.00
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140)</b>				
	42762	Legal Services	12/02/2021	3,393.42
	42762	Legal Services	12/02/2021	346.27
	42762	Legal Services	12/02/2021	761.79
	42762	Legal Services	12/02/2021	761.79
	42762	Legal Services	12/02/2021	831.04
	42762	Legal Services	12/02/2021	831.04
Total :				6,925.35
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140):				6,925.35
<b>DEARBORN LIFE INSURANCE COMPANY (131563)</b>				
	12012021	INSURANCE dec 2021	12/01/2021	373.16
Total :				373.16
Total DEARBORN LIFE INSURANCE COMPANY (131563):				373.16
<b>DEPARTMENT OF ENVIRONMENTAL QUALITY/WQD (130982)</b>				
WYPDES PERMITS SECTION	WY00	PERMIT - WYPDES_2021_1142	11/30/2021	1,000.00
Total :				1,000.00
Total DEPARTMENT OF ENVIRONMENTAL QUALITY/WQD (130982):				1,000.00
<b>ENERGY LABORATORIES, INC (4120)</b>				
DEPARTMENT 6250	435963	COLIFORM TESTING	11/12/2021	110.00
DEPARTMENT 6250	438887	METALS TESTING FOR PERMIT	11/28/2021	2,001.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				2,111.00
Total ENERGY LABORATORIES, INC (4120):				2,111.00
<b>ENGINEERING ASSOCIATES (4140)</b>				
	4111032	PROJECT 14111-04 WWTF PHASE 2	11/17/2021	3,361.67
	4111032	PROJECT 14111-04 WWTF PHASE 2	11/17/2021	1,027.18
	4111032	PROJECT 14111-04 WWTF PHASE 2	11/17/2021	280.14
	4111032	PROJECT 14111-04 WWTF PHASE 2	11/17/2021	4,668.97
Total :				9,337.96
Total ENGINEERING ASSOCIATES (4140):				9,337.96
<b>ENNIST III, ROBERT F (131798)</b>				
BIG HORN FOOD SERVICES	46995	JANITORIAL SUPPLIES	11/12/2021	875.98
BIG HORN FOOD SERVICES	47059	COPY PAPER	11/22/2021	348.00
BIG HORN FOOD SERVICES	47227	CUSTODIAL SUPPLIES	12/08/2021	80.00
BIG HORN FOOD SERVICES	47227	CUSTODIAL SUPPLIES	12/08/2021	80.00
BIG HORN FOOD SERVICES	47227	CUSTODIAL SUPPLIES	12/08/2021	41.65
BIG HORN FOOD SERVICES	47227	CUSTODIAL SUPPLIES	12/08/2021	41.65
Total :				1,467.28
Total ENNIST III, ROBERT F (131798):				1,467.28
<b>FIRE DISTRICT #2 (131409)</b>				
	BLD-1021-0026	2401 G AVE	11/30/2021	54.00
	BLD-1021-0026	1825 17TH ST	11/30/2021	590.00
Total :				644.00
Total FIRE DISTRICT #2 (131409):				644.00
<b>FREDERICK, LAUREL (131382)</b>				
	120921	RESTITUTION FROM DEBRA HODSON MC-1706-037	12/09/2021	50.00
Total :				50.00
Total FREDERICK, LAUREL (131382):				50.00
<b>GLODT, CHRISTINE (130441)</b>				
	13.1260.12	REFUND CREDIT BALANCE	12/08/2021	23.08
Total :				23.08
Total GLODT, CHRISTINE (130441):				23.08
<b>HARRIS TRUCKING AND CONSTRUCTION CO. (4780)</b>				
	BHWT PAY APP 17	BHWT PAY APP 17	11/30/2021	37,662.31
	BHWT PAY APP 17	BHWT PAY APP 17	11/30/2021	18,550.10
	BHWT RET 17	BHWT RET 17	11/30/2021	4,184.70
	BHWT RET 17	BHWT RET 17	11/30/2021	2,061.12
	WWTF2 PAY APP 21	WWTF2 PAY APP 21	12/03/2021	26,100.97
	WWTF2 PAY APP 21	WWTF2 PAY APP 21	12/03/2021	7,975.30
	WWTF2 PAY APP 21	WWTF2 PAY APP 21	12/03/2021	2,175.08
	WWTF2 PAY APP 21	WWTF2 PAY APP 21	12/03/2021	36,251.35

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	WWTF2 RET21	WWTF2 RET21	12/03/2021	1,373.73
	WWTF2 RET21	WWTF2 RET21	12/03/2021	419.75
	WWTF2 RET21	WWTF2 RET21	12/03/2021	114.48
	WWTF2 RET21	WWTF2 RET21	12/03/2021	1,907.97
	YRA TWL PAY APP 1	YRA Treated Waterline Replacement	12/09/2021	31,263.69
	YRA TWL PAY APP 1	YRA TREATED WATER LINE RETAINAGE	12/09/2021	1,563.18-
Total :				168,477.37
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				168,477.37
<b>HIGBIE, ED (125133)</b>				
	17.2674.10	REFUND CREDIT BALANCE	12/01/2021	94.89
Total :				94.89
Total HIGBIE, ED (125133):				94.89
<b>HUME, ADAM (132825)</b>				
	11302021	MILEAGE REIMBURSEMENT	12/22/2021	16.24
Total :				16.24
Total HUME, ADAM (132825):				16.24
<b>KITCHEN, SCOTT (129803)</b>				
	113021	MILEAGE REIMBURSEMENT	12/01/2021	33.94
Total :				33.94
Total KITCHEN, SCOTT (129803):				33.94
<b>LAME LLC (132712)</b>				
	2AB SEWER, ELECT P	2AB SEWER EXTENSION RETAINAGE PAYOUT	12/02/2021	9,244.75
Total :				9,244.75
Total LAME LLC (132712):				9,244.75
<b>LEISURE IN MONTANA INC (131545)</b>				
	SAL19107-1	POOL REAGENTS	09/27/2021	185.42
	SAL19107-1	POOL REAGENTS	09/27/2021	185.43
	SAL19170-1	CHLORINE	11/15/2021	2,002.56
	SAL19170-1	CHLORINE	11/15/2021	2,002.56
	SAL19836-1	POOL CHEMICALS & REAGENT	11/30/2021	670.82
	SAL19836-1	POOL CHEMICALS & REAGENT	11/30/2021	670.83
Total :				5,717.62
Total LEISURE IN MONTANA INC (131545):				5,717.62
<b>MONRROY, JUAN (132864)</b>				
	13.1970.30	REFUND UTILITY DEPOSIT	11/23/2021	137.28
Total :				137.28
Total MONRROY, JUAN (132864):				137.28

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>NCPERS GROUP LIFE INS (125412)</b>				
C/O MEMBER BENEFITS	12121	PREMIUM	12/02/2021	416.00
Total :				416.00
Total NCPERS GROUP LIFE INS (125412):				416.00
<b>NORCO, INC. (128948)</b>				
	33664581	CYLINDER RENT	11/30/2021	24.60
Total :				24.60
Total NORCO, INC. (128948):				24.60
<b>NORTHWEST PIPE (7400)</b>				
	7641052	COUGAR IRRIGATION PROJECT	12/06/2021	792.90
	7641105	COUGAR IRRIGATION PROJECT	12/06/2021	713.77
	7641895	PIPE GASKETS	12/06/2021	103.32
Total :				1,609.99
Total NORTHWEST PIPE (7400):				1,609.99
<b>ONE-CALL OF WYOMING (127665)</b>				
	61541	ONE - CALL FEES	12/07/2021	46.50
	61541	ONE - CALL FEES	12/07/2021	46.50
	61541	ONE - CALL FEES	12/07/2021	46.50
	61541	ONE - CALL FEES	12/07/2021	46.50
Total :				186.00
Total ONE-CALL OF WYOMING (127665):				186.00
<b>PARK COUNTY (7670)</b>				
	7135	LEC CONTRACT - DISPATCH	12/01/2021	223.57
	7135	LEC CONTRACT - DISPATCH	12/01/2021	3,800.53
	7135	LEC CONTRACT - DISPATCH	12/01/2021	670.68
	7135	LEC CONTRACT - DISPATCH	12/01/2021	17,661.27
	7135	LEC CONTRACT - CAPITOL EQUIPMENT	12/01/2021	4,520.00
	7135	LEC CONTRACT - MAINTENANCE	12/01/2021	1,807.46
	7135	LEC CONTRACT - CONSOLE	12/01/2021	39.15
	7135	LEC CONTRACT - CONSOLE	12/01/2021	665.61
	7135	LEC CONTRACT - CONSOLE	12/01/2021	117.46
	7135	LEC CONTRACT - CONSOLE	12/01/2021	3,093.14
	7135	LEC CONTRACT - UTILITIES	12/01/2021	1,201.26
	7135	ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	12/01/2021	204.52-
	7135	ANTI VIRUS CLIENT CREDIT	12/01/2021	34.79-
Total :				33,560.82
Total PARK COUNTY (7670):				33,560.82
<b>PARK COUNTY ANIMAL SHELTER (5120)</b>				
	120121	ANIMAL SERVICE CONTRACT - DEC 2021	12/01/2021	4,166.67
Total :				4,166.67

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total PARK COUNTY ANIMAL SHELTER (5120):				4,166.67
<b>PARK COUNTY LANDFILL (129053)</b>				
	113021	LIP LANDFILL CHARGES - NOV 2021	11/30/2021	125.80
	113021	LANDFILL CHARGES - NOV 2021	11/30/2021	57,814.38
Total :				57,940.18
Total PARK COUNTY LANDFILL (129053):				57,940.18
<b>PARK COUNTY PUBLIC HEALTH (7720)</b>				
	69	FLU SHOT	12/01/2021	25.00
	72	FLU SHOTS	12/09/2021	70.00
Total :				95.00
Total PARK COUNTY PUBLIC HEALTH (7720):				95.00
<b>PARK DISTRICT COURT (132610)</b>				
	121321	GARNISHMENT Civil #29877	12/13/2021	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
<b>PROVIDENT LIFE &amp; ACCIDENT INS (128033)</b>				
	12121	PREMIUMS	12/02/2021	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
<b>QUALITY ASPHALT PAVING, INC (125010)</b>				
	2254	ASPHALT REPAIR	10/18/2021	6,700.00
Total :				6,700.00
Total QUALITY ASPHALT PAVING, INC (125010):				6,700.00
<b>REITER CUSTOM HOMES (132856)</b>				
	53.1001.12	REFUND HYDRANT METER DEPOSIT	12/03/2021	433.10
Total :				433.10
Total REITER CUSTOM HOMES (132856):				433.10
<b>RIMROCK TIRE INC (8530)</b>				
	2-223636	TIRE REPAIR	12/02/2021	319.08
Total :				319.08
Total RIMROCK TIRE INC (8530):				319.08
<b>SABER PEST CONTROLL LLC (131183)</b>				
	E145	PEST CONTROL - ELECTRIC	12/01/2021	80.00
	P155	PEST CONTROL - PUBLIC WORKS SHOP	10/31/2021	50.00
	P155	PEST CONTROL - PUBLIC WORKS SHOP	10/31/2021	25.00
	P155	PEST CONTROL - PUBLIC WORKS SHOP	10/31/2021	25.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	P156	PEST CONTROL - PUBLIC WORKS SHOP	11/30/2021	50.00
	P156	PEST CONTROL - PUBLIC WORKS SHOP	11/30/2021	25.00
	P156	PEST CONTROL - PUBLIC WORKS SHOP	11/30/2021	25.00
	P157	PEST CONTROL - PUBLIC WORKS SHOP	12/01/2021	50.00
	P157	PEST CONTROL - PUBLIC WORKS SHOP	12/01/2021	25.00
	P157	PEST CONTROL - PUBLIC WORKS SHOP	12/01/2021	25.00
	R156	PEST CONTROL - RECYCLING/SANITATION	12/01/2021	60.00
	W154	PEST CONTROL - WASTEWATER DEPT	10/31/2021	85.00
	W155	PEST CONTROL - WASTEWATER DEPT	11/30/2021	85.00
	W156	PEST CONTROL - WASTEWATER DEPT	12/01/2021	85.00
Total :				695.00
Total SABER PEST CONTROLL LLC (131183):				695.00
<b>SECKMAN &amp; THOMAS, CERTIFIED PUBLIC ACCOU (130659)</b>				
	8008	AUDIT SERVICES	12/06/2021	3,927.00
	8008	AUDIT SERVICES	12/06/2021	2,276.00
	8008	AUDIT SERVICES	12/06/2021	418.00
	8008	AUDIT SERVICES	12/06/2021	182.00
	8008	AUDIT SERVICES	12/06/2021	258.00
	8008	AUDIT SERVICES	12/06/2021	836.00
	8008	AUDIT SERVICES	12/06/2021	658.00
	8008	AUDIT SERVICES	12/06/2021	432.00
	8008	AUDIT SERVICES	12/06/2021	124.00
	8008	AUDIT SERVICES	12/06/2021	1,673.00
	8008	AUDIT SERVICES	12/06/2021	3,719.00
	8008	AUDIT SERVICES	12/06/2021	3,316.00
	8008	AUDIT SERVICES	12/06/2021	7,181.00
Total :				25,000.00
Total SECKMAN & THOMAS, CERTIFIED PUBLIC ACCOU (130659):				25,000.00
<b>SHOSHONE MUNICIPAL PIPELINE (9130)</b>				
	120121	SMP WATER PURCHASE - NOV 2021	12/01/2021	109,742.92
Total :				109,742.92
Total SHOSHONE MUNICIPAL PIPELINE (9130):				109,742.92
<b>SUMMERS, ESTATE OF CAROLYN (132862)</b>				
	12.0290.10	REFUND CREDIT BALANCE	12/01/2021	29.24
Total :				29.24
Total SUMMERS, ESTATE OF CAROLYN (132862):				29.24
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	15671	OUTSOURCE BILLS	12/01/2021	15.92
ADVANCED INFO SYSTEMS	15671	OUTSOURCE BILLS	12/01/2021	98.37
ADVANCED INFO SYSTEMS	15671	OUTSOURCE BILLS	12/01/2021	90.07
ADVANCED INFO SYSTEMS	15671	OUTSOURCE BILLS	12/01/2021	89.46
ADVANCED INFO SYSTEMS	15671	OUTSOURCE BILLS	12/01/2021	111.15
ADVANCED INFO SYSTEMS	15677	OUTSOURCE BILLS	12/06/2021	8.32
ADVANCED INFO SYSTEMS	15677	OUTSOURCE BILLS	12/06/2021	51.45
ADVANCED INFO SYSTEMS	15677	OUTSOURCE BILLS	12/06/2021	47.10
ADVANCED INFO SYSTEMS	15677	OUTSOURCE BILLS	12/06/2021	46.79



Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADVANCED INFO SYSTEMS	15677	OUTSOURCE BILLS	12/06/2021	58.14
Total :				616.77
Total SYSTEMS GRAPHICS INC (129162):				616.77
<b>THE OFFICE SHOP INC (7440)</b>				
	187254	COPIER CONTRACT - COMMUNITY DEVELOPMENT	11/29/2021	80.93
	187254	COPIER CONTRACT - COMMUNITY DEVELOPMENT	11/29/2021	80.93
	187254	COPIER CONTRACT - COMMUNITY DEVELOPMENT	11/29/2021	83.39
	187255	COPIER CONTRACT - SHOP	11/29/2021	10.29
	187255	COPIER CONTRACT - SHOP	11/29/2021	10.29
	187255	COPIER CONTRACT - SHOP	11/29/2021	9.07
	187255	COPIER CONTRACT - SHOP	11/29/2021	10.29
	187255	COPIER CONTRACT - SHOP	11/29/2021	10.29
	187255	COPIER CONTRACT - SHOP	11/29/2021	10.29
Total :				305.77
Total THE OFFICE SHOP INC (7440):				305.77
<b>THOMPSON, MELISSA (132859)</b>				
THOMPSON PORTRAIT STUDIO	34046830	REC CENTER REFUND	11/29/2021	48.75
Total :				48.75
Total THOMPSON, MELISSA (132859):				48.75
<b>THOMSON REUTERS - WEST (128108)</b>				
	845449748	CLEAR INVESTIGATIONS	12/01/2021	163.77
Total :				163.77
Total THOMSON REUTERS - WEST (128108):				163.77
<b>TRENTHAM, SAMANTHA (132860)</b>				
	8.0250.20	REFUND UTILITY DEPOSIT	12/01/2021	280.89
Total :				280.89
Total TRENTHAM, SAMANTHA (132860):				280.89
<b>UNUM LIFE INSURANCE - LIFE (127935)</b>				
	12121	PREMIUM	12/02/2021	951.56
Total :				951.56
Total UNUM LIFE INSURANCE - LIFE (127935):				951.56
<b>WEDEWARD, BRIANNA (132857)</b>				
	6.0320.39	REFUND UTILITY DEPOSIT	12/02/2021	65.87
Total :				65.87
Total WEDEWARD, BRIANNA (132857):				65.87
<b>WESCO RECEIVABLES CORP (131137)</b>				
WESCO DBA:WESCO/KVA/MODERN	740054	BUSHING COVERS	11/18/2021	481.74

Secondary Name	Invoice	Description	Invoice Date	Total Cost
WESCO DBA:WESCO/KVA/MODERN	740595	ARM PINS	11/19/2021	276.50
WESCO DBA:WESCO/KVA/MODERN	743864	POLE TOP PINS	11/30/2021	386.55
Total :				1,144.79
Total WESCO RECEIVABLES CORP (131137):				1,144.79
<b>WEST PARK HOSPITAL (10500)</b>				
DBA CODY REGIONAL HEALTH	120221	BLOOD DRAW - CASE 20-666	12/02/2021	222.00
Total :				222.00
Total WEST PARK HOSPITAL (10500):				222.00
<b>WHITE, DESIREE (132865)</b>				
	2.1750.18	REFUND UTILITY DEPOSIT	11/22/2021	80.00
Total :				80.00
Total WHITE, DESIREE (132865):				80.00
<b>WOODRING, GABRIELLE (132863)</b>				
	14.2280.27	REFUND UTILITY DEPOSIT	11/30/2021	91.61
Total :				91.61
Total WOODRING, GABRIELLE (132863):				91.61
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)</b>				
WORKERS COMPENSATION DIV	12121	CONTRIBUTIONS	12/02/2021	8,915.34
WORKERS COMPENSATION DIV	12121	PD VOLUNTEERS	12/02/2021	11.61
WORKERS COMPENSATION DIV	12121	REC VOLUNTEERS	12/02/2021	145.13
Total :				9,072.08
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				9,072.08
<b>WYOMING MUNICIPAL POWER AGENCY (10920)</b>				
	122521	POWER PURCHASE - NOV 2021	12/01/2021	291,656.78
	122521	DEMAND PURCHASE - NOV 2021	12/01/2021	303,187.08
Total :				594,843.86
Total WYOMING MUNICIPAL POWER AGENCY (10920):				594,843.86
<b>WYOMING RETIREMENT SYSTEM (10950)</b>				
	217622	CONTRIBUTIONS -	12/13/2021	20,095.44
	217623	CONTRIBUTIONS -	12/13/2021	32,244.15
	217624	CONTRIBUTIONS -	12/13/2021	32,208.97
Total :				84,548.56
Total WYOMING RETIREMENT SYSTEM (10950):				84,548.56
<b>WYOMING SPRINKLER LLC (132861)</b>				
	11929	IRRIGATION BLOWOUT - CHAMBER	11/19/2021	75.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				75.00
Total WYOMING SPRINKLER LLC (132861):				75.00
Grand Totals:				1,360,107.94

Report GL Period Summary

GL Period	Amount
12/21	1,360,107.94
Grand Totals:	1,360,107.94

Vendor number hash: 7555282  
Vendor number hash - split: 18514882  
Total number of invoices: 90  
Total number of transactions: 218

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,360,107.94	.00	1,360,107.94
Grand Totals:	1,360,107.94	.00	1,360,107.94
		Payroll 12/08/21	250,216.25
			1,610,324.19

Report Criteria:

Invoice Detail.Input date = 12/14/2021  
Invoice.Batch = {NOT LIKE} "1"

**ACKNOWLEDGMENT OF  
CONFLICT OF INTEREST  
AND CONSENT  
TO REPRESENTATION**

THE UNDERSIGNED PARTIES, City of Cody, Wyoming, a Wyoming municipal corporation (hereinafter CODY), and, the City of Powell, a Wyoming Municipal corporation, (hereinafter POWELL), hereby acknowledge the disclosure of a conflict of interest as described herein, and consent to representation by the same firm.

The parties understand and acknowledge that the law firm of Copenhagen, Kitchen & Kolpitcke, LLC (hereinafter the LAW FIRM) has represented and provided legal counsel to both CODY and POWELL, and both parties have used the LAW FIRM, as legal counsel. CODY and POWELL intend to enter into an agreement in which POWELL will provide to CODY an electrical inspector to assist CODY with electrical inspections on projects within CODY. The parties understand and acknowledge that the LAW FIRM has a conflict of interest, which prevents it from representing the parties in an adverse transaction. Despite the conflict, the parties waive the conflict of interest, and consent to the LAW FIRM preparing the AGREEMENT based on terms the parties have negotiated.

As part of this waiver of conflict of interest, the parties acknowledge the following:

- a. It would a conflict of interest for the LAW FIRM to represent both parties in this transaction, absent an acknowledgment and written waiver of that conflict of interest.
- b. The parties may use separate, independent legal counsel if they so choose at any time.
- c. The parties understand that ordinarily, the attorney-client privilege protects the confidentiality of communications between an attorney and the client. By consenting to the LAW FIRM representing both parties in this

transaction, the parties understand that the attorney-client privilege will NOT protect their communications with the LAW FIRM, and that information disclosed to the LAW FIRM will be shared with the other party. If a party finds it necessary to divulge information they think is confidential, that party should seek independent counsel.

d. The parties understand that the LAW FIRM'S role as advocate for each party in this transaction, and the LAW FIRM may be less able to offer independent legal advice to each party, and each party will assume responsibility for negotiating the terms and conditions of the sale described in the AGREEMENT.

e. The parties hereby acknowledge the conflict of interest and waive it. The parties agree and consent to the LAW FIRM preparing the AGREEMENT the parties have discussed.

f. The parties understand and acknowledge that in the event any dispute arises between the parties with respect to the agreement, that both parties will have to seek independent counsel, and the LAW FIRM will not be able to represent either party in this transaction.

I understand that I have reviewed the foregoing **ACKNOWLEDGMENT AND WAIVER OF CONFLICT OF INTEREST**, and agree to its terms.

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**CITY OF CODY, WYOMING:**

\_\_\_\_\_  
MATT HALL, MAYOR

Date: \_\_\_\_\_

\_\_\_\_\_  
CYNTHIA D. BAKER, CLERK

**CITY OF POWELL, WYOMING.**

By: \_\_\_\_\_  
JOHN WETZEL, MAYOR

Date: \_\_\_\_\_

\_\_\_\_\_  
CLERK

## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Cody, Wyoming, a municipal corporation, hereinafter referred to as "CODY", and the Governing Body of the City of Powell, Wyoming, a municipal corporation, hereinafter "POWELL".

### **W I T N E S S E T H:**

- a. CODY requires the services of a certified and qualified electrical inspector to inspect ongoing construction projects within CODY to ensure compliance with applicable electrical, building and fire codes; and
- b. POWELL currently employs an electrical inspector who is licensed by the State of Wyoming, and has all required certifications to conduct electrical inspections, and can provide the services CODY requires; and
- c. POWELL is willing to provide an electrical inspector to CODY, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, the parties hereto do agree as follows:

1. POWELL agrees to provide and make available to CODY one electrical inspector who meets the requirements under Wyoming law to conduct electrical inspections of residential, commercial and other building and construction projects in Cody, Wyoming to ensure compliance with applicable electrical codes.

2. The parties hereto agree and understand that said the electrical inspector shall remain at all times an employee of POWELL, and the hiring of said inspector, supervision, control, training, transportation and costs shall be provided by POWELL provided,

however, to the extent necessary to carry out his duties as set forth herein, the electrical inspector will conduct electrical inspections on such projects, properties and buildings as directed by CODY staff. The electric inspector shall provide documentation as required and used by CODY, including, but not limited to the format, forms, materials, software and other systems used by CODY for its inspections. The electric inspector shall report to and work with the City Building Official and Director of Community Development. CODY shall provide access to the electrical inspector to such office staff, materials and equipment as the electrical inspector may need to do the work requested by CODY. Any work performed by the electrical inspector will be deemed to be work performed for and on behalf of CODY.

3. CODY agrees to pay to POWELL the sum of EIGHTY AND NO/100 DOLLARS (\$80.00) per hour for each hour the electric inspector works in CODY, including travel time to and from CODY. In addition, CODY shall compensate POWELL for mileage at \$.56 per mile. POWELL will invoice CODY monthly and CODY agrees to make payment in full to POWELL within 30 days after receipt of each invoice. The invoice will itemize the number of hours worked for CODY.

4. The parties understand that the electrical inspector will primarily be available to work for CODY on Wednesdays from 12:00 noon until 5:00 p.m., or at such other times as the parties may agree. If CODY does not require the electrical inspector for a Wednesday afternoon, or portion thereof, the CODY Community Development office shall so inform the electrical inspector, and he shall return to Powell. The parties understand that there may be other dates and times when CODY may request the services of the



electric inspector, and POWELL will cooperate with such requests to the extent practical, with the understanding that this Agreement will not require the electrical inspector to interfere with or disrupt his work for POWELL.

5. Neither CODY nor POWELL waive their sovereign or governmental immunity by entering into this Agreement, and both parties specifically retain all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. 1-39-104(a).

6. This Agreement shall be effective as of the date it approved and signed by both parties. This Agreement shall terminate upon either party providing written notice to the other party at least fifteen (15) days prior to the date of termination.

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF CODY, WYOMING**

ATTEST:

\_\_\_\_\_  
Matt Hall, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Officer

**CITY OF POWELL, WYOMING**

ATTEST:

\_\_\_\_\_  
John Wetzel, Mayor

\_\_\_\_\_  
Clerk

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

**To be completed by City/County Clerk**

License

Fees

Annual Fee:

\$

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$

Local License #:

Date filed with  
clerk:

Advertising Dates: (2 Weeks)

Hearing Date:

Publishing Fee Direct Billed to Applicant: ☐

License Term:

Month

Day

Year

Through

Month

Day

Year

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

Applicant:

Trade/Business Name (dba):

Building to be licensed/Building Address:

Number &amp; Street

City

State

Zip

County

Local Mailing Address:

Number &amp; Street or P.O. Box

City

State

Zip

Local Business Telephone Number:

Fax Number: ( )

Business E-Mail Address:

**FILING FOR**☐ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Cody☐ COUNTY OF: \_\_\_\_\_**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER \_\_\_\_\_☒ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

Road Grill, LLC Lynn Lampe**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☐ ON-PREMISE ONLY  
(BAR)☐ OFF-PREMISE ONLY  
(PACKAGE STORE)☒ COMBINATION  
ON/OFF PREMISE  
(BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☐ BAR AND GRILL**LIMITED RETAIL (CLUB)**☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL/SPECIAL  
MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS**☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from Janto Dec☐ SEASONAL/PART-TIME

DAYS OF WEEK (e.g. Mon through Sat)

from Mondayto Sunday☐ NON-OPERATIONAL/PARKED

HOURS OF OPERATION (e.g. 10a - 2a)

from 11amto 2am

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)
- (a) **OWN** the licensed building? ☒ YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (i) When the lease expires, located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.  
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- \_\_\_\_\_
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
- If "YES", explain: \_\_\_\_\_
- 

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

---

6. **RESORT LICENSE:**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO
- 

7. **MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
- ☐ BAR AND GRILL ☐ WINERY

- (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
- (Requires wholesale malt beverage license with the Liquor Division)
- 

8. **WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
- ☐ BAR AND GRILL ☐ MICROBREWERY



**9. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

**10. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

**11. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

**12. LIMITED RETAIL (CLUB) LICENSE:****SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

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

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

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

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

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



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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip  <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Joshua Lee White				0 Newly Formed	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Cassandra Lynn White				0 Newly Formed	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

**REQUIRED ATTACHMENTS:**

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

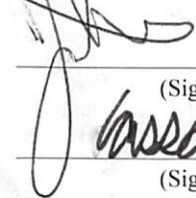
**OATH OR VERIFICATION**

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

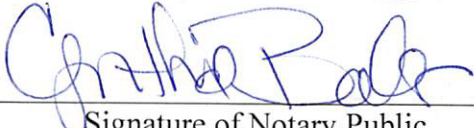
*Under penalty of perjury, and the possible revocation or cancellation of the license,  
I swear the above stated facts, are true and accurate.*

STATE OF WYOMING )  
COUNTY OF Park ) SS.

Signed and sworn to before me on this 29 day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	<u>Josh White</u> (Printed Name)	<u>Member</u> Title
2)	<u>Cassandra White</u> (Signature)	<u>Cassandra White</u> (Printed Name)	<u>Member</u> Title
3)	 (Signature)	 (Printed Name)	 Title
4)	 (Signature)	 (Printed Name)	 Title
5)	 (Signature)	 (Printed Name)	 Title
6)	 (Signature)	 (Printed Name)	 Title

Witness my hand and official seal:

  
Signature of Notary Public



(SEAL) My commission expires: 6/17/2025

November 30, 2021

RoadGrill, LLC dba Geysers on the Terrace  
Lynn M Lampe, owner  
208 N 44<sup>th</sup> St  
Cody, WY 82414

Attn: Cindy Baker

I, Lynn M Lampe, RoadGrill, LLC, do hereby, transfer the ownership of one (1) retail liquor license to Joshua & Cassandra White, Big Sky Partners, LLC upon the sale of Geysers on the Terrace building, located at 525 West Yellowstone Avenue, Cody Wy 82414.

Transfer shall occur upon closing of this sale, dated December 29, 2021 or upon finalization of this sale, whichever occurs first as per notification to the City of Cody.



Lynn M Lampe

Josh and Cassandra White  
Big Sky Partners, LLC dba Geysers on the Terrace  
1301 Stampede Ave #638  
Cody, WY 82414  
11/29/2021


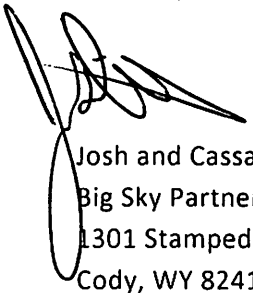
Members of the City Council  
City of Cody  
Cindy Baker, Admin Services Officer  
P.O. Box 2200  
Cody, WY 82414

Dear Members of the City Council:

Please accept for consideration our request for a transfer of the Retail Liquor License from Lynn Lampe of RoadGrill, LLC to Josh and Cassandra White of Big Sky Partners, LLC dba Geysers on the Terrace. We are submitting the permit application along with the supporting documents. We close on the business 12/29/2021. We were informed by the current holder of the liquor license that there is a restriction on the Retail License that prevents packaged liquor sales. We respectfully request that the Retail Liquor License be transferred without this restriction on it.

We appreciate your time in considering our request.

Sincerely,



Josh and Cassandra White  
Big Sky Partners, LLC dba Geysers on the Terrace  
1301 Stampede Ave #638  
Cody, WY 82414

Enclosure



# Geysers on the Terrace

## BUSINESS PLAN

by

**Big Sky Partners, LLC**

Joshua and Cassandra White, Owner/Operators



## EXECUTIVE SUMMARY

Cassandra and Josh White are the new owners of the Geysers at the Terrace in Cody, WY. The ownership date is 12/29/2021 with the first event expected in mid-January 2022. Cassandra and Josh both have extensive experience in restaurants and operations management. Most recently they owned and operated five restaurants in North Carolina. Seeking a change for their children and wanting to be closer to family, we have relocated to Cody and are thrilled to own and operate “The Terrace” as it is known locally.

You will see in this plan that we wish to bring new energy and different business approaches to bring in more revenue to the area through hosting events and community outreach that will forever make our mark on the City of Cody.

As for employment, we would like to grow the business to have an estimated 10+ employees that would be made up of full time, part time, and seasonal staff.

Some of our ideas include partnering with local businesses and trade organizations to host events and fundraisers at our facility. Eventually we would also like to transform an area of The Terrace to entertain customers for evening cocktail hours with desserts prepared on site with a speak-Easy feel. We currently do not have any plans on restarting a full service or the catering kitchen concept that is currently in place.

Regarding the Retail Liquor License, we respectfully ask the City Council that the liquor license be transferred to us so we can continue to provide an enjoyable and safe environment for our clients to celebrate a myriad of events. We also respectfully ask the City Council to remove the restriction for prepackaged liquor and allow us the use of the full Retail Liquor License.

## COMPANY DESCRIPTION

Big Sky Partners, LLC is solely owned and operated by Joshua L. White and Cassandra L. White. We are a husband-and-wife team that have been working together for 12 years. Our previous business venture was owning and operating five quick serve management restaurants back east. Wanting a change from that business model and to be closer to family, we are relocating to Cody.

Cassandra will be the person responsible for organizing/planning events, creative management, and public relations. Josh will focus primarily on the financials, physical plant, and management of the staff.

We plan to be very hands on as this is the only way we feel any business will be successful. We look forward to joining the small business community of Cody, WY.

## MARKET ANALYSIS

Yes, we are new to living in the area, but we have been visitors since Cassandra was 12 to visit family. We feel we have a good sense of the 'Cody' lifestyle and have done considerable research on the market. We feel that there is an opportunity for a social lounge, an upscale experience nightlife at the Terrace. The vision for The Terrace is to blend into Cody while providing a more western elegance nightlife experience specializing in an extensive wine menu, tasty cocktails, and a healthy selection of draft beer.

We plan to target locals and tourists who would like to socialize and drink in an upscale establishment. Of course, we plan to continue to host weddings, celebrations of life, and corporate functions but we feel there is much more available in regard to live music and a World-Famous Cody Rodeo After Party!

Our biggest challenge will be to get the word out and generate new news for The Terrace. We will utilize social media and print media to communicate the new and exciting themed events at the Terrace. Imagine themed bashes throughout the year: A Halloween Party at the Terrace! A 20's themed Prohibition Party in January! What about a New Year's Eve Bash? We also want to host smaller get togethers aimed at the locals: Paint & Pints, cooking classes, and a 'Parents Night Out,' providing a movie and pizza for a few hours to let parents have a date night. We want the entire community to be asking, "What are those crazy kids planning next?"

## PRO FORMA FINANCIALS

When analyzing the sales package for Geysers on the Terrace, we realized that the financials were not as strong as we think they could be. The previous owner only operated the business as they wanted to due to the desire to retire in the near future. We see a potential upside to the business once we get it off the ground fully. The following income statement should only be taken as a potential forecast as we were provided very little financials for the history of the business.

MEETING DATE:	DECEMBER 21, 2021
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **The Final Plat of the Musser-Beacon Hill Commercial Subdivision**

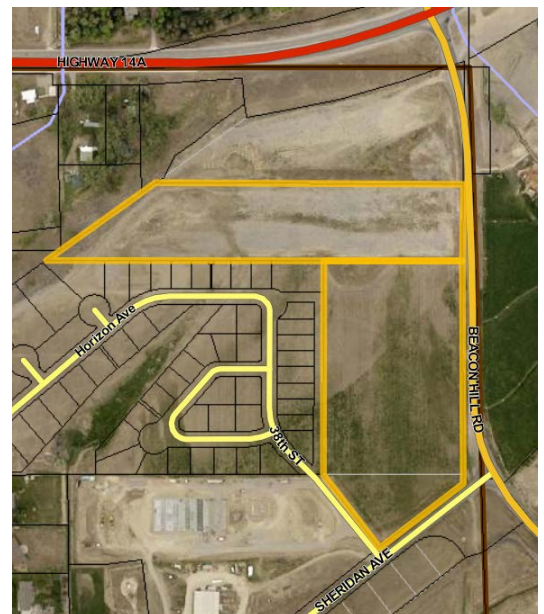
#### **ACTIONS TO BE TAKEN**

Approve the final plat of the Musser-Beacon Hill Commercial Subdivision, subject to conditions of approval.

#### **SUMMARY**

Harold Musser has submitted the final plat application for a 6-lot subdivision located on the west side of Beacon Hill Road, north of Sheridan Avenue. The zoning of the property is Open Business/Light Industrial (D-3). The property is currently vacant.

The subdivision ordinance requirements were reviewed with the preliminary plat approval. Variances were granted to the alley, block length, and improvement district requirements at the time of the preliminary plat review. The conditions of the preliminary plat approval are noted below, with the status of each, as updated since the report to the Planning and Zoning Board was issued. The final plat, and a preliminary plat showing the utilities, are attached. The final plat is relatively straightforward with the exception of disputed situations involving the lack of a water line easement and how it relates to fire hydrant locations and coverage.



#### **Status of Preliminary Plat Conditions:**

1. *Access for Lots 2 and 3 is limited to the 50' by 50' access easement. Add a note to the final plat indicating these restrictions.*  
Status: Met—note added.
2. *The Public Use Area requirement is delayed until such time, if ever, that residential development is proposed, and shall be in the form of cash-in-lieu. Calculations shall be made for the lot proposed for residential development, based on the land value and City code requirements then in effect. Add a note to this effect on the final plat.*  
Status: Met—note added.
3. *With the final plat application, provide an irrigation water distribution plan and approval of the plan by the irrigation district.*  
Status: Met—water distribution plan and approval certificate are attached.

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

4. *With the final plat, provide verification from Cody Canal that they consent to the vacation of the drainage easement and irrigation easement.*

Status: Met—Cody Canal did not express that they were in opposition to the vacation, and affected properties are planning to sign the consent statements on the final plat.

5. *Develop a plan for installation of the additional hydrant with the fire marshal. Submit the agreed upon plan with the final plat application. The hydrant must be installed prior to development on the affected lot(s) that rely on the hydrant to meet code.*

*(The following summary has been updated significantly from the report to Planning and Zoning Board, at the direction of the fire marshal.)*

Status: Not met by applicant. The applicant took no action to develop a plan for fire hydrant installation with the fire marshal.

In the staff report to the Planning and Zoning Board it was acknowledged by Planning staff that, “due to the potential variety of placement, number, and required flow rates, the details of the hydrant situation are not able to be fully determined at this time. It may be as simple as extending a hydrant along the common lot line of Lot 3 or 4, out to near Beacon Hill Road, or as complex as looping that hydrant line back to the hydrant at the northeast corner of the plat. As installation is not required until a building permit is desired, it is proposed to address the requirement by the language of Note 4 on the plat”, which note is to that effect.

Technically, a variance would need to be granted to City Code 11-5-1(I), in order to follow that path to allow the fire hydrant plan to be developed at the time of the building permits (after approval of the final plat).

However, the fire marshal has come back demanding that the fire hydrant plan be developed and approved now, as specified by the subdivision ordinance. If the fire hydrant plan needs to be changed in the future, there remains that potential until it is installed. Following this path to specify and approve the fire hydrant plan now would still allow installation to be delayed until a building permit was desired on Lots 3, 4 or 5. Lots 1, 2 and 6 already have adequate fire hydrants. Under this scenario (getting approval of the fire hydrant plan) a variance would not be necessary.

The fire marshal proposes the following for the fire hydrant plan (some details added by City Planner):

- a) Move the hydrant on Lot 6 that is about 200’ west of Beacon Hill Road to be located next to Beacon Hill Road (10” water main is already in place, only the hydrant assembly needs to be moved).
- b) Install a water main from the end of the 10” line at the northeast corner of Lot 6, directly south to a point either 10’ north or 10’ south of the common lot line between Lots 3 and 4, and place a fire hydrant assembly next to Beacon Hill Road at this location;
- c) Extend the water main from near the common east corner of Lots 3 and 4, to the west, parallel to the common lot line of Lots 3 and 4, tie it into the water main in the alley of “The Landing” subdivision (or the nearest 6” stub under the alley if sufficient fire flow is provided to satisfy the fire marshal, as demonstrated by water modeling software).

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

- d) Water main sizes shall be determined through water model analysis, to provide fire flow rates as required by the fire marshal, and in consultation with Public Works.

In order to satisfy Public Works, the water mains and fire hydrants shall be granted to the City for ownership and maintenance, and shall be provided with 20-foot-wide easements to the City of Cody, all at no cost to the City.

Item "c", about tying the water main extension back into the water main in The Landing subdivision, would provide a looped system, which maximizes fire flow and avoids stagnant, dead-end lines. However, if water modeling shows it unnecessary to accomplish industrial level fire flow, and WY DEQ otherwise accepts the water main layout, planning staff would think that segment could be eliminated from the plan. (This statement is being made without the benefit of input from Public Works.) If it is eliminated, the rest of the fire marshal plan actually results in a slightly shorter length of total water main than what the developer would otherwise have to install if extending a line from the main in The Landing alley out to Beacon Hill Road, where the Fire marshal is requiring the hydrant to be placed (405' versus 438').

Compliance with item "a" and the granting of the water main, fire hydrant, and associated easement to the City of Cody would be sufficient to allow a building permit to be released on Lot 5. All remaining items, and the granting of the water main, hydrant and associated easement would need to be completed and granting of those sections of before a building permit could be released on Lots 3 and 4.

The applicant may view these items as additional requirements. In effect, it is simply complying with Condition #5 of the preliminary plat review, and reflects information collected from the fire marshal and Public Works.

One benefit of following the fire marshal recommendation is that it is anticipated that his design will result in a situation that will provide the best reasonably-achievable fire flow rates, which are expected to be in the range of what is preferred for industrial areas. Another benefit of this scenario is that the plan is known before the lots are created and any purchaser will know exactly what is required, so that no individual lot owner gets hit with a "surprise" requirement after they purchase a lot, or is forced to negotiate easement or other rights to connect to existing water mains located off of their lot. Furthermore, the hydrant layout would comply with City Code 11-5-1(I), resulting in hydrants spaced roughly 400 and 500 feet apart along the property frontages, which may also be sufficient to provide fire hydrant coverage to the lot north of this subdivision. The hydrants would be located where they are the most accessible, and therefore have the most public benefit.

6. *Make the corrections/edits to the preliminary plat noted in the staff report, and carry them forward to the final plat.*

Status: Met.

7. *The final plat application and construction documents shall otherwise comply with the City subdivision ordinance. Include a title report/search to verify that all applicable easements and other encumbrances are identified.*

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

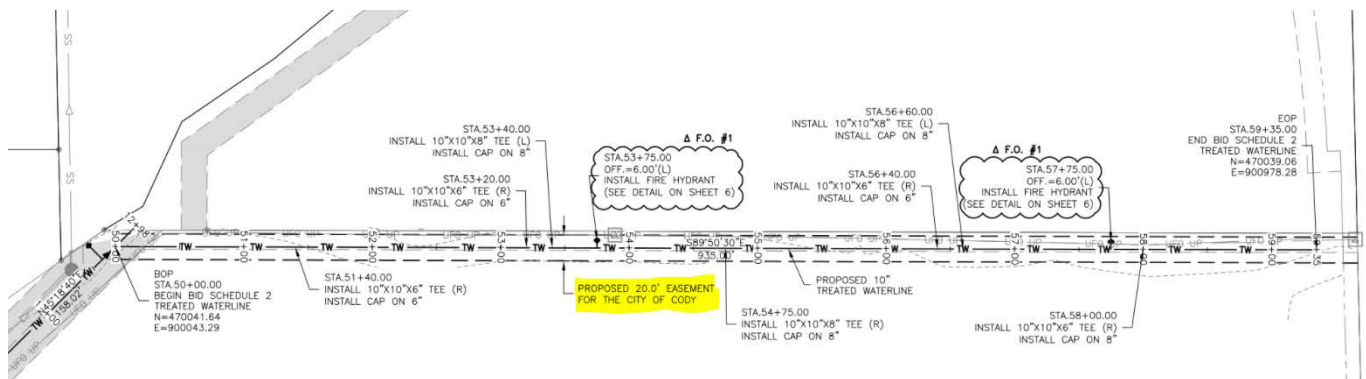
Status: Met—title report was provided and reviewed. The final plat was reviewed and appears accurate except as noted in #2 below.

Other:

1. It is noted for documentation purposes that the water and sewer tap and connection fees are not being collected with the final plat, but will need to be paid in the future based on the tap sizes requested. A note to this effect should be added to the final plat.
2. *(The following issue would be resolved by granting the water main, hydrant, and easement for the required water main/ fire line along the north end of Lot 6, as discussed in #5 above.)*  
The preliminary plat and final plat indicate a 15-foot utility easement (Doc #2016-4062) that appeared to capture the pre-existing water line that runs along the north side of Lot 6, in the area north of Lot 5. However, in reviewing the title report that was submitted with the final plat, it was discovered that the written language in that document only mentions electric lines—although its exhibit does have the 15' labeled as "utility easement". Due to the unclear situation in Document 2016-4062, and that we were relying on the label of "utility easement" shown on the preliminary plat, staff believed it would be appropriate to require a utility easement to be added to the final plat for the waterline in this area to resolve the unclear situation. As there are believed to be 3<sup>rd</sup> party dry utilities in that same area, it would be appropriate that the easement be a standard public utility easement, as opposed to an easement for water only.

Typically, a water main located outside of the street right-of-way is provided with a 20-foot-wide easement, centered on the main (10' to each side). In this case, that would put the south edge of the easement at 25 feet off the north property line of Lot 6. City staff requested such an easement be added to the final plat, but the applicant has resisted. Without the easement, the line cannot be properly maintained by the City, and as a dead-end water line it is subject to stale water issues that can affect the entire City's public water supply to which it is connected.

Further research conducted after the Planning and Zoning meeting confirmed staff's understanding that the water line along the north end of Lot 6, north of Lot 5, was to be turned over to the City and granted a City easement, but that the developer and his engineering firm did not fulfil their obligation by preparing and granting such easement in the disputed area. This is most clearly depicted by the construction plans for the water line that show a 20' wide water line easement to be granted to the City of Cody. The following "snip" is from the as-built plans signed October 1, 2018.



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

### **ALTERNATIVES:**

1. Table the application to allow the applicant to negotiate with the fire marshal about the fire hydrant plan (a.k.a. Wait for compliance with preliminary plat condition #5).
2. Approve the final plat, subject to conditions.
3. Deny the final plat due to non-compliance with any condition of preliminary plat approval.

### **MOTION RECOMMENDED BY PLANNING AND ZONING BOARD:**

The Board recommended "approval of the final plat to the City Council with consideration of an easement allowing for maintenance and fire use on that water line (segment north of Lot 5) as approved through easement documents (an easement documented for maintenance and fire use only)."

The Planning and Zoning Board lacked the documentation about the construction plans and easement noted just above (bottom of page 4), and believed it appropriate to allow a restricted easement to be granted on the segment of waterline north of Lot 5, in which the City would be able to maintain the line and utilize the fire hydrant, but not have full right of ownership. They did not specify who would own the line, but were attempting to assign responsibility to the City to maintain it. Public Works is adamant that if the City is going to have responsibility to maintain the line, that they have full right of ownership.

The Board was persuaded by Mr. Musser that the City or anyone else wanting to connect onto the water main he installed should not be able to do so without his permission (and financial reimbursement). The restricted easement was Mr. Musser's idea of how to accomplish this.

The next several pages could be filled with information on reimbursement agreements, how Wyoming apparently lacks any state statute that specifically authorizes municipalities to use reimbursement agreements, how reimbursement agreements pertain to properties along a utility extension—not off the end of a utility extension, how affected property owners that may be subject to reimbursement must participate in the process of forming reimbursement areas, how reimbursement agreements are to be developed prior to installation of the associated infrastructure (not after), that they are time-limited (typically 10-20 years) as opposed to perpetual, and that general public benefits from infrastructure improvements are not reimbursable. Yet, the matter is greatly simplified by rejecting any compromise to the subdivision and fire code standards, and just applying the rules.

The conditions of the Planning and Zoning Board recommendation are outdated, if the Council accepts the Fire Marshal's fire hydrant plan as the plan authorized for the subdivision, and easements are granted for City ownership and maintenance of the water mains as demanded by Public Works.

One additional note. The Board was so focused on getting the restricted easement portion of the recommendation put together that they forgot about an addition recommended condition, which was to add a disclosure note to the final plat to the following effect: "Utility tap and connection fees have not been collected at the time of this plat, as the fees will be based on the sizes of connections needed for the specific development. Applicable utility fees will need to be paid no later than at the time of the building permit for each lot." Whatever is decided about easements and the fire hydrant plan, the above condition should be included in the motion.

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



**STAFF RECOMMENDED MOTION:**

(Updated to incorporate the Fire Marshal's fire hydrant plan, a requirement that all water mains are to be owned by the City of Cody, and the note that the Board forgot.)

Approve the fire marshal's plan for the fire hydrant system, subject to applicable engineering design and Public Works and WY DEQ review; and, approve the final plat of the Musser—Beacon Hill Commercial Subdivision subject to the following conditions:

1. The developer is responsible to provide engineering design and ensure completion of the fire hydrant plan to City standards, including the following requirements:
  - a) Move the hydrant on Lot 6 that is about 200' west of Beacon Hill Road to be located next to Beacon Hill Road (10" water main is already in place, only the hydrant assembly needs to be moved).
  - b) Install a water main from the end of the 10" line at the northeast corner of Lot 6, directly south to a point either 10' north or 10' south of the common lot line between Lots 3 and 4, and place a fire hydrant assembly next to Beacon Hill Road at this location;
  - c) Extend the water main from near the common east corner of Lots 3 and 4, to the west, parallel to the common lot line of Lots 3 and 4, tie it into the water main in the alley of "The Landing" subdivision (or the nearest 6" stub under the alley if sufficient fire flow is provided to satisfy the fire marshal, as demonstrated by water modeling software). However, if water modeling shows this segment is unnecessary to accomplish industrial level fire flow, and WY DEQ otherwise accepts the water main layout, this segment may be eliminated from the plan.
  - d) Water main sizes shall be determined through water model analysis, to provide fire flow rates as required by the fire marshal, and in consultation with Public Works.
  - e) The water mains and fire hydrants shall be granted to the City for ownership and maintenance, and shall be provided with 20-foot-wide easements to the City of Cody, all at no cost to the City.

Completion of the above requirements must occur such that items "a" and "e" occur prior to issuance of a building permit for development on Lot 5, and all five items are completed prior to issuance of a building permit for development on Lots 3 and 4.
2. Add a disclosure note to the final plat to the following effect: "Utility tap and connection fees have not been collected at the time of this plat, as the fees will be based on the sizes of connections needed for the specific development. Applicable utility fees will need to be paid no later than at the time of the building permit for each lot."
3. To disclose the fire hydrant plan/requirement to potential lot owners, include the following note, or similar, on the final plat: "Prior to issuance of a building permit for development on Lots 3, 4 and 5, water mains and fire hydrants shall be installed by the developer at his/her full expense according to the approved fire hydrant plan."
4. The engineering for the fire hydrant plan must be completed and approved by Public Works and WY DEQ prior to the mayor signing the final plat. (*Note: Written based on subdivision ordinance requirements. If timing creates an issue, it can be discussed.*)

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

**ATTACHMENTS:**

Final Plat

Preliminary Plat with original utility plan

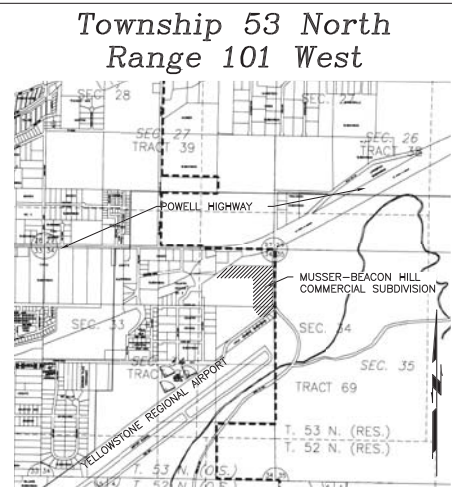
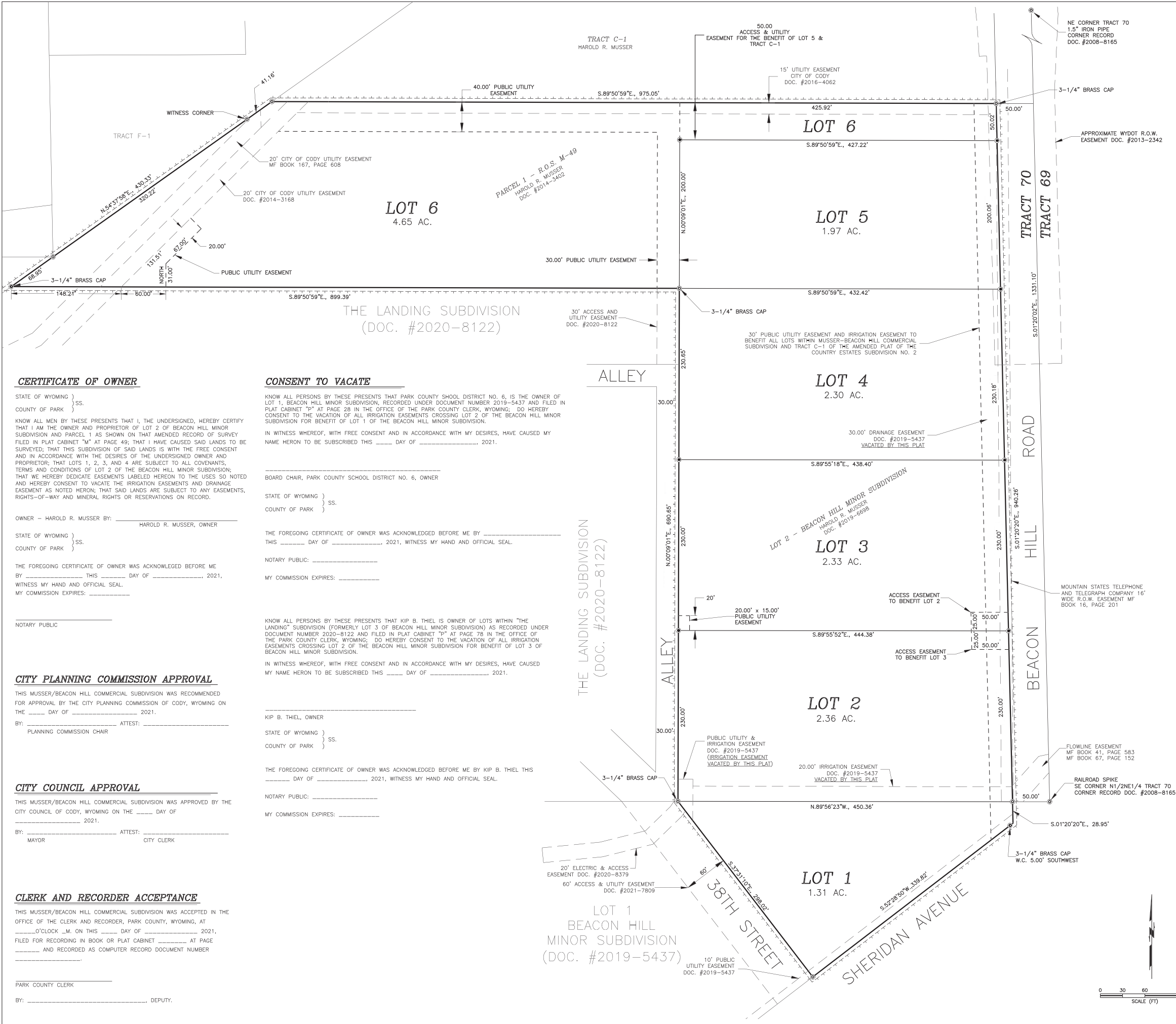
Easement Doc. 2016-4062

Water (irrigation) distribution plan

Cody Canal District email

Fire Marshal email

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2021\SUB2021-02 MUSSER\STAFF REPORTS\AGENDA SUMMARY MUSSER BEACON HILL.DOCX



**LOCATION MAP**  
SCALE: 1" = 2000'

**LEGEND**

- FOUND 2" DIA. ALUMINUM CAP, UNLESS OTHERWISE NOTED.
- SET 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR.

--- BEACON HILL MINOR SUBDIVISION BOUNDARY  
--- EASEMENT CREATED BY THIS PLAT  
--- EXISTING EASEMENT

- NOTES**
- BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
  - TOTAL SUBDIVISION ACREAGE = 14.93 ACRES.
  - NO FLOOD AREAS OR WETLANDS OBSERVED ONSITE.
  - FIRE LINES AND HYDRANTS REQUIRED BY THE FIRE MARSHAL OR CITY BUILDING PERMIT REVIEW SHALL BE INSTALLED BY THE DEVELOPER TO CITY STANDARDS IN CONJUNCTION WITH DEVELOPMENT ON ANY LOT THAT REQUIRES IT.
  - ACCESS FOR LOTS 2 AND 3 IS LIMITED TO THE 50' BY 50' ACCESS EASEMENT SHOWN HEREON, UNLESS OTHERWISE AUTHORIZED BY THE PUBLIC WORKS DIRECTOR.
  - THE CITY PUBLIC USE AREA REQUIREMENT (CITY CODE 11-5-1(N)), IS DELAYED UNTIL SUCH TIME, IF EVER, THAT RESIDENTIAL DEVELOPMENT IS PROPOSED. CALCULATIONS SHALL BE MADE FOR THE LOT PROPOSED FOR RESIDENTIAL DEVELOPMENT, BASED ON THE LAND VALUE AND CITY CODE REQUIREMENTS THEN IN EFFECT.

**LAND USE**

LOT 1-6 : VACANT  
CURRENT ZONING: D3  
TOTAL ACREAGE = 14.94 AC

**VARIANCES REQUESTED**

- NO ALLEYS ARE REQUIRED FOR THIS SUBDIVISION.
- CITY ORDINANCE 11-4-2 (Q): A VARIANCE TO THE REQUIREMENT FOR CURB, GUTTER, SIDEWALKS ALONG THE SUBDIVISION FRONTAGE OF BEACON HILL ROAD AND SHERIDAN AVENUE IS HEREBY REQUESTED.

**CERTIFICATE OF SURVEYOR**

I, LYLE J. CASCIATO, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, AND FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED UNDER MY DIRECTION; AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.

**FINAL PLAT**  
**MUSSER-BEACON HILL**  
**COMMERCIAL SUBDIVISION**  
BEING A SUBDIVISION OF

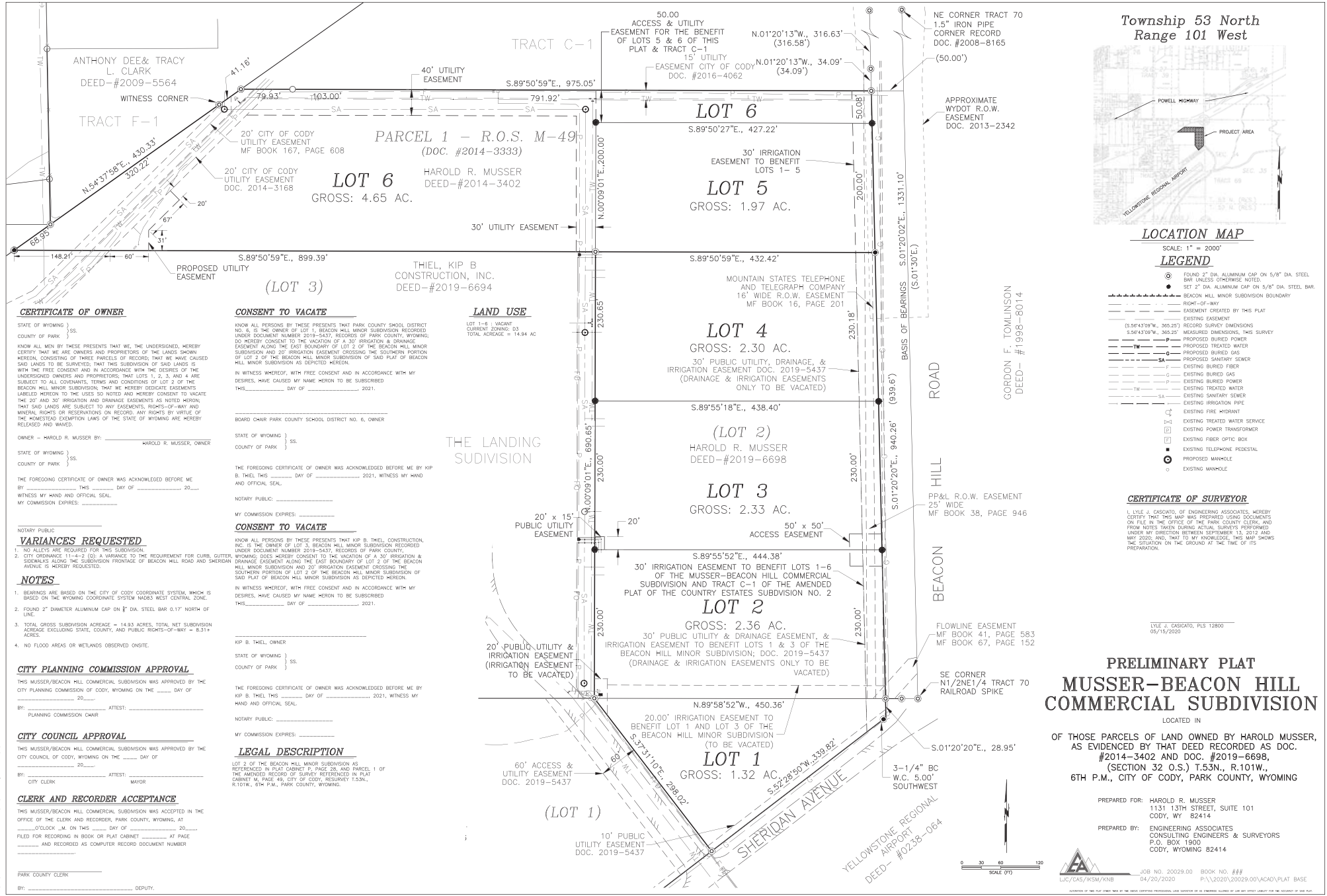
LOT 2 OF BEACON HILL MINOR SUBDIVISION AND PARCEL 1 AS SHOWN ON THAT AMENDED RECORD OF SURVEY FILED IN PLAT CABINET "M" AT PAGE 49, WITHIN TRACT 70, RESURVEY T.53N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: HAROLD R. MUSSER  
1131 13TH STREET, SUITE 101  
CODY, WY 82414

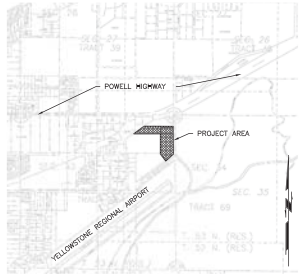
PREPARED BY: ENGINEERING ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
P.O. BOX 1900  
CODY, WYOMING 82414

JOB NO. 20029.00  
12/9/21  
P:\2020\20029.00\ACAD\PLAT BASE

ALTERNATION OF THIS PLAT OTHER THAN BY THE ABOVE CERTIFYING PROFESSIONAL LAND SURVEYOR OR AS OTHERWISE ALLOWED BY LAW MAY INFLICT LIABILITY FOR THE ACCURACY OF SAID PLAT.



Township 53 North  
Range 101 West



LOCATION MAP

SCALE: 1" = 200'

LEGEND

- FOUND 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR UNLESS OTHERWISE NOTED.
- SET 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR.
- BEACON HILL MINOR SUBDIVISION BOUNDARY
- EASEMENT CREATED BY THIS PLAT
- EXISTING EASEMENT
- RECORD SURVEY DIMENSIONS
- PROPOSED BURIED GAS
- PROPOSED BURIED POWER
- PROPOSED TREATED WATER
- PROPOSED BURIED GAS
- PROPOSED SANITARY SEWER
- EXISTING BURIED FIBER
- EXISTING BURIED GAS
- EXISTING TREATED WATER
- EXISTING SANITARY SEWER
- EXISTING IRRIGATION PIPE
- EXISTING FIRE HYDRANT
- EXISTING TREATED WATER SERVICE
- EXISTING POWER TRANSFORMER
- EXISTING FIBER OPTIC BOX
- EXISTING TELEPHONE/PEDESTAL
- PROPOSED MANHOLE
- EXISTING MANHOLE

CERTIFICATE OF SURVEYOR

I, LYLE J. CASICATO, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS OR FILE IN THE OFFICE OF THE PARK COUNTY CLERK, AND FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED UNDER MY DIRECTION DURING THE MONTHS OF APRIL AND MAY 2020; AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.

LYLE J. CASICATO, PLS 12800  
05/15/2020

PRELIMINARY PLAT  
MUSSER-BEACON HILL  
COMMERCIAL SUBDIVISION

LOCATED IN  
OF THOSE PARCELS OF LAND OWNED BY HAROLD MUSSER,  
AS EVIDENCED BY THAT DEED RECORDED AS DOC.  
#2014-3402 AND DOC. #2019-6698,  
(SECTION 32 O.S.) T.53N., R.101W.,  
6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: HAROLD R. MUSSER  
1131 13TH STREET, SUITE 101  
CODY, WY 82414  
PREPARED BY: ENGINEERING ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
P.O. BOX 1900  
CODY, WYOMING 82414



JOB NO. 20029.00 BOOK NO. ###  
04/20/2020 P:\2020\20029.00\ACAD\PLAT BASE

APPROVED BY THE PLAT OWNER: [Signature]

CERTIFICATE OF OWNER

STATE OF WYOMING }  
COUNTY OF PARK } SS.  
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE OWNERS AND PROPRIETORS OF THE LANDS SHOWN HEREON, CONSISTING OF THREE PARCELS OF RECORD, THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED, THAT THIS SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, THAT LOTS 1, 2, 3, AND 4 ARE SUBJECT TO ALL COVENANTS, TERMS AND CONDITIONS OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION, THAT WE HEREBY DEDICATE EASEMENTS LABELED HEREON TO THE USERS SO NOTED AND HEREBY CONSENT TO VACATE THE 20' AND 30' IRRIGATION AND DRAINAGE EASEMENTS AS NOTED HEREON; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORD, ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.  
OWNER - HAROLD R. MUSSER BY: \_\_\_\_\_ HAROLD R. MUSSER, OWNER  
STATE OF WYOMING }  
COUNTY OF PARK } SS.  
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME  
BY: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
VARIANCES REQUESTED

- NO ALLEYS ARE REQUIRED FOR THIS SUBDIVISION.
- CITY ORDINANCE 11-4-2 (C) A VARIANCE TO THE REQUIREMENT FOR CURB, GUTTER, SIDEWALKS ALONG THE SUBDIVISION FRONTAGE OF BEACON HILL ROAD AND SHERIDAN AVENUE IS HEREBY REQUESTED.

NOTES

- BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
- FOUND 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR 0.17" NORTH OF LINE.
- TOTAL GROSS SUBDIVISION ACRES = 14.93 ACRES, TOTAL NET SUBDIVISION ACRES EXCLUDING STATE, COUNTY, AND PUBLIC RIGHTS-OF-WAY = 8.31+ ACRES.
- NO FLOOD AREAS OR WETLANDS OBSERVED DURING.

CITY PLANNING COMMISSION APPROVAL

THIS MUSSER/BEACON HILL COMMERCIAL SUBDIVISION WAS APPROVED BY THE CITY PLANNING COMMISSION OF CODY, WYOMING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
PLANNING COMMISSION CHAIR

CITY COUNCIL APPROVAL

THIS MUSSER/BEACON HILL COMMERCIAL SUBDIVISION WAS APPROVED BY THE CITY COUNCIL OF CODY, WYOMING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
CITY CLERK MAYOR

CLERK AND RECORDER ACCEPTANCE

THIS MUSSER/BEACON HILL COMMERCIAL SUBDIVISION WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
FILED FOR RECORDING IN BOOK OR PLAT CABINET \_\_\_\_\_ AT PAGE \_\_\_\_\_ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER \_\_\_\_\_

PARK COUNTY CLERK  
BY: \_\_\_\_\_ DEPUTY.

CONSENT TO VACATE

KNOW ALL PERSONS BY THESE PRESENTS THAT PARK COUNTY SCHOOL DISTRICT NO. 6 IS THE OWNER OF LOT 1, BEACON HILL MINOR SUBDIVISION RECORDED UNDER DOCUMENT NUMBER 2019-5437, RECORDS OF PARK COUNTY, WYOMING; DO HEREBY CONSENT TO THE VACATION OF A 30' IRRIGATION & DRAINAGE EASEMENT ALONG THE EAST BOUNDARY OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION AND 20' IRRIGATION EASEMENT CROSSING THE SOUTHERN PORTION OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION OF SAID PLAT OF BEACON HILL MINOR SUBDIVISION AS DEPICTED HEREON.  
IN WITNESS WHEREOF, WITH FREE CONSENT AND IN ACCORDANCE WITH MY DESIRES, HAVE CAUSED MY NAME HEREON TO BE SUBSCRIBED.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BOARD CHAIR PARK COUNTY SCHOOL DISTRICT NO. 6, OWNER

STATE OF WYOMING }  
COUNTY OF PARK } SS.

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY KIP B. THIEL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CONSENT TO VACATE

KNOW ALL PERSONS BY THESE PRESENTS THAT KIP B. THIEL, CONSTRUCTION, INC. IS THE OWNER OF LOT 3, BEACON HILL MINOR SUBDIVISION RECORDED UNDER DOCUMENT NUMBER 2019-5437, RECORDS OF PARK COUNTY, WYOMING; DOES HEREBY CONSENT TO THE VACATION OF A 30' IRRIGATION & DRAINAGE EASEMENT ALONG THE EAST BOUNDARY OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION AND 20' IRRIGATION EASEMENT CROSSING THE SOUTHERN PORTION OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION OF SAID PLAT OF BEACON HILL MINOR SUBDIVISION AS DEPICTED HEREON.  
IN WITNESS WHEREOF, WITH FREE CONSENT AND IN ACCORDANCE WITH MY DESIRES, HAVE CAUSED MY NAME HEREON TO BE SUBSCRIBED.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

KIP B. THIEL, OWNER

STATE OF WYOMING }  
COUNTY OF PARK } SS.

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY KIP B. THIEL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

LEGAL DESCRIPTION

LOT 2 OF THE BEACON HILL MINOR SUBDIVISION AS REFERENCED IN PLAT CABINET P, PAGE 28, AND PARCEL 1 OF THE AMENDED RECORD OF SURVEY REFERENCED IN PLAT CABINET M, PAGE 49, CITY OF CODY, RESURVEY T.53N., R.101W., 6TH P.M., PARK COUNTY, WYOMING.

LAND USE

LOT 1-6 1 VACANT  
CURRENT ZONING: R3  
TOTAL ACRES = 14.94 AC

THE LANDING  
SUBDIVISION

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **HAROLD R. MUSSER**, hereinafter called GRANTOR for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the **CITY OF CODY**, and their successors hereinafter referred to as GRANTEE, a perpetual non-exclusive easement to construct, modify, maintain, install, operate, maintain, renew, remove and replace its electrical service lines and all other appurtenant facilities, as Grantee may require upon, over, under and across the following described property situated in the County of Park, State of Wyoming, which Grantor owns or in which Grantor has an interest to wit:

Location of said easement is shown on Exhibit A, which by reference is attached hereto and made a part hereof.

1. Grantor further conveys to the Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance installation, reinforcement, repair, removal, over and across Grantor's lands with the right to clear and keep clear all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

2. It is understood and acknowledged by GRANTOR that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on GRANTEE. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents, and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents and employees, except as such as are set forth herein.

3. Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

4. GRANTOR herein agrees not to reduce or increase the grade within the easement area by more than one (1) foot or knowingly permit any party other than GRANTEE to reduce or increase such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the easement, GRANTOR shall inform the other party of the existence of the easement and the requirement for providing access to the easement.

5. This easement grants a non-exclusive right and shall not limit the rights of the GRANTOR to use the easement for any other purpose so long as it does not interfere with any use by GRANTEE. This easement is subject to any previous right-of-way or grant on the described property.

6. The electrical facilities being placed across the Grantor's property will be buried excepting for those facilities, such as cabinets, fuses, and switches, necessary to the operation of the electrical facilities.

7. Grantee agrees to populate the conduit installed within the easement area with 500 MCM wire and to install two sectionalizing cabinets and one fuse cabinet within the easement area.

8. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, and successors and shall run with the land in perpetuity.



DATED this 10<sup>th</sup> day of August, 2016

By: Harold R. Musser

STATE OF Wyoming

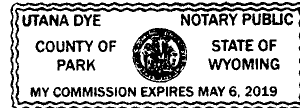
COUNTY OF Park

SS. \_\_\_\_\_

The foregoing instrument was acknowledged before me by

Harold R. Musser,

this 10<sup>th</sup> day of August, 2016



WITNESS my hand and official seal. Utana Dye

(SEAL)

My commission Expires: May 6, 2019



2016-4062 Park County WY 8/16/2016 11:25 AM Fees: \$18.00

Pg: 2 of 3

TRACT 99  
TRACT 70

16' WIDE UTILITY EASEMENT TO QUEST (DOC. NO 2013-6237)

25' WIDE UTILITY EASEMENT

TRACT F1 OF THE AMENDED PLAT OF TRACT C AND A PORTION OF TRACT F OF COUNTRY ESTATES SUBDIVISION NO. 2

16' WIDE UTILITY EASEMENT TO QUEST (DOC.NO 2013-6237)

RIGHT-OF-WAY EASEMENT TO PARK COUNTY (DOC. NO 2013-2340)

385.80'

COUNTY ROAD 3CX

TRACT 70

N1°17'24"W-635.64'

234.85'

15.00'

15' WIDE UTILITY EASEMENT TO BENEFIT THE CITY OF CODY

TRACT C1 OF THE AMENDED PLAT OF TRACT C AND A PORTION OF TRACT F OF COUNTRY ESTATES SUBDIVISION NO. 2

20' WIDE UTILITY EASEMENT TO BENEFIT THE PARCEL OF LAND DESCRIBED IN DOC. NO 2014-3402 CURRENTLY OWNED BY HAROLD R. MUSSER AND THE CITY OF CODY

N89°50'30"W-975.38'  
(S89°58'02"W-975.06')  
895.36'

S58°50'30"E-941.84'

S45°16'15"W  
21.25'

31.04'

48.98'

A PORTION OF TRACT F, COUNTRY ESTATES SUBDIVISION NO. 2

S54°35'47"W  
41.11'  
(N54°25'35"E  
41.24')

CITY OF CODY UTILITY EASEMENT (DOC. NO 2014-3168)

CITY OF CODY UTILITY EASEMENT (MF. BK. 167 PG. 608)

(S1°16'50"E-271.51')

**PARCEL 1**

6.62± AC

HAROLD R. MUSSER  
(DOC. NO 2014-3402)

EXISTING DRAINAGE AND DETENTION POND EASEMENTS OVER PARCEL 1 ARE NOT SHOWN HEREON, BUT CAN BE FOUND ON RECORD OF SURVEY RECORDED IN PLAT CABINET M, PAGE 15, PARK COUNTY, WYOMING.

LOT LINE	_____
CITY LIMITS LINE	---/---/---/---/---/---/---/---
EASEMENT DEDICATED TO THE CITY OF CODY THIS SURVEY	=====
EASEMENT OF RECORD	-----
RIGHT-OF-WAY LINE	-----
FOUND ALUMINUM CAP	●
FOUND HWY MONUMENT	△
CALCULATED POINT NOT SET	○
MEASURED DATA	N55°45'56"W-113.83'
RECORD DATA TAKEN FROM PLAT OF COUNTRY ESTATES SUBDIVISION NO. 2	(N01°14'15"W-255.98')

BEING AN EASEMENT FOR UTILITY PURPOSES LYING WITHIN THE N1/2NE1/4 OF TRACT 70,  
RESURVEY, T.53N., R.101W., 6TH P.M., PARK COUNTY, WYOMING, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

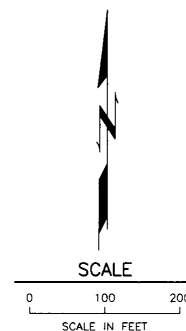
COMMENCING AT A FOLD ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF PARCEL 1 OF THE AMENDED RECORD OF SURVEY RECORDED IN PLAT CABINET M, PAGE 49, IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER; THENCE N.11°17'24"W., ALONG THE EAST LINE OF SAID PARCEL 1, 249.85 FEET, TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE POINT OF BEGINNING; THENCE N.8°50'30"W., ALONG THE NORTH LINE OF SAID PARCEL 1, 15.00 FEET, TO THE POINT OF BEGINNING OF THE EASEMENT WITH THE EASTERLY LINE OF A CITY OF CODY UTILITY EASEMENT RECORDED AS DOCUMENT NO. 2014-3168; THENCE S.45°16'15"W., ALONG THE EASTERLY LINE OF A CITY OF CODY UTILITY EASEMENT, 21.25 FEET; THENCE S.8°50'30"E., PARALLEL WITH AND OFFSET 15 FEET SOUTH OF THE NORTH LINE OF SAID PARCEL 1, 941.84 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL 1, 11°17'24"W., ALONG SAID EAST LINE, 15.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 14,008 SF±



JUSTIN G. NESS  
WYOMING PLS 14276

SURVEY COMPLETED  
DATE: 3/8/2016  
BY: PJD  
REVIEWED BY: JGN



SHOWING  
15' WIDE UTILITY EASEMENT

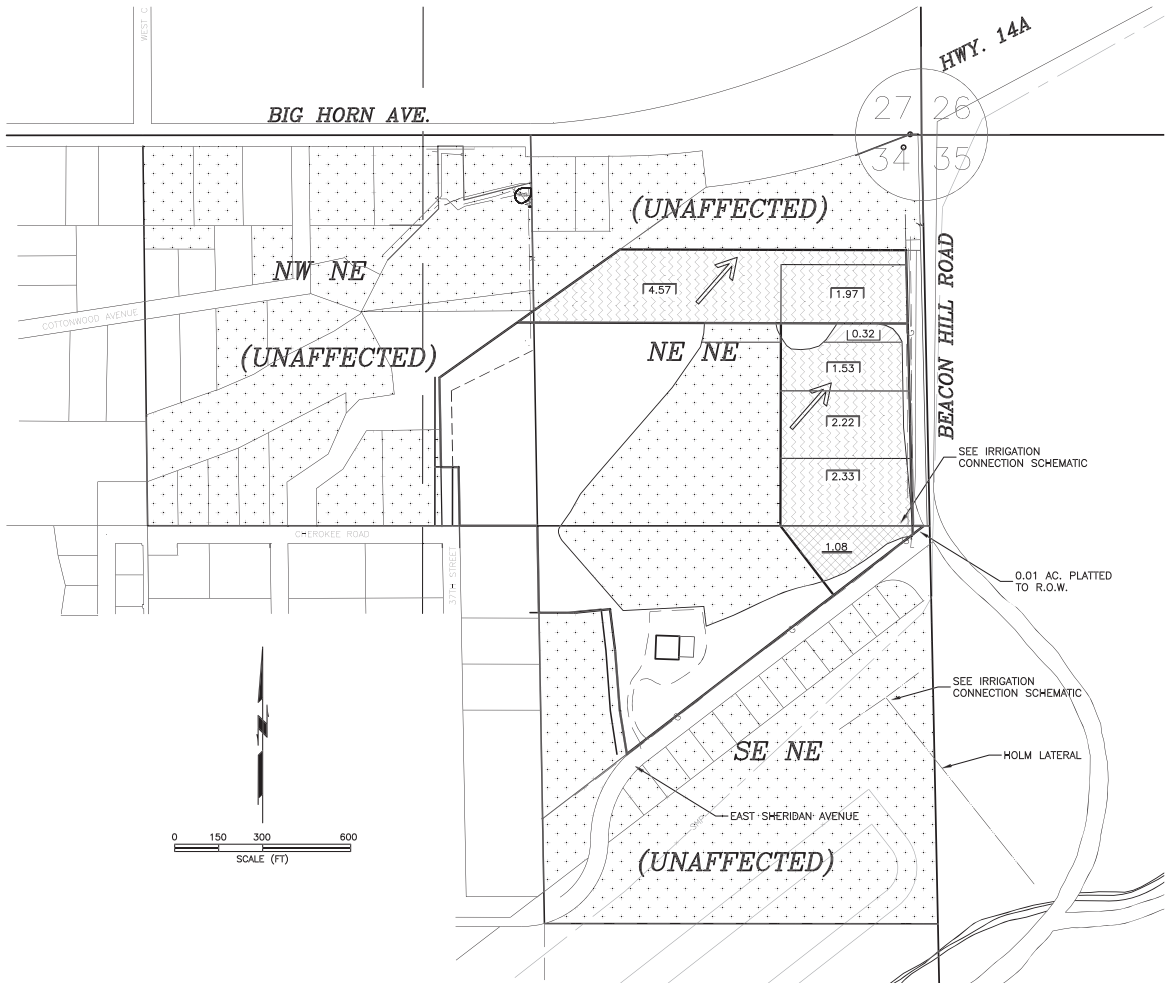
N1/2NE1/4 OF TRACT 70, RESURVEY, T.53N., R.101W., 6TH P.M.,  
PARK COUNTY, WYOMING  
CITY OF CODY, WY

PROJECT NO. 161268

**GDA**  
ENGINEERS

ENGINEERING • SURVEYING • PLANNING  
502 33RD ST., CODY, WYOMING 82414





MUSSER-BEACON HILL COMMERCIAL SUBDIVISION

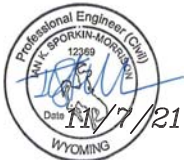
NOTES

1. PARK COUNTY AND THE CITY OF CODY IS NOT RESPONSIBLE FOR ENSURING PROPER MAINTENANCE OR DISTRIBUTION OF IRRIGATION WATER OR WATER RIGHTS.
2. LOT 1 THROUGH LOT 6 CONSTITUTE THE MUSSER-BEACON HILL COMMERCIAL SUBDIVISION.
3. APPLICABLE WATER RIGHTS ARE THROUGH CODY CANAL, DIVERTING FROM THE SOUTHFORK OF THE SHOSHONE RIVER, TRIBUTARY SHOSHONE RIVER, TRIBUTARY BIG HORN RIVER, TRIBUTARY YELLOWSTONE RIVER.
4. THE PERTINENT WATER RIGHTS BEING ALLOTTED IN THIS PLAN ARE RECORDED UNDER PERMIT NO. 1042, AS LISTED IN THE ACCOMPANYING "WATER RIGHTS TABLE". WATER RIGHTS FOR EACH LOT ARE SHOWN IN THE "LOT TABLE".
5. IRRIGABLE LANDS WITH WATER RIGHTS WITHIN MUSSER-BEACON HILL COMMERCIAL SUBDIVISION SHALL BE IRRIGATED BY SPRINKLER ONLY.
6. A CLOSED, PRESSURE SYSTEM BURIED IRRIGATION PIPE WILL PROVIDE IRRIGATION WATER FROM THE EXISTING HOLM LATERAL, LOCATED ON THE YELLOWSTONE REGIONAL AIRPORT PROPERTY. IMPROVEMENTS TO THE DELIVERY SYSTEM WILL INCLUDE TEEING OFF THE EXISTING HOLM LATERAL, EXTENDING NEW BURIED PIPE TO EAST SHERIDAN AVENUE, CONNECTING THROUGH EXISTING DELIVERY PIPE UNDER EAST SHERIDAN AVENUE ONTO LOT 1 AT A POINT LOCATED NORTHWEST OF THE INTERSECTION OF EAST SHERIDAN AVENUE AND BEACON HILL ROAD. BURIED PIPE WILL CONTINUE NORTH ACROSS LOT 2 TO THE NORTH LINE OF LOT 6, WHERE THE PIPE WILL TERMINATE WITH A DRAIN VALVE. SIX (6) RISER CONNECTORS WILL BE PROVIDED ALONG THIS LINE TO ALLOW EACH LOT TO CONNECT TO THE DELIVERY LINE AND APPLY IRRIGATION WATER TO EACH LOT. PUMPING AT THE RISER CONNECTION MAY BE NECESSARY TO DEVELOP ADEQUATE PRESSURE TO FACILITATE SPRINKLER IRRIGATION.
7. AS A RESULT OF THE SPRINKLER IRRIGATION, NO WASTE WATER WILL BE EXITING THE MUSSER-BEACON HILL COMMERCIAL SUBDIVISION.
8. THE OWNERS OF LOTS 1 THROUGH 6 WILL ELECT A WATER MASTER WHO SHALL BE IN CHARGE OF ALL IRRIGATION WATER USAGE. THESE OWNERS WILL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF THE DELIVERY PIPE SYSTEM FROM THE TEE ON THE HOLM LATERAL TO THE PIPE TERMINATION ON LOT 6.
9. THE STATE OF WYOMING DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BACKS OF A STREAM OR RIVER.

CERTIFICATE OF ENGINEER

STATE OF WYOMING  
COUNTY OF PARK  
I, IAN K. SPORKIN-MORRISON OF ENGINEERING ASSOCIATES, A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS:

HEREBY CERTIFY THAT THIS MAP WAS MADE UNDER MY DIRECTION USING NOTES FROM ACTUAL FIELD SURVEYS PERFORMED BY ME AND OTHERS UNDER MY DIRECTION BETWEEN SEPTEMBER 13, 2012 AND MARCH OF 2019, AND FROM RECORDS ON FILE IN THE WYOMING STATE ENGINEER'S OFFICE AND THE PARK COUNTY CLERK'S OFFICE; AND THAT IT CORRECTLY REPRESENTS THE IRRIGATION AND WASTEWATER DISTRIBUTION AS WELL AS WATER RIGHTS ACRESSES WITHIN THE MUSSER-BEACON HILL COMMERCIAL SUBDIVISION, AS SHOWN HEREON.



IAN K. SPORKIN-MORRISON, PE 12269  
11/7/21

WATER RIGHTS TABLE

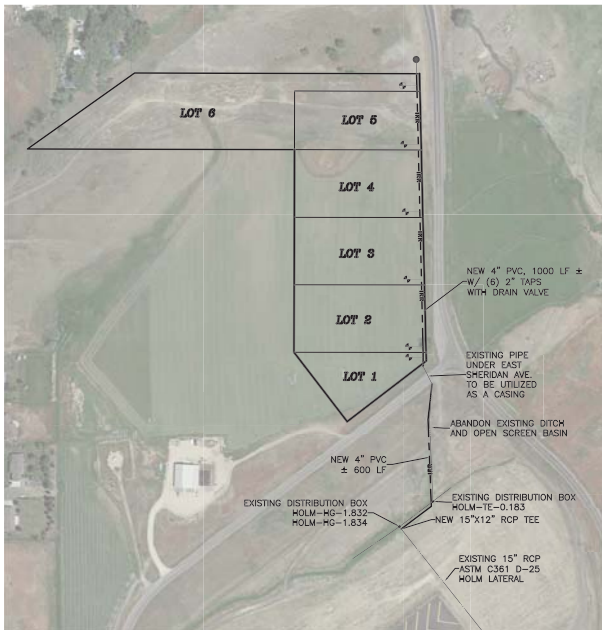
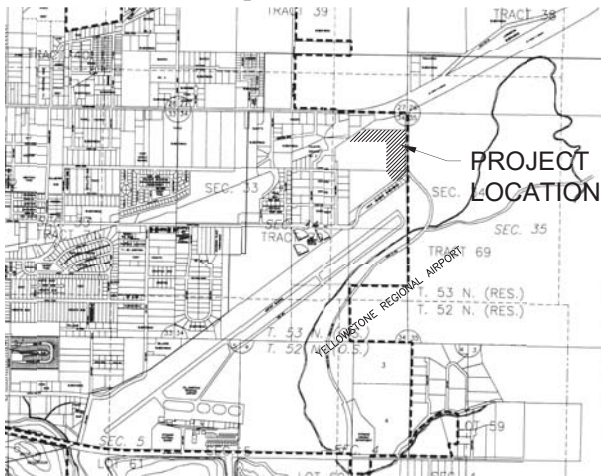
ALL LOTS OF THIS SUBDIVISION ARE TO BE IRRIGATED BY SPRINKLER ONLY

ACREAGE ASSESSED BY COID BUT UNAFFECTED BY THIS WATER DISTRIBUTION PLAN	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	TOTAL
ORIGINAL SURVEY SECTION NUMBERS							
ACREAGE UNDER THE GEORGE F. HORNER APPROPRIATION PERMIT NO. 1042, PROOF NO. 16213 TO REMAIN IN PLACE.	0	0	0	0.32	0	0	0.32
ACREAGE UNDER THE J.E. HORNER APPROPRIATION PERMIT NO. 1042, PROOF NO. 16214 TO REMAIN IN PLACE.	0	2.33	2.22	1.53	1.97	4.57	12.62
ACREAGE UNDER THE GUSTAF HOLM APPROPRIATION PERMIT NO. 1042, PROOF NO. 16189g TO REMAIN IN PLACE.	1.08	0	0	0	0	0	1.08
TOTAL	1.08	2.33	2.22	1.85	1.97	4.57	14.02

LEGEND

- LOT LINE
- ROAD RIGHT OF WAY
- BEACON HILL MINOR SUBDIVISION BOUNDARY
- HOLM LATERAL
- SUBDIVISION IRRIGATION DELIVERY PIPE
- DRAIN VALVE
- RAW WATER SERVICE CONNECTION
- NATURAL DRAINAGE

Township 53 North  
Range 101 West



IRRIGATION CONNECTION SCHEMATIC

SCALE: 1" = 300'

WATER DISTRIBUTION PLAN

OF A PORTION OF THE J.S. HORNER, GEORGE F. HORNER, AND GUSTAF HOLM APPROPRIATIONS, PERMIT 1042, DIVERTING FROM SOUTH FORK SHOSHONE RIVER, THROUGH THE CODY DITCH (CANAL), WITH PRIORITY DATE OF AUGUST 7, 1895.

FOR

MUSSER-BEACON HILL  
COMMERCIAL SUBDIVISION

LOCATED IN

LOT 2 OF BEACON HILL MINOR SUBDIVISION AND PARCEL 1 AS SHOWN ON THAT AMENDED RECORD OF SURVEY FILED IN PLAT CABINET "M" AT PAGE 49, WITHIN TRACT 70, RESURVEY T.53N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

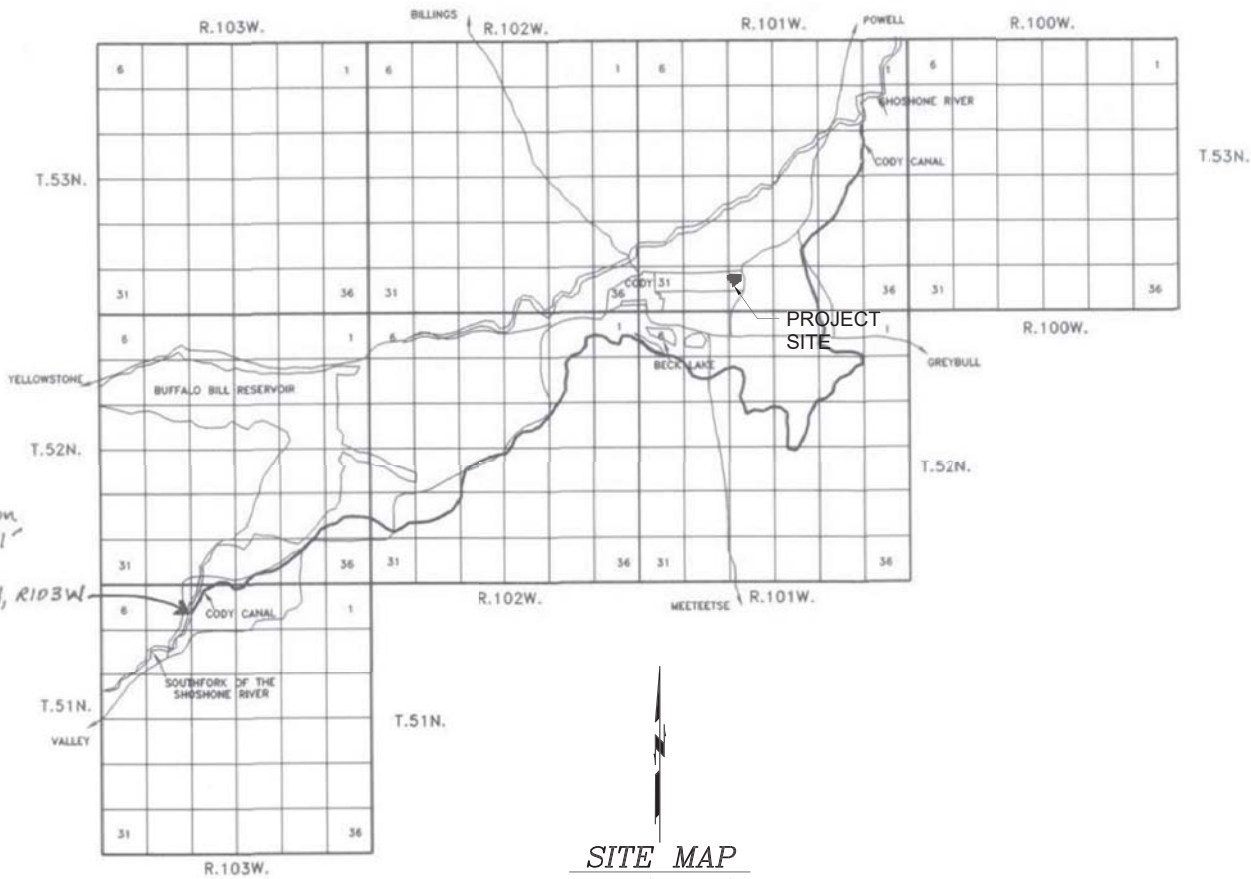
PREPARED FOR: HARROLD MUSSER  
1131 13TH STREET, SUITE 101  
CODY, WYOMING 82414

PREPARED BY: ENGINEERING ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
902 13TH STREET  
CODY, WYOMING 82414



IKSM 8/20/21

P:\2020\20029.00



SITE MAP

SCALE: 1" = 10,000'



**CONSENT**

The undersigned, Cody Canal Irrigation District, hereby gives consent to Harold R. Musser, Cody, Wyoming 82414, to submit a Water Distribution Plan for the Musser-Beacon Hill Commercial Subdivision for a portion of the George F. Horner (Proof No. 16213), J.E. Horner (Proof No. 16214), and the Gustaf Holm (Proof No. 16189c) appropriations for the following described lands:

Lot 2 of the Beacon Hill Minor Subdivision and Parcel 1 as shown on the Amended Record of Survey Filed in Plat Cabinet "M" at Page 49, within Tract 70, Resurvey T.53N., R.101W., 6<sup>th</sup> P.M.,

Notices of all actions regarding the water right shall be provided to the Cody Canal Irrigation District, P. O. Box 1418, Cody, Wyoming.

Dated this 9 day of November, 2021

CODY CANAL IRRIGATION DISTRICT

By   
DENNIS B. REED, President

STATE OF WYOMING )

) ss.

COUNTY OF PARK )

The foregoing instrument was acknowledged before me this 9 day of November, 2021, by MARY HELEN REED, Secretary of CODY CANAL IRRIGATION DISTRICT.

WITNESS my hand and official seal.

  
Notary Public

My commission expires:







**CITY OF CODY**  
WYOMING

Todd Stowell <todds@codywy.gov>

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## FW: Musser-Beacon Hill Commercial Subdivision

1 message

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**Ian Sporkin-Morrison** <IanSM@eaengineers.com>  
To: Todd Stowell <todds@cityofcody.com>

Wed, Dec 15, 2021 at 2:04 PM

Todd,

Below is the reply to me concerning the consent.

Thanks,  
Ian

### **Ian K. Sporkin-Morrison, PE (WY)**

902 13th Street | P.O. Box 1900 | Cody, WY 82414

Office: 307-587-4911 | Direct: 307-213-1675 | Fax: 307-587-2596

[IanSM@EAengineers.com](mailto:IanSM@EAengineers.com) | <http://www.EAengineers.com/>



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---

**From:** Mary Reed <[Mary@mreattorneys.com](mailto:Mary@mreattorneys.com)>

**Sent:** Sunday, December 12, 2021 5:57 PM

**To:** Ian Sporkin-Morrison <IanSM@EAengineers.com>

**Cc:** Kim Kujala <[kim@mreattorneys.com](mailto:kim@mreattorneys.com)>; Jerry Bales ([jbales.ccanal@gmail.com](mailto:jbales.ccanal@gmail.com)) <[jbales.ccanal@gmail.com](mailto:jbales.ccanal@gmail.com)>

**Subject:** RE: Musser-Beacon Hill Commercial Subdivision

Ian,

The Cody Canal board reviewed the request to vacate easements. The board's concern is that the easements were established for the benefit of other irrigators, not the Cody Canal. All property owners intended to benefit from the easements must consent. Let me know if you have any questions.

**Mary**

MARY HELEN REED

[mary@mreattorneys.com](mailto:mary@mreattorneys.com)

McCarty, Reed and Earhart, Attorneys at Law, L.C.

P.O. Box 1418

Cody, Wyoming 82414

[\(307\) 587-6291](tel:(307)587-6291)

[\(307\) 587-5547](tel:(307)587-5547) fax

[Click here to send me a Secure Email](#)

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Todd Stowell &lt;todds@codywy.gov&gt;

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## Musser Beacon Hill Final Plat

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**Sam Wilde** <Sam.Wilde@parkcounty-wy.gov>

Wed, Dec 15, 2021 at 2:42 PM

To: "Todd Stowell (todds@codywy.gov)" &lt;todds@codywy.gov&gt;

**Subject:** RE: Musser Beacon Hill Final Plat

Todd,

I have not been contacted by anyone to discuss what the plan will be, and have not agreed on any plan as required by the city ("Submit the agreed upon plan with the final plat application

Referencing Section 11-5-1 Item I:

The applicant is to discuss option for hydrant location and placement and add it to the plan as needed - per the city's requirement.

This is what I would like to see for the development:

Come off the main line running down the alley between Lot 2 and Lot 5, extend the main out to Beacon Hill which is where we will be accessing the new commercial properties, and then loop the main back down Beacon Hill to the existing main on lot 5. The hydrant on lot 5 should be extended out to Beacon Hill where we would access the property. This will provide the best supply for the development as we will not end up having dead-end hydrants. Also, by extending the hydrant on lot 5 out to Beacon Hill, it should be close enough to provide the required protection for the commercial lot to the north of lots 5 & 6.

Hopefully that makes sense – if not please feel free to contact me!

[Quoted text hidden]

**ORDINANCE 2021-07**

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2  
OF THE CITY OF CODY MUNICIPAL CODE TO MODIFY AND SET  
TREATED WATER AND RAW WATER SERVICE FEES AND RATES**

Title 8, Chapter 2, Article I, shall be hereby amended as follows effective January 1, 2022.

**8-2-15: WASTING WATER; LEAKS TO BE REPAIRED**

No person shall waste water from the city water system. No leaks in service pipes, connecting pipes or any water fixture shall be permitted; and, if not repaired within five (5) days or as otherwise authorized by the public works director or administrative services director so as to stop such waste of water, after notice from the public works director or administrative services director, water shall be shut off and not turned on again until the leak is so repaired.

Adjustments may be made for water leaks in excess of twenty thousand (20,000) gallons of water. If such leak occurs, the administrative services department will calculate the account holder's average usage for the prior twelve (12) month period. The account holder will be charged the regular rate of water for the average usage and the wholesale rate for the number of gallons used in excess of the average. If it is determined that the water went into the ground, and did not go into the sewer system, the same calculation will be performed for wastewater services and an adjustment will be made on the account holder's bill for the excess wastewater as a result of the water leak. If the water did enter the sewer system, no adjustment to wastewater will be made. Adjustments will only be calculated once the account holder, property owner or manager repairs the leak.

\* NO FURTHER MODIFICATIONS TO TITLE 8, CHAPTER 2, ARTICLE I \*

Title 8, Chapter 2, Article II, shall be hereby amended as follows effective January 1, 2022.

**8-2-37: WATER METERS; INSPECTIONS; SERVICE CHARGES**

The following charges apply to all levels of service, in addition to any other charges:

Connection and reconnection charge:		
	Normal office hours (7:30 A.M. to 5:00 P.M.)	\$35.00
	Other than normal office hours	\$60.00
Returned check charge		\$30.00
Utility service deposits shall be as outlined in the City electric ordinance, chapter 1 of this title		Refer to section 8-1-9 of this title
Meter testing:		
	Testing of meters more than once at customer's request in a 12-month period, where meter is found to be accurate within 3 percent	\$50.00

**8-2-40: SCHEDULE OF RATES AND CHARGES**

The rates for metered water sold within the City limits shall be as follows:  
The minimum monthly charge for each meter shall be as follows:

<u>Meter Size</u>	<u>SMP Charge</u>	<u>City Base Charge</u>
3/4 inch	\$11.00	\$14.05
1 inch	\$22.00	\$28.10
1 1/2 inch	\$44.00	\$56.20
2 inches	\$77.00	\$98.35
3 inches	\$176.00	\$224.80
4 inches	\$308.00	\$393.40
6 inches	\$704.00	\$899.20

The SMP Charge is the wholesale tap equivalency fee charged by the Shoshone Municipal Pipeline. The City Base Charge is the fee assessed by the City for the operation and maintenance of the treated water storage and distribution system. The minimum monthly fee is calculated as follows:

SMP Charge + City Base Charge + two dollars and eighty-one cents (\$2.81) per thousand gallons per month.

All sections shall remain unchanged until Item B.1.

1. For water taken and purchased from the City Water Crane, a minimum of seven dollars and eighty cents (\$7.80) for the first one thousand (1,000) gallons or less, plus seven dollars and eighty cents (\$7.80) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or any fraction thereof per trip or load.
2. For water taken from a fire hydrant on or after April 1, 2020:
  - a. Except as provided in division c. below, prior to any person or entity (customer) using or taking domestic City water from any fire hydrant, the customer shall be required to complete a hydrant water sales agreement, pay the required deposit to the City of Cody, and obtain a hydrant meter assembly from the City's water department.

All sections shall remain unchanged until Item B.2.d.

- d. The fee for water use shall be a minimum of seven dollars and eighty cents (\$7.80) per thousand gallons or any fraction thereof of water used. This fee may be adjusted to the wholesale cost to the City if the water is used for a City-funded project subject to the approval of the Public Works Director.

All sections shall remain unchanged until Item B.2.g.

g. Customer shall return the meter (rented or purchased) and additional equipment checked out to the City within fifteen (15) days of the one-year anniversary of the check-out date for testing and inspection. If the meter is rented, the customer shall be given a replacement meter and will be billed for the repair or replacement of any components of the assembly found to be damaged. If a purchased meter fails the testing and inspection the customer shall either (1) purchase a new meter or (2) rent a meter from the City. Failure to return the meter and equipment for inspection by the due date shall result in a fee of \$100.00 and may be cause for confiscation of the rented meter and/or equipment, and forfeiture of the deposit.

h. The City may terminate the hydrant water sales agreement if the customer violates or breaches any part of the agreement, or violates any part of the applicable ordinance. A breach or violation which may result in termination includes, but is not limited to: failure to report meter readings by the due date, non-compliance with the annual meter exchange and inspection requirements, non-payment or partial payment of any fees or charges due, late payments, or damaging hydrants and/or hydrant meter assemblies. If the City terminates the agreement due to a breach by the customer, the City may demand return of the rented hydrant meter assembly and immediate payment of any and all charges, fees, and costs owed to the City. Upon such demand, the customer shall return the rented hydrant meter assembly and any additional items checked out, in as good a condition as when it was received by the customer (normal wear and tear excepted), no later than five (5) business days after the date of the termination of the agreement.

All sections shall remain unchanged until Item B.3.

3. Any person desiring to take domestic City water from any other unmetered source, excepting City personnel for authorized City purposes and Fire Department personnel for authorized Fire Department purposes, shall first obtain a written permit from the Public Works Director or his/her designee. Such permit shall fully state the name and billing address of the person or party responsible for payment of water taken, meter number for meter used, and the location of the source (hydrant) from where the water is to be taken. The fee for the use of water shall be a minimum of seven dollars and eighty cents (\$7.80) for the first one thousand (1,000) gallons or less, plus seven dollars and eighty cents (\$7.80) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or fraction thereof, per trip or load. This fee may be adjusted to the wholesale



cost to the City, if the water is used for a City project or as determined by the Governing Body.

\* NO FURTHER MODIFICATIONS TO TITLE 8, CHAPTER 2, ARTICLE II \*

Title 8, Chapter 2, Article III, shall be hereby amended as follows effective January 1, 2022.

**8-2-45: APPLICATION FOR PERMISSION TO TAKE WATER:**

- A. Application: Except as otherwise provided by ordinance, no person shall knowingly, either directly or indirectly, take water from the raw water system without having first made application therefor to the administrative services department. Applications for service from the raw water system may be made only by those whose property is immediately adjacent to an installed main and if they are current in all billings due the City.
- B. Pumps Prohibited: No pumps shall be allowed on any raw water tap.

**8-2-46: EXTENSION OF SYSTEM; USE OF RAW WATER:**

At such times as the needs of the City require, extensions of the raw system may be made. Owners adjacent to such extensions may then make application for such services. Prior to hooking up said extensions, applicants will be required to pay for line assessment costs suitable to cover the applicants' proportionate share of extension. Raw water users are authorized to use raw water on alternating days. The use of raw water shall be based upon the days of the week and the street address of the user. Even-numbered (addressed) property shall be authorized to use water on Sunday, Wednesday and Friday of each week. Odd-numbered (addressed) property shall be authorized to use water on Tuesday, Thursday and Saturday of each week. There shall be no use of water on Monday. The provisions of this section shall not apply to the City and Park County School District 6 with regard to recreation fields, parks and school grounds. Users may make application to the City for a special waiver for areas that have been newly seeded, sodded or have special watering needs. Those individuals watering on unauthorized days will be subject to the following penalties:

- A. First offense: Verbal warning accompanied by watering/use pamphlet and explanation by enforcement personnel.
- B. Second offense: Twenty-five dollar (\$25.00) fine.
- C. Third offense: Fifty dollar (\$50.00) fine and raw water turned off and sealed for the balance of the irrigation season with no refund or waiver of the customer's monthly raw water fees.

**8-2-55: CROSS CONNECTIONS**

No person shall connect the raw water system lines to any water lines that are connected to the domestic water supply system. Application must be made to the public works director or water/wastewater supervisor in order to change a sprinkling system from the raw water system to the domestic water supply system and, if such change be allowed, the public works director or water/wastewater supervisor may require removal of a section of pipe no less than twelve inches (12") in length from the supply line not being used. The use of valves between two (2) water systems shall be prohibited. If such a cross connection is found to exist, the public works director or water/wastewater supervisor shall order the water to be shut off and the offending property owner shall be disconnected from the water system until compliance is made with the terms of this article.

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**8-2-56: SCHEDULE OF RATES AND CHARGES; TIME OF PAYMENT; FAILURE TO PAY; REQUIREMENT FOR METER:**

- A. All users tapped to the raw water system, except as provided in subsections B, C, D, E and F of this section, shall pay a raw water fee based on tap size. All utility bills generated on or after January 1, 2022, shall be billed in monthly installments as follows:

Tap Size	Annual Fee	Payable In Monthly Installments
3/4 inch	\$136.00	\$11.33
1 inch	\$204.00	\$17.00
1 1/4 inches	\$340.00	\$28.33
1 1/2 inches	\$544.00	\$45.33
2 inches	\$816.00	\$68.00
2 1/2 inches	\$1,020.00	\$85.00
3 inches	\$1,224.00	\$102.00
4 inches	\$1,700.00	\$141.67

All sections remain unchanged until Item E.

- E. Individual taps for townhouse residences shall pay an annual fee of sixty-eight dollars (\$68.00), which shall be billed in monthly installments of five dollars and sixty-seven cents (\$5.67).

All further sections remain unchanged.

**8-2-57: RESPONSIBILITY FOR PAYMENT:**

The utility account holder shall be responsible for the payment of all raw water used upon each property according to the rate table set out in section 8-2-56 of this chapter. Payment of bills shall be as outlined in the City electric ordinance, chapter 1 of this title.

\* NO FURTHER MODIFICATIONS TO TITLE 8, CHAPTER 2, ARTICLE III \*

Title 8, Chapter 2, Article IV, shall be hereby amended as follows effective January 1, 2022.

**8-2-58: SPECIAL USE WATER POLICY:**

- A. Eligibility: Those residential customers who live in areas where City raw water is not available for lawn and garden use and who do not have rights to the Cody Canal, may be eligible for the City special use water policy. Commercial customers may be eligible for the special use water policy with the authorization from the Public Works Director or his/her designee. Account holders who are interested in this provision must apply at City Hall and once approved, the policy will be effective for each subsequent year thereafter without the account holder reapplying for the policy. Those customers approved for the special use water policy that have even-numbered (addressed) property shall be authorized to use water on Sunday, Wednesday and Friday of each week. Odd-numbered (addressed) property shall be authorized to use water on Tuesday, Thursday and Saturday of each week. There shall be no use of water on Monday.
- B. Use; Calculation: The special use water policy allows authorized customers a reduced rate on the treated water for lawn and garden use. The special use water policy is calculated as follows:
1. An average will be calculated using the November through May billing periods based on the account holder's treated water usage.
  2. For the June through October billing periods, customers will be billed their average usage at the regular rate of two dollars and eighty-one cents (\$2.81) per one thousand (1,000) gallons of treated water used. The amount used over the average usage will be billed at

one dollar and thirty-four cents (\$1.34) per one thousand (1,000) gallons of treated water used. Wastewater will be billed based on the average treated water use from the November through May billing periods. There is no additional sewer charge on the additional water beyond the average used for irrigation purposes.

3. For the November through May billing periods, the account holder will be charged two dollars and eighty-one (\$2.81) per one thousand (1,000) gallons of water actually used, and wastewater will be charged at one dollar and eighty-four cents (\$1.84) per one thousand (1,000) gallons based on the actual amount of treated water used.

**8-2-59: MODIFIED SPECIAL USE WATER POLICY:**

- A. Eligibility: Those residential customers who live in areas where City raw water is not available for lawn and garden use and have rights to the Cody Canal, but are not able to access it on a routine basis, may be eligible for the City modified special use water policy. Commercial customers may be eligible for the modified special use water policy with the authorization from the Public Works Director or his/her designee. Account holders who are interested in this provision must apply at City Hall and, once approved, the policy will be effective for each subsequent year thereafter without the account holder reapplying for the policy. Those customers approved for the modified special use water policy that have even-numbered (addressed) property shall be authorized to use water on Sunday, Wednesday and Friday of each week. Odd-numbered (addressed) property shall be authorized to use water on Tuesday, Thursday and Saturday of each week. There shall be no use of water on Monday.
- B. Use; Calculation: The modified special use water policy allows authorized customers a reduced rate on the wastewater charges when water is used for lawn and garden use. The modified special use water policy is calculated as follows:
  1. For calculation of wastewater purposes, an average will be calculated using the November through May billing periods based on the account holder's treated water usage.
  2. For the June through October billing periods, customers will be billed for the actual amount of water used at the regular rate of two dollars and eighty-one cents (\$2.81) per one thousand (1,000) gallons of treated water used. Wastewater will be billed at one dollar and eighty-four cents (\$1.84) per one thousand (1,000) gallons based on the average treated water use from the November through May billing periods. There is no additional sewer charge on the additional water beyond the average used for irrigation purposes.

\* NO FURTHER MODIFICATIONS TO TITLE 8, CHAPTER 2, ARTICLE IV \*

\*\* REMAINDER OF PAGE INTENTIONALLY BLANK \*\*

This Ordinance 2021-07 shall become effective at the final passage after third reading and publication in the Cody Enterprise as required by law:

PASSED ON FIRST READING: 11/16/2021

PASSED ON SECOND READING: 12/7/2021

PASSED ON THIRD READING: \_\_\_\_\_

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Officer

# ORDINANCE 2021-08

**AN ORDINANCE REZONING PORTIONS OF THE BAKKEN SUBDIVISION  
LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO  
MEDIUM-LOW DENSITY RESIDENTIAL (R-2).**

WHEREAS, the City of Cody received a rezone application from Ronald Strong, with accompanying petitions of support from many other property owners in the rezone area, to rezone Lot 1-7 and Lots 10-16 of the Bakken Subdivision within the City of Cody from Medium-High Density Residential (R-3) to Medium-Low Density Residential (R-2);

WHEREAS, the Planning and Zoning Board held a property advertised public hearing and considered the application at their meeting on November 30, 2021; and,

WHEREAS, the governing body of the City of Cody has reviewed the application, staff report, and public comments and finds that it is in the best interest of the public to rezone a portion of the area requested to Medium-Low Density Residential (R-2).

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

Section 1: That the following described property shall be and the same is hereby rezoned to Medium-Low Density Residential (R-2), as set forth in City of Cody Code Title 10.

Lots 1 through 7 and Lots 10 through 16 of the Bakken Subdivision, according to the plat recorded in Book “E” of Plats, Page 81, records of Park County, Wyoming. The Kent Avenue right-of-way adjacent to the lots indicated is also hereby zoned Medium-Low Density Residential (R-2), to the centerline of the right-of-way.

Section 2: That the official zoning map of the City of Cody is amended to show the foregoing zone change.

**Effective Date.** This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING:

12/7/2021

PASSED ON SECOND READING:

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer